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MONROE COUNTY DANNY L. KOLHAGE

AGREEMENT FOR WASTEWATER SERVICES

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Bk# 2573 Pg# 967

THIS AGREEMENT FOR WASTEWATER SERVICES ("Agreement") is made and entered into this 22 day of May, 2012 by and between the **Key Largo Wastewater Treatment District**, an independent special district of the State of Florida located in Monroe County that is organized and exists under Ch. 2002-337, Laws of Florida, as amended ("District" or "Party"), and **Islamorada Village of Islands, Florida**, a Florida municipal corporation, located in Monroe County ("Customer," "Village" or "Party") hereafter, the District and Customer may be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, District owns and operates a wastewater collection, treatment, and disposal system, herein referred to as the "System"; and

WHEREAS, District has constructed and operates a regional treatment plant located on District-owned property at Mile Marker 100.5 Overseas Highway, Key Largo, Florida ("RTP"), which is a component of the System and consists of a 2.3 million gallon/day treatment plant, together with any additions, upgrades, modifications and improvements to be performed by District; and

WHEREAS, District provides Wastewater collection, treatment and disposal services to its customers within its service area, and has additional capacity available to treat and dispose of Village-wide Wastewater received from the Customer; and

WHEREAS, Customer will provide Village-wide Wastewater collection services to real property located within Islamorada, Village of Islands, Florida and identified in **Exhibit "A"** attached hereto ("Service Area"), and transmit said Wastewater to District for treatment and disposal; and

WHEREAS, District has available capacity and agrees to provide, and Customer agrees to pay for, Wastewater treatment and disposal services for Village-wide flows within the Service Area ("Wastewater Services"), subject to the terms of this Agreement; and

WHEREAS, District and Customer are committed to comply with all applicable federal, state and local laws, statutes, rules and regulations governing Wastewater systems and with the terms of this Agreement; and

WHEREAS, the RTP has a treatment capacity of 2.3 million gallons per day of wastewater treatment and disposal facilities and the District has conducted its own independent analysis of unit processes and has determined that with the additions and the Plant Capacity Upgrades proposed herein, the RTP will have 3.45 million gallons annual average daily flow capacity; and

WHEREAS, the Customer is not relying on the District to determine whether the RTP has potential sufficient capacity but rather has conducted its own independent analysis of unit processes and has determined that with the additions and the Plant Capacity Upgrades proposed herein, the RTP will have 3.45 million gallons annual average daily flow capacity;

WHEREAS, the Village Council has determined that it is in the best interest of the Village for District to provide Wastewater Services to the Service Area located within the Village; and

WHEREAS, subject to the terms of this Agreement, District desires to provide Wastewater Services to the Service Area located within the Village, and Customer desires to accept the Wastewater Services provided by District; and

WHEREAS, District and Customer covenant and agree that they have the power and authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the meaning set forth herein:

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(a) "Agreement" means this Agreement for Wastewater Services and any amendments or supplements hereto.

(b) "AADF" means annual average daily flow.

(c) "Capacity Allocation" means the Wastewater treatment and disposal capacity for 1.104 million gallons ("MG") annual average daily flow ("AADF") that the District agrees is and shall be available at the RTP throughout the Term of this Agreement for treatment and disposal of Wastewater within all of the Customer's Service Area located in the Village.

(d) "Capacity Allocation Charge" means that amount charged for Capacity Allocation as measured by AADF, expressed in MG to Customer.

(e) "Customer" means Islamorada, Village of Islands, Florida, a Florida municipal corporation, located in Monroe County, Florida.

(f) "Customer's Proportionate Share" or "Proportionate Share" means Customer's proportionate share or percentage interest in the RTP based on its Capacity Allocation. For purposes of this Agreement, Customer's Proportionate Share shall be 32% or 1.104 MG AADF out of a total RTP capacity of 3.45 MG AADF, unless amended in the future.

(g) "Customer System" means the Wastewater collection and transmission systems owned by the Customer up to the Point of Connection.

(h) "Customer System Meter" means a meter and appurtenant equipment that is installed, operated, maintained and repaired by the Customer located on the Customer's System immediately prior to the Point of Connection as shown in **Exhibit "D"**.

(i) "District" means the Key Largo Wastewater Treatment District, an independent special district in Monroe County, Florida.

(j) "District's Collection System" means only the collection system of the District for its customers.

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(k) "District Meters" means the four (4) meters and appurtenant equipment that are installed, operated, maintained and repaired by District in order to calculate the flow of Wastewater from each of the System's transmission lines providing Wastewater to the RTP for treatment and disposal as shown on **Exhibit "D"**.

(l) "District Policies" means those policies regarding Wastewater quality standards for all customers set by the District in writing in a policy manual and attached hereto as **Exhibit "B."** The District Policies may be modified, amended or revised from time to time to address the needs of the RTP and regulatory requirements and the District shall provide any such modification, amendment or revision to Customer within ten (10) days of its adoption.

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(m) "Effective Date" means the date upon which the last signature has been affixed to this Agreement.

(n) "EPA" means the United States Environmental Protection Agency.

(o) "FDEP" means the Florida Department of Environmental Protection.

(p) "MG" means million gallons.

(q) "MGD" means million gallons per day.

(r) "Operations Protocol" means the policies and procedures necessary for the effective operation of the Customer's System, the System and the RTP developed by the District in cooperation with the Customer attached as **Exhibit "F"**.

(s) "Plant Capacity Upgrades" means those upgrade and improvement projects to the RTP and treatment process contained in **Exhibit "E"**.

(t) "Point of Connection" means the point where the RTP is physically connected with the Customer's System and is more specifically described and set forth in the attached **Exhibit "C"** and incorporated by reference herein, which is owned by the District.

(u) "RTP" means the Wastewater treatment and disposal facility owned

and operated by District that is located on District-owned property at Mile Marker 100.5 Overseas Highway, Key Largo, Florida, is a 2.3 MG AADF treatment plant together with the Plant Capacity Upgrades and any additions, upgrades, and improvements to ultimately increase the capacity to 3.45 MG AADF.

(v) "Total RTP Flow" means the combined total flow of Wastewater being transported to the RTP for treatment and disposal from the District's Collection System and from the Customer.

(w) "Total RTP Flow Meter" means the meter and appurtenant equipment that is installed, operated, maintained and repaired by the District that determines the combined total flow of Wastewater being transported to the RTP for treatment and disposal from the District's Collection System and from the Customer as shown in **Exhibit "D"**.

(x) "System" means the Wastewater collection, treatment, RTP, and disposal system owned and operated by the District.

(y) "Term" means the date which is thirty (30) years from the Effective Date of this Agreement, and including any and all renewal terms as provided for herein.

(z) "Wastewater" means sewage or effluent of any nature or originating from any source.

2. RECITALS.

The recitals set forth above are true and correct and are hereby incorporated in this Agreement.

3. EXHIBITS.

The following exhibits are attached to this Agreement and incorporated herein by reference.

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Exhibit "A" - Village Service Area Map

Exhibit "B" - District Policies

Exhibit "C" - Point of Connection

Exhibit "D" - Total RTP Flow Meter, District Meters and Customer System Meter Locations

Exhibit "E" - Estimated Plant Capacity Upgrades and Costs

Exhibit "F" - Operations Protocol

Exhibit "G" - True-Up Provision

Exhibit "H" - Capacity Allocation Charge – Amortization Schedule

Exhibit "I" - Customer's Five Year Projected Annual Wastewater Flows

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4. SERVICE.

(a) District agrees to provide and Customer agrees to pay for Wastewater Services for Customer's Service Area during the Term of this Agreement and in accordance with the terms and conditions set forth herein.

(b) District agrees to provide Capacity Allocation for the treatment and disposal of Wastewater from Customer up to a maximum AADF of 1.104 million gallons, in accordance with the terms of this Agreement and the standards of applicable laws, rules, regulations and District Policies. The District shall have all right and power by suit or other such proceeding at law or in equity to enforce the limitation of its obligation of Capacity Allocation and to prohibit Customer or its employees or contractors from flowing Wastewater into the System that exceeds the amount of Capacity Allocation in violation of this Agreement.

(c) The District shall operate and maintain the System in accordance with applicable law and lawful rules of all regulatory agencies having jurisdiction, including the EPA and FDEP, and District Policies.

(d) The District agrees that it will apply the same quality standards adopted by District Policies for Wastewater received from its customers within the District and the Customer.

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5. POINT OF CONNECTION; MODIFICATIONS TO DISTRICT RTP.

(a) All Wastewater delivered to the District from Customer under this Agreement shall be delivered to the Point of Connection between the System and the Customer's System, at the location set forth in **Exhibit "C"** attached to this Agreement. The Point of Connection shall be determined as the actual physical location of the connection between the Customer's System and the District's existing main and RTP. District shall accept for treatment all Wastewater received from Customer at the Point of Connection. The District may consider an alternative Point of Connection; the District shall have the sole discretion to accept an alternative Point of Connection proposed by the Customer. The Agreement shall be amended in writing to reflect any change to the Point of Connection.

(b) District shall own all of its System and all Wastewater facilities and appurtenances from the Point of Connection to the RTP, including the Point of Connection. Customer shall own all of its Customer System and all Wastewater facilities and appurtenances up to the Point of Connection.

(c) The Parties acknowledge that Plant Capacity Upgrades and modifications are required to the RTP in order to accommodate the Total RTP Flow and obtain approval of the re-rated capacity of the RTP by the FDEP. The major permit modification necessary to increase the RTP to 3.45 MG AADF shall be submitted by the District to FDEP within ninety (90) days of the Effective Date. The District shall diligently pursue obtaining the FDEP permit within one (1) year from the Effective Date. The District shall make all necessary improvements and modifications to the RTP, and take all action or steps necessary, as required by FDEP or other regulatory authorities, to accommodate the Total RTP Flow, re-rate the RTP and obtain all FDEP approvals within two (2) years from the Effective

Date of the Agreement. Until approved by FDEP and constructed, the District will consider accepting Customer Wastewater for treatment and disposal one (1) year after the Effective Date, up to the FDEP rated capacity of the RTP at that time, during the FDEP permitting process for the ongoing modifications prior to the final re-rating of the RTP to 3.45 MG AADF by FDEP.

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6. METERING.

(a) District shall be responsible for the installation, operation, maintenance, and replacement of the Total RTP Flow Meter consisting of a twelve (12) inch diameter Wastewater meter together with appurtenant equipment, including recorder at the location shown in **Exhibit "D"** that shall be used to determine the Total RTP Flow being transported to the RTP for treatment and disposal from the District and the Customer and together with the Customer System Meter the calculation of charges due from the Customer for the treatment and disposal of Wastewater from the Customer's System. On or before the fifth (5) day of each calendar month, the District shall report the figures of the actual flows of the Customer, the District and the Total RTP Flow Meter into the RTP for the preceding month to the Customer.

(b) The Customer shall install, operate, maintain and replace the Customer System Meter to be located immediately adjacent to the Point of Connection at the location shown in **Exhibit "D"** to measure the flow of Wastewater from the Customer's System into the District's System. On or before the fifth (5) day of each calendar month, the Customer shall report the figures from the Customer System Meter indicating the actual flows of the Customer into the RTP for the preceding month to the District. District shall compare the reported flows based on readings from the District Meters, the Total Flow Meter, and the Customer System Meter as part of routine operation.

(c) District shall inspect and calibrate the Total RTP Flow Meter for accuracy at least once each year or as required by FDEP, whichever is more frequent. No later than January 31st of each year, District shall calibrate the Total

RTP Flow Meter and provide the results of the certified calibration to Customer in writing. District shall provide a report of the inspection findings to Customer within thirty (30) days of the completion of such inspection. The District shall bear the cost of inspection of the Total RTP Flow Meter. The term "inspected" as used in this provision shall mean an inspection by personnel certified by the manufacturer of the Total RTP Flow Meter to test and calibrate the accuracy of the Total RTP Flow Meter. The metering equipment shall record Total RTP Flow from the District and Customer with an error tolerance not to exceed ± five percent (5%) of the full scale reading, suitable for billing purposes.

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(d) District shall read the Customer System Meter for billing purposes each month.

(e) Customer shall inspect and calibrate the Customer System Meter for accuracy at least once each year or as required by FDEP whichever is more frequent. No later than January 31st of each year, Customer shall calibrate the Customer System Meter and provide the results of the certified calibration to District in writing. Customer shall provide a report of the inspection findings to District within thirty (30) days of the completion of such inspection. Customer shall bear the cost of inspection of the Customer System Meter. The term "inspected" as used in this provision shall mean an inspection by personnel certified by the manufacturer of the Customer System Meter to test and calibrate the accuracy of the Customer System Meter. The Customer System Meter shall be calibrated to record flow from the Customer with an error tolerance not to exceed ± five percent (5%) of the full scale reading.

(f) If the Customer System Meter is found to be in error exceeding ± five percent (5%) of true accuracy, it shall be re-calibrated in accordance with the manufacturer's recommended standards, at Customer's expense. The Parties shall then review the monthly Wastewater service bills since the last inspection or calibration of the Customer Service Meter to attempt to identify when the error rate began to exceed ± five percent (5%). In conducting their review, the Parties shall

consider relevant historical Wastewater flow data from previous years, seasonal and unseasonable weather conditions, significant events impacting Customer's collection system (e.g., malfunctions, repairs and improvements), significant construction and development activities, as well as any other matters which may account for material changes in the amount of Wastewater collected by Customer. If the Parties are unable to establish, to a reasonable degree of certainty, a time since the Customer System Meter was last inspected or calibrated where it appears that the monthly Wastewater flow from Customer, as measured by the Customer System Meter, began differing from actual monthly Wastewater flow from Customer by more than ± five percent (5%), it shall be presumed the error began occurring on the date midway between the previous inspection or calibration and the date on which the error rate was confirmed through inspection or re-calibration. The District shall adjust the monthly wholesale Wastewater service bills paid by Customer to District since the date the Parties identify as the date on which the Customer Service Meter began malfunctioning. Customer shall pay to or receive from District the sum of the difference between the Wastewater service bills invoiced since the Customer Service Meter began malfunctioning and the re-computed Wastewater service bills for that period. Amounts due or owed by Customer will be paid in equal monthly installments over the number of months the error rate exceeded ± five percent (5%) beginning the month following re-computation of the Wastewater service bills for that period.

(g) In the event of complete or partial failure of the Customer System Meter to register the Customer's Wastewater flow, the District shall determine the estimated Customer flow based on the difference between the Total RTP Flow Meter and the District Meters, not including the Customer System Meter.

7. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.

Customer and District agree to comply with all applicable federal, state, and local Laws and regulations now in effect and hereafter adopted including, but not limited to,

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federal pretreatment, cross connection control regulations and salinity. If the Customer or the District accepts industrial wastewater now or in the future, each shall comply with all applicable federal and state requirements for the industrial pretreatment. Any violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement. The Operations Protocol has been developed, in cooperation with the Customer, by the District and is incorporated into this Agreement by reference as **Exhibit "F."** The Operations Protocol includes, but is not limited to, the Customer's specific testing parameters of its Wastewater flow, including salinity, the frequency of such tests, odor control measures, the submission of data to the District and verification of such data by the District. The Parties agree that certain federal, state and local agencies have jurisdiction and control over wastewater treatment and discharge matters and should such agency issue legally enforceable rules, regulations, mandates or orders that may alter any of the terms of this Agreement including the Operations Protocol, the Parties agree, that they will make every effort to comply with new rules, regulations, mandates or orders. District requirements for the Customer's System in the Agreement and the incorporated Operations Protocol shall be substantially similar to its own.

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8. CUSTOMER'S WASTEWATER QUALITY REQUIREMENTS.

(a) The Customer acknowledges and agrees that any right to connect the Customer's System and Wastewater facilities to the District's System is subject to the terms, covenants and conditions set forth in this Agreement.

(b) The Customer agrees and warrants that the Customer System and Wastewater facilities shall be operated and maintained in accordance with the requirements of all applicable local, state and federal laws, rules, regulations and permit conditions. The operation and maintenance of the Customer's System and all Wastewater facilities on the Customer's side of the Point of Connection shall be the sole responsibility of the Customer. The Customer shall adopt and enforce all regulations as are necessary to assure compliance with the District's pretreatment requirements, FDEP's discharge standards and EPA's discharge standards. The

Customer shall also comply with the Operations Protocol required by Section 7 and attached to this Agreement as **Exhibit "F."**

(c) The Customer, at its sole cost and expense, shall operate and maintain in a diligent manner the Customer System, including Customer structures, force mains, pumps, Customer System Meter, equipment and other facilities required for the collection and transmission of Wastewater to the Point of Connection.

(d) The District reserves the right to inspect the Customer's System at no cost to the Customer to ascertain that Customer's System is being properly maintained. These inspections shall be made upon three (3) days advance written notice delivered to Customer and at reasonable times and in such a manner as to least disturb the normal operation of the Customer System. The Customer hereby agrees to pursue and maintain diligent efforts on a regular and timely basis to reduce infiltration and inflow and to comply with all applicable local, state and federal ordinances, laws and regulations regarding infiltration and inflow correction or reduction as now are in effect or as enacted in the future by applicable regulatory authorities.

(e) The Customer recognizes that the District's standards for Wastewater Services may be subject to future modifications as a result of changes in applicable local, state and federal laws and regulations. Accordingly, the Customer agrees that it will abide by and be bound by all present and future applicable local, state and federal laws, standards, rules, regulations, permit conditions and other requirements imposed by appropriate regulatory authorities related to Wastewater Services.

(f) The Wastewater discharged into the Customer's System shall conform to the requirements of all applicable local, state and federal regulatory agencies and the District's requirements herein.

(g) The Customer agrees that if any Wastewater is discharged by the Customer into the District's System that is prohibited by this Agreement or that

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contains substances or possess characteristics contrary to the requirements of District's Policies or in violation of any applicable local, state or federal law or regulation regarding Wastewater, the District shall give thirty (30) days written notice to the Customer's Village Manager or his designee to discontinue such harmful operation or practice. Should Customer fail to commence correction or if the Customer timely commences correction but does not correct the harmful condition within one hundred twenty (120) days of such written notice, the District may, in its sole discretion:

i. Require pretreatment by the Customer to an acceptable condition as determined by the applicable local, state or federal agency prior to discharge into the District's System;

ii. Require payment to cover the cost of handling and treating such Wastewater, including any applicable fines or penalties as provided under this Agreement or state or federal law as the same may be amended from time to time; or

iii. Provide remedies to such conditions and charge all costs of the remedy to Customer, including the cost of repairing damage to the System caused or occasioned by the condition.

(h) Customer understands and acknowledges that the infiltration of material amounts of fresh or saltwater into the System may cause the capacity of District to treat Wastewater to be diminished and may create problems with District's ability to treat and dispose of Wastewater. Customer agrees that at the Point of Connection to the District's System, salinity levels shall not exceed the local limit established for salinity in the District's Policies and this Agreement, unless such salinity levels are due to extreme natural disaster or Acts of God (i.e. hurricane, tropical storm event, etc.) or Force Majeure events beyond the reasonable control of the Customer. In the event Customer's Wastewater salinity levels exceed 4.0 parts per thousand at any time during the day to be measured at a point just upstream of the Point of Connection prior to discharge into the System

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for thirty (30) days in any given rolling consecutive twelve (12) month time period, Customer shall pay the Salinity Surcharge pursuant to section 13.(a) iv. for each day beyond the thirty (30) days within the specified consecutive twelve (12) month period. In addition, in the event Customer's Wastewater salinity levels exceed 3.0 parts per thousand for more than one hundred twenty (120) days during any rolling twelve (12) consecutive month period, the District shall give thirty (30) days written notice to the Customer's Village Manager or his designee to discontinue such harmful operation. In the event that the Customer fails to reduce the salinity levels to below 3.0 parts per thousand after the one hundred twenty (120) day time period, the District may take such actions as necessary, at the Customer's expense, to reduce salinity levels of the Customer's flows within its System or District jurisdiction. Customer shall provide appropriate sampling locations for District to sample Customer's Wastewater to verify Customer's compliance with the salinity levels set forth in this Agreement. Customer further agrees to keep its Customer System in such repair or condition so that material infiltration and inflow will be controlled. Customer shall identify and address excess inflow and infiltration in its general maintenance, operation, and management program for its Customer System.

(i) Customer agrees to maintain, operate, and manage the Customer System in compliance with all applicable federal, state and local government requirements as amended or changed in the future.

(j) Customer agrees to deliver its Wastewater to the Point of Connection for treatment and disposal by District. Customer agrees to prohibit the delivery of Wastewater to the District System that will materially interfere with the treatment process and agrees to provide or require such pretreatment of Wastewater to meet acceptable effluent standards as set forth in the District Policies. The delivery of Wastewater from the Customer's System to the District System shall be regulated and shall conform to the prohibitions and limitations established in the District Policies.

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(k) The RTP is designed to treat influent meeting the requirements set forth in **Exhibit "F"**. Customer's System shall be designed and operated to deliver Wastewater with substantially similar characteristics.

9. DISTRICT'S WASTEWATER QUALITY REQUIREMENTS.

(a) District agrees and warrants that its System and Wastewater facilities shall be permitted, operated and maintained in compliance with the requirements of all applicable local, state and federal laws, rules, regulations and permit conditions for Wastewater Services, including treatment and disposal, as are now in effect and as may be amended or changed in the future. The permitting, operation, repair and maintenance of the District's System and all Wastewater facilities on the District's side of the Point of Connection shall be the sole responsibility of the District. The District shall comply with FDEP'S discharge standards and the EPA's discharge standards. The District shall also comply with the Operations Protocol required by Section 7 and to be attached to this Agreement as **Exhibit** "F."

(b) The District, at its sole cost and expense, shall operate and maintain in a diligent manner the System and all Wastewater Facilities on the District's side of the Point of Connection, including the RTP, District structures, force mains, pumps, Total RTP Flow Meter, equipment and other facilities required for the collection, transmission, treatment and disposal of Customer's Wastewater from the Point of Connection.

(c) The Customer reserves the right to inspect the System at no cost to the District to ascertain that the System is being properly operated and maintained. These inspections shall be made upon three (3) days advance written notice delivered to District and at reasonable times and in such a manner as to least disturb the normal operation of the System.

10. WASTEWATER FLOWS.

(a) In order for the District to adequately plan for future treatment and disposal demands, the Customer shall submit to the District the Customer's projected annual Wastewater flow demands for each calendar year for the next five (5) years. Customer's Five Year Projected Annual Wastewater Flows for 2012 is attached and incorporated herein as Exhibit "I". The Customer's Five Year Projected Annual Wastewater Flows shall be updated annually on or before June 1 of each year during the term of this Agreement. The Customer agrees that its projected Wastewater flow demands for the first projected calendar year of the five (5) year projections shall be utilized for calculating the Minimum Charge as set forth in section 11 herein below, and that subsequent yearly flow projections for years two (2) through five (5) of the projections shall not be binding on the Customer but shall serve as estimates or projections of anticipated flows. Within 3 months of receiving the Customer's projected annual Wastewater flow demands, the District shall provide to the Customer a compilation of both Customer demands and District demands for the next five (5) year period.

(b) When Customer's three-month annual average daily flow ("AADF") for the most recent three consecutive months exceeds 80 percent of the Capacity Allocation, the Customer shall submit to the District a capacity analysis report.

i. If the initial capacity analysis report or an update of the capacity analysis report documents that the Capacity Allocation will not be equaled or exceeded for at least two (2) years, an updated capacity analysis report shall be submitted to the District at two-year intervals.

ii. If the initial capacity analysis report or an update of the capacity analysis report documents that the Capacity Allocation will be equaled or exceeded within the next two (2) years, an updated capacity analysis report shall be submitted to the District annually.

(c) The capacity analysis report or an update of the capacity analysis report shall contain data showing the monthly average daily flows, three-month

average daily flows, and annual average daily flows for the past three (3) years; seasonal variations in flow; flow projections based on local population growth rates and water usage rates for at least the next three (3) years; an estimate of the time required for the three-month average daily flow to reach the Capacity Allocation; and, if the estimate to reach the Capacity Allocation is less than six (6) months, a plan for addressing the projected flow above the Capacity Allocation. The Customer's plan may include a request for additional Capacity Allocation from the District.

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(d) The capacity analysis report shall be signed by the Customer and shall be signed and sealed by a professional engineer registered in Florida.

(e) The District may, but shall not be required to, accept Customer flow in excess of 125% of the Customer's Capacity Allocation at the District's sole discretion. The Customer shall take all steps necessary to ensure that peak flows transmitted to the District do not exceed the peak Wastewater flow limit of 1.38 MGD for the Capacity Allocation of 1.104 MG AADF. The Customer shall not exceed 125% of its Capacity Allocation for more than ninety (90) days in any rolling twelve (12) month consecutive period. Should the Customer's Wastewater flows exceed 125% of its Capacity Allocation, for more than ninety (90) days in any rolling twelve (12) month consecutive period, the Customer shall take steps to commence cure or reduction of the amount of Wastewater flow sent to the District's System or shall increase its Capacity Allocation by securing Additional Capacity from the District by a separate written agreement. The District is not required under this Agreement nor is there any other obligation on the District to increase its Capacity Allocation to the Customer beyond the 1.104 MG AADF. In the event that the Customer fails to commence cure to reduce the amount of its Wastewater flow to the Capacity Allocation or fails to secure additional Capacity Allocation sufficient to meet its actual Wastewater flow, after this ninety (90) days of excess wastewater flow within a rolling twelve (12) month consecutive period or if the Customer timely commences a cure or reduction but does decrease the amount of its Wastewater flow to below or at its Capacity Allocation within a total of one-

hundred and twenty (120) days from the beginning of such excess flows, the District may take such actions as necessary at the Customer's expense, to control or limit Wastewater flows from the Customer to its Capacity Allocation, including but not limited to, charging the surcharge for excess flows pursuant to paragraph 13.(a) v. below and installing structures and mechanical devices to regulate the Wastewater flow from the Customer or in the District's sole discretion, assess the Customer for additional capacity to provide for treatment of the Customer's Wastewater flows. Further, if the excess flows described herein continue beyond the one-hundred and twenty (120) day period, and no additional capacity is allocated by written agreement by the Parties, the District shall not attest or certify to regulatory agencies that adequate wastewater treatment is available for the Customer. Nothing in this section shall be construed to waive or rescind any rights of the District shall have pursuant to section 4.(b), regarding the limitation of the District's obligation to provide treatment and disposal only up to the amount of the Capacity Allocation.

(f) In the event that the performance of this Agreement by either Party is prevented or interrupted in consequence by Force Majeure or Inevitable Accident (as said terms are defined in section 28 hereinafter), governmental restrictions upon the use of or availability of Wastewater treatment plant capacities, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgment or restraining order of injunction of any court, said Party shall not be liable for such non-performance. Each Party agrees to promptly notify the other Party of any such event that would prevent it from performing its obligations pursuant to this Agreement. Each Party shall provide the other with a contact name and phone number for 24-hour availability in the event of an emergency in accordance with Section 29 below.

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(g) District reserves the right, in accordance with the Emergency Plan within the Operations Protocol attached hereto as **Exhibit "F"**, to temporarily restrict or otherwise limit the amount of Wastewater flow received from the Customer during periods of emergencies or storms as necessary for the efficient and effective operation of the RTP. In the event of an emergency event requiring the District to temporarily restrict or limit Customer Wastewater flows, District agrees to promptly notify Customer of any such emergency event that would require it to restrict or otherwise limit its ability to receive and treat Wastewater from Customer in accordance with the emergency notice provisions set forth in Section 29, below. In the event of any emergency reduction in the ability to treat Wastewater, both the District and the Customer shall reduce water use proportionately.

(h) The District is not required to accept Wastewater flow from the Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable permits.

(i) The Customer shall provide to the District for review and District approval must be obtained by the Customer for pump designs that will not exceed the peak hourly flow to the System prior to construction of the Customer's transmission pipeline to the Point of Connection.

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11. REUSE WATER.

At this time, the District has no plans to install or construct reclaim water or reuse facilities at the RTP. If at some point in time in the future within the Term of this Agreement, the District determines to develop reclaim water for direct or indirect potable use, it shall discuss such plans with the Customer. To the extent that net revenue over the cost of the provision of such reclaim water is generated, this revenue shall be used to offset operating costs of the RTP for both the District and Customer.

12. OPERATING PROTOCOL.

Nothing in the Operating Protocol shall conflict or supersede this Agreement. As may be needed, authority and responsibility is delegated to the General Manager of the District and the Village Manager of the Customer to modify, clarify and revise the Operations Protocol upon mutual agreement in writing. The Operation Protocol and any subsequent amendments in the future shall be filed with the District's Clerk.

13. RATES AND CHARGES.

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(a) District rates are as follows:

i. Volume Service Charge ("Flow Charge"). This component shall be computed and billed on a monthly basis at an initial rate of $4.65 per thousand gallons and adjusted in accordance with the True-Up Provision attached to this Agreement as **Exhibit "G."** (the "Flow Charge") and as set forth in subparagraph (a) ii below. The monthly charge is calculated based on the Flow Charge multiplied by greater of: 1) Metered Wastewater usage as measured by the Customer Service Meter in thousand gallons or fraction thereof; or 2) a Minimum Charge calculated as 25.0% of the current year Customer's Wastewater flow demand projection expressed in thousand gallons on a monthly basis as measured from the start of District acceptance of Customer flow (the "Minimum Charge").

ii. Rate True-Up Provision. On or after December 31 of the fifth (5th) calendar year after the Effective Date, and every subsequent year thereafter, either Party may request the Flow Charge be modified to conform with the true-up provisions and rate adjustments set forth in **Exhibit "G"** attached hereto (the "True-Up Provision"). The rate shall be modified pursuant to the parameters provided for in the True-Up Provision and adopted as the Flow Charge replacing the Flow Charge specified above. This modification to the rate by the District shall be performed and

completed within 180 days and incorporated into the following budget year's rate and shall not be applied retroactively.

iii. High Strength Waste Surcharge. The surcharge will be calculated according to the following formula provided in Section 9.04 of the District Policies provided in **Exhibit "B"**: Q_{month} x BOD/375. The surcharge will be charged for each day that Customer's Wastewater flow is in excess of the standard above.

iv. Salinity Surcharge. This component shall be computed and measured as follows: The surcharge will be assessed as a multiplier applied to the Flow Charge after thirty (30) days in a rolling twelve (12) consecutive month period that the salinity exceeds 4.0 parts per thousand at any time during that day to be measured at a point just upstream of the Point of Connection prior to discharge into the System. The multiplier will be calculated according to the formula:

Multiplier = $(1+(N_S/35))^3$ where N_S is the peak diurnal salinity measured in parts per thousand.

v. Excessive Inflow and Infiltration Surcharge. This component shall be computed as follows: The surcharge will be calculated as a multiplier applied to the Flow Charge for each day that the diurnal flow exceeds 1.38 million gallons and assessed as specified in paragraph 10.(e) above. The multiplier will be calculated according to the formula: **Multiplier** = $(Q_{Daily}/1.38)^2$ where Q_{Daily} is the measured total flow for each day beyond the one hundred and twenty (120) day limit within a rolling twelve (12) consecutive month time period that the flow exceeds 1.38 MGD. The multiplier will be applied to that flow that exceeds the allowed maximum of 1.38 MGD.

vi. Insurance Surcharge. This component shall be the Customer's Proportionate Share of the District's cost to insure the RTP based on Customer's Capacity Allocation assessed on an annual basis. District shall

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submit an annual invoice to Customer evidencing the annual cost to insure the RTP, and Customer shall pay its Proportionate Share within sixty (60) days of submittal of said invoice. Customer shall pay all invoices to the District as a condition precedent to any dispute or legal challenge of the invoiced amount. Notwithstanding anything to the contrary contained herein, Customer may dispute the amount of any invoice delivered by District by delivering written notice to District within ten (10) days of receipt of such disputed invoice. The Parties shall meet within ten (10) days of receipt of the District's receipt of the notification of a disputed invoice. At a minimum, both the Customer's Village Manager and the District's General Manager shall attend this meeting to resolve the disputed invoice. If agreement is reached, it shall be recorded in written form on the same day as the meeting and if necessary, an adjusted invoice shall be issued by the District within five (5) days of the meeting date. If the dispute is not resolved at meeting described above, the full amount of the invoice shall be due and owing within the thirty (30) days from the date of receipt of said invoice. Customer shall pay all invoices to the District as a condition precedent to any further dispute or any legal challenge of the invoiced amount. After the dispute process above is concluded, the Parties may proceed with any other dispute resolution or legal remedy available under this Agreement and applicable law. Any failure of the Customer to timely pay any invoice under this Agreement is a breach of this Agreement.

(b) Mandated Improvements. For improvements that are not the result of normal repair or renovation, and constitute future changes to the RTP as required for compliance with new state or federal Wastewater treatment requirements, the District shall provide written notification to Customer of the required improvement within fifteen (15) days of District's receipt of notification from the regulatory authority or from the date District first receives knowledge of the required improvement, and schedule a meeting to advise and explain to the Customer the need for the improvement. Not less than ninety (90) days after the

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Customer and District meeting, if the District determines that the proposed improvement is necessary to comply with new local, state or federal Wastewater treatment regulatory requirements, the District may commence work on the final design of the improvement and invoice the Customer for work performed and completed for Customer's Proportionate Share in accordance with its Capacity Allocation. The invoice from the District shall provide supporting documentation substantiating the cost charged to the Customer. Customer shall pay these invoices within ninety (90) days of receipt. Customer shall pay all invoices to the District as a condition precedent to any dispute or legal challenge of the invoiced amount. Notwithstanding anything to the contrary contained herein, Customer may dispute the amount of any invoice delivered by District by delivering written notice to District within ten (10) days of receipt of such disputed invoice. The Parties shall meet within ten (10) days of receipt of the District's receipt of the notification of a disputed invoice. At a minimum, both the Customer's Village Manager and the District's General Manager shall attend this meeting to resolve the disputed invoice. If agreement is reached, it shall be recorded in written form on the same day as the meeting and if necessary, an adjusted invoice shall be issued by the District within five (5) days of the meeting date. If the dispute is not resolved at meeting described above, the full amount of the invoice shall be due and owing within the thirty (30) days from the date of receipt of said invoice. Customer shall pay all invoices to the District as a condition precedent to any further dispute or any legal challenge of the invoiced amount. After the dispute process above is concluded, the Parties may proceed with any other dispute resolution or legal remedy available under this Agreement and applicable law. Any failure of the Customer to timely pay any invoice under this Agreement is a breach of this Agreement. The District shall not be required to provide financing to the Customer. Subject to the obligation of each Party to pay their proportionate share of the cost of any improvements, the District shall permit, manage, design, construct, inspect, test and place into service all improvement projects. The Customer agrees to use its best efforts to cooperate with the District in the design, construction, operation and maintenance of all

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improvement projects and shall promptly review any submittals sent by the District or give such other consideration of information as requested by the District and reasonably necessary to accomplish the improvement. The District shall make available upon written request, all records to the Customer regarding the design, construction and placing into service of all improvements and payments therefore. The Customer shall be sent copies of all regulatory agency reports required to be filed by the District related to any improvements, if requested by the Customer.

(c) The charges and fees required to be paid under subparagraph a, of this paragraph by the Customer are only applicable and due from Customer once the Customer's Wastewater flows are received by the District at the Point of Connection for treatment and disposal or three (3) years after the Effective Date, whichever comes earlier.

(d) If the District is required to increase capacity of the RTP or make modifications to handle or treat increased Wastewater flow within the District's System, the Customer shall not be responsible for any capital improvements or operating cost increases resulting from such expansion or modification.

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14. BILLING/NON-PAYMENT/SUSPENSION.

(a) Billings for Wastewater Services provided in accordance with this Agreement shall be rendered monthly. Invoices will be mailed by the 10th day of the month following the month for which service has been provided, based on the meter readings of the Customer System Meter taken by District employees on or about the 28th day of each month. The District shall bill the Customer in accordance with the rates, fees, charges, and surcharges which are duly in effect at the time service is delivered. Payments not received by the District on or before thirty (30) days pursuant to the Florida Prompt Payment Act may be subject to a late charge of five percent (5%) on the unpaid balance, such charge to defray the District costs in processing and otherwise administering late payments. In addition, per annum interest may accrue on the past due charges at a rate of ten percent

(10%) from the past due date until the date of receipt of payment by the District. For purposes of this paragraph, date of receipt of payment shall be the date of physical receipt of the payment by the District if hand-delivered or mailed, or date of transfer to the District's bank, if electronic funds transfer is used. Notwithstanding anything to the contrary contained herein, Customer may dispute the amount of any invoice delivered by District by delivering written notice to District within ten (10) days of receipt of such disputed invoice. The Parties shall meet within ten (10) days of receipt of the District's receipt of the notification of a disputed invoice. At a minimum, both the Customer's Village Manager and the District's General Manager shall attend this meeting to resolve the disputed invoice. If agreement is reached, it shall be recorded in written form on the same day as the meeting and if necessary, an adjusted invoice shall be issued by the District within five (5) days of the meeting date. If the dispute is not resolved at meeting described above, the full amount of the invoice shall be due and owing within the thirty (30) days from the date of receipt of said invoice. Customer shall pay all invoices to the District as a condition precedent to any further dispute or any legal challenge of the invoiced amount. After the dispute process above is concluded, the Parties may proceed with any other dispute resolution or legal remedy available under this Agreement and applicable law. Any failure of the Customer to timely pay any invoice under this Agreement is a breach of this Agreement.

(b) Except as provided in this Agreement, the use and amount of the Customer's Capacity Allocation may not be reduced by the District during the Term of this Agreement. In the event of non-payment of any amount due and owing hereunder, upon thirty (30) days written notice, the District may, in its capacity as RTP operator, discontinue approving permit applications or withhold certification or approval of wastewater capacity allowing the Customer and applicants within the Customer's service area to connect to or transmit additional wastewater to the RTP until the Customer cures such non-payment in full, together with all applicable interest. The remedies in this section are non-exclusive. The District reserves, without limitation, all rights and remedies available to it under law or in equity to

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obtain payment of amounts due.

(c) The Customer shall and does hereby covenant to set Wastewater rates for its respective customers at a level sufficient to pay all monies due to the District under this Agreement. The Parties intend to pay for and support the obligations in this Agreement through monthly customer billing revenues. Each Party shall have the right to seek any other means of financing available to it, including, but not limited to, bonds, grants, other assistance funds from federal or state sources, and private financing.

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15. PURCHASE OF CAPACITY ALLOCATION.

(a) In order to offset the capital costs incurred, and to be incurred, by District in connection with the design and construction of the RTP of sufficient design capacity to handle the expected flows from Customer's System, Customer shall pay $10,176,000.00 as its Capacity Allocation Charge to District for its Capacity Allocation of 1.104 MG AADF in the RTP. The Customer shall pay the District, a total of $1,500,000.00 on the Effective Date of this Agreement, $1,017,600.00 as an initial payment for the Capacity Allocation Charge and $482,400.00 for Plant Capacity Upgrades. The balance of $9,158,400.00 plus interest at a rate of 4 percent, shall be paid by the Customer to the District on monthly equal installments with the first payment beginning June 2013 and the final payment being received no later than ten (10) years from the Effective Date of the Agreement. The Capacity Allocation Charge shall be amortized over the ten (10) year term as set forth in the Amortization Schedule attached to this Agreement as **Exhibit "H."**

(b) Customer shall have the right to prepay the Capacity Allocation Charge, in whole or in part, without premium or penalty, based on the amounts set forth in the Amortization Schedule attached hereto as **Exhibit "H."**

(c) If the Customer terminates the Agreement by action, inaction or breach prior to the final payment being received by the District, after thirty (30)

days advance written notice from District and thirty (30) days opportunity to cure, any outstanding payments due on the Capacity Allocation Charge shall immediately become due and all monies shall be paid by the Customer within thirty (30) days of the Customer giving notice of termination or the expiration of the aforementioned cure period.

(d) Customer's obligation for the Capacity Allocation Charge is irrevocable and shall survive termination of this Agreement for any reason.

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16. PLANT CAPACITY UPGRADES.

Plant Capacity Upgrades are necessary for the District RTP treatment system to handle existing and Customer Wastewater include sludge handling system, shallow well installation, odor control measures, added chlorine contact volume and additional blowers. Of the $1,500,000.00 to be paid on the Effective Date of the Agreement by the Customer, $482,400.00 shall be allocated as a deposit by the Customer for the Customer's share of these upgrades and improvements. Any remaining cost shall be billed to the Customer as the projects are completed. Estimated cost of the improvements and the cost share by the Parties of all Plant Capacity Upgrades anticipated are shown in **Exhibit "E"**. Customer shall reimburse District for its proportional share as shown in **Exhibit "E"** of the actual cost of the upgrades. The District shall invoice the Customer for the cost of Plant Capacity Upgrades and provide supporting documentation substantiating the cost charged to the Customer. Customer shall pay all invoices for Plant Capacity Upgrades within ninety (90) days of receipt. Customer shall pay all invoices to the District as a condition precedent to any dispute or legal challenge of the invoiced amount. Notwithstanding anything to the contrary contained herein, Customer may dispute the amount of any invoice delivered by District by delivering written notice to District within ten (10) days of receipt of such disputed invoice. The Parties shall meet within ten (10) days of receipt of the District's receipt of the notification of a disputed invoice. At a minimum, both the Customer's Village

Manager and the District's General Manager shall attend this meeting to resolve the disputed invoice. If agreement is reached, it shall be recorded in written form on the same day as the meeting and if necessary, an adjusted invoice shall be issued by the District within five (5) days of the meeting date. If the dispute is not resolved at meeting described above, the full amount of the invoice shall be due and owing within the thirty (30) days from the date of receipt of said invoice. Customer shall pay all invoices to the District as a condition precedent to any further dispute or any legal challenge of the invoiced amount. After the dispute process above is concluded, the Parties may proceed with any other dispute resolution or legal remedy available under this Agreement and applicable law. Any failure of the Customer to timely pay any invoice under this Agreement is a breach of this Agreement.

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17. <u>CUSTOMER'S CONSTRUCTION AND MAINTENANCE OF TRANSMISSION FACILITIES</u>.

(a) Customer's System. The Customer shall build, operate and maintain any transmission facilities necessary to carry Customer's Wastewater flows to the System at the Point of Connection. The District shall cooperate with the Customer in locating the property necessary for construction of the pipeline to the Point of Connection. In no case shall the Customer construct a master pump station in the District service area.

(b) The transmission main, master pump station and any utility appurtenances constructed by the Customer shall be located so as to maintain a reasonable clearance on all sides of the System to allow for necessary operations and maintenance access. The District agrees to make reasonable efforts not to interfere with any Customer's operations on District-owned lands and rights-of-way. The District agrees to provide the necessary easements to Customer for construction, installation, access and maintenance and operation for connection of the Customer System to the RTP at the Point of Connection. The Customer agrees

to make reasonable efforts not to interfere with any District operations on District-owned lands and rights-of-way.

(c) The Customer is responsible for all costs for the construction, operation and maintenance of the Customer System, including the collection system, local pump stations, transmission main, and master pump station required by this Agreement.

(d) Wastewater treatment facilities have to employ measures and strategies to eliminate odor from the facilities for treatment and transmission pipelines. These measures and strategies are iterative and evolving in nature and difficult to define prior to actual treatment of the Wastewater. The Customer agrees to use its best efforts to install and maintain its collection and transmission systems to the Point of Connection so as to prevent or mitigate odor problems at the RTP and along the transmission pipeline to the RTP. The Customer shall implement odor control measures to meet the standards set by the District Policies such as a chemical feed system at the master pump or other equal or superior methods to effectively eliminate odor. Initial odor control designs for facilities for Customer's System shall be submit to the District for review on or before six (6) months of the Effective Date of this Agreement and no connection of the transmission pipeline shall occur until the District has approved an acceptable design for odor control facility. The approved odor control facility shall be constructed and fully operational before Wastewater flow is sent to the RTP from the Customer. The District shall develop odor standards that will apply to both the System and the Customer's System and will be adopted as District Policies. Customer shall coordinate the implementation of the odor control measures required by the District and the operation of these facilities to avoid potential harm to the RTP process or odor at the RTP or along the transmission pipeline as specified in the Operations Protocol.

18. <u>NO ACQUIRED RIGHTS</u>.

Neither Party shall, by reason or any provision of this Agreement, or the use of

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facilities hereunder, or otherwise, acquire any vested or adverse right or future right, in law or equity, in the treatment, collection or disposal system owned by the other Party. The use, rental, or license of treatment services after the expiration of the Term of this Agreement or under any renewal thereof shall not be deemed to initiate, create, or vest any rights, save those herein expressly stated and enumerated.

19. RESTRICTION ON SERVICE.

Nothing in this Agreement shall grant a right to the Customer to, and the Customer agrees that it shall not, provide any Wastewater Service to users located within the District's service area, as it exist as of the date of this Agreement and into the future.

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20. OWNERSHIP AND OPERATION.

It shall be understood between the Parties hereto that each Party owns its own Wastewater collection system and each is a separate and independent system from the other. Further, the System shall be the sole property and responsibility of the District regardless of any purchase of Capacity Allocation made, or to be made, by Customer. The Parties agree that District has sole and exclusive authority as to the administration, operation and maintenance of the System, establishing the annual budget, establish and amending service fees, rates, and other charges as provided in the District enabling legislation for the efficient operation and maintenance of the facilities and all other matters and things pertaining to the wastewater transmission, treatment, and disposal facilities. However, District agrees to consider the recommendations that it receives from the Customer.

21. DISCONNECTION.

Should this Agreement terminate for any reason or expire, the connections, pipes and appliances connected to the System shall be disconnected by the Customer within one (1) year of termination or expiration or as otherwise agreed to by the Parties.

22. TERM.

Unless terminated sooner as otherwise provided in this Agreement, the Term of this Agreement shall be for thirty (30) years from the Effective Date of the Agreement ("Term"), provided that this Agreement may be terminated by mutual consent and written agreement of the Parties. Thereafter, this Agreement shall automatically renew for two (2) ten (10) year Terms unless notice is given by either Party to the other at least sixty (60) months prior to the expiration of the Term or of any renewal Term terminating this Agreement effective as of the expiration of the then current Term.

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23. ASSIGNMENT/SALE BY THE CUSTOMER.

The Customer has the right to sell or assign the Customer System, in part or in whole, to any federal, state, or local governmental entity (or any agency or instrumentality of any such entity) upon such terms and conditions as it may negotiate. Any such sale or assignment shall be subject to the terms and conditions of this Agreement. Notice of an assignment of rights to a governmental entity must be provided to the District in writing. The use of a private operator or contractor to operate and maintain the Customer System is not prohibited by this Agreement and does not constitute an assignment of this Agreement. However, no assignment of any right or obligation of this Agreement shall be effective to any private operator or contractor.

24. ASSIGNMENT/SALE BY THE DISTRICT.

The District has the right to sell or assign the System, in part or in whole, to any federal, state, or local governmental entity (or any agency or instrumentality of any such entity) upon such terms and conditions as it may negotiate. Any such sale or assignment shall be subject to the terms and conditions of this Agreement. Notice of an assignment of rights to a governmental entity must be provided to the Customer in writing. The use of a private operator or contractor to operate and maintain the District's system is not prohibited

by this Agreement and does not constitute an assignment of the Agreement. However, no assignment of any right or obligation of this Agreement shall be effective to any private operator or contractor.

25. SUPERSEDES; AMENDMENTS.

This Agreement replaces and supersedes any and all prior and contemporaneous negotiations, discussions, and representations of the Parties. This Agreement, together with all its Exhibits, is the final agreement of the Parties with respect to its subject matter. This Agreement may be modified and amended only by written instrument executed by the Parties hereto.

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26. LIABILITY.

The Customer agrees that the District shall not be liable in or any way responsible for any costs, claims or losses incurred by the Customer as a result of actions by regulatory bodies, including the FDEP or any other agency having jurisdiction over such matters regarding the Customer's System. The District agrees that the Customer shall not be liable in or any way responsible for any costs, claims or losses incurred by the District as a result of actions by regulatory bodies, including the FDEP or any other agency having jurisdiction over such matters regarding the System unless the Customer fails to satisfy the Wastewater quality requirements provided for in this Agreement or by law and said failure is material or uncured.

27. HOLD HARMLESS.

Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Customer agrees to indemnify, defend, save, and hold harmless District from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by Customer, its agents or employees, or due to any negligent act, occurrence or omission of

Customer, its agents or employees in the operation of its Customer System. Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, District agrees to indemnify, defend, save, and hold harmless Customer from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by District, its agents or employees, or due to any negligent act, occurrence or omission of District, its agents or employees in the operation of its System. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the limitations set forth in Section 768.28, as currently in effect or as lawfully amended in the future.

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28. FORCE MAJEURE.

Any cessation of Wastewater disposal or other Wastewater Service interruptions and any consequences caused by Force Majeure or Inevitable Accident, shall not constitute a breach of this Agreement on the part of the District and the District shall not be liable to the Customer or its inhabitants or customers or contractors for any damage resulting from such cessation or interruption of Wastewater disposal service. As used herein, Force Majeure shall mean an act of God, which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable Accidents or occurrences shall mean those which are unpreventable by the District and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockages, acts of terrorism, insurrections, riots, federal, state, county and local governmental restrictions, regulations and restraints, military action, civil disturbances, explosions, and conditions in federal, state, county and local permits.

29. NOTICE.

All notices, requests, and other communications which are required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly

given or delivered personally when sent to the General Manager of the District or the Village Manager of the Customer, by facsimile, telex or telegram, electronic mail or when mailed first class, registered or certified, postage pre-paid as set forth below:

If to District, to:

Key Largo Wastewater Treatment District
General Manager
PO Box 491
Key Largo, FL 33037

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with a copy to:

Douglas Manson
1101 West Swann Avenue
Tampa, FL 33606

If to Customer to:

Islamorada Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
Attn: Village Manager

with a copy to:

Nina L. Boniske, Esq.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134
Tele: (305) 854-0800
Fax: (305) 854-2323

In addition to the standard notice provisions set forth above, each party shall identify an emergency contact in accordance with Section 10.(f) of this Agreement, as set forth below:

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If to District, to:

Manager on Duty

Cell No. (305) 942-1325

If to Customer to:

Manager on Duty

Cell No. (305) 359-0813

30. SEVERABILITY.

If any one or more sections, clauses, sentences or part of this Agreement shall for any reason be questioned in any Court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confirmed in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this Agreement in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances.

31. GOVERNING LAW; VENUE.

This Agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County, Florida.

32. RECORDS; RIGHT TO AUDIT.

The Parties agree to maintain all books, records, and documents directly pertinent to performance under this Agreement during and for a period of three (3) years after the Term of this Agreement, and to permit the other Party access to, inspection and the right to audit books and records at any time during the Term of this Agreement subject to advance written notice or as otherwise specified herein.

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33. DISPUTE RESOLUTION.

(a) With respect to any dispute, claim, or controversy arising out of or relating to this Agreement, or any Party's performance thereof, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of any charge or assessment, the Parties agree that:

i. In the event of a dispute not resolved in the normal course of business, the Parties shall utilize the process for dispute resolution set forth in Chapter 164, known as the "Florida Governmental Conflict Resolution Act". In accordance with Section 164.1041(1), insofar as any of the dispute resolution provisions of this Agreement are in conflict with Chapter 164, and as may be amended, the terms and provisions of Chapter 164 shall control and govern.

ii. In the event of a dispute arising out of or relating to this Agreement, the parties agree to continue to perform their respective obligations under this Agreement pending final resolution of any such dispute. Those obligations include but are not limited to the obligation of the District to provide wastewater services and the obligation of the Customer to pay for those services in accordance with this Agreement.

iii. In accordance with section 164.1052, the aggrieved Party shall give notice of the initiation of conflict resolution procedures to the other Party,

(1) The governing body of the aggrieved Party shall commence the conflict resolution process by passage of a resolution by its members. The resolution shall state that it is the intention of the governing body to initiate the conflict resolution procedures provided in Chapter 164, and shall specify the issues or matters in conflict. The date of initiation of the conflict resolution procedure shall be the date of the passage of a resolution by a governmental entity.

(2) Within 5 days after the passage of the resolution, a letter and a certified copy of the resolution shall be provided to the chief administrator of the other Party [The General Manager of the District or the Village Manager of the Customer], by certified mail, return receipt requested.

(3) The letter shall state, at a minimum, the nature of the conflict, the justification for initiating the conflict resolution process, the proposed date and location for the conflict assessment meeting to be held pursuant to Section 164.1053, and suggestions regarding the officials who should be present at the conflict assessment meeting.

iv. In accordance with Section 164.1053, within 30 days of the receipt of the letter initiating the conflict resolution procedure, a conflict assessment meeting shall be scheduled to occur, for which meeting public notice shall be given in accordance with Section 164.1031(7), and at which meeting the chief administrator of each Party, or his or her designee, shall be present.

(1) If a tentative resolution to the conflict can be agreed upon at the conflict assessment meeting, the Parties may proceed with whatever steps they deem appropriate to fully resolve the dispute.

(2) If a tentative resolution to the conflict cannot be agreed upon at the conflict assessment meeting, the Parties shall schedule a

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joint public meeting as described in Section 164.1055, which meeting shall occur within 50 days of the receipt of the first letter initiating the conflict resolution process from the initiating Party.

(3) After the conclusion of the conflict assessment meeting, any Party may request mediation as provided in Section 164.1055(2).

v. If the dispute has not been resolved after holding a conflict assessment meeting, as specified in Section 164.1053, the Parties shall schedule a joint public meeting in accordance with Section 164.1055.

(1) The Party first initiating the conflict resolution process shall have the responsibility to schedule the joint public meeting and arrange a location.

(2) If the Parties agree, the assistance of a facilitator may be enlisted to assist them in conducting the meeting.

(3) In this joint public meeting, the governing bodies of the Parties shall:

(A) Consider the statement of issues prepared in the conflict assessment phase.

(B) Seek an agreement.

(C) Schedule additional meetings of the Parties in conflict, or of their designees, to continue to seek resolution of the conflict.

vi. If no agreement is reached after holding the said joint public meeting, the Parties shall participate in mediation as set forth in Section 164.1055(2).

(1) The costs of mediation shall be equally divided between the Parties.

(2) The Parties shall endeavor in good faith to select a

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mutually acceptable mediator.

(3) If the Parties are unable to mutually agree on a mediator within 14 days after the joint public meeting, the Parties shall arrange for a mediator to be selected or recommended by an independent conflict resolution organization, such as the Florida Conflict Resolution Consortium, and shall agree to accept the recommendation of that independent organization, or the Parties shall agree upon an alternate method for selection of a mediator.

(4) Upon the selection of a mediator, the Parties shall schedule mediation to occur within 14 days, and shall issue a written agreement on the issues in conflict within 10 days of the conclusion of the mediation proceeding.

(5) Any mediation under this Agreement shall be held in Monroe County, Florida.

vii. If the conflict has been resolved by and through any phase of Chapter 164, the Parties shall pass any required ordinance, resolution, or interlocal agreement that reflects the terms or conditions of the resolution to the conflict.

viii. If the said dispute has not been resolved by and through the procedures provided in Chapter 164, the Parties may avail themselves of any otherwise available legal rights.

34. COUNTERPARTS.

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which, when so executed and delivered, shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. A facsimile version of any signature shall

be deemed an original for all purposes.

35. THIRD PARTY BENEFICIARY.

This Agreement is solely for the benefit of the Parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Agreement. This Agreement creates no rights or causes of action for any contractors working for a Party to this Agreement, who operates, constructs or designs all or any portion of the System or Customer System or works for any Parties' customers.

36. REMEDIES; WAIVER.

No right or remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing. The failure of either Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the Parties may be exercised from time to time and as often as may be deemed expedient by the Parties, as they case may be.

37. ATTORNEYS' FEES AND COSTS.

In the event there is litigation arising under or related to Agreement, each Party shall pay its own attorney's fees and costs and expenses incurred in enforcing the Agreement including any appellate attorney's fees.

38. INCORPORATION BY REFERENCE; AGREEMENT CONTROLS.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference. In the event of any conflict between the terms and conditions of this Agreement and the Exhibits attached hereto, the Parties agree that this Agreement shall control.

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39. JOINT PREPARATION.

The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial interpretation, be construed more severely against one of the parties than the other.

40. SURVIVABILITY.

Any provision of this Agreement that is continuing in nature or imposes an obligation which extends beyond the expiration or termination of this Agreement shall survive its expiration or termination.

41. HEADINGS.

The headings and other captions contained in this Agreement are provided for reference and convenience purposes only and are in no way intended to describe, interpret, define, expand, or limit the scope, extent, or intent of this Agreement, or any provision hereto.

42. IMPLEMENTING ACTIONS OF THE PARTIES.

The parties shall take any and all necessary and appropriate actions relating to the implementation of this Agreement.

43. WASTEWATER VIOLATIONS AND LITIGATION.

Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Customer agrees to hold and save

harmless the District from costs and expenses incurred by Customer or the District in any litigation to which Customer or District may be a party, as either plaintiff or defendant, resulting from the effects of the improper introduction of materials in violation of this Agreement's provision regarding Wastewater quality or federal, state and local laws and regulations by Customer, or any user of Customer's collection system, into the District System which may cause damage within the System. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the limitations set forth in Section 768.28, as currently in effect or as lawfully amended in the future.

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44. CONSEQUENTIAL DAMAGES.

Neither Party shall be liable for consequential damages for services provided in this Agreement to each other or any other entity or person regarding this Agreement.

45. INTERLOCAL AGREEMENT.

This Agreement shall constitute an interlocal agreement pursuant to section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

DISTRICT:

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: Robert Majeska

Chairman Robert Majeska

ATTEST

By: Carol Walker

District Clerk Carol Walker

Date: 5-15-12

Key Largo Wastewater Treatment District Seal

Approved as to Content and Legal Sufficiency:

By: _____

Its: District Special Counsel

Date: 5/16/2012

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IN WITNESS WHEREOF, the Parties hereto have caused these presents to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

CUSTOMER:

ISLAMORADA, VILLAGE OF ISLANDS,

a Florida municipal corporation

ATTEST:

_____ By: _____

Village Clerk

Michael Reckwerdt, Mayor

Date: 5/22/12

Approved as to Form and

Legal Sufficiency:

_____

Village Attorney

A

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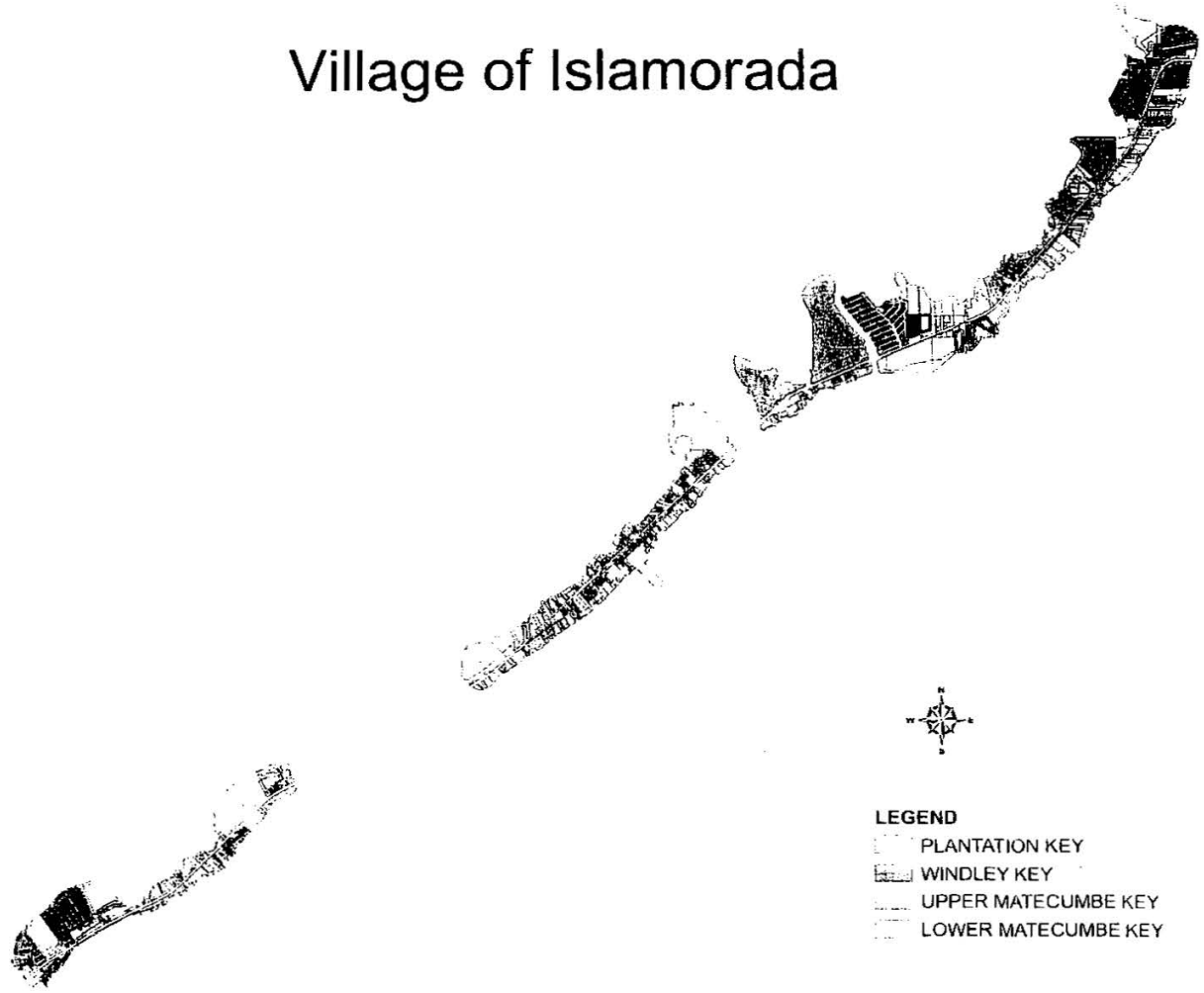
Doc# 1885945
Bk# 2573 Pg# 1011

EXHIBIT "A"

VILLAGE SERVICE AREA MAP

Village of Islamorada



Doc# 1885945
Bk# 2573 Pg# 1013

B

DocN 1885945
Bk# 2573 PgN 1014

EXHIBIT "B"

DISTRICT RULES AND REGULATIONS

KEY LARGO WASTEWATER TREATMENT DISTRICT

GENERAL RULES AND REGULATIONS

Doc# 1885945
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APRIL 5, 2011

Doc# 1885945
Bk# 2573 Pg# 1016

KEY LARGO WASTEWATER TREATMENT DISTRICT GENERAL RULES AND REGULATIONS

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Article I. General

Section 1.01 District Description and Organization.

The Key Largo Wastewater Treatment District is an Independent Special District authorized by the Key Largo Wastewater Treatment District Act (Chapter 2002-337, Florida Statutes, as amended.) The principle function of the District is to perform such acts as necessary for the sound planning, acquisition, development, operation, and maintenance of a wastewater management system to serve the island of Key Largo, an unincorporated portion of Monroe County, Florida. The District complies with the operating and reporting requirements of Chapter 189, Florida Statutes as applicable to Special Districts.

The District is not subject to the Florida Administrative Procedure Act (Chapter 120, Florida Statutes) or the Uniform Rules of Procedure (Title 28, Florida Administrative Code.)

Section 1.02 District Service Area.

The District's Service area includes the territory consisting of the island of Key Largo, including all lands east of Tavernier Creek, including Tavernier, Key Largo, and Cross Key, with the exception of Ocean Reef, all in Monroe County, Florida.

Section 1.03 District Board of Wastewater Commissioners.

The District is governed by an elected Board of five Wastewater Commissioners.

The District will exercise, through the Board, all powers enumerated in the Key Largo Wastewater Treatment District Act, including but not limited to the power to adopt rules and regulations relating to the exercise of such powers for the regulation of the use and supply of wastewater systems for the District's service area, and will also exercise such other authority as may exist under general or special law, and all authority implied by or necessary or appropriate to the same.

The Board governs the policymaking and other statutorily prescribed duties and powers of the District pursuant to the Key Largo Wastewater Treatment District Act. The Board may act only adopting a resolution at a publicly noticed meeting.

The Board may, by resolution, delegate the authority to a Commissioner or other person to take any actions reasonably necessary and appropriate to implement a Board resolution. In the absence of such delegation of authority, an individual Commissioner has no authority to take or refrain from taking any action on behalf of the District or to direct any other person to do so.

Notwithstanding the foregoing, an individual Commissioner is authorized to request District Counsel to provide legal services on behalf of the District.

Section 1.04 District General Manager.

The General Manager oversees the day-to-day operation of the District as authorized or directed by the Board.

Section 1.05 District Clerk.

(1) The District Clerk is the person responsible for receiving, recording, filing, and transmitting District documents, recording District business, and acting generally as the initial point of contact for persons seeking to conduct business with the District.

Section 1.06 Office Location.

The main office of the District is located at 98880 Overseas Highway, Key Largo, Florida, 33037. The District's mailing address is PO Box 491, Key Largo, FL 33037. The telephone number is (305) 453-5804.

Section 1.07 Office Hours.

District office hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday, except on Official Holidays.

Section 1.08 Conducting Business with the District.

Unless otherwise specifically provided in these rules, all comments, correspondence, communications, or requests for information should be directed to the Clerk or General Manager at the District Office.

Section 1.09 District Meetings.

All meetings of the Board are public meetings conducted in accordance with section 286.011, Florida Statutes, including the maintenance and recordation of official minutes. Board decisions are made at District Meetings. In addition, a meeting of the Board may include one or more segments as described below:

(1) Workshops are gatherings of members of the Board or its staff as designated by the Board for the purposes of discussion of District business and projects, at which time rule drafting may occur but no official vote may be taken nor rule or regulation adopted. Such workshops will be open to the public, but it will be within the discretion of the Board whether or not to permit public comment.

(2) Public hearings are public gatherings of the Board for the purpose of obtaining information and receiving public comment on activities proposed by the Board, but at which no official action may be taken nor rule or regulation adopted.

(3) Public forums or community meetings are public gatherings of the District's Board and/or designated representatives for the sole purpose of exchanging information and receiving public comment on activities relative to the District, but at which no official action may be taken nor rule or regulation adopted.

Section 1.10 Handicap Access to Meetings.

Whenever the District has scheduled a meeting at which official acts are to be taken and has received, at least forty-eight (48) hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, there will be provided a manner by which such person may attend the meeting or the meeting will be rescheduled to a site accessible to such person. If a physically handicapped person objects in writing to the use of human physical assistance in lieu of the construction or use of ramps or other mechanical devices, such human physical assistance will not be used in lieu of ramps or mechanical devices.

Section 1.11 Rules and Regulations Development and Adoption.

The District operates under rules and regulations which are approved by the Board.

(1) Rules and Regulations Development. The adoption, amendment, or repeal of District rules and regulations (including rates) will occur at public meetings.

(2) Drafting of Rules and Regulations. Any person may propose new or amended rules or regulations for Board consideration and possible adoption. Prior to

(3) Public Notice. Except in cases where the Board determines that immediate adoption of a rule or regulation is appropriate, the District will publish public notice of the proposed rule or regulation in one or more newspapers that are regularly distributed within the District Service Area. The notice will describe the purpose and effect of the proposed rule or regulation, will include information for the public to obtain a copy, and will set forth the time and place of the public meeting at which the proposed rule or regulation will be considered for adoption. The Board may, in its discretion, require that more than one publication of the proposed rule or regulation be made. The publication will be made not less than seven days prior to the meeting at which the proposed rule or regulation will be considered for adoption.

(4) Public Input. The District will receive and maintain all public input relative to rules and regulations as part of the permanent record. The permanent record will include any written comments from the public and comments of speakers made at public meetings. The Board may, in its discretion, hold more than one public meeting to receive input as to any proposed rule or regulation.

(5) Recordkeeping. The District Clerk will maintain records of rules and regulations.

Section 1.12 Access to Public Records.

All District public records, as that term is defined in Chapter 119, Florida Statutes, may be inspected and copied at the District's main office during office hours, unless otherwise restricted by law.

All forms and instructions used by the District in conducting its business are available without cost at the main office. Copies of other public records held by the District may be made at a charge equal to the cost of reproduction, pursuant to section 119.07(1), Florida Statutes.

If more than ten (10) pages are requested to be copied, the District may require that the copies be made at its convenience within a reasonable time to be picked up by the recipient or forwarded to the recipient. In that event, the Person seeking the public records must pay the cost of such copies and the estimated postage fee in advance.

Section 1.13 Limitation of Access to Records.

It is the policy of the District to permit maximum public participation by each and every Person affected by its activities.

Public records requests may be made orally or in writing. When a Person asks to see public records, the request will be referred to the Clerk, who will coordinate the production of such records and, in conjunction with District Counsel, will assert, on behalf of the District, any applicable privilege. All oral requests and responses will be recorded in written form and a copy of the record of the request and production will be maintained on file. The District may charge the fees allowed by law for production and copying, including without limitation, the special fees allowed for the extensive use of information technology, resources, or labor cost. The District will

charge $1.00 per page for certified copies or a greater charge as may be subsequently allowed by law.

Doc# 1885945
Bk# 2573 Pg# 1021

Article II. District Procurement of Goods and Services

The District procures goods and services pursuant to the District Procurement Policy.*

Doc# 1885945
Bk# 2573 Pg# 1022

* Article revised by Resolution 18-10-10 to incorporate District Procurement Policy by reference on 10/05/10

Article III. Provision of Wastewater Service in General

Section 3.01 Availability of Wastewater Service.

The existence of a Force Main adjacent to or near the premises of an applicant for Wastewater Service does not necessarily mean that such service is available to that location. Wastewater Service in areas where only Force Mains exist may require the installation of a Wastewater Collection System. The availability of Wastewater Service will be determined by the District. The District will, in its discretion provide gravity collection systems, vacuum collection systems, low pressure collection systems, or force main Points of Service in various areas of the District after consideration of cost, reliability, and other factors, and the recommendations of staff and design professionals.[†]

Section 3.02 Wastewater Connections.

(1) Installations on private property. The District will design and construct wastewater facilities in a manner, and in locations, that the District believes will provide for cost-effective and efficient collection and transmission of wastewater. The Owner of private property is entitled and obligated to provide a lateral connection between any improvements and the Point of Service. Whenever Wastewater Service is required, the Owner must ensure that permitting and construction of laterals, and abandonment of septic tanks, are performed in compliance with applicable law and the District's then-current Minimum Design and Construction Standards and Specifications for Wastewater Systems.

(2) Cross-Connections. Any physical arrangement or connection of pipes, fixture, or other water facility between a system containing water and a system containing Wastewater or any other substance is prohibited. Should such a connection be determined to exist, the District may terminate Service until such time as the connection or arrangement of systems has been reconnected to the District's satisfaction.

(3) Contiguous Properties. No Customer may extend Wastewater lines across a public street, alley, or other public or private highway or property not owned by that Customer.

Section 3.03 Duty to Make Payment.

A Customer that receives Wastewater Service from the District is responsible for all fees and charges incurred in connection with the rendering of service. Failure to pay amounts due the District within the time designated for payment may result in the disconnection of Wastewater Service until all amounts due the District have been paid in full

Section 3.04 District Powers to Collect Amounts Due.

(1) The District is authorized to fix and collect rates, rentals, fees, and charges for the use of any Wastewater System facilities.

(2) The District may provide for reasonable penalties against any User for any charges that are delinquent.

[†] Last sentence added by Resolution 18-10-10 on 10/05/10.

(3) In the event that a delinquency occurs and the delinquent charges are not paid and remain delinquent for 30 days or more, the District may discontinue and shut off services until such delinquent charges, together with interest, penalties, and fees for shutting off, discontinuing, and restoring such services are fully paid.

(4) The District may recover delinquent charges, together with interest, penalties, and fee for shutting off, discontinuing, and restoring such services, together with reasonable attorneys' fees and other expenses by suit in any court of competent jurisdiction, and by any other lawful method of enforcement.

(5) Any and all power or authority available to the District to enforce the use of its facilities whenever and wherever they are available and enforce, recover or collect any rates, fees or charges imposed by the District are cumulative, supplemental, and alternative. The District is not constrained to select a single approach, nor is it constrained to seek a single remedy in enforcing any power or authority available to it.

(6) The District will use reasonable diligence to provide continuous service, but will not be liable to the customer for any damages or loss caused by system failure or interruption of service.

(7) The District reserves the right to transfer debts owed by an Owner/Customer for Service provided to a given Premises to any other Active Account of the Customer for service, and to take appropriate measures for securing payment of such debt.

Section 3.05 Duty to Protect District Property.

(1) The Customer is under a duty to exercise due care to protect any District Wastewater facilities that are located on the Customer's property.

(2) The Customer may not allow anyone access to such facilities, except the District's agents or Persons otherwise authorized by law, each of whom will first display to the Customer identification and evidence of authorization for entry.

(3) When the District's facilities are damaged by contractors, governmental agencies, or others, the District will repair such damage and charge the total cost thereof to the Persons causing the damage.

(4) In the event of any loss or damage to the District's property or any Wastewater Facilities arising from the negligence or intentional misuse by the Customer, its agents, invitees, or assignees, the total cost of replacing such loss or repairing such damage will be charged to the Owner at cost.

Section 3.06 Tampering.

(1) Tampering with water meters or the District's Wastewater System components or facilities, including but not limited to, collection mains, manholes, Force Mains, pump stations, vacuum valve chambers, vacuum valves, fixtures, appurtenances, security devices, signs, or enclosures is prohibited by section 812.14, Florida Statutes.

(2) Section 812.14, Florida Statutes, provides for civil remedies against Tampering. Any Person found in a civil action to have violated the provisions of section 812.14, Florida Statutes, may be liable to the District in an amount

(3) The Owner must promptly report any Tampering to the District and is responsible for any Tampering caused by its agents or other Persons using the Premises with or without the Owner's consent.

(4) Upon receipt of notification by either an individual or employee of the District that there is reasonable cause to suspect that Tampering with District's property or facilities has occurred at any premises served by the District, the District will cause an investigation to be made of those premises.

(5) If an on-site inspection verifies that Tampering has occurred, the District will charge a Tampering investigation charge to cover its expenses in conducting said investigation and take measures to deter further Tampering. Any Tampering that results in a substantial reduction in the cost of services received by a person, the District will charge a Tampering Charge.

(6) If it is reasonably established that the person who has tampered with District facilities is the same person who occupied or resided at the site at the time of the Tampering, then that person will be responsible for the Tampering Charge and all other appropriate charges. However, if that Person demonstrates that another party is responsible for the Tampering, the District will use such demonstration as its basis to pursue appropriate and adequate restitution for said Tampering from the other party demonstrated to have been the one doing the Tampering.

(7) Tampering will be presumed to have been caused by the Customer or Owner that receives a monetary or other economic benefit therefrom.

(8) Tampering that results in a substantial reduction in the cost of services received by a Customer will be presumed to have been known to the Customer if not reported to the Authority within one billing period after the reduction in the cost of the Service received becomes evident. In such event it will be presumed that the Tampering was willfully allowed to persist by the Customer.

(9) The District may, without prior written authorization, confiscate any materials or facilities/that are connected to the Authority's Wastewater system for use as evidence in further legal proceedings.

(10) For Tampering charges, see Section 9.05.

Section 3.07 Inspection of Customer Installation.

(1) All installations of Wastewater Facilities or changes therein are subject to inspection by the District to ensure that piping, equipment and other facilities have been installed in accordance with the District's Minimum Design and Construction Standards and Specifications.

(2) The District has the right, but not the duty, to inspect the Customer's installation prior to rendering Service and from time to time thereafter to ascertain the Owner's/Customer's compliance with District rules and regulations, but the District assumes no responsibility whatsoever for any defects that are not detected by any such inspection.

Section 3.08 Customer's Duty to Maintain Installation.

(1) The Customer may not utilize any appliance or device which may adversely affect Wastewater Service. The District reserves the right to withhold or to discontinue Wastewater Service whenever any such apparatus or device is being used.

(2) The Customer's apparatus and equipment must be maintained in sound operating condition in accordance with standard practice, the rules and regulations of the District, and all other governmental regulations applicable thereto.

(3) No changes in the Owner's installation that will materially affect the proper operation of the District's Wastewater Facilities may be made without the prior written consent of the District. The Customer is liable for any damage resulting from a violation of this provision.

(4) Any violation of this subsection may result in termination of service or any other action available to the District by law. Petitions for enforcement may request declaratory relief; temporary or permanent equitable relief; any fine, forfeiture, penalty or other remedy provided by statute; any combination of the foregoing; or, in the absence of any other specific statutory authority, a fine not to exceed $1000.00.

Section 3.09 Customer Compliance with District Rules and Regulations.

(1) The Owner/Customer must comply with the District's rules and regulations as duly adopted or as they may subsequently be revised, or amended.

(2) The District has the right to refuse to provide Service or discontinue Service. Failure to comply with the requirements of this subsection may result in disconnection of service.

Section 3.10 District License to Enter upon Property.

As a condition of connection to District Wastewater Service, the owner and occupant of the property upon which required facilities extensions and connections are located grants a license to the District to enter upon the affected property for the following purposes:

(1) To inspect the installation or connection. The District has the right, but not the duty, to make on-site inspections.

(2) To discontinue and shut off services to delinquent accounts.

(3) To remove the District's property.

(4) For other purposes incidental to performance or termination of Wastewater Service.

The Owner may not impede free access to any District facilities or other infrastructure connected to or served by District facilities.

In the event the District is unable to obtain access, Wastewater Service may be terminated.

Section 3.11 District Right to Refuse to Provide Service.[‡]

No payment of costs, submittal of an application or other act to receive, Wastewater Service will guarantee such service. The District has the right to refuse to extend service on the basis of a use detrimental to the system, lack of payment of required fees or charges, or for any other reason which, in the judgment of the District, applying sound engineering principles, will cause the extension not to be of benefit to the District.

Section 3.12 Discontinuance or Termination of Service.

The District may discontinue or terminate Wastewater Service to any Customer who violates the provisions of these rules, including, but not limited to, Delinquency of any amounts owed the District.

[‡] This heading revised by Resolution 18-10-10 on 10/05/10.

Article IV. Mandatory Connection

Section 4.01 Mandatory Connection Findings.

The District has ascertained, determined, and declared that:

(1) The Florida Legislature has identified the Florida Keys as an area of critical state concern; pollution and questionable water quality resulting from the absence of adequate Wastewater Treatment throughout the Florida Keys is a threat to the environment and the health, safety and welfare of landowners and persons inhabiting the Florida Keys.

(2) The Florida Legislature has charged the District with the responsibility to plan and provide for water and sewer systems within the Florida Keys and to enforce the use of its Wastewater Facilities whenever and wherever they are accessible.

(3) The Florida Legislature has empowered the District to both prohibit the use of and mandate the use of Wastewater Facilities within the Florida Keys.

(4) The Florida Legislature has authorized, and Monroe County has enacted, local legislation that requires connection to a central sewage system within specified time periods, even if the affected Property is receiving treatment from a lawful and adequate Onsite Sewage Treatment and Disposal System.

(5) The District has embarked upon the creation of Wastewater System to manage and treat Wastewater and improve the water quality in the Florida Keys. The presence of the District's Wastewater Facilities is intended to enhance and benefit the environment and the health, safety and general welfare of landowners and persons inhabiting the Florida Keys.

(6) Mandatory connection to the District's Wastewater System is fundamental to the successful financing, creation, and operation of the District's Wastewater System.

(7) Mandatory connections to a governmental utility system and the subsequent charges flowing therefrom have long been held to be a proper exercise of a governmental power to regulate and protect the welfare of the public.

Section 4.02 Duty to Connect.

(1) The Owner of an improved parcel of land must, at the Owner's expense, connect to the District's Wastewater System upon written notification that the District's Wastewater Facilities are available for connection, as that term is defined in applicable law.

(2) Where the District's Wastewater System is available to Premises with an existing wastewater treatment facility or OSTDS, the Owner must decommission, abandon, or otherwise disconnect from the existing wastewater treatment facility or OSTDS in accordance with the requirements of applicable law, and must connect the buildings on the property or premises to the District's Wastewater System.[§]

(3) Where the Premises is improved with one or more buildings capable of generating wastewater that would enter the District's Wastewater Facilities, but

[§] This paragraph revised to incorporate references to wastewater treatment facilities by Resolution 18-10-10 on 10/05/10.

no building on the Premises is capable being used in a manner that might generate wastewater, the District will, in its discretion, grant one or more temporary deferrals of the connection requirement provided herein at the request of the Owner. In order to receive a deferral of the connection requirement, the Owner must complete an application for deferral under penalty of perjury, setting forth the basis for the application. Any and all deferrals granted under this provision will expire upon the earlier of the following: issuance of a certificate of occupancy by a government authority with responsibility for such matters, or actual connection of any building on the Premises to the District's Wastewater Facilities and use of the plumbing facilities for sanitary purposes.**

Section 4.03 Failure to Connect.††

(1) An Owner that fails or refuses to connect its Premises to the District Wastewater Facilities within the time specified after receipt of written notification of the availability of Service is responsible for the payment of all fees and charges imposed by the District in connection with the provision of Wastewater Service, even if the Premises does not actually receive Wastewater Service due to failure of the Owner to connect to the District Wastewater Facilities.

(2) In the event an Owner fails or refuses timely to connect the Premises or a building to the District's Wastewater Facilities within the time prescribed herein, the District will provide support and assistance to the Owner to facilitate connection. However, if the Owner fails or refuses to take reasonable steps to achieve connection, the District will refer the matter to Monroe County Code Enforcement for further action.

(3) Notwithstanding the foregoing, the District reserves the right to compel connection by any lawful means, including judicial process, and will proceed to collect all SDC charges, monthly charges, and other charges to which the District would be entitled if the Owner had connected the Premises to the District Wastewater Facilities. In the event the District is required to seek a writ or order, or otherwise litigate any action compelling connection, all costs of such action experienced by the District including attorney fees and court costs will be assessed to the Owner.

(4) The District will undertake reasonable efforts to assist Owners who qualify for low-income assistance to obtain such assistance. If it reasonably appears to the District that an Owner will qualify for such assistance but the assistance is not yet available, the District will, in its discretion, grant a reasonable extension of the time to connect and the time at which monthly charges and other charges begin to accrue against that Owner.

Section 4.04 Suspension or Termination of Service by Customer.

(1) The District does not permit temporary suspension of wastewater service. The District will permit termination of wastewater service by a customer if the

** This paragraph added by the Board at its meeting of 3/1/11.
†† This section revised by Resolution 18-10-10 on 10/05/10.

customer submits a verified statement showing that the customer has sold or terminated the customer's tenancy in the property being served.[#]

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Bk# 2573 Pg# 1030

[#] Section 4.04 added by the District Board on 4/5/11

Article V. Classes of Wastewater Service

The District renders Wastewater Service to various general classes of Customers as described in the District Rate Resolution.

Doc# 1885945
Bk# 2573 Pg# 1031

Article VI. Provision of Wastewater Service to Unimproved Parcels

Section 6.01 Unimproved Parcel in an Improved Subdivision.

(1) In a case where the District is constructing Wastewater Facilities within an improved subdivision, the District will, in its discretion, provide Wastewater Facilities to unimproved parcels within the subdivision when the District concludes that the best interests of the District would be served thereby.

Section 6.02 Developer's Agreement for Future Wastewater Service.

(1) Prior to the commencement of construction of facilities or structures on individual Premises or on an approved development, the District may enter into a Developer's Agreement with an Owner/Developer for the purpose of assuring the availability of Wastewater Service to the development upon completion of construction. Such assurance is conditioned upon fulfillment by the Owner/Developer of the requirements of the Developer's Agreement for service.

(2) The Owner/Developer must pay in advance all System Development Charges, and other fees and charges required under the Developer's Agreement.

(3) Failure to comply with the terms of the Developer's Agreement may result in the District declining to provide Wastewater Service upon completion of the development, until the terms of the Developer's Agreement are fully satisfied, including payments of applicable assessments and Delinquent Account penalties.

(4) The execution of a Developer's Agreement does not exempt the Owner/ Developer from compliance with the District's Minimum Design and Construction Standards and Specifications for Wastewater Systems and the obligation to obtain all requisite federal, state, and local governmental permits, licenses, or approvals.

(5) The Developer's Agreement is not an agreement for service.

(6) The District will charge a Plan Review Fee. See Section 9.01.

(7) These provisions apply equally to a redevelopment of a previously developed property where the redevelopment consists of changes in parcel configurations, and/or utility infrastructure.[§§]

Section 6.03 Construction and Connection of Systems on Private Property.

(1) In general, it is the policy of the District not to construct wastewater collection and transmission systems on private property. However, as provided in the various District Non-Ad valorem Assessment Resolutions, the District may construct collection systems on Single-Lot Common Interest Properties as defined in the various District Non-Ad valorem Assessment Resolutions.[***]

[§§] This paragraph added by Resolution 18-10-10 on 10/05/10.
[***] This paragraph revised by Resolution 18-10-10 on 10/05/10.

Article VII. Extension of Wastewater Facilities.

Section 7.01 General.

This Section provides information regarding the District specifications, requirements, and procedures for obtaining a commitment for Wastewater Service to new or existing facilities on a property. These general requirements will also be followed by persons desiring to obtain service for an existing or proposed single-family dwelling.

Section 7.02 Planned Extension of Wastewater Facilities.

(1) The District has adopted the Monroe County Sanitary Wastewater Master Plan, as a comprehensive planning document for the implementation of Wastewater Service within the District. Such wastewater master plan outlines recommendations for the District to effectuate the provision of Wastewater Service within the District. The District may also adopt one or more facilities plans showing planned development and implementation of Wastewater Facilities. In case of any inconsistency between the Monroe County Sanitary Wastewater Master Plan and a District facilities plan, the District facilities plan shall control, except that the District will comply with Section 403.086(10)(b), Florida Statutes, as amended by ch. 2010-205, Laws of Florida.[†††]

(2) As funding is available, the District will construct Wastewater Collection, Treatment, and Disposal Systems. The District will establish rates, fees, and charges to recover the costs of system development, operation, and maintenance.

Section 7.03 Extension of Wastewater Facilities on Request

(1) An Owner seeking to obtain a commitment for Wastewater Service from the District for new development or re-development of an existing property that may require the installation or extension of Wastewater Facilities must identify system capacity needs for, or must have previously identified the number of EDU's corresponding to the anticipated requirements of the project. The Owner must complete and provide to the District sufficient information for the District to determine whether extension of Wastewater Facilities to the new development or re-development is practicable and in the District's best interest.

(2) Acceptance of Wastewater Facilities located within an Easement available to the District is subject to the exercise of sound engineering judgment taking into consideration the size of the facilities, topography, and maintenance and operating constraints. Generally, right-of-way or easements located along rear or side-lot lines should be avoided.

(3) Prior to acceptance, the Owner must provide a written warranty (in a format approved by the District) on all Wastewater Facilities, wherein the contractor guarantees correction of any defects in the work for a period of three years (or five years in the case of lift station and vacuum station pump and motor assemblies) from the date of final DEP certification. This obligation must be secured by a maintenance bond or irrevocable letter of credit, up to the amount of one hundred and ten percent (110%) of actual construction cost.

[†††] Last sentence added by Resolution 18-10-10 on 10/05/10.

Section 7.04 System Design; General Criteria.

(1) The District will adopt Minimum Design and Construction Standards and Specifications for Wastewater Systems.

(2) Placement of Collection System Components.[###]

(i) In general, the District objective is to design collection systems so as to achieve maximum efficiency. The District will design vacuum collection systems so as to serve all properties using the minimum number of vacuum pits. Normally, vacuum pits will be located near the corners of properties to be served.

(ii) For vacuum collection systems, the District will place connection points (cleanout boxes) so as to minimize the pipe required to reach the vacuum pits.

(iii) In cases where significant obstacles are encountered, the District will vary from the general standard for location of vacuum pits or connection points to avoid the obstacles. Significant obstacles are physical objects that should be avoided in order to meet regulatory requirements, minimize construction costs and impacts, and preserve community values including underground utilities, underground rocks and structures, champion trees, and other similar or dissimilar objects. The District General Manager and engineering staff are authorized to implement these variations without approval by the District Board.

(iv) Further, the District will, in its discretion, increase the number of vacuum pits in a neighborhood and revise the locations of the vacuum pits and connection points where these variations would appear to benefit a large number of properties in the neighborhood by reducing the cost or complexity of connecting properties to the system. The District General Manager is authorized to implement these variations in consultation with the District Engineer without approval by the District Board. Any customer who requests relief from the General Manager under this provision may seek District Board review of a refusal by the District General Manager to grant such relief.

(v) In addition to the foregoing, a field inspector has the authority to relocate a vacuum pit or collection point up to five feet from the design location, provided that the relocation does not impact more than a single property. If the relocation impacts more than a single property, the field inspector must obtain approval from a District engineer.

(vi) If, prior to installation of a connection point, a property owner requests relocation of a connection point by more than five feet, and the District does not approve the relocation under the standards above, the property owner may request the District to relocate the connection point by completing a "Sewer Connection Location Change Request" and paying the District for the relocation at the rate of $50.00 per foot, subject to a minimum charge of $500.00. The customer must file the relocation request at least three business days prior to the scheduled installation of the connection point. The District will grant the request unless the General Manager determines that the relocation would result in harm to the collection system.

[###] Subsection (2) added by District Board on 2/1/2011

Article VIII. WASTEWATER PRETREATMENT

Section 8.01 Purpose and Policy.

(1) The District will not accept any Wastewater that does not meet the District's standards for acceptance. Prior to accepting Wastewater from any Customer, other than a residential Customer, the District may require that the Customer demonstrate that the Wastewater meets District standards.

(2) The discharge of pollutants harmful to the District's wastewater system structures and biological processes are prohibited. Industrial users may be subject to monitoring and pretreatment requirements.[§§§]

(3) The introduction of storm water, ground water, air-conditioning condensate, closed-system cooling water or other uncontaminated water is prohibited. If the introduction of such water is suspected, the District may require the Customer to investigate the cause of the introduction of the water and to make the necessary repairs or modifications to prevent further introduction. The observance of excessive flow or water with elevated conductivity indicating elevated salinity are potential causes to suspect such introduction.

(4) Repealed.[****]

(5) Waste Stream Monitoring. The District may require certain Customers, such as restaurants and others that include food preparation facilities which may produce wastewater containing high levels of Biochemical Oxygen Demand (BOD), to institute a self monitoring program. The Customer may be required, at its own expense, to have samples of the wastewater discharge from its facility collected and analyzed for BOD. The data generated shall be used to determine the Excess Strength Surcharge to be added to the Customer's wastewater bill.

(6) Initial Testing. The initial sampling of waste streams which are suspected to be of excess strength shall consist of four separate sampling events conducted over a period of not more than 28 days. Where possible, flow proportioned 24-hour composite samples shall be collected. Otherwise, single grab samples collected at a period of maximum use of the facility may be substituted with District approval. All sampling shall conform to the requirements of Sections 1060 and 5010 of Standard Methods for the Examination of Water and Wastewater. Sampling shall be performed by qualified personnel trained in sampling of waste streams. The District shall be notified of the sampling schedule and shall be afforded the opportunity to witness the sampling. The District, at its discretion, may collect samples concurrently with sampling by the Owner or may collect samples on an independent schedule.

(7) The samples shall be analyzed for BOD in accordance with Method 5210 B of Standard Methods for the Examination of Water and Wastewater. The 5-Day BOD Test shall be performed by a laboratory currently certified by the Florida Department of Health Office of Laboratory Services to perform this analysis. If any of the testing results fail to meet the Quality Control and Quality

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[§§§] Subsections 8.01(2) – 8.01(4) added by Rule Change #16 on 8/23/06.

[****] Subsection 8.01(4) repealed, and Subsections 8.01(5) – 8.01(6) added by Resolution 18-10-10 on 10/05/10.

Assurance criteria of Sections 1020, 1030 and 5020 of Standard Methods for the Examination of Water and Wastewater, those results shall be discounted and the waste stream re-sampled. When four satisfactory test results are obtained, the average of these four values will be used to establish the initial Extra Strength Surcharge.

(8) Subsequent Testing. Each facility found to be discharging wastewater of excess strength shall be placed on a monthly sampling schedule. Once each month, the waste stream will be sampled and analyzed according the criteria established above. Each month, the oldest data point will be discarded and the most recent data point included, resulting in a four sample running average. This running average will be recalculated each month to establish the Extra Strength Surcharge for that billing period.

Article IX. Fees and Charges

The District is authorized to impose fees and charges as appropriate to the construction, operation, and maintenance of its Wastewater System. Rates, fees, and charges will be established by the Board.

Section 9.01 Plan Review Fee.

The District provides typical plans and specifications for connection of single-family residences and single unit non-residential buildings with maximum monthly flows of less than 1,000 gallons per day to the District Wastewater Facilities. The District does not charge a fee to review plans or to inspect installations of typical connections by a licensed plumbing contractor.

For all other connections, the District will charge fees according to the following schedule:

(1) Plan review and inspection of multi-family residential connection: $50/dwelling unit with a minimum charge of $250.

(2) Plan review and inspection of non-residential connection: $50/EDU with a minimum charge of $250.

Section 9.02 System Development Charge (SDC).

(1) System Development Charges are established according to Assessment Resolutions adopted by the District. All Assessment Resolutions are attached hereto in Appendix B.

(2) Notwithstanding the provisions of any Assessment resolution, it is the policy of the District to waive SDC's or assessments in certain cases as set forth below:[††††]

(i) The owners of all interests in a tax parcel that is assessed under an Assessment resolution may request that the District waive Assessment of a contiguous tax parcel owned by them. The owners must certify that the use of the contiguous tax parcel is subsidiary to the use of the assessed parcel, that the parcel for which waiver is sought will not be improved with structures or facilities that might generate wastewater that will enter the District's wastewater facilities, and that if they later desire wastewater service to the contiguous tax parcel, they agree to pay the full direct and indirect District costs of providing the same. The owners of the assessed tax parcel may apply for waiver under this subsection for more than one tax parcel. For purposes of this subsection, a contiguous tax parcel may be separated by a street or right-of-way from the assessed tax parcel.

(ii) If Monroe County makes a final decision to deny all permits for development of a tax parcel, upon application by the owners of all interests in the tax parcel the District will waive all future assessments of the SDC for that tax parcel.

(iii) If a tax parcel is classified as Tier One, upon application by the owners of all interests in the tax parcel, the District will waive the SDC, or all future assessments of the SDC, for that tax parcel. The owners must certify that if they later desire wastewater service to the contiguous tax parcel, they agree to pay the full direct and indirect District costs of providing the same.

[††††] Subsection 9.02(2)(i) – (iii) added by Rule Change #19 on 6/16/09.

Section 9.03 Monthly Customer Fees.

(1) Monthly Customer Fees are adopted in a Rate Resolution, which is attached hereto as Appendix A.

Section 9.04 Pretreatment Fees.

(1) The wastewater discharge from certain facilities, even when passed through properly sized and maintained grease interceptors, may contain elevated levels of Biochemical Oxygen Demand. A BOD surcharge will be applied to the Customer's sewer bill for wastewater discharges with a BOD in excess of 500 parts per million. The surcharge will be applied by multiplying the monthly volumetric charge by the ratio of the Customer's BOD divided by 375.[###]

Section 9.05 Tampering Charge.

The charges for Tampering are as follows:

(1) Investigation Charge $ 75.00

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(2) Tampering Charge $150.00

(3) Repeat Occurrence $300.00

(4) In cases of meter by-pass, or meter reversal, straight connection or other form of Tampering that results in a substantial reduction in the cost of service, the account of the Customer will be back billed based on the estimated amount of wastewater flow not paid for. This estimate will be based upon:

(i) One hundred and fifty percent (150%) of the average water consumption during the previous six (6) Active Account months prior to the time such meter Tampering is estimated to have occurred, or in the event the Customer does not have a history of six (6) Active Account months, one hundred and fifty percent (150%) of the average water consumption for a Customer served by the District with a similar Class of Service during the most recent one (1) year period for which such figures are available;

(ii) When the meter has not been disturbed, the Customer will be back billed for the amount of wastewater flow, as indicated by the water meter, for which payment has not been received by the District.

(5) Any further legal action deemed appropriate will also be pursued, and all costs associated therewith are assessable to and charged to the Customer, including attorney fees.

Section 9.06 Service Charges.

(1) The District will charge a Service Charge for each instance in which Wastewater Service is terminated or in which the District is required to travel to the premises of the Customer to investigate or respond to what is ultimately determined to be a violation of the District rules and regulations.

(2) Service provided between the hours of 8:00 A.M. and 4:00 P.M. during business days will be at the regular Service Charge of $20.00. Service provided at Customer's request between the hours of 4:00 P.M. and 8:00 A.M., or on weekends and holidays, will be at the Emergency Service Charge of $60.00.

[###] Subsection 9.04(1) added by Resolution 18-10-10 on 10/05/10.

(3) Service orders received after 4:00 P.M. on business days will be deemed received on the following business day and processed at the regular service rate, unless emergency service is specifically requested by the Customer.

Section 9.07 Wastewater Main Extension Reimbursements.

(1) Reserved.

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Article X. Direct Billing and Payment for Service

Section 10.01 FKAA billing.

The District has entered into a billing agreement with the Florida Keys Aqueduct Authority. In that case, the billing and payment procedures of the FKAA will apply to a Customer who receives potable water through an FKAA meter. For the VERY FEW Customers who do not receive potable water through FKAA meters, the following rules apply.

Section 10.02 Billing Period; Due Date.

(1) Customers will be billed on a monthly basis. Billing will commence upon initiation of Service or the mandatory connection date, whichever is earlier.

(2) Payments for services are due upon rendition of the bill. Non-receipt of a bill by the Customer will not release the Customer from the duty to make reasonable inquiry as to the amount of the bill and prompt payment thereof, on or about its due date, in accordance with the Customer's billing cycle.

Section 10.03 Description of Monthly Billing Charge.

(1) The Monthly billing charges is a flat rate, which appears in the Rate Resolution, Appendix A.

Section 10.04 Returned checks

(1) The District will impose a Returned Check Charge for each dishonored check that is returned by the bank. Only cash, cashier's checks, or money orders will be accepted as payment for checks which have been dishonored. The Customer's account will be annotated upon receipt of a dishonored check. Issuance of two (2) dishonored payments within an eighteen (18) month period will preclude the acceptance of another check for a period of 12 months from date of settlement of the first dishonored check, or bank draft. During this time only cash, cashier's checks or money orders will be accepted for payment.

Section 10.05 Delinquent Accounts.

(1) An account will be considered delinquent if payment for service is not received by the District by the due date. If the due date falls on a weekend or Official Holiday, it will be extended to the next business day. In the event partial payment of a bill is made, that portion of the bill not paid within thirty (30) days of billing will be considered delinquent.

(2) Delinquent Accounts will be charged a Delinquent Account Charge in the amount greater of $4.00 or ten percent (10%) of the total amount that is the delinquent outstanding balance.

(3) Service may be discontinued if the total delinquent amount that is past due is not received by the District within 30 days after the due date.

(4) For service to be restored the Customer must request restoration of service and pay all amounts due, including the applicable service charge.

(5) In the event the account has been final billed as a result of account delinquency, service will not be restored until the Customer has paid all applicable fees, outstanding balances due, and service charges.

(6) Notwithstanding any other provision of these rules, when Wastewater Service is subject to discontinuance (disconnection) or has been discontinued due to account delinquency, the District may restore such Service prior to payment of all amounts due, provided the Customer has entered into a negotiated payment agreement.

(7) Failure to pay amounts due the District within the time designated for payment will result in the District exercising all reasonable business efforts to collect such unpaid amount, including delinquent fees, interest, attorney fees and filing charges.

Section 10.06 Billing Disputes; Mistakes.

(1) In the event of a billing dispute, the Customer must contact the District's Customer Service Office and request an investigation of the account. The District will record the relevant account information, nature of the dispute or alleged mistake and date of contact.

(2) The District will investigate the billing and respond by mail within sixty (60) calendar days. If the response is not satisfactory to the Customer, the Customer may within five (5) business days from the date of mailing request further review by the General Manager, who will respond to the Customer by mail within five (5) business days.

(3) The District will not disconnect service for non-payment of the disputed amount during the period commencing with the request for investigation of the account and ending with a response from the District or the General Manager, provided that the Customer has requested an investigation prior to the Account becoming delinquent. In the event the dispute is resolved against the Customer, the Customer will have five (5) business days to pay the disputed amount, and will thereafter be subject to Disconnection of Service and other charges.

Article XI. Definitions and Construction of Terms

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to these rules; and the term "hereafter" means after, and the term "heretofore" means before the adoption of these rules. Words of one gender include the correlative words of the other gender, unless the sense indicates otherwise. Additionally, the terms set forth below have the following meaning except where the context clearly otherwise requires:

"Act" or "the Act" refers to The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.

"Active Account" means that service exists between an Owner/ Customer and the District, under which the District stands ready to serve and Service is rendered or available on demand and payment for said Service is made or due from the recipient on a Monthly basis.

"Assessment" means a charge or special assessment (sometimes characterized as a non-ad valorem assessment) imposed by the District to fund the Capital Cost of Utility Improvements or the Operating Cost of Related Services, as provided for in District Assessment resolutions.

"Biological Oxygen Demand" or "BOD" means the quantity of oxygen used in the biochemical oxidation of organic matter at a specified time, at a specified temperature, and under specified conditions. It also means a standard test for assessing Wastewater strength expressed in the demand for oxygen for a five-day period as specified in Chapter 62-160, F.A.C.[§§§§]

"Board" means the Board of Commissioners of the District.

"Building Permit" means an official document or certificate issued by the authority having jurisdiction, authorizing the construction or sitting of any Building. The term "Building Permit" shall also include tie-down permits or other similar authorizations for those structures or Buildings, such as a mobile home or a Boat Slip/Dock/Berth that does not otherwise require a Building Permit in order to be occupied.

"Business Day" means the period of each day from 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding the District's Official Holidays.

"CFR." means the Code of Federal Regulations.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal, or replacement (including demolition, environmental mitigation, and relocation) of Utility Improvements related to a capital project.

"Code of Federal Regulations" refers to the codification of the general and permanent rules published in the Federal Register by the Executive Departments and Agencies of the Federal Government.

"County" means Monroe County, a political subdivision of the State of Florida.

"Cross-Connection" means any physical arrangement whereby a water supply is connected, directly or indirectly, with any other system capable of imparting contamination to the supply as the result of backflow.

[§§§§] Definition added by Rule Change #16 on 8/26/06.

"Customer" means any Person that accepts or receives Wastewater Service.

"DEP" means the State of Florida Department of Environmental Protection.

"DOH" means the State of Florida Department of Health.

"DOT" means the State of Florida Department of Transportation.

"Day" means one (1) twenty-four (24) hour period.

"Delinquent Account" or "Delinquency" means that for the Active Account, payments for satisfaction of some or all past and current fees and charges are past due by at least two bill payment cycles of said Active Account, but Service has not yet been discontinued.

"Delinquent Account Charge" means the charge billed customers when all or part of the payment on their account has become delinquent. The Delinquent Account Charge is based on the outstanding balance as shown in Section 10.04.

"Delinquent Account Reactivation Fee" means a charge to be based on the estimated cost of activities associated with such reactivation. See Section 10.05(4).

"Department of Environmental Protection" means the State of Florida Department of Environmental Protection.

"Department of Health" means the State of Florida Department of Health.

"Department of Transportation" means the State of Florida Department of Transportation.

"Developer" means a Person developing property for resale, rental, or lease, to which Wastewater Service may be provided by the District.

"District" means the Key Largo Wastewater Treatment District.

"Discharge" means the introduction of Pollutants into a Wastewater System from any source, directly or indirectly, by means of pipes, conduits, pumping stations, ditches, or tank trucks, and all constructed devices and appliances appurtenant thereto.

"Easement" means any legal right for the specific use of land owned by others.

"Enforcement" means actions taken in response to noncompliance with or violation of these rules or any other applicable rules, regulations, ordinances or laws.

"Environmental Protection Agency" or "EPA" means the United States Environmental Protection Agency.

"Existing Source" means any building, structure, facility, or installation from which there is or may be a Discharge, the construction of which began before promulgation of Pretreatment Standards applicable to such source.

"F.A.C." means the Florida Administrative Code.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed as the Fiscal Year for the District.

"Force Main" means a pipe owned by the District and used to transmit Wastewater from a pump station to a treatment facility.

"General Manager" means the General Manager of the District.

"KLWTD" means the Key Largo Wastewater Treatment District.

"Minimum Design and Construction Standards and Specifications" means the engineering design and construction specification demands of the District related to Wastewater facilities constructed by any Developer, Owner, Customer or User, which are adopted by reference in these rules.

"OSTDS" see Onsite Sewage Treatment and Disposal System.

"Official Holidays" means the following holidays: New Year's Day, Birthday of Martin Luther King, Jr. (third Monday in January), Memorial Day, Independence Day, Labor Day, Veterans' Day (November 11), Thanksgiving Day, Friday after Thanksgiving, Christmas Day. If any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday; if any holiday falls on a Sunday, the holiday shall be observed on the next Monday.

"On-Site Treatment and Disposal System" or "OSTDS" means a Wastewater Treatment System utilizing subsurface effluent disposal (absorption field or Class V injection well) such as a conventional septic tank, aerobic treatment unit, on-site wastewater nutrient reduction system, package sewage treatment facilities.

"Operating Cost" means all or any portion of the expenses that are properly attributable to providing Services under generally accepted accounting principles.

"Owner" means a Person who is the record owner of any Premises.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, private or governmental, as the context may require.

"Point of Service" means: the point where the District's Wastewater Facilities connect to Customer-installed, owned, operated and maintained facilities. The Point of Service shall generally be at the point where the Building gravity Wastewater Service Lateral intersects the right-of-way line or, in the event a utility easement exists adjacent to the right-of-way line, at the point where the Building Wastewater Service Lateral intersects the utility easement line furthest from the main.

"Pollutant" means any dredged spoil, solid waste, incinerator residue, Wastewater, garbage, Wastewater Sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt or industrial, municipal, or agricultural waste discharged into water.

"Premises" means any and all real property and tangible personal property affixed to real property served or capable of being served by the District as a result of the existence of a Service Connection.

"Pretreatment" means reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater prior to or in lieu of discharging or otherwise introducing such Pollutants into a Wastewater Collection or Treatment System.

"Related Service" means the operation and maintenance of a Utility Improvement.

"Returned Check" or "Bank Draft"" charge is a charge based on the estimated administrative cost of collecting the amount due from the tendered check or bank

draft that was not honored by the payer's bank as provided by Chapter 832.07, Florida Statutes.

"SDC" see System Development Charge.

"Service" means the readiness to accept or the acceptance of Wastewater from a Customer at a Point of Service by the District.

"Service Charge" means the charge assessed customers, per event, when the District travels to the premises or for administrative processing by the District.

"Service Connection" means the physical attachment of the District's facilities to those facilities of any property through which Wastewater Service is deliverable.

"Service Initiation" means the date the customer begins to receive services through a Wastewater connection or the date that service is available in a newly constructed wastewater system.

"Service Installation Fee" shall be based on the estimated cost of activities associated with construction of a Wastewater Service Lateral.

"Service Lateral" means the pipe which connects the District's collection facilities to the Service Connection at the Point of Service. Said pipe is typically situated on private property and is owned, operated and maintained by the Owner.

"Service Line" means that portion of the Sewer System that extends beyond the end of the building drain and conveys Wastewater to a public, private, or individual Wastewater Collection System, or other point of disposal. In cases where the building is served by a Vacuum Sewer, the Building Sewer shall include the gravity line to the vacuum valve collection sump constructed within the public right-of-way or an Easement.

"Service Unit" means Premises, an area, or a module or modules consisting of a delineated space, or an enclosure of one (1) or more spaces or rooms with either appurtenant or common or public bathroom facilities or installations of other Wastewater generating fixtures, and used for a single residential or non-residential use. Service Units fall into the general categories of Permanent, Boat Slip/Dock/Berth, and Mobile.

"Sewer" means any pipe, conduit, or other device used to collect and transport Wastewater and from which storm water, surface water, and groundwater are generally excluded. As the context requires, the term is synonymous with the term Wastewater or other terms incorporating such term therein.

"Sludge" means any solid or semisolid waste generated from a Wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of the treated effluent from a Wastewater treatment plant.

"State" means the State of Florida.

"System Development Charge" is a charge to new Customers and to existing Customers who modify, add, or construct facilities that impose a potential increased demand on the District's Wastewater Facilities. The SDC is in addition to any amount that may be expended by the Owner/Customer for system improvements and other fees required by the District.

"Tampering" means any willful alteration or interference with a water meter or Wastewater system components and facilities owned by the District, except for

turning the valve associated with the water meter for the purpose of temporary disconnection of service. Tampering includes obtaining unauthorized Service to a Premises or location.

"User" means any Person responsible for the Discharge of Wastewater into a Wastewater System.

"Utility Improvement" means a capital improvement constructed or installed by the District for the special benefit of a neighborhood, district, or other benefited area.

"Wastewater" means liquid and water-carried industrial, domestic, medical, food, superfluous solid, gaseous material, holding tank or other wastes from residences, commercial establishments or manufacturing facilities, whether treated or untreated, which are Discharged into a Wastewater System.

"Wastewater Collection System" means a system for carrying wastewater including but not limited to, domestic, industrial, medical, holding tank or other waste, to which storm, surface, and groundwater are not intentionally admitted.

"Wastewater Facilities" or "Wastewater System" means the system comprised of all structures, equipment, and processes required to collect, carry away, and treat domestic, industrial, medical, holding tank and other wastes and dispose of the effluent.

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C

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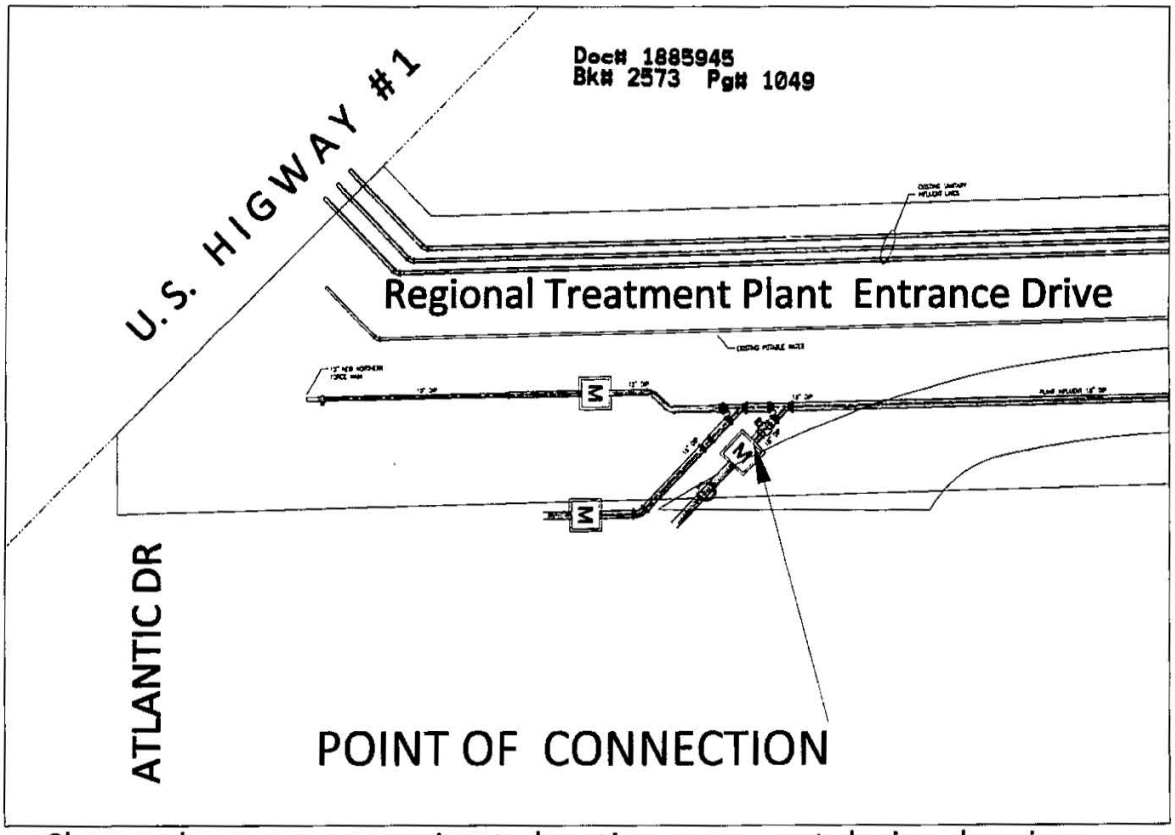
Bk# 2573 Pg# 1048

EXHIBIT "C"

POINT OF CONNECTION

EXHIBIT C



Shown above are approximate location maps, not design drawings.

D

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Bk# 2573 Pg# 1050

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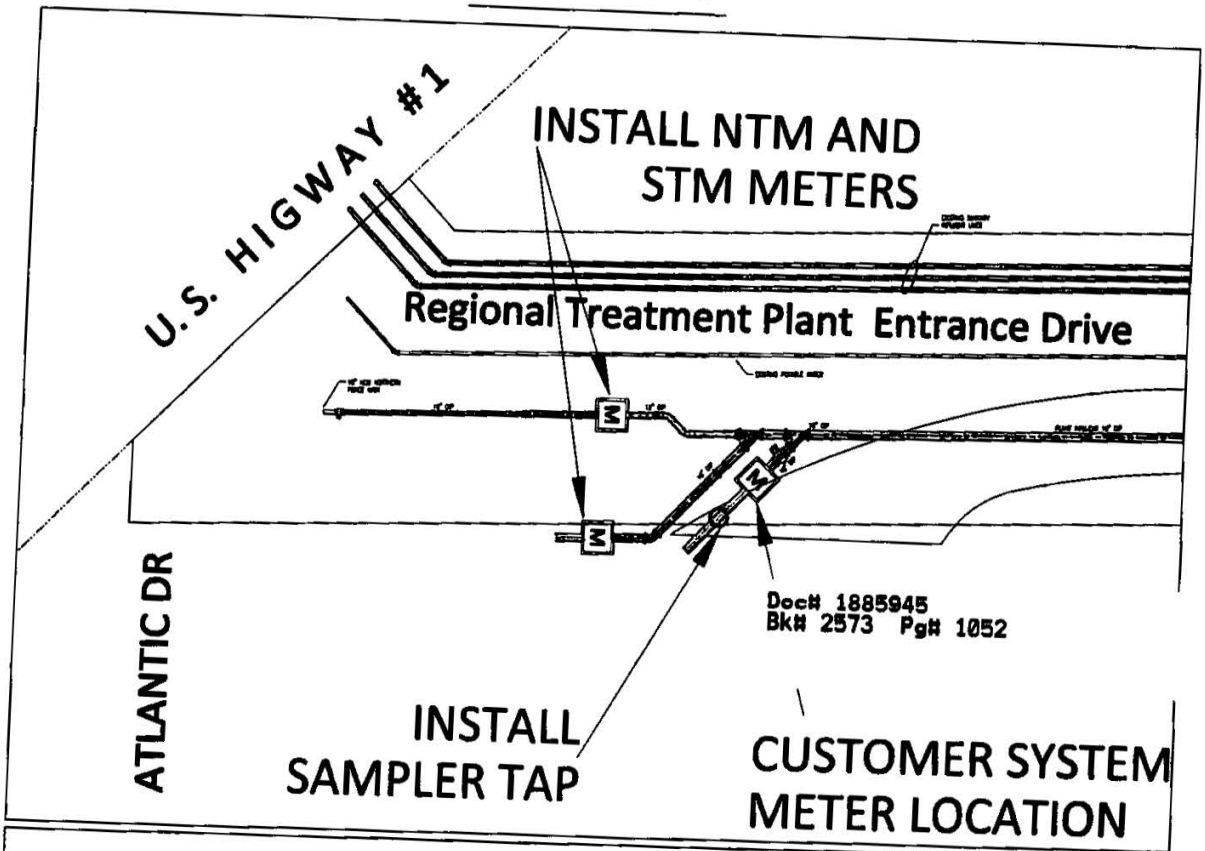
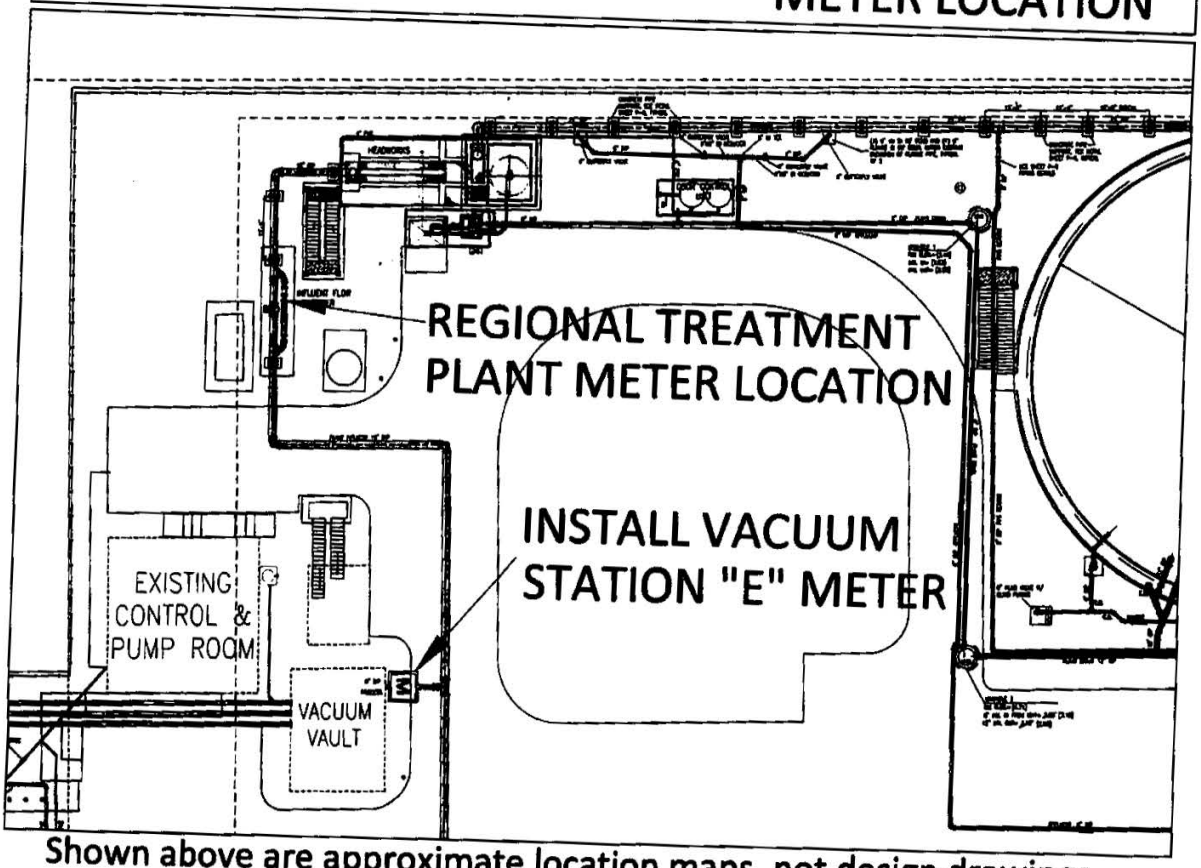
BkH 2573 PgH 1051

EXHIBIT "D"

TOTAL RTP FLOW METER AND CUSTOMER SYSTEM METER LOCATIONS

EXHIBIT D





Shown above are approximate location maps, not design drawings.

E

Doc# 1885945
Bk# 2573 Pg# 1053

Doc# 1885945
Bk# 2573 Pg# 1054

EXHIBIT "E"

ESTIMATED COST OF UPGRADES

EXHIBIT E

Doc# 1885945
Bk# 2573 Pg# 1055

ESTIMATED COST OF UPGRADES EXCLUDING ODOR CONTROL			
Planned upgrades to facility (shared benefit)	**Estimated Cost**	**District's Share (68%)**	**Customer's Share (32%)**
Sludge Handling System	$2,200,000.00	$1,496,000.00	$704,000.00
Shallow Wells	$100,000.00	$68,000.00	$32,000.00
Subtotal	**$2,300,000.00**	**$1,564,000.00**	**$736,000.00**
Possible upgrades needed for Customer	**Estimated Cost**	**District's Share (0%)**	**Customer's Share (100%)**
Increase Size of Chlorine Contact Chamber	$175,000.00	0.00	$175,000.00
Add 300hp Blower	$350,000.00	0.00	$350,000.00
Subtotal	**$525,000.00**	**0.00**	**$525,000.00**
Grand Total	**$2,825,000.00**	**$1,564,00.00**	**$1,261,000.00**

ESTIMATED COST OF UPGRADES ODOR CONTROL – SCENARIO 1			
Possible upgrades to facility (shared benefit)	**Estimated Cost**	**District's Share (68%)**	**Customer's Share (32%)**
Upgrade/add additional odor control unit if needed	$150,000.00	$102,000.00	$48,000.00
Fully enclose the headworks if needed and if feasible	$300,000.00	$204,000.00	$96,000.00
Subtotal	**$450,000.00**	**$306,000.00**	**$144,000.00**
Possible upgrades at Customer Master Pump Station	**$100,000.00**	**$0.00**	**$100,000.00**
Grand Total	**$550,000.00**	**$306,000.00**	**$244,000.00**

ESTIMATED COST OF UPGRADES ODOR CONTROL – SCENARIO 2			
Possible upgrades to facility (shared benefit)	**Estimated Cost**	**District's Share (68%)**	**Customer's Share (32%)**
Upgrade/add additional odor control unit if needed	$150,000.00	$102,000.00	$48,000.00
Fully enclose the headworks if needed and if feasible	$300,000.00	$204,000.00	$96,000.00
Add/upgrade chemical feed system	$300,000.00	$204,000.00	$96,000.00
Grand Total	**$750,000.00**	**$510,000.00**	**$242,000.00**

Odor Control Scenarios:

Scenario 1: If the District finds that it is feasible to feed chemical in its collection system in order to control odor and corrosion through pH adjustment, then Customer will be required to build its own chemical feed system at the master pump station. Note that the District will be incurring capital costs to install its own chemical feed systems. Those costs are not shown.

Scenario 2: If the District finds that feeding chemical in its collection system is infeasible or not cost-effective, it will have to feed chemical at the headworks. In that case, Customer will not be required to install its own chemical feed system, but it will be required to share in the cost of the new chemical feed system for the headworks.

Note that in either scenario, the capital costs for Customer are similar. The operational costs to Customer for chemical feed should be similar as well since flow-proportioned feed is anticipated.

ESTIMATED COST OF UPGRADES INCLUDING ODOR CONTROL – SCENARIO 1

Planned upgrades to facility (shared benefit)	**Estimated Cost**	**District's Share (68%)**	**Customer's Share (32%)**
Sludge Handling System	$2,200,000.00	$1,496,000.00	$704,000.00
Shallow Wells	$100,000.00	$68,000.00	$32,000.00
Subtotal	**$2,300,000.00**	**$1,564,000.00**	**$736,000.00**
Possible upgrades needed for Customer	**Estimated Cost**	**District's Share (0%)**	**Customer's Share (100%)**
Increase Size of Chlorine Contact Chamber	$175,000.00	0.00	$175,000.00
Add 300hp Blower	$350,000.00	0.00	$350,000.00
Subtotal	**$525,000.00**	**0.00**	**$525,000.00**
Possible odor control upgrades to facility (shared benefit)	**Estimated Cost**	**District's Share (68%)**	**Customer's Share (32%)**
Upgrade/add additional odor control unit if needed	$150,000.00	$102,000.00	$48,000.00
Fully enclose the headworks if needed and if feasible	$300,000.00	$204,000.00	$96,000.00
Subtotal	**$450,000.00**	**$306,000.00**	**$144,000.00**
Possible upgrades at Customer's Master Pump Station	**$100,000.00**	**$0.00**	**$100,000.00**
Grand Total	**$3,375,000.00**	**$1,870,000.00**	**$1,505,000.00**

ESTIMATED COST OF UPGRADES INCLUDING ODOR CONTROL – SCENARIO 2

Planned upgrades to facility (shared benefit)	**Estimated Cost**	**District's Share (68%)**	**Customer's Share (32%)**
Sludge Handling System	$2,200,000.00	$1,496,000.00	$704,000.00
Shallow Wells	$100,000.00	$68,000.00	$32,000.00
Subtotal	**$2,300,000.00**	**$1,564,000.00**	**$736,000.00**
Possible upgrades needed for Customer	**Estimated Cost**	**District's Share (0%)**	**Customer's Share (100%)**
Increase Size of Chlorine Contact Chamber	$175,000.00	0.00	$175,000.00
Add 300hp Blower	$350,000.00	0.00	$350,000.00
Subtotal	**$525,000.00**	**0.00**	**$525,000.00**
Possible upgrades to facility (shared benefit)	**Estimated Cost**	**District's Share (68%)**	**Customer's Share (32%)**
Upgrade/add additional odor control unit if needed	$150,000.00	$102,000.00	$48,000.00
Fully enclose the headworks if needed and if feasible	$300,000.00	$204,000.00	$96,000.00
Add/upgrade chemical feed system	$300,000.00	$204,000.00	$96,000.00
Subtotal	**$750,000.00**	**$510,000.00**	**$242,000.00**
Grand Total	**$3,575,000.00**	**$2,074,000.00**	**$1,503,000.00**

F

Doc# 1885945
Bk# 2573 Pg# 1059

Doc# 1885945
Bk# 2573 Pg# 1060

EXHIBIT "F"

OPERATIONS PROTOCOL

District
Collection and Transmission System
Operations Protocol

April 26, 2012

Doc# 1885945
Bk# 2573 Pg# 1061

Overview

The terms and definition of the Agreement for Wastewater Services dated May 1, 2012, ("Agreement") shall apply to this District Collection and Transmission System Operations Protocol ("Operations Protocol"). The District RTP has been designed and constructed to meet or exceed the stringent discharge limits required by Chapter 2010-205 Laws of Florida and the Florida Department of Environmental Protection. The discharge limits for critical parameters are provided in the table below.

Effluent Parameter	Discharge Limit
Carbonaceous Biochemical Oxygen Demand	5.0 mg/l Annual Average
Total Suspended Solids	5.0 mg/l Annual Average
Total Nitrogen, as N	3.0 mg/l Annual Average
Total Phosphorus, as P	1.0 mg/l Annual Average
Disinfection	High Level (see Ch. 62, FAC)

It is the intent of the District to protect the environment by collecting and treating the wastewater generated within the District to the highest level achievable, while keeping the impact on its residents to a minimum. To achieve this goal, the District RTP must operate efficiently and within its design parameters.

The performance of the RTP is critically dependent upon the volume and characteristics of the incoming sewage. The RTP was designed to treat domestic sewage with the following characteristics.

Influent Parameter	Average Concentration
Carbonaceous Biochemical Oxygen Demand	250 mg/l
Total Suspended Solids	250 mg/l
Total Nitrogen, as N	50 mg/l
Total Phosphorus, as P	8 mg/l
Total Alkalinity, as $CaCO_3$	200 mg/l
Salinity	<3 Parts per Thousand
Fats, Oils and Greases	< 100 mg/l

The concentrations shown are typical of domestic wastewater. While the Florida Keys has very little industrial wastewater, there are a number of factors that can cause deviations from the typical volume and strength of wastewater. Inflow and infiltration, unmaintained or non-existent grease interceptors and illicit discharges into the collection system are among the factors that can impact the characteristics of the sewage.

This Operations Protocol was developed to document the standards and procedures that the District has implemented to help ensure that the sewage collected within the District's boundaries is not detrimental to the treatment process. These District

Operations Protocol standards and procedures apply to any collection system that will be discharging into the District RTP, including the Customer's System.

Design Requirements

The design and permitting of domestic wastewater collection and transmission systems is regulated by the FDEP. The standards defined in the design guidance documents referenced in Chapter 62-604, FAC are considered to be minimum requirements. The District reviews the plans for any collection system that will be discharging into the District RTP. Customer shall design its Customer's System to provide its waste water flow in the quality and quantity to meet the design and operation parameters of the District RTP and in accordance with the Agreement.

Design Review

The District requires that Customer provide 2 full-size sets of plans at approximately 30% design and at or near final design for review. The District also requires that a complete set of construction specifications be provided. The District will review the plans and specifications to ensure that the design meets or exceeds the minimum requirements referenced above. It is not the intent of the District to direct or interfere with the design, but merely to be assured that Customer's collection system is designed in a manner consistent with regulatory and industry standards and the design and operation of the District RTP and that the Customer's System can be expected to function as intended for the estimated lifetime of the infrastructure. The District will provide markups and written comments as needed, to which Customer will respond in writing.

Pressures

The District System was designed and constructed to accommodate the anticipated current and future flows from the District service area. Other than providing a fitting at the Point of Connection for Customer, the system was modeled, designed and constructed without consideration for additional flows from the Customer. While it is anticipated that the existing 18" force main from the Point of Connection to the RTP headworks is large enough to accept the additional flow from Customer, the impact of that flow on the District transmission system has not been evaluated. Depending on the design parameters of the Customer transmission system, it is possible that the introduction of flows from Customer may adversely impact the performance of the District transmission system.

The District transmission system SewerCAD models, prepared by CPH Engineering, have been provided to Customer. Customer shall use SewerCAD or a comparable modeling system approved by District, to model both its transmission and the District transmission system as a single dynamic system. The model shall include anticipated future flows for both the District and Customer service areas and shall be run at low, average and peak flows. At all conditions, the District pump stations

must function properly and have discharge rates and head conditions that fall within the normal operating range on the pump curves. The design of the Customer transmission system pumping station(s) must not create conditions in the District transmission system that create a need for modifications to the District pumping stations or prevent the pump stations from discharging within design parameters. The peak hourly flow for the combined discharge shall not, at maximum design flow conditions, exceed the peak hourly flow for the unit processes upstream of the District Effluent Equalization Basin.

Should Customer find that the proposed Point of Connection is unsuitable, Customer shall propose an alternative Point of Connection that is agreeable to both Parties and the conditions above shall apply.

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Inflow and Infiltration

Inflow and infiltration are of particular concern to the District. The design of the Customer's System must be such that the collection/transmission system will be effectively water-tight and can be expected to remain so. Proper depth of burial or encasement to protect the infrastructure from damage, provisions to minimize inflow into manholes, cleanouts and other openings in the collection system and protection from wind loads, buoyancy and wave action must be included in the design.

The District monitors and charts several parameters to detect I&I problems in the early stages and take appropriate action. Customer shall follow a similar procedure. These include but are not limited to the following:

1. Rain events are graphed against influent flow. If an abnormally high influent reading coincides with a rain event, pump run times (or flow meter readings if available) are checked at the vacuum pump stations and lift stations to identify and correct the source of storm water.
2. Salinity is monitored and recorded daily at the RTP and weekly at the vacuum pump stations. The typical salinity of domestic wastewater is 0.7 ppt. It is not abnormal to have readings over 1.0 parts per million ("ppt") during high tide. When salinity reaches 2.0 ppt, the collections crew is advised to monitor for possible salinity sources and correct if found. When salinity reaches 3.0 ppt, the collections crew is instructed to locate and repair the salinity infiltration source. The first step in the process is to check salinities at the vacuum pump stations and lift stations to determine the general area of the problem. From there, the crews check each of the branches until they can identify the exact source of the salinity infiltration.

Innovative Design Elements

Any design elements that will introduce anything other than whole sewage with characteristics similar to domestic sewage into the collection or transmission system will require a signed, sealed Engineer's Report providing details of the need for that element and the expected quality and quantity of fluids to be introduced. Examples of such elements could include STEP systems, package plant pre-treatment elements, thickening or decanting systems or any element that would alter the characteristics of the whole sewage. Upon review of the Engineer's Report, the District may approve or disapprove the discharge, depending on its determination of the anticipated impact on the District's RTP.

Construction of Public Infrastructure

Construction of the infrastructure to be owned by the Customer is critical in ensuring that the wastewater pumped to the District RTP will not adversely affect District operations. Verification that the design criteria are followed throughout construction must be provided. Inspection and testing must be performed and must be thoroughly documented throughout the Customer's System construction project.

Project Schedules, Progress Meetings and Records

The District has an interest in the schedules and progress of the construction project. The timing of connections and the resultant flow to be delivered to the District RTP are needed for District planning. Copies of the construction CPM schedules, progress meeting schedules and progress meeting minutes will be provided. A representative of the District may attend the construction progress meetings and will be provided access to documents and records.

The District requires that notice be given in writing to its designated representative of any substantive deviations from the design and/or specifications reviewed by the District and in the event of discovery of any damage to infrastructure, failed testing or other events that may compromise the integrity of the collection/transmission system. Such notifications shall be in writing and can take the form of emails, copies of incident reports, test reports, etc. provide to the District General Manager.

Construction Inspections

Inspections during construction are necessary to ensure that the Customer's System construction project ("Project") is constructed in accordance with the Project design and specifications. If the infrastructure is improperly installed, or unapproved materials or methods of installation are used, the Customer's System may be prone to failure. Failure to properly bed the piping and compact the trenches contributes to early failure of the pipe, resulting in fractured pipe and leaking gaskets. The resultant I&I will negatively impact the District.

It is anticipated that multiple construction crews will be working in different areas at any given time. Routine daily inspections by Customer's representatives are intended to ensure that the project is constructed per plan. The ability to provide

adequate inspections is dependent on the number of inspectors, the number of work crews and the type of work being performed by the crews, and the work conditions. The District requires that a Monthly Status Report be provided by the Customer during the construction of the Project within ten days of the end of each month that includes a summary of the number of work crews, the function of the crews and the identity of the inspector assigned to the crews. The intent is to provide assurance to the District that adequate inspection is being provided.

A representative of the District will periodically examine the work areas and may request to see copies of daily inspection reports, testing reports and other pertinent project documents which shall be provided by the Customer as soon as practicable. The District representative shall be allow on the construction site of the Project and will coordinate site visits with Customer, and will not interfere with the work of the Customer staff or construction crews and will abide by all project safety and access policies and procedures. The District representative will provide information and observations to the DISTRICT General Manager. If the District General Manager believes that inspections or enforcement of design criteria is not being adequately performed, the General Manager will notify Customer's designated representative in writing and request correction of the deficiency. Customer shall respond to the request in writing documenting the correction to be implemented within ten days of the request.

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Testing and Reports

The District procedures and standards for testing of wastewater infrastructure are presented in **Attachment A**. These procedures and standards, or an alternative approved by the District in writing, shall be followed and documented by Customer. Copies of the final testing reports will be provided to the District. Copies of interim testing or testing performed by the contractors for their benefit need not be provided. Copies of Certifications of Completion and Approval for Use from FDEP will be provided to the District.

Connections to Public Infrastructure

The connection of existing or new developed properties to the infrastructure installed by Customer exposes the District to the greatest potential for harm. The District has established minimum testing and inspection procedures to help ensure that the potential for Inflow and Infiltration ("I&I") and for introduction of deleterious substances is minimized. Customer is required to follow these standards and procedures as properties connect to Customer's Systems.

To ensure that the flow from privately or publicly owned properties is kept free from excessive I&I, all new piping installed will have to comply with the standards of the current version of the Florida Building Code, or if permitted through FDEP, with the requirements of the guidance documents contained in 62-604 FAC. Testing

of the existing piping that will remain in service will be required for properties that require an FDEP permit for their tie-in or that are specifically designated by the District.

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Design and Permitting

The connection of single-family residential and single-building commercial properties is generally permitted through the local Building Department. The connection of certain other types of properties requires permitting through the FDEP. These FDEP permits generally consist of larger properties and properties with multiple buildings. The District has differing design review, construction and testing requirements for these two types of properties.

Single-Family Residential and Single-Building Commercial - The design of connections for single-family residences and single-building commercial properties must meet the requirements of the current version of the Florida Building Code. Permitting will be through Customer's Building Department. The District will not review the plans or building permit applications for these types of connections. Sign-off for the availability of capacity will be delegated by the District to Customer for Single-Family Residential and Single-Building Commercial only.

FDEP-Permitted Connections - The design of connections for properties that require permitting through FDEP must comply with the requirements of Rule 62-604, FAC. It is a requirement that the owner of the RTP certify that capacity is available. The District shall have the authority for determining the capacity availability for these FDEP permit applications for the Customer. The District has developed documents to assist the property owners in determining how to obtain a collection system permit from the FDEP and has developed a design review checklist. Examples are provided in **Attachment B**. Customer shall develop a similar set of documents and provide copies for review and comments by the District.

A copy of the design plan shall be submitted to the District along with the FDEP permit application. .

Construction Inspection and Testing

As with design and permitting, the District has differing requirements for inspection and testing for the two categories of properties.

Single-Family Residential and Single-Building Commercial - These connections generally consist of a single gravity lateral tying into the publicly-owned collection system. For single-family residential connections, a grinder pump station connection also falls into this category, although a pump station serving a single-building non-residential must be permitted through the FDEP. The construction and testing standards set forth in the current version of the Florida Building Code must be followed.

The District has additional requirements for testing and inspection. Per Airvac specifications, heavier-walled pipe, SDR 21, is required for gravity laterals connecting to a vacuum collection system. The typical SDR 35 pipe is not allowed. The District also requires that the lateral be TV inspected to verify that the piping is free of rocks and debris. Although this is strongly recommended to minimize trouble calls due to fouling of vacuum tanks and valves, it will not be required.

The District requires inspection by representatives of the District for certain phases of construction of the connection. This was done to augment the inspections by the Monroe County Building Department. Although the District will not assign inspectors to witness each of the phases of construction and testing, it is a requirement that Customer perform these inspections. **Attachment C** provides details of the inspection requirements, examples of inspection forms and literature provided to property owners to assist with their connections. Customer is required to produce a similar document ensuring adequate inspections and testing for review and comment by the District prior to issuing any permits for connection. The District reserves the right to periodically witness testing and inspections for connections. Records of all inspections and testing must be maintained by Customer and must be made available on request by the District.

FDEP-Permitted Connections - These generally fall into two categories: Construction of new collection systems on the property with a tie-in to the publicly-owned collection/transmission system, or connection of an existing collection system to the publicly-owned collection/transmission system. For all new infrastructure, the same construction, inspection and testing requirements set forth for construction of the publicly-owned collection/transmission system must be applied. See Construction of Public Infrastructure, above.

Examination and testing of existing collection systems that are going to connect to the publicly-owned collection/transmission system is required. I&I is of particular concern. The District requires that the condition of the system be determined and documented in a Condition Report, signed and sealed by a Florida licensed professional engineer. Testing of the existing collection system for leakage and for salinity is required. **Attachment D** provides an example of Condition Reports and provides a salinity test procedure used by the District. The leakage testing procedures are provided in **Attachment A**. Customer is required to establish similar criteria to be contained in the Condition Reports and will submit signed and sealed by a Florida licensed professional engineer the originals of Condition Reports provided for connection of existing collection systems. The District reserves the right have a representative present during inspection and testing procedures. The Customer shall provide a minimum of 72 hour notice of such testing to the District in writing.

The FDEP requires that pump stations be properly maintained and that a maintenance entity be identified. The District requires that the owners of privately-owned pump stations provide a copy of their maintenance agreement and provide

an annual inspection report generated by the maintenance entity. Customer is required to do the same and to make such records available to the District on request. An example of a maintenance agreement and inspection report is provided in **Attachment E.**

The FDEP requires that package plants and disposal wells that will no longer be in use after connection to the publicly-owned collection/transmission system be properly abandoned. The requirements include emptying the tanks. The District has allowed package plant owners to pump some, but not all, of the package plant contents into the collection/transmission system. Only clear water can be pumped into the publicly-owned collection/transmission system that discharges to the District RTP. The sludge and floatables must be retained to be hauled out and disposed of by a licensed septage contractor. **Attachment F** provides the protocol used by the District to ensure that the proper procedures are followed. Customer will produce a similar protocol and perform the necessary tasks to ensure that improper wastes are not pumped into the collection/transmission system. The protocol will be submitted to the KWLTD for review and comments. Customer shall notify District in writing ten days in advance of any dewatering of package plants and District reserves the right to witness the dewatering of the package plants and review related records.

Operation and Maintenance

The District RTP relies primarily on biological process to achieve the required high level of treatment. Like all biological processes, it can be upset by changes in the amount and/or quality of the food provided, by changes in salinity and by rapid fluctuations in flow. A properly designed and maintained collection/transmission system will minimize the fluctuations in flows, loading and salinity by minimizing I&I. Other factors that can impact treatment include the introduction of substances such as fats, oils and greases or chemicals in excessive amounts. An effective maintenance program and controls on illicit discharges are required. The District RTP was designed to treat sewage with the characteristics of domestic sewage. The table presented below provides the average expected concentrations for certain important constituents.

Influent Parameter	Average Concentration
Carbonaceous Biochemical Oxygen Demand	250 mg/l
Total Suspended Solids	250 mg/l
Total Nitrogen, as N	50 mg/l
Total Phosphorus, as P	8 mg/l
Total Alkalinity, as $CaCO_3$	200 mg/l
Salinity	<3 Parts per Thousand
Fats, Oils and Greases	< 100 mg/l

Emergency situations, such as tropical storms, hurricanes, fires and burst pipes can occur, possibly disrupting service. The disruption can occur either in the collection/transmission system or at the RTP. In either case, the District and Customer shall work cooperatively to minimize disruption of service and possible impacts on residents and the environment.

Odor

Odor is a major concern for the District and the residents and visitors of Key Largo. As of April 18, 2012, Customer has not tied into the RTP. The District has made several improvements at the RTP that have reduced the odor problem but have not eliminated it completely. The favored approach at this time is to prevent odor in the collection system by controlling pH with $Mg(OH)_2$ so that H_2S is not released into the atmosphere at the RTP. The District is currently conducting tests to determine if this solution is feasible. Once an odor prevention process has been proven effective and has been demonstrated to not harm downstream processes, Customer will be required to take similar measures at its master pump station. Since the exact method of odor prevention is not known at this time, either H_2S or pH in the influent shall be limited. District will make the final determination of which parameter to limit and what that limit will be for both parties when more information is available. The District shall add these limits or standards to the District Policies. Ports for testing odor and Wastewater constituents shall be install along the transmission pipeline by the Customer at intervals approved by the District General Manager.

The District recognizes the possibility that a chemical feed system located in its collection or transmission system may not be feasible or cost effective. If that is the case, improvements shall be made to the RTP. Customer shall be required to pay its proportional share of the cost of the odor control improvements. Cost estimates are provided in Exhibit E of the Agreement.

If the District does find that a chemical feed system in its collection or transmission system is feasible and cost effective, the following requirements shall apply:

Customer shall install a chemical storage and dosing system at a point upstream of the Tavernier Creek bridge crossing. The intended use of the chemical dosing system is to introduce chemical solutions or slurries as a means of controlling hydrogen sulfide odors at the headworks of the RTP. Atmospheric discharge of hydrogen sulfide from the wastewater stream can be prevented by removal of sulfide ions by chemical precipitation or oxidation, by inhibiting the reduction of sulfate ions, or by keeping the sulfide ion in solution by raising the pH of the Wastewater. The preferred method has not yet been established.

The storage tank system shall be constructed of non-reactive material suitable for storage of caustic and corrosive fluids. The system shall include automated, continuous monitoring of the volume of chemical fluid remaining and shall have a

backup, redundant measuring system that may be automated or manually. Provisions for mixing of the chemical fluid shall be included.

The chemical dosing system shall consist of a minimum of two dosing pumps constructed of non-reactive materials and shall be suitable for delivering chemical solutions or slurries of varying viscosity, or shall have replaceable pump heads to accommodate various chemical fluids. Each pump shall have the capability of delivering the fluid at varying dosing rates. The dosing rates shall be proportionally controlled based on the total volumetric flow rate in Customer's transmission main. A signal from a flow meter on Customer's transmission main will be supplied to a programmable logic controller that will allow the dosing rate to be automatically adjusted to compensate for changes in flow.

Signals from the chemical storage tank capacity monitoring system and from the chemical dosing system will be provided to Customer's SCADA system. High and low level and pressure alarm set-points and dosing pump failure alarms will be transmitted to the SCADA system. An alarm condition will be generated if the storage tank level is too low or too high, if the chemical dosing pump discharge pressure is too low or too high, or if the chemical dosing system fails due to other failure conditions. The SCADA system will automatically notify Customer's operating division of the alarm condition. The operating division will respond and correct the failure and will notify the District of the nature and duration of the failure.

Flow and Salinity Monitoring

The Agreement provides for the flow from Customer to be measured by a meter located near the point of connection. The salinity will also be monitored at this location. The flow and salinity meters will record the total flow and composite salinity of the sewage from Customer. This data will be used for billing and compliance purposes.

More detailed flow and salinity data will be needed to produce the required annual flow projections. It is required that flow meters and salinity monitoring systems be installed at the major pump stations in Customer and that pump run times be used at smaller pump stations to estimate flows. SCADA should be provided for the major pump stations, with electronic monitoring by the District made available.

Fats, Oils and Greases

Food preparation produces fats, oils and greases ("FOG") that can be discharged into the collection/transmission system. In order to maintain FOG levels of less than 100 mg/l, grease interceptors must be installed and maintained for restaurants and other facilities that prepare food, such as hospital and school cafeterias and other institutions.

The Chapter 64-E6, FAC and the Florida Building Code regulate the installation and maintenance of grease interceptors and the disposal of the pumped contents from

the interceptors. Additives or alterations that cause the FOG to pass through the interceptor are prohibited. The District requires that the Customer institute and enforce a grease interceptor program and make its records available to the District for review upon request. **Attachment G** provides information regarding the maintenance and monitoring of grease interceptors. Dumping of the contents of grease traps or any other product from septage hauler pump trucks is prohibited.

Septage and Pump-Out Discharges

The District RTP will not accept septage or other fluids from septage hauler pump trucks. The discharge of pump truck contents into the collection/transmission system is prohibited. See **Attachment G**. Dumping of storage tanks containing the contents of boat and/or RV waste holding tanks is prohibited. Customer may accept wastewater discharge from boats and RVs that are connected directly to the collection/transmission system provided that influent quality falls within the parameters established by this Operations Protocol. Customer shall prohibit any facility intended for use solely as a boat pump-out or RV dumping station from discharging into Customer's System and ultimately into the District RTP.

Harmful Discharges

Discharge of substances that may be harmful to the District RTP are prohibited. Chapter 62-604, FAC prohibits either the District or the Customer from accepting specific flows. See **Attachment H** (emphasis added). The deliberate introduction of storm water, condensate and other sources of relatively clean water is prohibited. Once a source of introduction of these waters becomes known, failure to correct the problem in a timely manner constitutes a deliberate introduction and therefore a violation of Chapter 62-604, FAC.

The District RTP produces high quality effluent that is discharged down its disposal wells and biosolids that can be used as agricultural fertilizer. Both products have limits for substances such as metals and organic chemicals that are harmful to the environment. The sewage from Customer will be tested periodically for these substances, and if detected in harmful quantities, the Customer shall institute a program to identity and eliminate the source of the pollutant.

Maintenance

The collection/transmission system must be maintained in order to perform as designed and intended. Without proper maintenance, I&I is likely to occur. The District requires that Customer institute a predictive and preventive maintenance program with elements specifically designed to limit I&I. Those elements may include scheduled inspection and replacement of inflow-preventive devices such as manhole inflow protectors and cleanout caps, trend-charting of flow, rainfall and tide data, and routine testing and inspection of infrastructure. The District will be provided with a copy of the relevant sections of the maintenance program for review and comment.

Surcharge for Operation Protocol Requirements

Failure by the Customer to meet the time deadlines, standards or mandates contained in the Operations Protocol may be subject to surcharge by the District of one hundred dollars ($100) per failure event for each day the time deadline is exceeded, the mandate is not complied with, or the standard is not met. In the event of a failure to meet the time deadlines, standards or mandates of the Operations Protocol by the Customer, the District General Manager shall notify the Customer in writing as to the nature of the failure ("Notice of Failure"). The Customer shall have 30 days from the date of receipt of the Notice of Failure to cure said failure ("Curative Period") or if the failure cannot be cured within the Curative Period, commence a cure of the failure within the 30 day curative period and diligently pursue it until completion. After the Curative Period the District may charge the surcharge of one hundred dollars ($100.00) per day, per failure until the failure is fully cured.

The District General Manager and Village Manager shall further develop criteria and provisions to provide for surcharges for non compliance of the Customer System operator and operation and will work together to develop reasonable timeframes for District approval of construction elements of the Customer System to prevent any unnecessary delay.

Emergency Conditions

The District and Customer will jointly develop an Emergency Preparedness Plan including Best Management Practices to address tropical storms, hurricanes and other natural disasters as well as mechanical failures that inhibit the ability of the collection/transmission system or RTP from functioning properly. A Mutual Aid Agreement will be considered as part of the development of the Emergency Preparedness Plan. Establishing a transparent, cooperative relationship between the District and the Customer is needed to effectively address emergency conditions.

Guidance from the University of Florida/TREEO for preparation of an Emergency Preparedness Plan and best management practices is provided at the following link. The District intends to use this guidance document (FlaWARN Best Management Practices for Water and Wastewater Systems) as the basis for preparing a joint Emergency Preparedness Plan.

http://www.flawarn.org/resources/uploads/public/Documents/BMPs.pdf

Doc# 1885945
Bk# 2573 Pg# 1074

Attachment A

Collection and Transmission System Testing and Reporting Requirements

KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-3807

Doc# 1885945
Bk# 2573 Pg# 1075

COLLECTION AND TRANSMISSION SYSTEM TESTING AND REPORTING REQUIREMENTS

GENERAL TESTING REQUIREMENTS

A. All final tests shall be made in the presence of a representative from Key Largo Wastewater Treatment District (the Utility). Notify the Utility at least 48 hours before any work is to be inspected or tested.

B. All defects in piping systems shall be repaired and/or replaced and retested until acceptable. Repairs shall be made to the standard of quality specified for the entire system.

C. Sections of the system may be tested separately, but any defect which may develop in a section previously tested and accepted shall be promptly corrected and retested. Pressure tests shall be made between valves to demonstrate ability of valves to sustain pressure.

D. Provide all necessary test equipment. Increments on gages used for pressure pipe testing shall be scaled to the nearest 1 psi. Gauges and pumps shall be in good working order with no noticeable leaks.

E. Tests for any exposed piping shall be made before covering and insulation is placed.

F. The pressure and leakage test for buried piping shall be made after all jointing operations are completed and restraints have been in place at least seven days. Lines tested before backfill is in place shall be retested after compacted backfill is placed.

G. Short sections of piping, such as those between valves, may be isolated for testing. If short sections are tested, test plugs or bulkheads required at the ends of the test section together with all anchors, braces, and other devices required to withstand the hydrostatic pressure without imposing any thrust on the pipe line, shall be furnished and installed by the Contractor. Contractor shall be solely responsible for any damage which may result from the failure of test plugs or supports.

H. All items including valves and controls shall be given a thorough test. The entire system shall be operated for two days to prove compatibility of equipment and to achieve proper adjustment for operation. Valves, pipes, tanks, and other items that are not operational or are only operated on occasion, shall be tested for the ability to meet required design criteria.

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Bk# 2573 Pg# 1076

FORCE MAIN TESTING

Pressure and Leakage Testing (PVC and DI Mains)

A. Piping shall be slowly filled with water and all air expelled. Care shall be taken that all air valves are installed and open in the section being filled, and that the rate of filling does not exceed the venting capacity of the air valves.

B. Apply hydrostatic test pressure of 100 psi for 10 minutes and for such additional period as necessary for the Utility to complete inspection of the line under test. Do not exceed pipe manufacturer's suggested time duration at the test pressure. If defects are noted, repairs shall be made and the test repeated until all parts of the line withstand the test pressure.

C. Apply leakage test pressure of 100 psi. Maintain pressure at a maximum variation of 5% during the entire leakage test. The duration of the leakage test shall be two hours minimum, and for such additional time necessary for the the Utility to complete inspection of the section of line under test. Leakage measurements shall not be started until a constant test pressure has been established. The line leakage shall be measured by means of a water meter installed on the supply side of the pressure pump.

D. No leakage is allowed in exposed piping, buried piping with flanged, threaded, or welded joints or buried non-potable piping in conflict with potable water lines.

E. Tested sections of buried piping with slip-type or mechanical joints will not be accepted if it has a leakage rate in excess of that rate determined by the formula:

1. AWWA C-600 Ductile Iron Mains $L = \frac{SDP}{133{,}200}$
2. AWWA Manual No. M-23 - PVC Main $L = \frac{NDP}{7{,}400}$

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L = Maximum permissible leakage rate, in gallons per hour, throughout the entire length of line being tested.

S = Length of line tested (in feet).

D = Nominal internal diameter (in inches) of the pipe.

P = The square root of the actual pressure in psig on all joints in the tested portion of the line. This actual pressure shall be determined by finding the difference between the average elevation of all tested pipe joints and the elevation of the pressure gauge and adding the difference in elevation head to the authorized test pressure.

F. All apparent leaks discovered after final acceptance of the work by the Utility shall be located and repaired, regardless of the total line leakage rate.

Pressure and Leakage Testing (Polyethylene Mains)

A. Piping shall be slowly filled with water and all air expelled. Care shall be taken that all air valves are installed and open in the section being filled, and that the rate of filling does not exceed the venting capacity of the air valves.

B. Subject pipeline to be tested to a 4 hour expansion phase prior to commencing leakage testing. Pipeline expansion shall be accomplished by applying hydrostatic test pressure of 100 psi. In order to compensate for the initial expansion of the pipeline, add sufficient make-up water at hourly intervals to return to the required test pressure. At the end of the fourth hour, the test phase is to commence.

C. At the conclusion of the fourth hour of the expansion phase, fill the pipeline again with makeup water to return to the test pressure. The test phase shall consist of a two hour or three hour pressure test, as required by the Utility. At the end of the test phase, measure the amount of makeup water required to return to the test pressure. The pipeline passes the pressure test if the makeup water required does not exceed the following:

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Nominal Pipe Size (In)	Allowable Makeup Water (Gallons / 100 Ft Of Pipeline)	
	Two Hour Test	Three Hour Test
4	0.25	0.40
6	0.60	0.90
8	1.0	1.5
12	2.3	3.4
16	3.3	5.0
18	4.3	6.5
20	5.5	8.0
24	8.9	13.3

D. If any defects or leaks are revealed, they should be corrected and the pipeline retested after a minimum 24 hour recuperation period between tests. Total testing conducted on a section of pipeline shall not exceed 8 hours within a 24 hour period.

E. All apparent leaks discovered within one year from the date of final acceptance of the work by the Owner shall be located and repaired by Contractor, regardless of the total line leakage rate.

GRAVITY SEWER TESTING

Visual Inspections (for new systems only)

A. Prior to inspections and testing, clean all installed lines and manholes.

B. After backfill has been placed, the Utility will visually inspect all gravity flow lines to check alignment and grade. All obstructions shall be removed.

C. Provide light source and mirrors for lamping of sewer. Any sewer in which the direct light of a lamp cannot be viewed in either direction, full circle, between adjacent manholes shall be considered unsatisfactory, unless the line is designed with horizontal deflections, and shall be repaired.

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Leakage Testing (for new and existing systems)

A. The allowable limits of infiltration or exfiltration for the entire system, or any portion thereof, shall not exceed a rate of 100 gallons per inch of inside pipe diameter per mile of pipe per 24 hours. No additional allowance will be made for house service lines. The allowable limits of infiltration or exfiltration of manholes shall not exceed a rate of four gallons per manhole per 24 hours.

B. Any part or all of the system may be tested for infiltration or exfiltration, as directed by the Utility. Prior to testing for infiltration, isolate the system to eliminate all external water sources. The system shall then be pumped out so that normal infiltration conditions exist at the time of testing.

C. The amounts of infiltration or exfiltration shall be determined by pumping into or out of calibrated drums or by other methods approved by the Utility.

D. The exfiltration test will be conducted by filling the portion of the system being tested with water to a level equal to the lowest part of the manhole frame.

E. Tests shall be conducted on portions of the system not exceeding three manhole runs or maximum' of 1200' (feet) whichever is greater unless otherwise directed by the Utility. Tests shall be run continuously for two hours. Test duration may be reduced to no less than ten minutes at discretion of KLWTD Inspector.

F. Where infiltration or exfiltration exceed the allowable limits specified herein, the defective pipe, joints, or other fault construction shall be located and repaired. If the defective portions cannot be located, these portions shall be removed and reconstructed to the extent necessary in order to conform to the specified allowable limits.

G. The Property Owner, at no expense to the Utility, shall provide all labor, equipment and materials and shall conduct all testing required, under the direction of the Utility.

Deflection Testing (for new systems only)

A. Conduct pipeline deflection testing after the final backfill has been in place at least 30 days.

B. Maximum allowable pipe deflection is 5%. Measure deflection by manually pulling a mandrel through the pipe. The minimum mandrel diameter shall be in accordance with the following:

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Bk# 2573 Pg# 1080

Sewer Pipe Nominal Size(In)	Base Inside Diameter (In) (ASTM D3034 SDR 35 for Pipe 6" to 15", ASTM F679 T-1 for Pipe 18" to 27")	Minimum Mandrel Outer Diameter (In) for 5% Deflection Test
6	5.742	5.45
8	7.665	7.28
10	9.563	9.08
12	11.361	10.79
15	13.898	13.20
18	16.976	16.13
21	20.004	19.00
24	22.480	21.36
27	25.327	24.06

C. Deflection testing is considered satisfactory if the mandrel can be pulled by hand through the pipe being tested. If the mandrel cannot be pulled through the pipe, replace or correct the pipe and retest until testing is satisfactory. Any pipe removed or corrected due to failing deflection testing shall also be re-tested for leakage.

Leakage Testing of Manholes

A. Plug Inlets and outlets and fill manhole with water to height determined by the Utility. Bypass pump sewage as required.

B. Where practical, a manhole may be filled 24 hours prior to time of testing, if desired, to permit normal absorption into the pipe walls to take place.

C. Leakage in each manhole shall not exceed 0.1 gallon per hour per foot of head above the invert.

D. Defective manholes; Repair based on plan submitted to and approved by the Utility. Retest as specified.

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Salinity Testing

A. Conduct field testing for salinity and submit documentation in accordance with the Florida Department of Environmental Protection (FDEP) FT 1300- Field Measurement of Salinity March 31, 2008.

B. Sample Location: Pump station wet well.

C. Acceptable salinity concentration: Less than 1 part per thousand.

Reporting Requirements

A. A condition report, signed and sealed by an engineer licensed by the State of Florida, must be accepted by the District before the final tie-in is completed.

B. The condition report shall include the following:
   a. A written evaluation of the condition of the existing collection and/or transmission system. Include approximate age of system, construction materials. Describe condition of manhole and wet well interiors.
   b. Note if any of the following was observed.
      i. Standing water.
      ii. Evidence of root intrusion.
      iii. Roof drains or yard drains tied into the system.
      iv. Incorrectly sized grease traps.
      v. Other problems or abnormalities.
   c. A drawing or sketch of the collection and/or transmission system. Include pipe lengths and diameters. Include a typical cross section of existing manholes.
   d. Testing report that includes who was present, time and date of the test, results of the test and any calculations.
   e. Results of tests conducted in accordance with District testing requirements. Indicate whether the test passed or failed. If failed, describe the course of action to correct deficiencies; and include the results of the retest. Include calculations.

Doc# 1885945
Bk# 2573 Pg# 1082

Attachment B

FDEP-Permitted Collection and Transmission System Design Review Checklist

KEY LARGO WASTEWATER TREATMENT DISTRICT
98680 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 359-4566 FAX (305) 453-5807

WWW.KLWTD.NET

January 11, 2010

Mr. W.F. McCain, P.E.
W.F. McCain & Associates, Inc.
1171 19th Street
Vero Beach, FL 32960

Doc# 1885945
Bk# 2573 Pg# 1083

RE: Ocean Pointe Condominium- Force Main-KLWTD Submittal Design Review Comments

Dear Mr. McCain:

We appreciate your patience in the review of your Sanitary Sewer Force Main submittal for the Ocean Pointe Condominium project in Key Largo, Florida . Please find attached the KLWTD Tie-in Design Review Checklist for your information. In general the review of your submittal has resulted in the following comments:

1) The FDEP (Form 62-604.300 (8) application is acceptable, has been signed by the District. Please find attached two (2) sets of signed applications for your forwarding to FDEP. We have retained one (1) set of plans for our records.

2) The following shall be tested in accordance with our requirements:
   a) New and existing gravity mains, manholes, and laterals;
   b) New and existing force main;
   c) New and existing wet well.

   A condition report shall be provided which details the test results. Salinity testing and reporting shall also be performed in accordance with District requirements. The condition report has been received and is acceptable.

3) Final tie-in will not be allowed until Testing and Reporting Requirements are met and a Clearance Letter is issued by the FDEP.

James R. Brush, PE

KLWTD Project Manager
305-395-8032

KEY LARGO WASTEWATER TREATMENT DISTRICT
OFFICE OF CONSTRUCTION MANAGEMENT

WASTEWATER TIE-IN DESIGN REVIEW CHECKLIST

Name: Ocean Pointe Condominium
Facility Owner: Ocean Pointe Condominium Assoc.
Node Number: Buffer Tank connected to vacuum sewer
Node Heads(FT): High: 0' Ave: 0' Low: 0'
Engineer: W.F McCain & Assoc.,Vero Beach FL; AEC Engineers Inc. Palm Beach Gardens, FL
Type of Tie-in: Force Main or **Vacuum**/Gravity

PART A: FDEP PERMIT SUBMITTAL	APPROVED	DISAPPROVED
FDEP Permit Application	x	
Engineering Report	x	
Pump curve consistent with CPH force main model. Curve defined by average flow at high pressure and peak flow at average pressure.	x	
Flow and head loss calculations.	x	
Buoyancy calculations.	x	
Comments:		
Engineering Report (Pump Station Calculations) dated August 2009 is a revision of the July 2008 Engineering Report and reflects force main connection to a buffer tank. The operating point is 78.3 GPM @ 15.5' TDH for connecting to the buffer tank with 0.00 feet of head. Whereas the DEP Application has the operating point on page 2 of 11 as 120 GPM @ 210' TDH. Revise page 2 of 11 to reflect the calculations of the August 2009 calculations and resubmit to the District for insert into the applications as an amended page.		
Drawings		
Location, type and material of on-site connection consistent with connection provided by KLWTD. KLWTD drawing title and date:	x	
Lift station plans and sections, including 100-year flood elevation (electrical panel above 100-yr) and interpolated 25-year flood elevation.(top of lift station above 25-yr for access.)		x
Existing wastewater facilities are shown including gravity mains, laterals, manholes, lift stations, wastewater treatment facilities, force mains, , check	x	

DocH 1885945
BkH 2573 PgH 1084

KEY LARGO WASTEWATER TREATMENT DISTRICT
OFFICE OF CONSTRUCTION MANAGEMENT
WASTEWATER TIE-IN DESIGN REVIEW CHECKLIST

valve(s) installed on pump station discharge pipeline in valve pit; One additional check valve shall be installed at the property line near the location of the force main tie-in to prevent water hammer and backflow. This check valve shall be accessible in a meter box near the tie-in shut off valve.		
Valve pit has male cam-lock connection with female cap to pump wet well during emergency pump connection	x	
Emergency generator connection receptacle	x	
Comments:		
Submit revise sheet LS-1 that shows top of pump station to be above 25-YR FEMA flood and bottom of electric panel to be above 100-yr flood.		
PART B: TESTING AND REPORTING REQUIREMENTS	APPROVED	DISAPPROVED
Condition Report		
A condition report, signed and sealed by an engineer licensed by the State of Florida, must be accepted by the District before the final tie-in is completed. Report shall include the following:	x	
A written evaluation of the condition of the existing or new collection and/or transmission system. Include approximate age of system, construction materials. Describe condition of manhole and wet well interiors.	x	
Note if any of the following was observed. i. Standing water. ii. Evidence of root intrusion. iii. Roof drains or yard drains tied into the system. iv. Incorrectly sized, clogged, non-functioning grease traps. v. Other problems or abnormalities.	x	
A drawing or sketch of the collection and/or transmission system tested. Include pipe lengths and diameters. Include a typical cross section of existing manholes.	x	
Testing report that includes who was present, time and date of the test, results of the test and any calculations.	x	
Results of tests conducted in accordance with District testing requirements. Indicate whether the test passed or failed. If failed, describe the course of action to correct deficiencies; and include the results of the retest. . Include calculations and salinity testing results.	x	
Comments:		

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Bk# 2573 Pg# 1085

KEY LARGO WASTEWATER TREATMENT DISTRICT
OFFICE OF CONSTRUCTION MANAGEMENT
WASTEWATER TIE-IN DESIGN REVIEW CHECKLIST

PART C: : KLWTD REQUIREMENTS FOR PRIVATE LIFT STATION FACILITIES:		
Shop drawings submitted to the District. Showing pump shopping drawings shown on plans is acceptable.	x	
Standard Pump submittals from Pump Supplier such as start-up services training and Operation and Maintenance Manuals.	x	
Lift Station Owner has service contract with licensed plumber, licensed mechanical contractor, or licensed wastewater plant operator for maintenance/repair of lift station(s) and service contract showing contract term is filed with the District. Owner to provide two (2) inspections and cleanings of lift stations per year. Notify the District when inspections will be conducted and send inspection report to the District.	TBS	
The District may install telemetry system(s) (SCADA) on selected lift stations at no cost to the owner of lift station for the purpose of monitoring operating performance.		
The District may require larger lift stations (greater than 10 HP) to be equipped with remote control devices, to be provided and installed by the District at no cost to the owner, enabling the District to control and synchronize lift station performance.		
The District may provide each lift station with a lock or locking device, with key(s) provided to the Owner, that allows the District to access the lift station internal equipment for emergency repairs.		
PART D: FDEP PERMIT, FDEP CLEARANCE LETTER, FINAL CONNECTION APPROVAL:		
Copy of FDEP Permit submitted to the District	x	
Copy of FDEP Clearance Letter and Record drawings submitted to District	x	
Final Connection Approved	x	
Package Plant Abandonment Plans to DEP Initiated	x	
DEP Injection Well Abandonment Permit application Initiated	x	
DEP plant and injection well closure completed		
Signed/sealed Checklist submitted to Monroe County Bldg. Dept.	x	
Grease trap inspected and cleaned/pumped-logged	x	

Doc# 1885945
Bk# 2573 Pg# 1086

Doc# 1885945
Bk# 2573 Pg# 1087

Attachment C

Single-Family and Single-Building Commercial Inspection, Testing and Reporting Requirements

KEY LARGO WASTEWATER TREATMENT DISTRICT
P.O. BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-4019 FAX (305) 453-5807
www.klwtd.com

February 10, 2011

Doc# 1885945
Bk# 2573 Pg# 1088

How do you do a KLWTD residential tie-in? You can:

- Hire and supervise a contractor/plumber. You or the contractor/plumber may pull the necessary permits -or-
- Hire a private provider who will pull permits and perform the inspections-or
- Pull your own permits and do the work yourself. For this choice, please continue reading:

Do Not **start until KLWTD has sent you a 30 day Notice to Connect.** Until we send you a 30 day notice, the vacuum sewer system will not be active and you cannot pull your permits, begin your lateral construction or connect to the street or your house.

-Until the clean out box is installed, the location is not final-

1. Call or come by the KLWTD office to request a tie-in packet. It will contain permit applications for the Monroe County Health Dept., the Building Dept, and other required documents. Some of the required forms cannot be duplicated. We also have instructions along with photos from our website (under the section titled "*Progress/Residential Tie-In*"). We will help you fill out the forms and issue you a County required Approval to proceed letter with our blue seal.
2. Take the Health Department forms, along with the Approval to Proceed letter to the Health Dept. (MM 102 Bayside in the Murray Nelson Bldg.) to apply for your onsite sewage disposal decommissioning permit. Although the decommissioning permit is administered by the County, it is actually a requirement of the State of Florida.
3. Once you have received your Health Department permit you may proceed to the Monroe County Building. Dept. (Murray Nelson Bldg, MM 102 Bayside) for you construction permit. Make sure you bring along the original blue sealed Approval to Proceed letter.
4. When you receive the Monroe County Building permit for the construction of your new lateral, then you may begin. You may hire a plumber, employees or do the work yourself. Our website has a link to a State of Florida list of all current licensed plumbers that are working in Monroe County. Included in the residential tie in packet and on our website is an excerpt from the State of Florida Building Code concerning homeowner-hired employee requirements and an article from the Keynoter (04-08-09).
5. For location of all underground utilities where you will be digging, **dial 811** to be automatically connected to the Florida Sunshine location service. This is a legal requirement of the State and it is free. KLWTD will respond to the 811 call as well.
6. ***Phase 1:*** Excavate the KLWTD connection pipe near the cleanout box and the existing lateral between the home and the septic tank. Your lateral must run downhill from your home to the KLWTD pipe at a minimum slope of 1/8" per foot (1/4" foot is better). The location and elevation of your existing pipe and the KLWTD pipe and any landscaping features will determine the design, route and the amount of material you will need to construct your lateral. KLWTD requires laterals to be 4" PVC Schedule 40 or PVC SDR 21. There shall be a clean out and backwater (check) valve within 5 feet of the home. The KLWTD pipe is 6" and will require you to provide an adapter down to 4" pipe. No

turn shall be greater than 45°. Best practice is to use as few turns as possible and use all of the fall available. Use purple primer and gray PVC cement (preferably medium body).

7. Review the KLWTD connection details in your packet. Review the photo on our website. Measure, plan, obtain the material, measure again, then dig the ditch and build the lateral. Make sure to provide for dewatering ditch if necessary so the pipe will stay clean and dry until it can be capped. **Dewatering may be required. Disposal of run-off from your lot requires a permit.** ***DO NOT TIE IN AT EITHER END!!***
8. After the lateral is complete and temporarily capped or plugged (water tight) on ends, but **not** ***backfilled,*** call for inspections. County phone number is on your permit.

   A. Monroe County hydro test is a check of the lateral pipe full of water to make sure there are no leaks. They also check that construction meets code.

Owners who fail to have KLWTD perform open ditch Phase 1 & 2 inspections will be charged $500 by KLWTD to clean the pit by vacuum truck and for TV inspection of the entire system.

9. ***Phase 2:*** KLWTD must inspect the lateral and may use a TV camera to see inside. We want the pipe to be properly constructed and clean. Rocks will punch holes in a vacuum system. If Monroe County performs their hydro test first, you may proceed with Phase 2construction and KLWTD will perform both Phase 1 & 2 inspections at the same time. After Monroe County has inspected the lateral, found the work satisfactory and signed your building permit, you may tie in your lateral to the KLWTD pipe under the clean out box, as we observe. **Call KLWTD inspection dispatch @ 305-942-1794 (48 hours in advance please)** when you are ready to proceed. We are required to be onsite and witness your work as it progresses. We want to make sure the pipe is properly constructed and clean. Make sure to always protect the lateral from damage. Your KLWTD Inspector may have more instructions for you while onsite.

   The District prefers to do Phase 2 and Phase 3 at the same time when possible.

10. ***Phase 3:*** After you complete your Phase 2 connection to the street, you may make your final tie-in to your house or schedule a final tie-in inspection with KLWTD. We need to be present for this to ensure that the pipe is properly constructed and clean. After the tie-in is complete, but ***not backfilled,*** call Monroe County Building Dept. for a final inspection. After Monroe County has signed the building permit, backfill the balance of the lateral and landscape, etc. as you wish.
11. Our Engineer will furnish a signed and sealed completion letter directly to the County.
    KLWTD will occasionally offer lateral tie-in construction seminars in pre-determined Saturdays. Please call our office for details.

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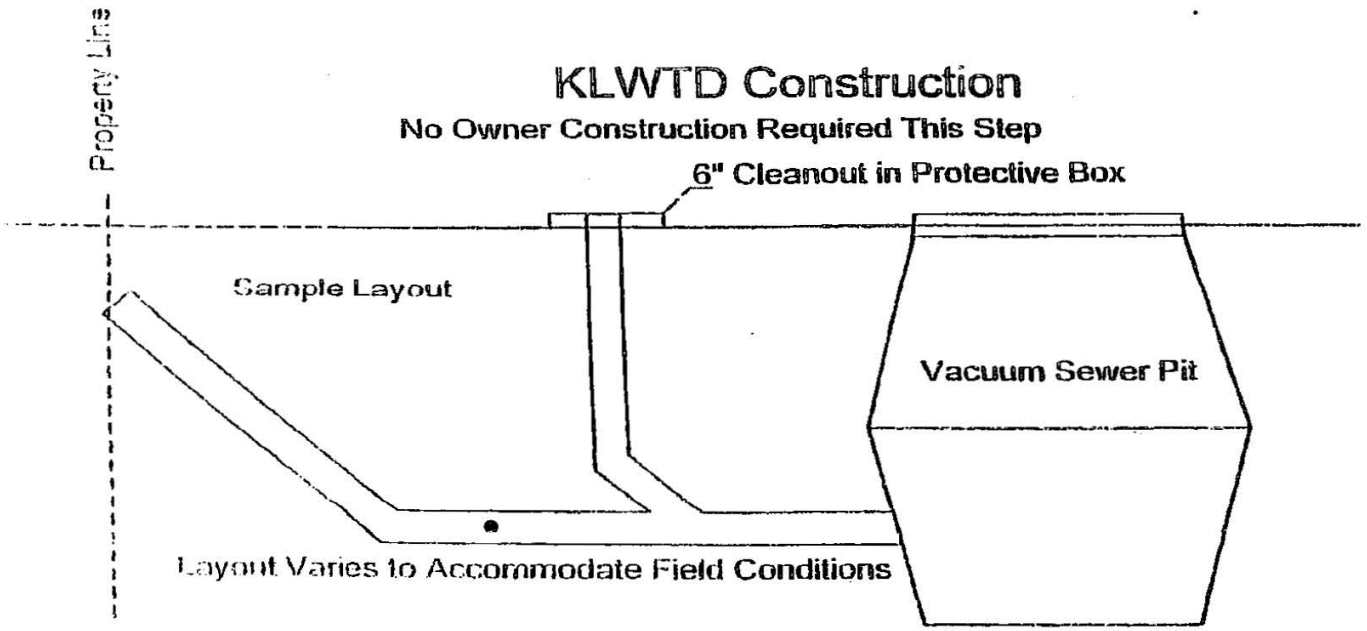
This is what is under ground at the box in the right of way.



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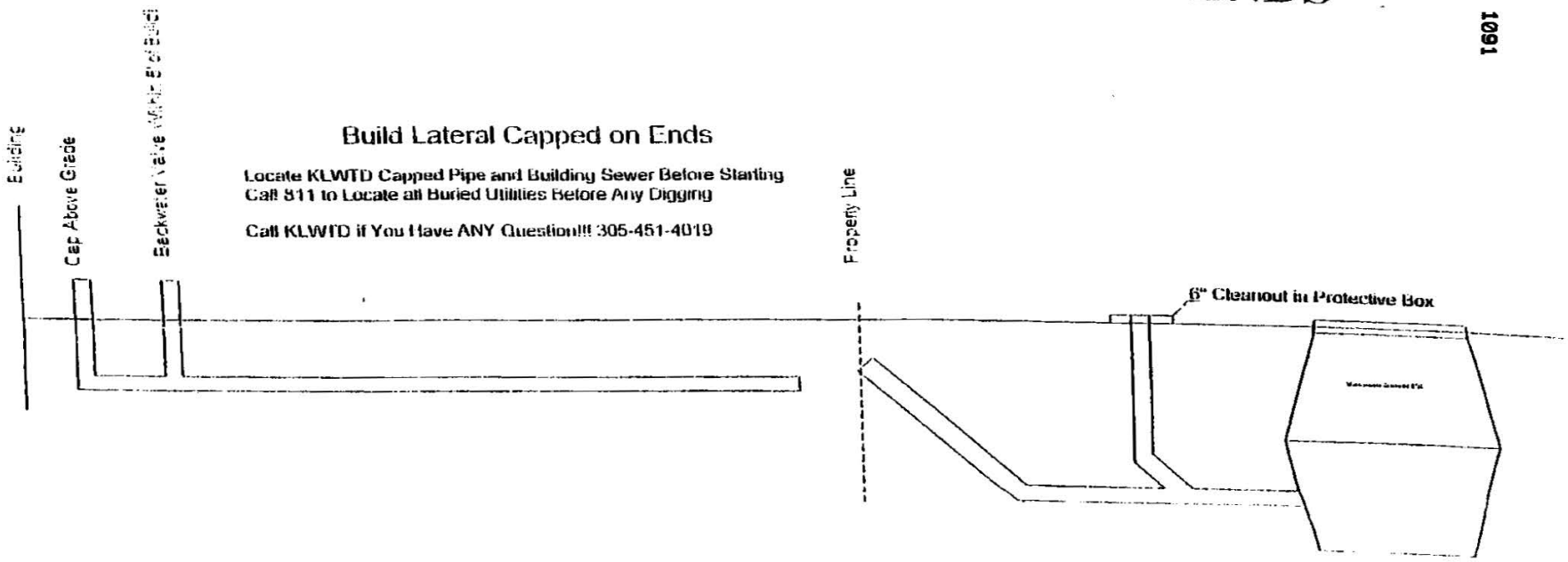
Bk# 2573 Pg# 1090

A

DocH 1885945
BkH 2573 PgH 1091

BUILD LATERAL CAPPED ON BOTH ENDS



Note: 4" Diameter Pipe at Minimum Slope of 1/8" per foot
Trenching and Backfill Per Florida Building Code
Allowed PVC Pipe: Sch 40 & SDR 21
Purple Primer and Grey Glue Required at ALL Joints Except Temporary Caps

WHEN COMPLETE, CALL FOR INSPECTIONS

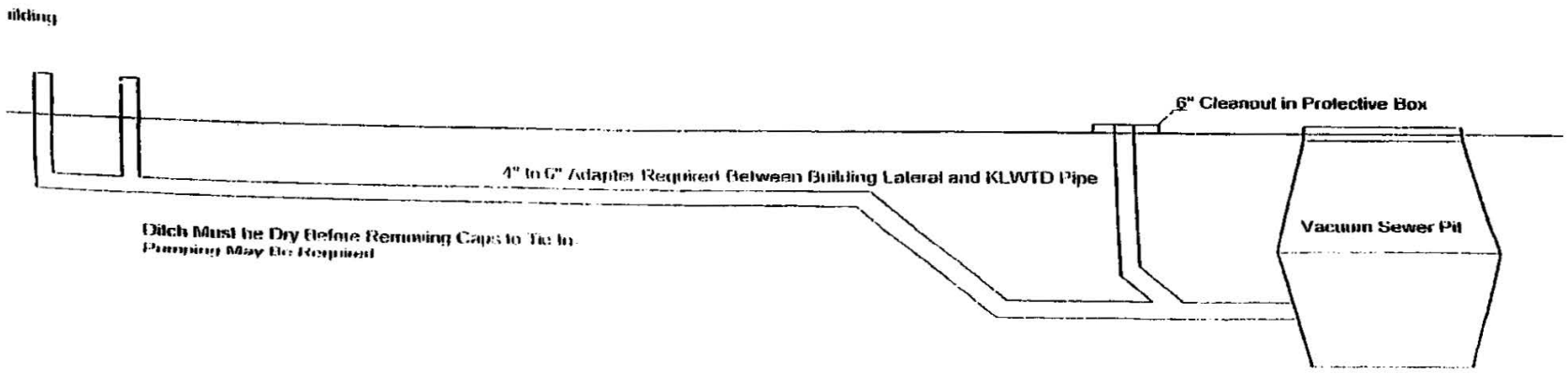
Call Monroe County (305-453-8725) for your Hydro Test and Inspection.

DO NOT REMOVE CAPS AFTER COUNTY INSPECTION

B

Doc# 1885945
Bk# 2573 Pg# 1092

After you pass the County Hydro Test & inspection and are ready to make the connection to the street, call the KLWTD Inspection Dispatch number @ 305-942-1794 to make arrangements for the camera inspection and for the KLWTD Inspector to observe your connection to the street. <u>DO NOT make the connection to the street before the District Inspector is present.</u>

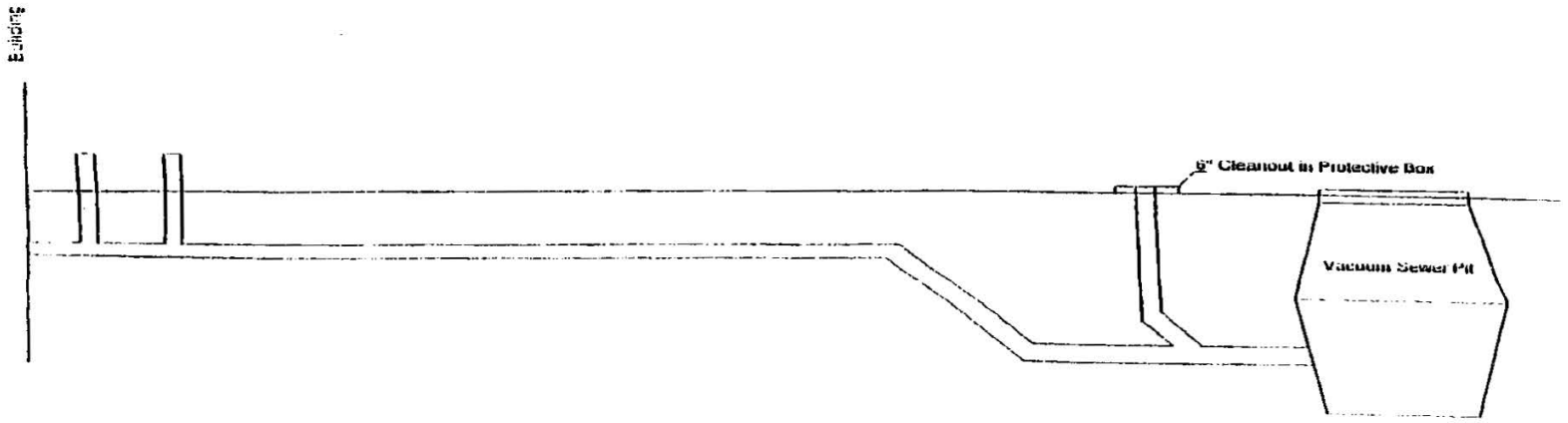


You must have received your 30 day notice in order to connect to the street and/or the building.

C

BUILDING TIE IN

The KLWTD Inspector must be present when connection is made to the building. Call 305-342-1794 to schedule. Monroe County must inspect the tie-in before you bury it. Call them at 305-453-8725.



Doc# 1885945
Bk# 2573 Pg# 1093

D

SERVICE LATERAL CONNECTION STANDARDS

All sewer service laterals connecting to the Key Largo Wastewater Treatment District's (KLWTD) wastewater treatment system shall conform to industry standards and all requirements of Chapters 62 and 64E-6 of the Florida Administrative Code and the Internal Plumbing Code 2000 (IPC). Materials and design must also conform to the requirements of AirVac, the vacuum system manufacturer.

Those requirements include the following items; Additional requirements may also apply:

1. Gravity service laterals must be schedule 40 pressure (200 psi or greater) rated or SDR-21 plastic.
2. All joints and fittings shall be glued with industrial grade gray solvent cement/glue.
3. Air intake, if required, must be a minimum of 4" in diameter fitted with a stainless steel screen and be a minimum of 4' above grade.
4. Trenching, bedding and backfilling shall conform to IPC Section 306.
5. Existing plumbing must be demonstrated to be water tight in accordance with the requirements of the IPC Section 3121 or 3122.
6. Any plumbing that is covered without inspection will have to be completely exposed for inspection.
7. Prior to final connection to the vacuum pit, the lateral piping must be plugged, jet-rodded or otherwise flushed of all foreign materials with a 4" test ball in place at the pit. Test balls must not be removed until plumbing inspections and hydrostatic tests have passed. Anyone flushing a line into a pit without a test ball in place will pay a pump out and cleaning fee of $500 for illegally discharging foreign material into the KLWTD collection system.
8. KLWTD will camera-inspect the interior of all lines before they are placed in service.
9. See detail sheets for lateral connection information.
10. Existing septic tank systems will be abandoned per the requirements of 64E-6011 FAC Monroe County Health Department.

OWNER-BUILDER REQUIREMENTS

You can build your own lateral between your structure and the wastewater collection system connection point without using the services of a contractor if ALL of the following apply:

- You own the property where the lateral will be installed
- You personally occupy the property for your own use (not rented or leased)
- You will not offer to sell the property within one (1) year after the lateral is installed
- You will personally perform all of the work, or have it performed by an employee that you will supervise and pay worker's compensation and employment taxes
- If you use a contractor for any of the work you will use a licensed contractor for the work.

IF YOU ACT AS AN OWNER-BUILDER, YOU WILL BE RESPONSIBLE FOR ALL PERMITS AND INSPECTIONS.

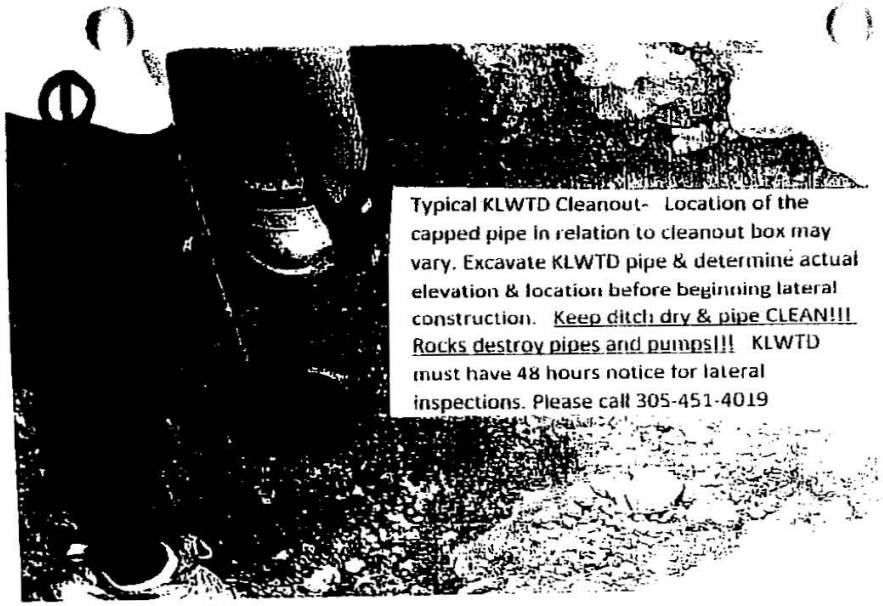
Doc# 1885945
Bk# 2573 Pg# 1094

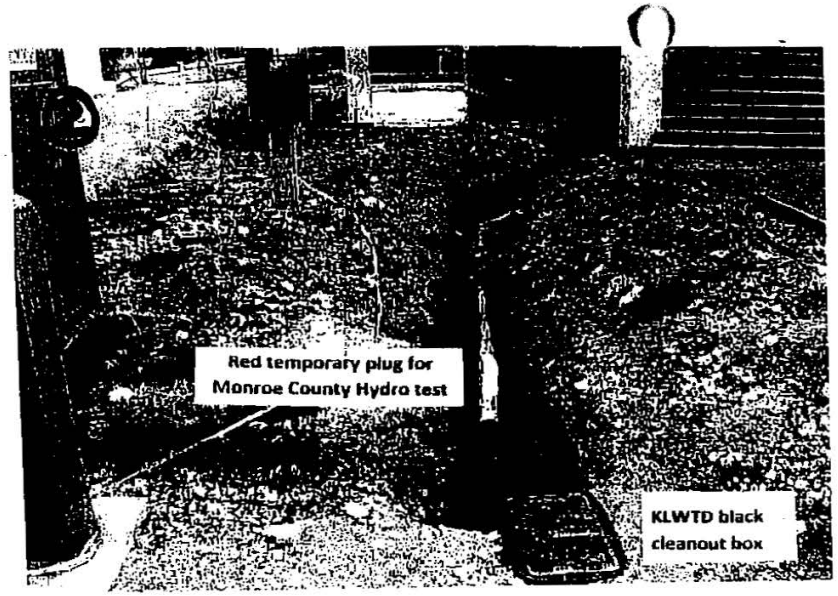
Lower Costs of Your Sewer Hook-up!!

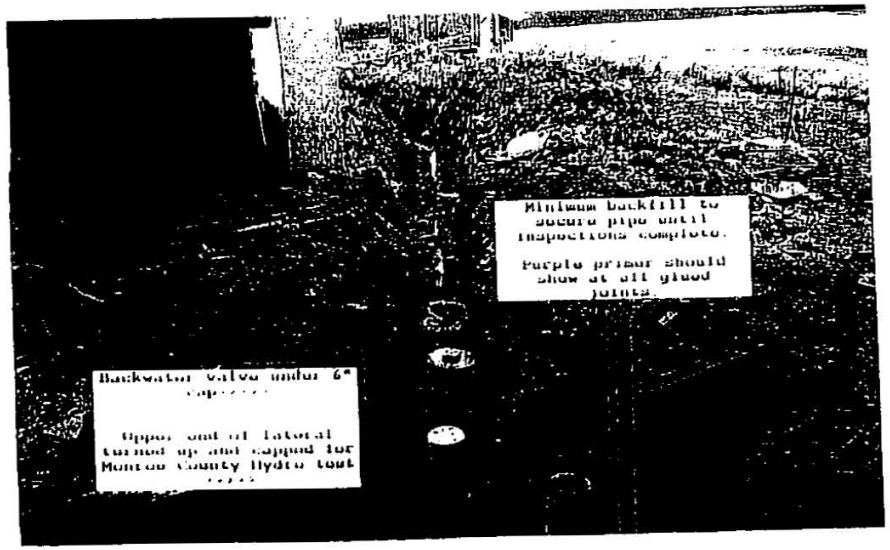
Methods to help lower the cost of your sewer hook-up:

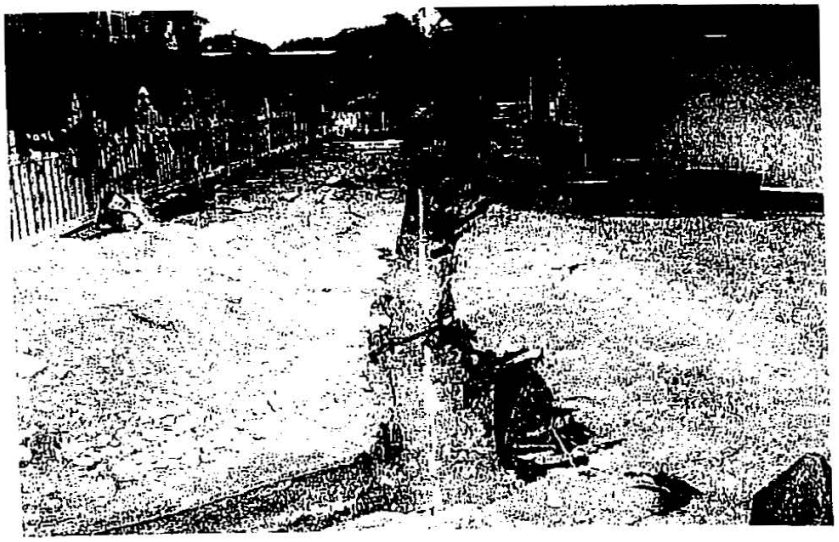
Doc# 1885945
Bk# 2573 Pg# 1095

1. Partner with your neighbors. This will allow a contractor to give you a discount by hooking up several homes in the same area.
2. Obtains bids from several contractors. Make sure you are comparing apples to apples when comparing prices and services.
3. Ask about supplying the materials you will need. You can purchase them at discount prices from supply houses. This can save on the mark up charged by the contractor.
4. Ask about pulling the permits for the contractor. It saves them time and you get the financial savings.
5. Locate your septic tank so the contractor can give an accurate estimate. This can be accomplished by calling the Monroe County Health Department at 305-853-8750 to see if they have your septic tank location on file. You can also contact the septic/plumbing company that did the original septic tank installation or has provided service in the past.
6. Remove and relocate any plants, shrubs or trees that may be in the way. Doing so will keep them out of harm's way and keep them available to replant after all of the work is complete.









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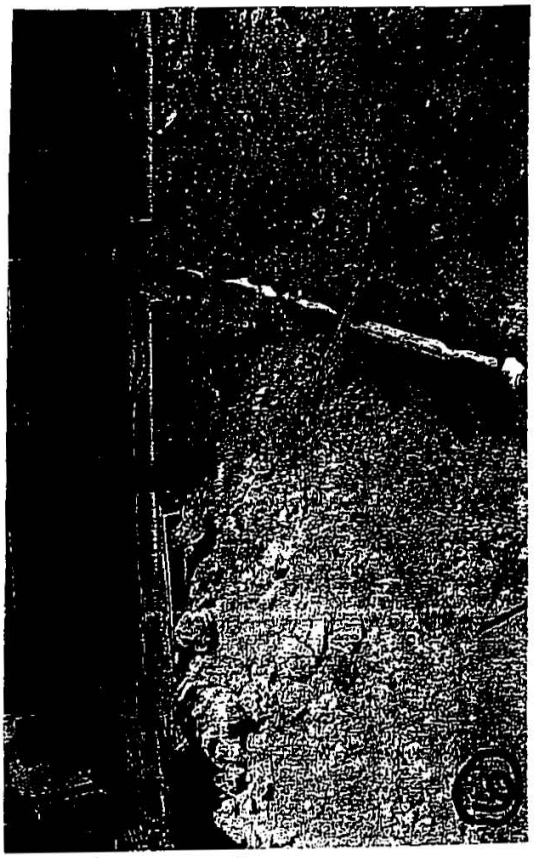
Doc# 1885945
Bk# 2573 Pg# 1097



DocH 1885945
BkH 2573 PgH 1098

NOTICE

TO ALL CONTRACTORS/PLUMBERS AND OWNER/BUILDERS

The new dispatch number for requesting an inspection is:

305-942-1794

Please do not call an inspector directly until after you have been contacted.

Thank you in advance for your cooperation!!

KLWTD

Doc# 1885945
Bk# 2573 Pg# 1099

FOR YOUR RECORDS

Included are documents that provide general information about the process of sewer installation.

Please feel free to call @ 305-451-4019 x200 if you have any further questions.

KLWTD Residential Connections Field Inspection Report Form

Date: 8-18-11

MM

Owner Name: Suarez, Jesus & Lourdes

Street Address: 108 Seminole Ln

M/C Permit # 11303909 Posted? Y N

941-268-2374

Phase 1 - Pipe Capped and Tested From R/W Near KLWTD Cleanout to Near Building Discharge

Slope Y N

Check Valve Y N

Primer/Glue Y N

Excessive Elbows Y N

Camera Used Y N

Pass Y N

Inspected By: Tom J. Gould Date/Time: 2:10

Phase 2 - Connection on R/W from Capped Pipe to KLWTD Cleanout

Overall Appearance: Gould

Doc# 1885945
Bk# 2573 Pg# 1100

Comments:

Plumber/Contractor MGE Const.

Owner Builder Y N

Inspected By: Tom J. Gould Date/Time: 2:[illegible]

Phase 3 - Final Connection From Capped Pipe At Building to Building Discharge Pipe - Live Service

Inspected By: Tom J. Gould Date/Time: 2:[illegible]

Office Use

AK: 1605786

AUG 31 2011

RE: Database #

STEP #1

HEALTH DEPARTMENT

Doc# 1885945
Bk# 2573 Pg# 1101

- Show your original blue sealed APPROVAL TO PROCEED LETTER. *Make sure to take it with you when you leave the Health Department office.*
- SUBMIT:

  ✓ Property record card
  ✓ Permit application
  ✓ Drawing of how you will connect from the black box to your home. This must be on the provided Health Department form.

Doc# 1885945
Bk# 2573 Pg# 1102

STATE OF FLORIDA
DEPARTMENT OF HEALTH
ON-SITE SEWAGE DISPOSAL SYSTEM
APPLICATION FOR CONSTRUCTION PERMIT

PERMIT NO. _____
DATE PAID: _____
FEE PAID: _____
RECEIPT #: _____

APPLICATION FOR:

[ ] New System [ ] Existing System [ ] Holding Tank [ ] Innovative
[ ] Repair [ ] Abandonment [ ] Temporary [ ] _____

APPLICANT: _____

AGENT: _____ TELEPHONE: _____

MAILING ADDRESS: _____

= = = =

STATE OF FLORIDA
DEPARTMENT OF HEALTH
APPLICATION FOR ONSITE SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMIT

Permit Application Number_____

- PART II - SITEPLAN -

Scale: Each block represents 10 feet and 1 inch = 40 feet.

Doc# 1885945
Bk# 2573 Pg# 1103

Notes: _____

_____

_____

_____

Site Plan submitted by:_____ _____
Signature Title

Plan Approved_____ Not Approved_____ Date_____

By_____ County Health Department

ALL CHANGES MUST BE APPROVED BY THE COUNTY HEALTH DEPARTMENT

STEP #2

BUILDING DEPARTMENT

DocH 1885945
BkH 2573 PgH 1104

SUBMIT:

- ✓ The original blue sealed APPROVAL TO PROCEED LETTER
- ✓ Property record card
- ✓ Permit application, signed and notarized
- ✓ Lateral Tie-In diagram (provided by KLWTD)
- ✓ Health Department PERMIT
- ✓ Drawing of how you intend to connect. Sketch on plain white paper and include exact measurements.

STEP #2

BUILDING DEPARTMENT

Doc# 1885945
Bk# 2573 Pg# 1105

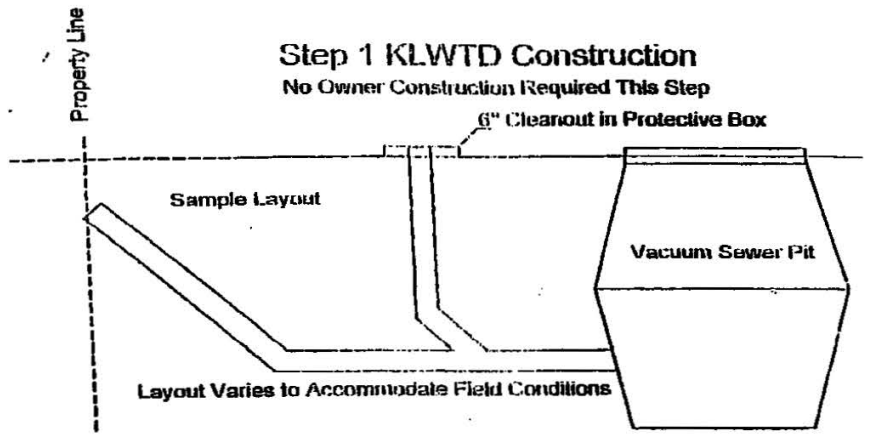
SUBMIT:

- ✓ The original blue sealed APPROVAL TO PROCEED LETTER
- ✓ Property record card
- ✓ Permit application, signed and notarized
- ✓ Lateral Tie-In diagram (provided by KLWTD)
- ✓ Health Department PERMIT
- ✓ Drawing of how you intend to connect. Sketch on plain white paper and include exact measurements.

Doc# 1885945
Bk# 2573 Pg# 1106

Step 1 KLWTD Construction

No Owner Construction Required This Step

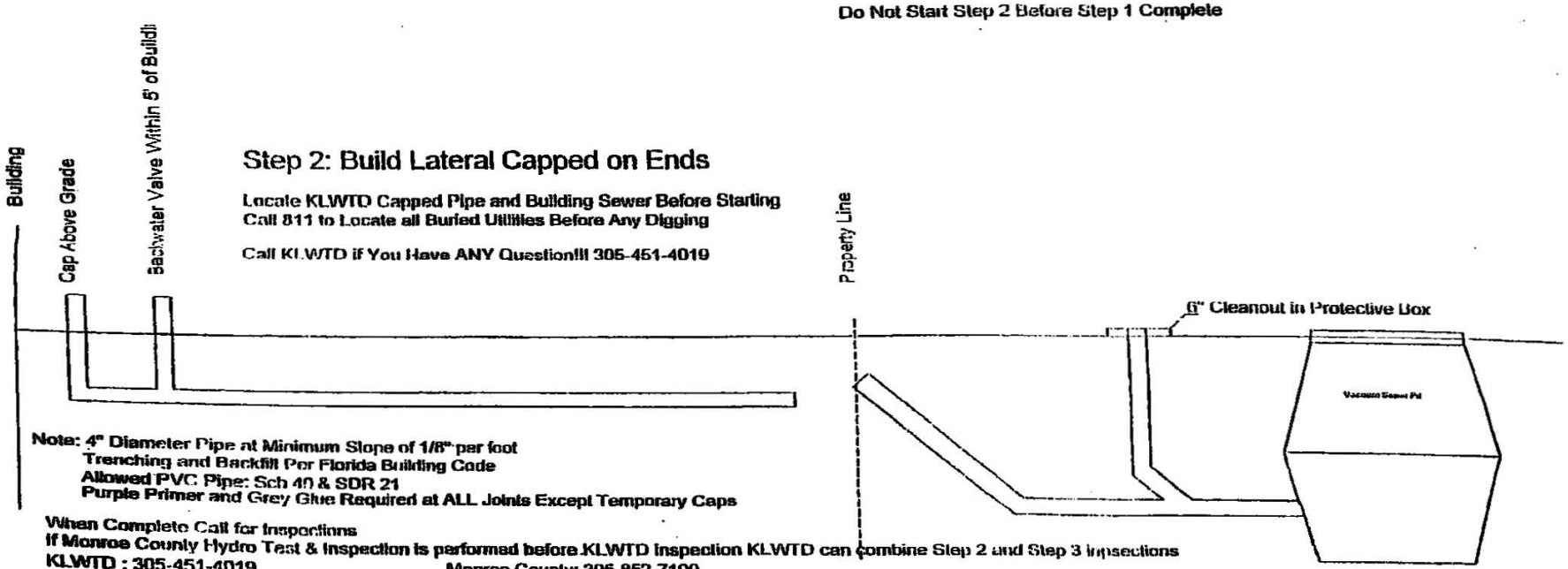


Do Not Start Step 2 Before Step 1 Complete

Step 2: Build Lateral Capped on Ends

Locate KLWTD Capped Pipe and Building Sewer Before Starting
Call 811 to Locate all Buried Utilities Before Any Digging

Call KLWTD if You Have ANY Questionlll 305-451-4019



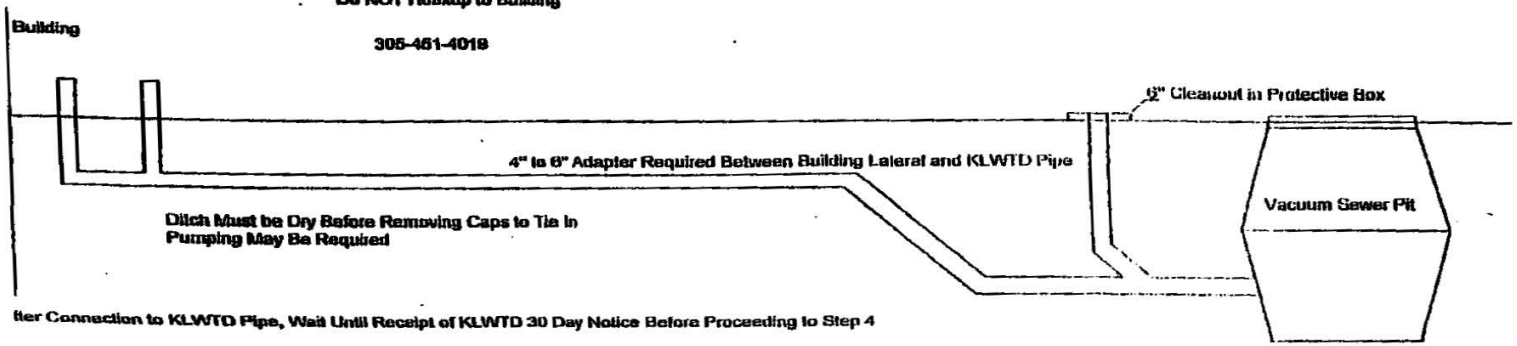
Note: 4" Diameter Pipe at Minimum Slope of 1/8" per foot
Trenching and Backfill Per Florida Building Code
Allowed PVC Pipe: Sch 40 & SDR 21
Purple Primer and Grey Glue Required at ALL Joints Except Temporary Caps

When Complete Call for Inspections
If Monroe County Hydro Test & Inspection is performed before KLWTD Inspection KLWTD can combine Step 2 and Step 3 Inspections
KLWTD : 305-451-4019 Monroe County: 305-852-7100

Step 3 Connect Building Lateral to KLWTD Pipe

/TD Inspector Must Be On Site During Hookup to KLWTD Pipe. If Monroe County Hydro Test is Complete KLWTD May Perform Step 2 Inspection on Same Visit as Step 3 Inspection

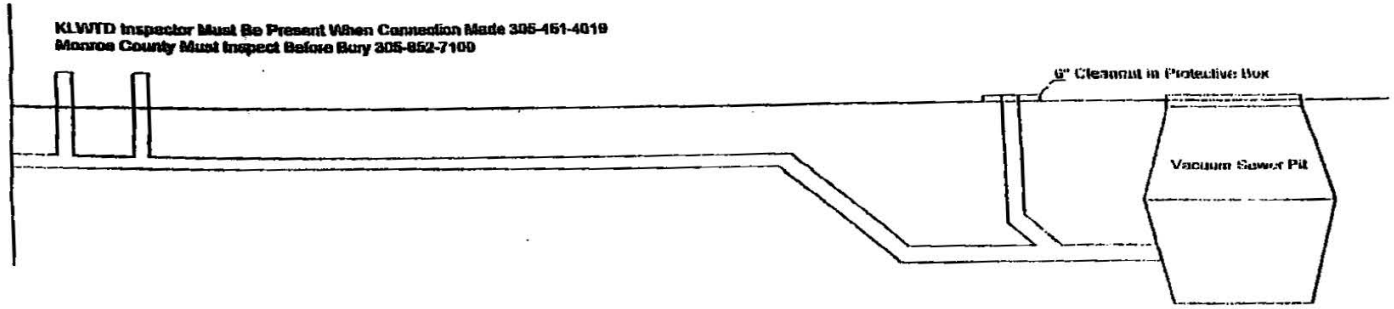
Do NOT Hookup to Building



ter Connection to KLWTD Pipe, Wait Until Receipt of KLWTD 30 Day Notice Before Proceeding to Step 4

Step 4 Building Tie In

KLWTD Inspector Must Be Present When Connection Made 305-451-4019
Monroe County Must Inspect Before Bury 305-852-7100



Doc# 1885945
Bk# 2573 Pg# 1107

NOTE: ALL OWNER BUILDERS MUST APPEAR IN PERSON TO NOTARIZE! Rec'd by _____

Permit # _____ Owner Name _____

Mailing Address: _____

Phone # _____ E-mail _____

Property Description Key _____ Lot _____ Block _____ RE# _____

Subdivision _____ MM _____ Const. Address: _____

Proposed Scope of work _____

_____

Square Feet (area, if applicable) _____ **Estimated Total Cost** _____

Construction debris will be removed by ___ **Applicant or** ___ **Specialty Contractor (Name)** _____

Check applicable box for Roofing Permit: _____ NEW _____ RE-ROOF _____ RE-COVER FLOOD ZONE _____

Contractor Co. Name: _____ Phone _____

Address: _____

Subcontractors:

Roofing _____ Electrical _____ Pool _____

Mechanical _____ Plumbing _____ Elevator _____

General Remarks: _____

_____

_____

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

"Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. FAILURE TO POST THE 'NOTICE OF COMMENCEMENT' AT THE JOB SITE WILL RESULT IN THE INABILITY OF OUR INSPECTORS TO OFFER AN APPROVED INSPECTION.

Upon completion of the project for which I have made application for a Building Permit, I must pay the pro-rated residential solid waste assessment, or show proof of commercial service with a franchised commercial collector prior to a Certificate of Occupancy being issued.

I hereby certify that I have read and examined this application and know that same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any local, state or federal laws regulating construction or the performance of construction.

Owner (print) _____ Qualifier (print) _____

Signature: _____ Signature: _____

Date: _____ Date: _____

NOTARY as to Owner

Sworn to & subscribed to before me this _____ day of _____, 20____, he/she is personally known to me or has produced _____ as identification and who did (did not) take an oath. (seal)

My Commission Expires _____

NOTARY as to Qualifier

Sworn to & subscribed to before me this _____ day of _____, 20____, he/she is personally known to me or has produced _____ as identification and who did (did not) take an oath. (seal)

My Commission Expires _____

	PERMIT COST	RECEIPT #	DATE
PLANNING REVIEW			
BIO REVIEW			
FIRE MARSHALL			
FLOOD REVIEW			
RAD/REC			
BUILDING			
ROOFING			
ELECTRICAL			
A/C-MECHANICAL			
PLUMBING			
GAS			
APP FEE CREDIT	( )		

PERMIT FEE DUE _____

_____

BUILDING OFFICIAL, ASSISTANT BUILDING OFFICIAL
APPROVED FOR ISSUANCE OF PERMIT

IMPACT _____

RECEIPT # _____

DATE _____

FOR DEPT USE ONLY

___ DEVELOPMENT

___ NON-DEVELOP

F U Dist. _____ Page __

Flood Zone Designation _____

Base Flood Elevation __

Panel No _____

By _____

Date _____

DocN 1885945
BkN 2573 PgN 1108

Doc# 1885945
Bk# 2573 Pg# 1109

Attachment D

FDEP-Permitted Connection of Existing Collection/Transmission System Condition Report and Salinity Testing Procedure

Transmittal Form

AMERICAN ENGINEERS & CONTRACTORS, INC
4400 NorthCorp Parkway
Palm Beach Gardens, FL 33410
Ph. 561 847 7227, Fx 561 537 7079
info@AECbuild.com , AECbuild.com

Date: July 22, 2010
Company: KLWTD
Attention: Jim Brush
From: Scott Lamberson
Project name: Buttonwood Bay Condo

Subject: KLWTD Conditional Reports

Doc# 1885945
Bk# 2573 Pg# 1110

We are sending you:

x **Attached** ☐ **Under separate cover**

Via:

☐ US Mail ☐ Express Mail x FEDEX ☐ UPS
Hand Delivery ☐ FAX ☐ Other _____

	Description	Date	No Copies
	AEC's BWB Conditional Report	7/22/10	1
	AEC's Inspection Log for BWB (3 pages)	7/02/10	1
	Sheet LS-1 for BWB Lift Station Information	04/28/10	1

For your:

x **Records**
x **Use and information**
☐ **Approval**
☐ **Review and comment**
☐ **Use and distribution**

Memo: _____

Signed: _____

AEC
AMERICAN ENGINEERS & CONTRACTORS
DESIGN BUILD

July 21, 2010

DocN 1885945
BkN 2573 PgN 1111

Mr. James R. Brush, PE
KLWTD Project Manager
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, FL 33037

Re: Condition Report for Buttonwood Bay Condominium Association - Collection and Transmission System Testing and Repairs

Dear Mr. Brush:

Attached, please find the above referenced report for your review and reference. This report was prepared in accordance to KLWTD Collection and Transmission System Testing and Reporting Requirements, dated January 2009.

Buttonwood Bay Condominiums were constructed from the mid 70's to mid 80's and is located in Key Largo at MM 96000. The subdivision consists of thirty (30) buildings, two hundred and eighty (280) units, one (1) marina, three (3) pools and four (4) lift stations. The onsite collection and transmission system components underwent rigorous tests which lasted for approximately eight (8) months and was visually inspected, water tested, repaired and retested until passed. These tests were observed by American Engineers & Contractors, Inc (AEC) representatives, Key Largo Wastewater Treatment District (KLWTD) inspectors and were inspected by the Monroe County Building Department. As a part of the referenced tests various collection and transmission system components, such as manholes, gravity lines, force mains, lift station components, lateral lines and headers were tested. Individual unit cleanouts and building back water valves were installed and inspected and passed by Monroe County, as required. It is our understanding that back water valve at each building unit is a part FEMA and Monroe County Building Department requirements. The three (3) on site lift stations were also tested and pumps, piping, valves and control panels were upgraded to meet FDEP's Ten State Standards. An onsite KLWTD inspector was present for all final testing. Windy Day Plumbing of Key Largo was the prime subcontractor for the collection and transmission line testing and repairs. Hand Utilities were responsible for pumps and control panel installation.

The Buttonwood Bay collection and transmission system is approximately thirty (30) years old. The collection and transmission system was found to be in a generally good working condition, however,

4400 North Corp Parkway, Palm Beach Gardens, FL 33410
P 561 847 7228 | F 561 847 7230 | eF 561 537 7079 | info@AECbuild.com | AECbuild.com

based on test results, necessary repairs were made utilizing approved industry standard means and methods.

Below, please find a detailed evaluation of collection and transmission system components testing and repairs.

- ***Manholes***: Majority of sanitary manholes are brick manholes with cast iron cover. Relatively shallower manholes were constructed of fiberglass and/or precast concrete. Attachment 'A' contains testing and the repairs performed for the seventeen (17) onsite sanitary manholes. The repairs were performed by acid washing the interior walls and applying Prime Flex polyurethane grout and ProSpec Premium Patch 200 fiberglass reinforced polymer modified high strength cement) to the interior surface and pipe penetrations. This method was observed to have worked extremely well. All manholes were tested, repaired and retested and passed KLWTD requirements as indicated on the attached manhole Inspection log.

- ***Main Lines***: PVC gravity mains were found to be in good working condition for the most part. The northern section of the property required no repair work for the gravity mains. All main lines were found to be in a good working condition. The southern half of the property had VCP mains at three (3) different locations in working condition although most of the grouted joints were deteriorated and failed the test. The pipes were repaired by slip lining utilizing 6" PVC sleeve. Pursuant to referenced repairs, the lines were water tested and inspected by KLWTD and Monroe County Building and Plumbing inspectors.

- ***Laterals Lines***: All building laterals and tie-ins were camera inspected and repaired, as needed. Laterals mainly constructed of PVC piping were tied into each individual unit Building Header System (4" PVC Piping) and tied into a main line or directly into an adjacent Manhole. Please refer to the attached inspection log (Attachment B) for test and repair summary. Most problems observed were associated with the wye connections and failed mainly due to poor original workmanship during initial installation.

- ***Header Lines***: All building header lines were camera inspected and tested. Individual unit clean outs at all units were installed or raised to grade levels and installation approved by Monroe County. All header lines were repaired consistent Monroe County permits and inspections. In some cases due to root invasion or poor initial installation practices many header systems were totally replaced. Back water valves at each building unit were also installed per Monroe County requirements.

- ***Back Water Valves***: Per Monroe County and FEMA requirement, each header from the building units had a 6" back water valve installed to prevent any sewer back-ups into the living units. A total of thirty eight (38) such valves were installed.
- ***Force mains***: All of the 4" PVC mains were tested as per approved KLWTD testing requirements. The longest run was approximately 180 feet. All mains were tested, repaired, retested as required and approved by KLWTD inspectors.

- ***Lift Station maintenance upgrades***: The three (3) onsite lift station were also tested and inspected by KLWTD inspectors. Lift Station components were upgraded to meet FDEP's Ten State Standards as part of the maintenance program. All installations were done per Monroe county permits and inspected by county staff. A new Master Lift Station will be installed for tie-in to the KLWTD future forcemain in the second quarter of 2010 (projected). This will correct the existing surge problem at existing Lift Station # 1 which will be abandoned in-place during plant decommissioning. The performed work was inspected by KLWTD and pertinent Monroe County Departments (Building/Plumbing/Electrical).

- ***Miscellaneous:*** Root intrusions from protected tree species were encountered at several locations. In such cases, repairs were coordinated with Monroe County Biologists.

In our professional opinion and to best of our knowledge, the referenced onsite collection and transmission system is in excellent working condition and no further repairs are required at this time.

We appreciate your assistance in the matter.

Please feel free to call us in case of any questions or clarifications.

Regards,

Shiv Shahi 07/21/10

Shiv Shahi, PE
FL PE #56899
Principal Engineer

4400 North Corp Parkway, Palm Beach Gardens, FL 33410
P 561 847 7228 | F 561 847 7230 | eF 561 537 7079 | info@AECbuild.com | AECbuild.com

DocH 1885945
Bk# 2573 Pg# 1114

Buttonwood Bay Condominiums **AEC, Inc.** **7/2/2010**

SUMMARY: Header and Lateral Pipe Testing

Number	Laterals & Headers	STATUS	KLWTD Inspection	Monroe Cty Inspection	Test & Insp methods	Action Taken
1	Bldg X to MH # 19	Complete	Passed	Passed	Water and camera	6" lateral is header W/4" lines to X Bldg 6" BWV installed
2	Bldg W to MH # 18	Complete	Passed	Passed	Water test	Installed 6" backwater valve on 4x6 that is header for W Bldg
3	Pool bldg	Complete	Passed	N/A	Water test	Main between MH #15 & 16 includes pool BWV installed
4	Hdr Bldg U	Complete	Passed	Passed	Water test	Installed c/o as needed and 1-4" bwv
5	Hdr Bldg T	Complete	Passed	Passed	Water test	Split 4" Lateral, c/o as needed and 2-4" bwv
6	Hdr Bldg P	Complete	Passed	Passed	Water test	Split 4" Lateral, c/o as needed and 2-4" bwv
7	Mh #11 to Bldg P	Complete	Passed	Passed with header above	Water test	8" lateral passed with header above
8	Hdr Bldg AA	Complete	Passed	Passed	Water test	Split 4" header to 8" Lateral BWV installed
9	Mh # 12 to Bldg AA	Complete	Passed	Passed with header above	Water test	8" from MH # 12 to split lateral at AA
10	Hdr Bldg DD	Complete	Passed	Passed	Water test	Split 4" hdr includes pool bldg
11	Mh # 13 to Bldg DD	Complete	Passed	Passed with header above	Water test	8" from MH #13 to split Hdr at DD includes Pool Bldg
12	Hdr Bldg FF	Complete	Passed	Passed	Water test	4" header to 8" lateral
13	Mh # 14 to Bldg FF	Complete	Passed	Passed with header above	Water test	8" from Mh 14 to 4" Hdr at FF
14	Hdr Bldg EE	Complete	Passed	Passed	Water and camera	Installed C/O and backwater valves
15	Mh # 14 to Bldg EE	Complete	Passed	Passed	Water and camera	Installed C/O and backwater valves
16	Hdr Bldg CC	Complete	Passed	Passed	Water and camera	Installed C/O and backwater valves
17	Mh # 13 to Bldg CC	Complete	Passed	Passed	Water and camera	Installed C/O and backwater valves
18	Hdr Bldg BB	Complete	Passed	Passed	Water and camera	Installed C/O and backwater valves
19	Mh # 12 to Bldg BB	Complete	Passed	Passed	Water and camera	Installed C/O and backwater valves
20	Hdr Bldg O	Complete	Passed	Passed	Water and camera	Installed C/O and backwater valves
21	Mh # 11 to Bldg O	Complete	Passed	Passed	Water and camera	4" lateral to 4" header at Bldg O
22	Hdr Bldg N	Complete	Passed	Passed	Water test	Installed C/O and backwater valves
23	Lat Bldg N to Main	Complete	Passed	Passed	Water test	6" from main to 4" header at bldg N
24	Hdr Bldg M	Complete	Passed	Passed	Water test	Installed C/O and backwater valves
25	Mh # 10 to Bldg M	Complete	Passed	Passed	Water test	4" from Mh 10 to 4" Hdr Bldg M
26	Hdr Bldg L	Complete	Passed	Passed	Water and camera	Installed C/O and backwater valves
27	Mh # 10 to Bldg L	Complete	Passed	Passed	Water test	4" from Mh 10 to 4" Hdr at Bldg L
28	Hdr Bldg S	Complete	Passed	Passed	Water and camera	Installed C/O and backwater valves
29	Mh # 8 to Bldg S	Complete	Passed	Passed	Water and camera	4" direct to manhole
30	Hdr Bldg R to Main	Complete	Passed	Passed	Water and camera	4" header to main BWV installed
31	Pool / Office	Complete	Passed	Pending	Water and camera	Still needs Backwater valve
32	Hdr Bldg A and lat	Complete	Passed	Passed	Water test	Installed C/O and backwater valves
33	Main Mh 5 to Mh 4	Complete	Passed	N/A	Water test	Sleeved
34	Hdr Bldg B	Complete	Passed	Passed	Water test	Cleanouts and backwaters installed and tie into new main
35	Hdr Bldg C	Complete	Passed	Passed	Water test	Cleanouts and backwaters installed and tie into new main
36	Mh 4 to Mh 3	Complete	Passed	N/A	Water test	Sleeved
37	Hdr Bldg D	Complete	Passed	Passed	Water test	Cleanouts and backwaters installed and tie into new main
38	Mh 3 to Bldg K	Ongoing	Passed	Passed	Water test	Sleeved
39	Hdr Bldg E	Complete	Passed	Passed	Water test	Installed C/O and backwater valves
40	Lat Bldg E to Main	Complete	Passed	Passed	Water test	Lateral and main replaced to lift 4
41	Hdr Bldg F	Complete	Passed	Passed	Water test	Installed C/O and backwater valves
42	Lat Bldg F	Complete	Passed	Passed	Water test	Replaced to lift 4 with lateral from bldg G
43	Hdr Bldg G	Complete	Passed	Passed	Water test	Installed C/O and backwater valves
44	Lateral Bldg G to lift 4	Complete	Passed	Passed	Water test	Replaced from lift 4 including lateral from Bldg F
45	Hdr Building H	Complete	Passed	Passed	Water test	Installed C/O and backwater valves
46	Lat Bldg H to lift 4	Complete	Passed	Passed	Water test	Sleeved from backwater valve Bldg H to lift 4
47	Hdr Bldg I	Complete	Passed	Passed	Water test	Installed C/O and backwater valves
48	Lat Bldg I to lift 4	Complete	Passed	Passed	Water test	Test from backwater valve to lift passed
49	MH # 6 to MH # 5	Complete	Passed	N/A	Water test	Sleeved
50	Hdr Bldg J	Complete	Passed	Passed	Water test	Installed C/O and backwater valves
51	lateral Bldg J to Main	Complete	Passed	N/A	Water test	Sleeved from BWV at Bldg J to main
52	Hdr Bldg K	Complete	Passed	Passed	Water test	Lateral replaced with individual backwater valves

Transmittal Form

AMERICAN ENGINEERS & CONTRACTORS, INC
4400 NorthCorp Parkway
Palm Beach Gardens, FL 33410
Ph. 561 847 7227, Fx 561 537 7079
info@AECbuild.com , AECbuild.com

Date: August 23, 2010
Company: KLWTD
Attention: Jim Brush
From: Scott Lamberson
Project name: Buttonwood Bay

Subject: Salinity Letter

Doc# 1885945
Bk# 2573 Pg# 1115

We are sending you:

x **Attached** ☐ **Under separate cover**

Via:

☐ US Mail ☐ Express Mail x FEDEX ☐ UPS
Hand Delivery ☐ FAX ☐ Other _____

	Description	Date	No Copies
	AEC Salinity Letter Signed & Sealed	8/23/10	1

For your:

x **Records**
x **Use and information**
☐ **Approval**
☐ **Review and comment**
☐ **Use and distribution**

Memo: _____

Signed: _____

AEC
AMERICAN ENGINEERS & CONTRACTORS
DESIGN BUILD

August 23, 2010

Doc# 1885945
Bk# 2573 Pg# 1116

Mr. James R. Brush, PE
KLWTD Project Manager
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, FL 33037

Re: Salinity Test for Buttonwood Bay Condo's

Dear Mr. Brush,

This letter was prepared in accordance to KLWTD Collection and Transmission System Testing & Reporting Requirements for salinity dated January 2009.

AEC and KLWTD representatives performed a salinity test at the above referenced location on 07/28/10. The device used was YSI Eco-Sense EC300 hand held instrument, specifically designed for the salinity measurement, similar to presently utilized by your department.

The referenced reading was registered at 0.03 which is within the acceptable range of salinity per KLWTD requirements.

Please feel free to call us with any questions.

Sincerely,

Shiv Shahi, PE
FL PE# 56899

SL/sl

CC: file

4400 North Corp Parkway, Palm Beach Gardens, FL 33410
P 561 847 7228 | F 561 847 7230 | eF 561 537 7079 | info@AECbuild.com | AECbuild.com

Transmittal Form

AMERICAN ENGINEERS & CONTRACTORS, INC
4400 NorthCorp Parkway
Palm Beach Gardens, FL 33410
Ph. 561 847 7227, Fx 561 537 7079
info@AECbuild.com , AECbuild.com

Date: July 21, 2010
Company: KLWTD
Attention: Jim Brush
From: Scott Lamberson
Project name: Key West Inn

Doc# 1885945
Bk# 2573 Pg# 1117

Subject: KLWTD Conditional Reports

We are sending you:

x **Attached** ☐ **Under separate cover**

Via:

☐ US Mail ☐ Express Mail x FEDEX ☐ UPS
Hand Delivery ☐ FAX ☐ Other _____

	Description	Date	No Copies
	AEC's KWI Conditional Report	7/21/10	1
	AEC's Inspection Log for KWI	7/20/10	1
	Sheet LS-1 for KWI Lift Station Information	5/24/10	1

For your:

x **Records**
x **Use and information**
☐ **Approval**
☐ **Review and comment**
☐ **Use and distribution**

Memo: _____

Signed: _____

AEC
AMERICAN ENGINEERS & CONTRACTORS
DESIGN BUILD

DocH 1885945
BkH 2573 PgH 1118

July 21, 2010

Mr. James R. Brush, PE
KLWTD Project Manager
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, FL 33037

Re: Condition Report for Key West Inn – Collection & Transmission System Testing & Repairs

Dear Jim:

Please consider this report in response to your letter dated October 28, 2009, regarding submittal of the above referenced report. This report was prepared in accordance to KLWTD Collection and Transmission System Testing and Reporting Requirements, dated January 2009.

Key West Inn (formally The Best Western Inn) was constructed in the mid 80's and is located in Key Largo off MM 100 (201 Ocean Drive). It consists of forty (40) two-story units, one (1) pool, laundry and one (1) lift station with 6-inch PVC gravity collection system. The existing system drains from the individual units into a common underground collection system located towards the center of the building. The system is completely accessible due to elevated first floor.

The system was visually inspected, water tested, repaired and re-tested until passed. These tests were observed by AEC representatives, Key Largo Wastewater Treatment District inspectors, Monroe county inspectors and Windy Day Plumbing personnel. System components tested included 6" main lines and 4" lateral lines up to the clean outs located +/- 1 ft above grade coming from each unit.

An onsite KLWTD inspector was present for all final testing inspections. Windy Day Plumbing was the subcontractor for the collection line testing and repairs. The referenced testing was performed on July 24, 2009 (please see attached inspection log).

The collection system is approximately thirty (30) year old and has undergone minor repairs and maintenance over the years. The underground system was found to be in a good condition, however, few locations needed repair due to root intrusion and/or gasket failures. Necessary repairs were carried out in the field utilizing standard means and methods (please see attached inspection log). The existing wet well was in good condition and will be utilized after cleaning and other testing approvals. A new 2" PVC transmission line was also installed.

4400 North Corp Parkway, Palm Beach Gardens, FL 33410
P 561 847 7228 | F 561 847 7230 | eF 561 537 7079 | info@AECbuild.com | AECbuild.com

AEC
AMERICAN ENGINEERS & CONTRACTORS
DESIGN BUILD

Below, please find a summary of our overall evaluation of collection and transmission system components.

DocH 1885945
BkH 2573 PgH 1119

- **Manholes**: None on the property.
- **Main lines**: The 6-inch PVC gravity main (approximately 625 lf) was found to be in good condition. The referenced test was performed in two parts (1) west side from the laundry to the lift station (approx. 360 lf), and (2) the east side from the end unit back to the laundry area. (approx. 275 lf). Please see attached inspection log for additional information.
- **Lateral lines**: All 4" PVC laterals and tie-ins were subjected to camera investigation and repaired as needed. Clean outs were also provided as required.
- **Forcemain**: A new 2" force main was installed from the existing onsite lift station to KLWTD forcemain street connection (+/- 80 feet) at the southeast corner of the property along Ocean Drive.
- **Lift Station**: The lift station and associated control panels are upgraded to meet FDEP and 10-State Standards and as per approved FDEP/Monroe County permit drawings.

Please be advised that all pertinent inspections per county permits have been finalized.

In our professional opinion and to best of our knowledge, the subject onsite collection and transmission system is in excellent condition and no further repairs are required at this time.

We appreciate your assistance in the matter.

Please feel free to call us in case of any questions or clarifications.

Sincerely,

Shiv Shahi 07/21/10

Shiv Shahi, PE
Principal Engineer
FL PE # 56899

SS/sl

CC: file

4400 North Corp Parkway, Palm Beach Gardens, FL 33410
P 561 847 7228 | F 561 847 7230 | eF 561 537 7079 | info@AECbuild.com | AECbuild.com

Doc# 1885945
Bk# 2573 Pg# 1120

Key West Inn | **Inspection Log** | **7/20/2010**

AEC, Inc

Number	Description	Monroe County Inspection	KLWTD Inspection	Investigation	Backwater	Remarks
1	6" main & laterals	N/A	7/24/2009	Cam & Water	None	East half including laundry passed after repairs to 4 laterals
2	6" main & laterals	N/A	7/24/2009	Cam & Water	None	West half passed after repairs to laterals & replaced gasket on main
3	Lift station wet well	N/A	7/2/2010	Water	N/A	Wet well passed hydro test
4	Transmission main	6/28/2010	6/28/2010	Water	N/A	2" forcemain passed @ 140psi
5	Valves in box	6/28/2010	6/28/2010	Water	2	Valves and check valves passed @ 140 psi
6	KLWTD tie-in	Pending	Pending	N/A	N/A	Not tied-in as of this date
7	Lift equipment					Installed & Tested by AEC / Hydro Pumps on 7/16/10 Passed
8	Final electric	7/20/10	N/A	N/A	N/A	Passed
9	Plumbing Inspection	7/20/2010	N/A	N/A	N/A	Passed
10	Final plumbing					Inspection to be performed at final tie-in

Buttonwood Bay Condominiums **AEC, Inc.** **7/2/2010**

SUMMARY: Gravity Main Pipe Testing

Number	Gravity Main	Investigation Result	KLWTD Inspections	Investigation Type	Comments
1	MH #19 to MH #18	Passed 12/10/08	Passed	Water test	8" PVC Main
2	MH #18 to MH #17	Passed 12/10/08	Passed	Water test	8" PVC Main
3	MH #17 to MH #16	Passed 12/10/08	Passed	Water test	8" PVC Main
4	MH #16 to MH #15	Passed 12/10/08	Passed	Water test	8" PVC Main & lateral to pool
5	MH #15 to MH #9	Passed 2/20/09	Passed	Camera	8" PVC Lateral incl. 4"PVC lateral to B-U
6	MH #14 to MH #13	Passed 12/11/08	Passed	Water test	8" PVC Main
7	MH #13 to MH #12	Passed 12/11/08	Passed	Water test	8" PVC Main
8	MH #12 to MH #11	Passed 12/11/08	Passed	Water test	8" PVC Main
9	MH #11 to Lift # 3	Passed 12/11/08	Passed	Water test	Bld'g Lateral N tested & passed w/ # 2
10	Lift # 3 to Lift # 2	Passed	Passed	Air & water	8" PVC Lateral
11	MH # 10 to Lift 3	Passed 12/11/08	Passed	Water test	8" PVC Main
12	MH # 9 to Lift 2	Passed	Passed	Water test	8" PVC Main
13	Lift 2 to MH # 8	Passed (Pic)	Passed	Water test	4" PVC force main
14	MH # 8 to MH # 7	Passed 2/20/09	Passed	.01 loss in 10 min	8" PVC w/ 4" Lateral to B-R
15	Lift # 1 to MH # 7	Passed 12/11/08	Passed	Water test	8" PVC line incl. pool / office bld'g
16	MH # 6 to Lift 1	Passed	Passed	Air & water	8" clay Main / no Laterals
17	MH # 5 to MH # 6	Passed	Passed	Water test	8" clay Main / no Laterals
18	MH # 5 to MH # 4	Passed	Passed	Water test	8" clay incl. Laterals to B-B & C
19	MH # 4 to MH # 3	Passed	Passed	Water test	8" clay incl. Laterals to B-D
20	MH # 3 to Lift 4	Passed	Passed	Water test	
21	MH # 3 to L.S. # 1	Passed	Passed	Water test	6" clay at MH then PVC (untested) Clay has Roots

Doc# 1885945
Bk# 2573 Pg# 1121

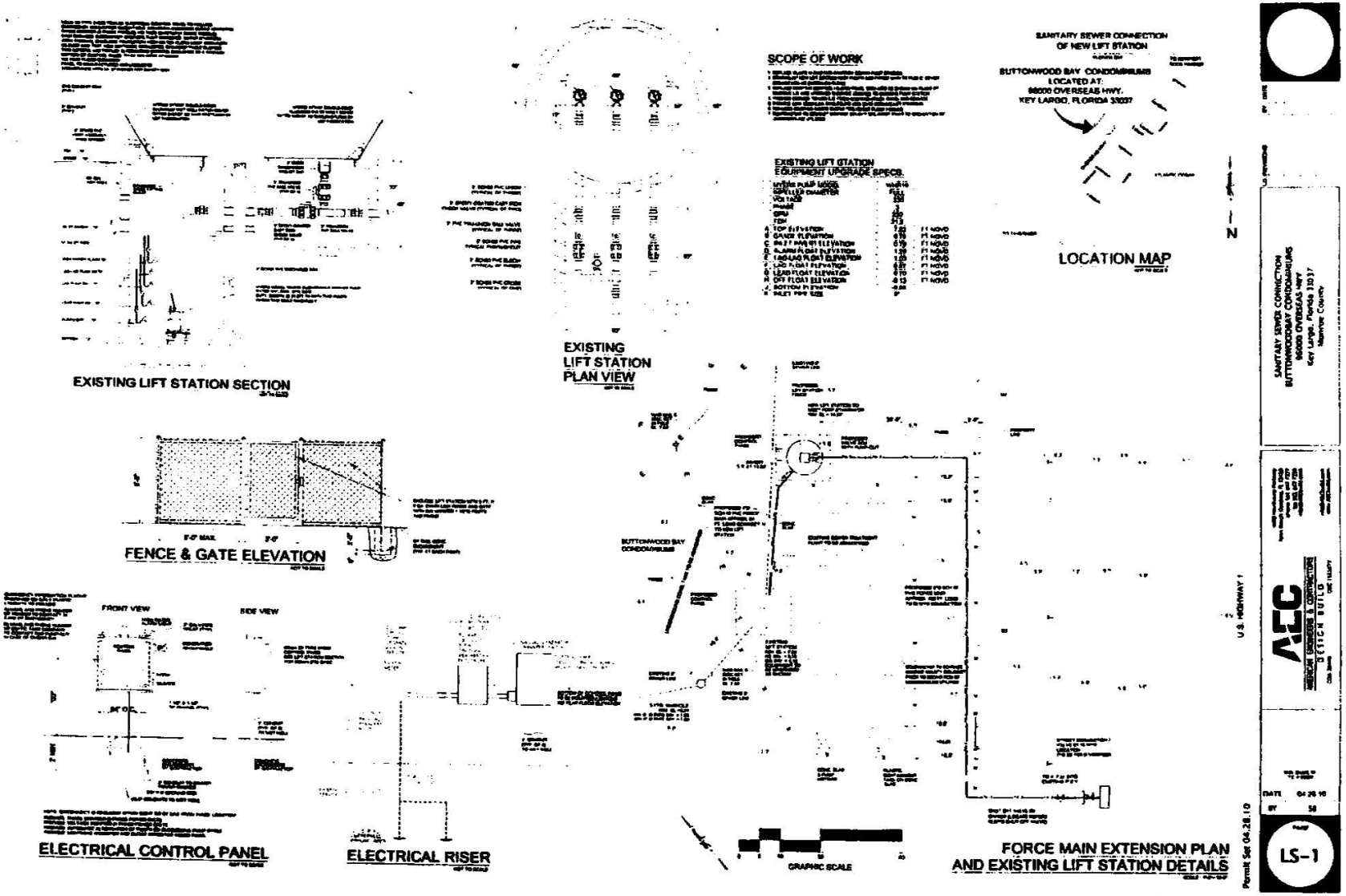
Doc# 1885945
Bk# 2573 Pg# 1122

Buttonwood Bay Condominiums **AEC, Inc.** **7/2/2010**

SUMMARY: Manholes & Lift Stations Testing

Number	Manhole #	Comments / Location	KLWTD Inspections	Investigation Result	Action Taken
1	19	Failed	Passed	Passed 3/02/09	repair with Pro Spec Premium Patch 200
2	18	Passed 12/10/08	Passed	Passed 12/10/08	No Action Required
3	17	Brick Repair	Passed	Passed 2/20/09	repair with Pro Spec Premium Patch 200
4	16	Brick Repair	Passed	Passed 2/20/09	repair with Pro Spec Premium Patch 200
5	15	Roots through Pipe Hole	Passed	Passed 2/20/09	repair with Prime Flex Grout / PP 200
6	14	Passed 12/11/08	Passed	Passed 12/11/08	No Action Required
7	13	Passed 12/11/08	Passed	Passed 12/11/08	No Action Required
8	12	Passed 12/11/08	Passed	Passed 12/11/08	No Action Required
9	11	Passed 12/11/08	Passed	Passed 12/11/08	No Action Required
10	10	Failed	Passed	Passed 3/02/09	repair with Pro Spec Premium Patch 200
11	9	Brick Repair	Passed	Passed 2/20/09	repair with Pro Spec Premium Patch 200
12	8	Brick Repair	Passed	Passed 2/20/09	repair with Pro Spec Premium Patch 200
13	7	Passed	Passed	Passed 2/20/09	No Action Required
14	6	Brick Repair	Passed	Passed 2/20/09	repair with Pro Spec Premium Patch 200
15	5	Brick Repair	Passed	Passed 2/20/09	repair with Pro Spec Premium Patch 200
16	4	Brick Repair	Passed	Passed 2/20/09	repair with Pro Spec Premium Patch 200
17	3	Brick Repair	Passed	Passed 2/20/09	repair with Pro Spec Premium Patch 200
18	Lift Station				
19	2	Passed 12/02/08	Passed	Water Test	No Action Required
20	3	Passed 12/02/08	Passed	Water Test	No Action Required
21	4	Passed 12/11/08	Passed	Tested w/ Laterals Bld'g I & H	No Action Required

Doc# 1885945
Bk# 2573 Pg# 1123



Salinity Testing

A. Conduct field testing for salinity and submit documentation in accordance with the Florida Department of Environmental Protection (FDEP) FT 1300-Field Measurement of Salinity March 31, 2008.

B. Sample Location: Pump station wet well.

C. Acceptable salinity concentration: Less than 1 part per thousand.

District Procedures

A. The District utilizes a field instrument YSI Eco-Sense EC 300 hand held instrument specifically designed for salinity measurement. Calibration is performed in accordance with Florida Department of Environmental Protection (FDEP) FT 1300- Field Measurement of Salinity March 31, 2008.

DocH 1885945
BkH 2573 PgH 1125

Attachment E

Pump Station Maintenance Agreement and Inspection Report

WINDY DAY PLUMBING COMPANY
PHYSICAL: 82891 OVERSEAS HIGHWAY ISLAMORADA FL.33036
MAILING: PO BOX 569 ISLAMORADA FL. 33036
305-664-9701
FAX 664-2455
www.windydayplumbing.com

Lift station service and maintenance agreement

Key West Inn, Key Largo

This agreement will provide inspections of your lift station at intervals specified below
After each inspection you will be notified of any corrective actions deemed necessary at the time
Quotes will be provided and accepted by the owner prior to commencement of procedures

This agreement provides inspections only all other recommended and or required services will be offered as outlined below
Inspection will be provided once a month and recommendations for services required will be made at that time

All service related labor during regular business hours (8 AM till 3:30 PM will be based on 75.00 per hour for labor on the job + 15 minutes travel

All service related labor provided after hours holidays or weekends will be based on 135.00 per hour for labor on the job + 15 minutes travel

1- Periodic services which can be performed on request or as needed

Doc# 1885945
Bk# 2573 Pg# 1126

Cleaning

Pump out of undesired debris from wet well will be needed from time to time
Depending on the amount of foreign materials, grease, oils, cleaning cloths, wet wipes, baby wipes, feminine product applicators, other plastic items that float, which are introduced into the system your pump out requirements will vary
During regularly scheduled inspections if this type of debris is building up we will recommend a pump out
Pump out prices will vary and you will be given the estimated price before the procedure is performed
Once the pump out is complete we will bill for invoice + 15%

Cleaning of pumps and floats can be provided as deemed necessary by your regularly scheduled inspections or when the system is pumped out due to buildup of undesirable matter we will clean the floats and the pumps with a pressure washer. This will allow the floats to operate as designed and keeping your pumps clean will let them run cooler, this cleaning is done without pulling the pumps

2 - Recommended services

Grinder pumps need to be pulled and inspected once a year ($850.00) recommendations will be made as to condition of cutters at this time
Standard pumps need to be pulled checked + cleaned every two years (N/A)

Cost of your annual inspection agreement is $1020.00 per year for the first lift station and $540.00 per year for each additional lift station you wish for us to inspect

Total for two year inspection agreement $2040.00 two thousand forty dollars

Acceptance of agreement _____ Date _____

Authorized Signature_____
Windy Day Plumbing

Doc# 1885945
Bk# 2573 Pg# 1127

Attachment F

Abandonment of Package Plants

KEY LARGO WASTEWATER TREATMENT DISTRICT
[illegible] OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-9907

Doc# 1885945
Bk# 2573 Pg# 1128

KLWTD PACKAGE PLANT DE-COMMISSIONING PROTOCOL REQUIREMENTS

1. Contact Lead Operator Jered Primicerio at 305-942-3858 to schedule a date and time to begin Plant Decommissioning.

2. Only clear effluent liquids after solids (sludge) have settled to the bottom of tanks will be accepted. No sludge or solids will be accepted.

3. The clear liquid discharged to KLWTD collection system must meet a salinity standard of less than 1 part per thousand and pH must be neutral.

4. Turn off blowers 12 hours before beginning the transfer of clear effluent to the KLWTD collection system.

5. After the maximum amount of sludge has settled and the maximum depth of clear liquid supernatant has been achieved contact the Lead Operator.

6. The KLWTD Plant Decommissioning Team will arrive at the site and;
   a. Take measurements of the clear liquid level using a sludge judge and spray paint on the tank marks that indicate the acceptable zone of clear liquid that will be allowed to be transferred.
   b. Take a salinity measurement
   c. Take pH measurement

7. There will be a KLWTD representative on-site to monitor the transfer operation to verify that only clear liquids are being transferred to the KLWTD collection system.

8. The transfer operation will be in 8 hour increments. Taking two days or more 8 hour increments if required.

9. The Owner (or Designated Contractor) of the plant shall be responsible for providing the transfer pumps that pump the acceptable clear liquid zone from the package plant tanks.

10. The Owner (or Designated Contractor) of the plant shall be responsible for disposal of the settled plant solids sludge at a disposal facility licensed to accept sludge solids.

11. The KLWTD Monitoring Representative may stop the transfer operation if solids begin to appear in the clear liquid being transferred.

WINDY DAY PLUMBING COMPANY
PHYSICAL: 82891 OVERSEAS HIGHWAY ISLAMORADA FL.33036
MAILING: PO BOX 569 ISLAMORADA FL. 33036
305-664-9701
FAX 664-2455
www.windydayplumbing.com

LIFT STATION INSPECTION REPORT

Date: 8/26/2011
TO: Key West Inn
CC: KLWTD
Date of inspection 8/17/2011

Doc# 1885945
Bk# 2573 Pg# 1129

As per our agreement we have inspected the lift station at The Key West Inn in Key Largo FL
At the time of inspection the following conditions were noted
Floats – clean and operating properly
Float operating levels do not need adjustment
Alarms – both audible and visual alarms are working
Control panel – seals are ok, no odor in panel, no visible corrosion of electrical connections
Debris – no significant debris is building up inside tank and no grease seems to be encrusting floats and wires
Grease – no grease buildup was noted
Safety – panels and gate were closed however no locks were present on panel or gate
Grease trap - None
Valves and valve box – no leaks inside valve box
Pumps – appear to be running fine, not hot or making noise, do nor recommend cleaning at this time
Miscellaneous

RECCOMENDATIONS
Please let us know if you wish for us to supply locks and extra keys for your safety
No other recommendations at this time

Thank you and please call if you have concerns or questions
Office – 305-664-9701
Fax – 305-664-2455
Website www.windydayplumbing.com
E-Mail (rickpvc@bellsouth.net)

Thank You
Rick Prather
Windy Day Plumbing

Doc# 1885945
Bk# 2573 Pg# 1130

Attachment G

Grease Interceptor Program

KEY LARGO WASTEWATER TREATMENT DISTRICT
98680 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

May 2, 2011

Doc# 1885945
Bk# 2573 Pg# 1131

Dear Customer:

RE: Grease Trap Maintenance and Pump-out Records

The District operates the Key Largo wastewater collection and wastewater treatment facilities. Excess grease, fats, and oils (FOGs) from food establishments entering the system can clog pipes, pumps and interfere with the operation of the biological treatment process at the treatment plant.

The District's General Rules and Regulations Section 3.08 Customer's Duty to Maintain Installation states that "...(3) *The Customer's apparatus and equipment must be maintained in sound operating condition in accordance with standard practice, the Rules,.. and all other governmental regulations applicable thereto*...(4)...*a fine not to exceed $1000.00*"

State of Florida FAC Rule 64E-6.010 Septage and Food Establishment Sludge requires " (e) *All septage and food establishment sludge haulers regulated by Chapter 64E-6 are to maintain a collection and hauling log*...Furthermore, "*Adding enzymes, acids, caustics, solvents, emulsifying products, bacteria, chemicals when cleaning or maintaining a grease trap is prohibited*" The sizing of grease interceptors is regulated by 64E-6.013 (7)(8).

Accordingly, the District requests copies of the food establishment's maintenance and septage hauler's collection and hauling logs on a frequency required to keep grease traps maintained in accordance with standard practice.

If you have any further questions, please feel free to contact Tom Gould at (305) 522-5517. We thank you for your cooperation,

Sincerely,

James R Brush, PE
KLWTD Project Manager

Attachment: Standard Practice – *Grease Trap and Interceptor Maintenance*

Grease Trap and Interceptor Maintenance

Grease Trap Maintenance
Grease Interceptor Maintenance

Grease trap maintenance is usually performed by maintenance staff, or other employees of the establishment. Grease interceptor (GI) maintenance, which is usually performed by permitted haulers or recyclers consists of removing the entire volume (liquids and solids) from the GI and properly disposing of the material in accordance with all Federal, State, and/or local laws. When performed properly and at the appropriate frequency, grease interceptor and trap maintenance can greatly reduce the discharge of fats, oil, and grease (FOG) into the wastewater collection system.

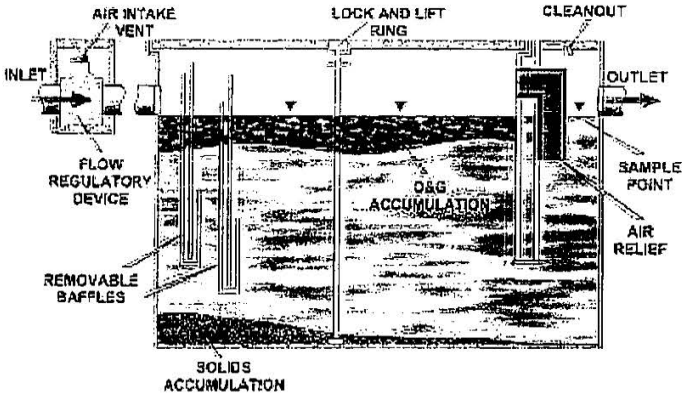
The required maintenance frequency for grease interceptors and traps depends greatly on the amount of FOG a facility generates as well as any best management practices (BMPs) that the establishment implements to reduce the FOG discharged into its sanitary sewer system. In many cases, an establishment that implements BMPs will realize financial benefit through a reduction in their required grease interceptor and trap maintenance frequency..

WARNING! Do not use hot water, acids, caustics, solvents, or emulsifying agents when cleaning grease traps and interceptors.

DocH 1885945
BkH 2573 PgH 1132

Grease Trap Maintenance

A proper maintenance procedure for a grease trap is outlined below:



Step	Action
1.	Bail out any water in the trap or interceptor to facilitate cleaning. The water should be discharged to the sanitary sewer system.
2.	Remove baffles if possible.

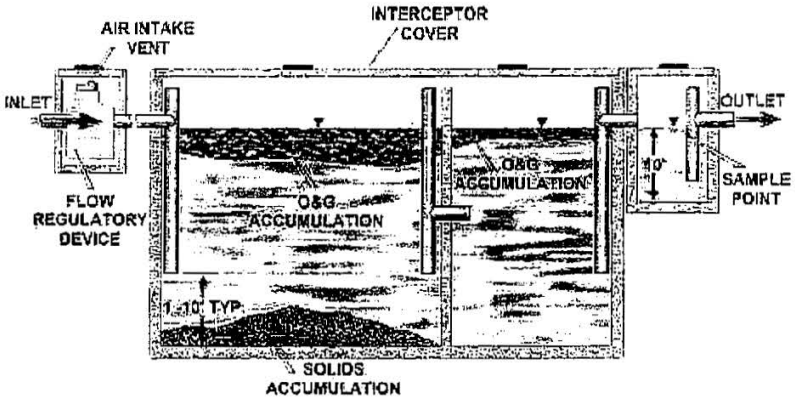
3.	Dip the accumulated grease out of the interceptor and deposit in a watertight container.
4.	Scrape the sides, the lid, and the baffles with a putty knife to remove as much of the grease as possible, and deposit the grease into a watertight container.
5.	Contact a hauler or recycler for grease pick-up.
6.	Replace the baffle and the lid.
7.	Record the volume of grease removed on the *maintenance log*.

Grease Interceptor Maintenance

Grease interceptors, due to their size, will usually be cleaned by grease haulers or recyclers. Licensed septic haulers can also pump out grease interceptors and haul the waste to a disposal facility. The hauler must give the Owner copies of the hauling log and maintenance tasks performed when hauling grease.

A proper maintenance procedure for a grease interceptor is outlined below:

NOTE: Since the establishment is liable for the condition of their pretreatment devices, the establishment owners/representatives should witness all cleaning/maintenance activities to verify that the interceptor is being fully cleaned and properly maintained.



Step	Action
1.	Contact a grease hauler or recycler for cleaning
2.	Ensure that all flow is stopped to the interceptor by shutting the isolation valve in the inlet piping to the interceptor.

Key Largo Wastewater Treatment District- General Rules and Regulations October 5, 2010 Section 3.08 Customer's Duty to Maintain Installation, namely "... (3) The Customer's apparatus and equipment must be maintained in sound operating condition in accordance with standard practice, the rules and regulations of the District, and ***all other governmental regulations applicable thereto..." (4)...a fine not to exceed $1000.00."***

Here are a few governmental regulations applicable to grease traps for your review:
Federal Rule: 40CFR 403.5(b) *"Specific Prohibitions. In addition, the following pollutants shall not be introduced into a POTW: (3) Soild or viscous pollutants in amounts which will cause obstruction to flow in the POTW resulting in Interference."*
"Adding enzymes, acids, caustics, solvents, emulsifying products, bacteria, chemicals when cleaning or maintaining a grease traps is prohibited."

State Rules: 64E-6.010 Septage and Food Establishment Sludge. Requirements for sludge haulers ; 64E-6.013 (7)(8) Sizing of grease interceptors; " (e) *All septage and food establishment sludge haulers regulated by Chapter 64E-6 are to maintain a collection and hauling log...."*

Monroe County Rule: Code of Ordinances Part I General Ordinance, Chapter 21 SOLID WASTE defines "specialty hauler" and provides requirements for haulers.

Licensed Septage Haulers (Pump & Certify) as listed by the Florida Department of Health (List is not all inclusive)
3rd Generation Plumbing
AAA Sun Gold Coker of Homestead
Chapman Septic Service
Mike Haack
Mitchell Septic Tank
Sweetwater Environmental Inc.

DocH 1885945
BkH 2573 PgH 1134

In Conclusion:
Tom Gould is requesting the authority to ask the hauler or food establishment operator for copies of these logs. He would like the Food Establishments grease traps to be maintained and pumped out on a frequency (up to a quarterly basis) as determined on case-by-case and as is warranted.

Thanks

James R Brush, PE
KLWTD Project Manager
305-395-8032

3.	Remove the lid and bail out any water in the trap or interceptor to facilitate cleaning. The water should be discharged to the sanitary sewer system.
4.	Remove baffles if possible.
5.	Dip the accumulated grease out of the interceptor and deposit in a watertight container.
6.	Pump out the settled solids and then the remaining liquids.
7.	Scrape the sides, the lid, and the baffles with a putty knife to remove as much of the grease as possible, and deposit the grease into a watertight container.
8.	Replace the baffle and the lid.
9.	Record the volume of grease removed on the *maintenance log*.

Acknowledgment of Source:

This standard practice was produced by Brown and Caldwell Engineers for the Oregon Association of Clean Water Agencies through its Pollution Prevention Incentives for States Publically Owned Treatment Works and funded by a grant awarded by the federal Environmental Protection Agency.

The Oregon Association of Clean Water Agencies
537 SE Ash Avenue, Suite 12
Portland, OR 97214

Jim Brush

From: Thomas M Dillon [lawtmd@gmail.com]
Sent: Thursday, April 21, 2011 5:56 AM
To: Jim Brush
Cc: Margaret Blank; Tom Gould; Jered Primicierio; Greg Matthews; Chris Wright
Subject: RE: Grease Trap Pump Out records for commercial establishments
Attachments: KLWTD Rules rev final 110405.pdf

Jim,
This will confirm that the District has authority to require the documentation described below. In addition to the authorities you cited, the District Rules have been revised recently to require this information from customers whose facilities have the potential for high-BOD sewage. Please refer to the attached rules, specifically, Section 8.01(5) – (8).

Thomas M Dillon PA
Board Certified in Construction Law
PO Box 370736
Key Largo, Florida 33037
Phone: 305-240-1767
Fax: 305-723-6333

Doc# 1885945
Bk# 2573 Pg# 1136

From: James Brush [mailto:jimb@klwtd.com]
Sent: Tuesday, April 19, 2011 2:01 PM
To: Thomas M Dillon
Cc: Margaret Blank; Tom Gould; jeredp@klwtd.com; Greg Matthews; Chris Wright
Subject: Grease Trap Pump Out records for commercial establishments

Tom,

Tom Gould would like something in writing stating that he has the authority to request a copy of the commercial establishment's grease trap maintenance and pumpout records and/or copies of invoices/receipts from the licensed septage hauler that maintains the grease traps.

Grease entering the collection system can clog pipes, pumps, and interfere with the biological treatment process at the Treatment Plant. (ie Grease in the biological treatment process contributes to the proliferation of M. Parvicella filamentous bacteria which can cause sludge bulking, poor clarification, and plant upset leading to permit discharge violations for the plant and the deep injection well. This filament is very common in grease and oil environments.)

Tom presently receives grease trap pump out records from:

Waffle House
Sundowners Frijoles
Big Chill
Fish House-Encore
Hob's
Tower of Pizza
The Hilton Grand Resort
Rib Daddy's

As additional food establishments are connected, he would like the authority to request copies of grease trap maintenance and pumpout records for these establishments as well.

The following references apply to the authority given to the District as a Publically Owned Treatment Works (POTW) to request copies of the grease trap maintenance and pump out records:

Doc# 1885945
Bk# 2573 Pg# 1137

Attachment H

Chapter 62-604 FAC Prohibitions

62-604.130 Prohibitions.

The following acts and the causing thereof are prohibited.

(1) The release or disposal of excreta, sewage, or other wastewaters or residuals without providing proper treatment approved by the Department; construction or operation of a wastewater collection system not in compliance with this rule; or any act otherwise violating provisions of this rule or of any other rules of the Department.

(2) Violations of the odor prohibition in subsection 62-296.320(2), F.A.C.

(3) Cross-connection, as defined in Rule 62-550.200, F.A.C.

(4) Except to augment the supply of reclaimed water when all conditions of paragraph 62-610.472(3)(c), F.A.C., are met, the deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater and/or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant.

(5) The acceptance, by the operating authority of a collection/transmission system or by the permittee of a treatment plant, of connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than domestic wastewater constituents):

(a) Which may cause fire or explosion hazards; or

(b) Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or

(c) Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or

(d) Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or

(e) Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

(6) The failure to maintain equipment in a condition which will enable the intended function.

(7) The submission, by the owner, manager, or operator of a collection/transmission system, or agent or employee thereof, of misleading, false, or inaccurate information to the Department, either knowingly or through neglect.

Specific Authority 403.061, 403.087 FS. Law Implemented 403.021, 403.061, 403.062, 403.085, 403.086, 403.087, 403.088, 403.121, 403.131, 403.161 FS. History–New 11-27-89, Formerly 17-604.130, Amended 12-26-96, 11-6-03.

G

Doc# 1885945
Bk# 2573 Pg# 1139

Doc# 1885945
Bk# 2573 Pg# 1140

EXHIBIT "G"

TRUE-UP PROVISION

Doc# 1885945
Bk# 2573 Pg# 1141

EXHIBIT G

True-Up Provision

When the Volume Service Charge ("Flow Charge") is modified pursuant to the Rate True-Up Provision of this Agreement, an independent financial consultant will perform a treatment cost analysis based on the most recent audited annual District financial statements (the year corresponding the recent audited annual financial statements is the TEST YEAR) supplemented with other operational data provided by the District. The treatment cost analysis shall include: 1) the treatment cost per thousand gallons during TEST YEAR using the methodology specified below; 2) the amount of overpayment or underpayment by the Customer during the TEST YEAR as specified below; and 3) a revised Volume Service Charge based on the TEST YEAR treatment cost and other recent cost and operational information.

The treatment cost analysis will reflect the average cost per thousand gallons of wastewater treatment and disposal for all wastewater treated by the District at the RTP during the TEST YEAR. Since the Agreement contemplates that the Customer conveys its Wastewater to the Point of Connection in proximity to the RTP, the treatment cost analysis does not include any transmission costs or Customer service costs. The treatment cost analysis shall be based on the following formula and methodology, all based on TEST YEAR data to the extent practical:

Treatment Cost per Thousand Gallons =

ANNUAL TREATMENT EXPENSE / TOTAL RTP FLOW + R&R COST PER THOUSAND GALLONS

Where:

TOTAL RTP FLOW is the amount as defined in the Agreement stated in thousands of

gallons per year;

The following sets forth the methodology to be utilized in calculation of ANNUAL TREATMENT EXPENSE AND THE R&R COST PER THOUSAND GALLONS:

1. ANNUAL TREATMENT EXPENSE are operating expenses for operations and maintenance of the RTP such as labor, electric, chemicals, sludge treatment and disposal, lab, repairs and maintenance, permitting, and other similar costs generally accepted in the operation of a wastewater treatment facility permitted and designed similar to the RTP but excluding insurance which is calculated separate from the Volume Service Charge.
2. ANNUAL TREATMENT EXPENSE shall be based on the most recent audited financial statements of the District.
3. For any ANNUAL TREATMENT EXPENSE, excluding any administrative expense, that is not specifically allocated to wastewater treatment and disposal functions in the audited financial statements and detailed worksheets supporting such audited statements, such expense shall be reasonably allocated to wastewater treatment and disposal functions based on certain factors as available and applicable, such as monthly statements for electric and power service.
4. ANNUAL TREATMENT EXPENSE shall exclude administrative expenses such as District Manager, Finance Director, Personnel Director, legal (other than permitting), general consulting/audit, District Board, or other general expenses. In lieu of allocation of such administrative expenses, 14.00% shall be added to the sum of those wastewater treatment operating costs enumerated above for wastewater treatment and disposal to obtain the total ANNUAL TREATMENT EXPENSE.
5. R&R COST PER THOUSAND GALLONS is a contribution to a renewal and replacement fund that is designated by the District exclusively for the funding of

future RTP renewals and replacements (the RTPRR FUND). The RTPRR FUND CONTRIBUTION is 35 cents ($0.35) per thousand gallons and is intended to fund normal repair and renovations but not future changes to the RTP to comply with new state or federal treatment requirements.

As enumerated above, the Volume Service Charge excludes the Insurance Surcharge since Customer will pay to the District the direct cost of RTP insurance allocated in proportion to Total Capacity Allocation as set forth in Agreement. An illustration of the ANNUAL TREATMENT EXPENSE and treatment cost per thousand gallons methodology is shown on Figure G-1 attached.

The treatment cost analysis shall provide the amount of overpayment or underpayment by the Customer during the TEST YEAR. The total cost of service for the Customer during the TEST YEAR equals the treatment cost per thousand gallons multiplied by the Customer wastewater flow (measured in thousands gallons) through the Customer Service Meter during the TEST YEAR. TEST YEAR Customer payments include the sum of charges paid by the Customer to the District for wastewater treatment and exclude surcharges for high strength, salinity, or similar charges in accordance to the surcharge provisions in the Agreement. Should the treatment cost analysis determine the Customer underpaid during the TEST YEAR, the Customer shall remit payment equal to such underpayment to the District within 90 days of invoice by the District. Should the treatment cost analysis determine the Customer overpaid during the TEST YEAR, the District shall remit payment equal to such overpayment to the Customer within 90 days of completion of the treatment cost analysis.

FIGURE G-1

KEY LARGO WHOLESALE TREATMENT COST ANALYSIS
ILLUSTRATION OF TRUE-UP COST PROVISION
Amounts derived from District operating cost projections for Fiscal Year 2013 developed during the Fiscal Year 2011 Budget

Line No.	Description	Projected FY 2013	Treatment Expense Allocation	Annual Treatment Expense	Note
	Administrative Expenses:				An administrative allowance is calculated at bottom
1	Board Meeting Compensation	$ 40,000	0.00%	$ -	of table in lieu of individual administrative cost items.
2	Salaries & Wages	335,721	0.00%	-	
3	Payroll Taxes	25,683	0.00%	-	
4	Retirement Program	13,222	0.00%	-	
5	Group Health Insurance	21,160	0.00%	-	
6	Group Health Administration	13,750	0.00%	-	
7	Paychex Fees	-	0.00%	-	
8	Unemployment Comp Insurance	58,500	23.08%	13,500	Based on 6 Treatment Positions to 26 Total
9	Copier Expense	1,924	0.00%	-	
10	Postage/Delivery Expense	3,969	0.00%	-	
11	Liability Insurance	7,650	0.00%	-	
12	Property Insurance	34,500	0.00%		
13	Property Insurance	105,000	0.00%		
14	Legal Advertisements	7,000	0.00%		
15	Office Supplies	25,000	0.00%		
16	Travel	10,000	0.00%	-	
17	Rents & Leases	33,344	0.00%	-	
18	Electric	6,941	0.00%	-	
19	Water	318	0.00%	-	
20	Telephone	8,115	0.00%	-	
21	Repairs & Maintenance	2,250	0.00%	-	
22	Dues & Subscriptions	3,000	0.00%	-	
23	Donations	-	0.00%	-	
24	Wastewater Billing Services	155,000	0.00%	-	
25	Interest Expenses	-	0.00%	-	
26	Trash Removal	550	0.00%	-	
27	Internet Connectivity	11,000	0.00%	-	
28	Miscellaneous Expenses	15,000	0.00%	-	
29	GSG Tax Roll Services	4,500	0.00%	-	
30	Reserve for Contingencies	3,000	0.00%	-	
31	Subtotal - Administrative Expenses	$ 946,097		$ 13,500	
	Professional Services:				
32	Legal - General Counsel	$ 45,000	0.00%	$ -	
33	Legal - Outside Counsel	10,000	0.00%	-	
34	Legal - Litigation Reserve	10,000	0.00%	-	
35	Financial Advisor	-	0.00%	-	
36	Utility Rate Consultant	1,000	0.00%	-	
37	Engineering Services	-	0.00%	-	
38	Audit Fees	28,000	0.00%	-	
39	Computer Support	2,500	0.00%	-	
40	Lobbyists	65,000	0.00%	-	
41	Project Planning Contingency	50,000	0.00%	-	
42	Subtotal - Professional Services	$ 211,500		$ -	
	Non-Operating Expenses:				
43	Capital Expenditures from Operating Account	$ 5,000	0.00%	$ -	
44	Debt Service Transfer	7,500,000	0.00%	-	
45	Debt Service (LOC)	-	0.00%	-	
46	Transfer to (From) Capital Reserve	(2,007,960)	0.00%	-	
47	Subtotal - Non-Operating Expenses	$ 5,497,040		$ -	

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FIGURE G-1

KEY LARGO WHOLESALE TREATMENT COST ANALYSIS
ILLUSTRATION OF TRUE-UP COST PROVISION
Amounts derived from District operating cost projections for Fiscal Year 2013 developed during the Fiscal Year 2011 Budget

Line No.	Description	Projected FY 2013	Treatment Expense Allocation	Annual Treatment Expense	Note
	Operations Staff:				
48	Salaries and Wages	$ 371,400	0.00%	$ -	
49	Payroll Taxes	26,100	0.00%	-	
50	Retirement Program	11,100	0.00%	-	
51	Workers Comp Insurance	11,200	0.00%	-	
52	Group Health Insurance	38,200	0.00%	-	
53	Group Health Administration	11,300	0.00%	-	
54	Telephone	17,000	0.00%	-	
55	Dues and Subscriptions	5,000	0.00%	-	
56	Postage Expense	1,500	0.00%	-	
57	Travel Expense	25,000	0.00%	-	
58	Regulatory / Permit Fees	6,000	0.00%	-	
59	Computer Support	1,000	0.00%	-	
60	Engineering Services	15,000	0.00%	-	
61	Subtotal - Operations Staff	$ 539,800		$ -	
	Treatment Plant Department :				
62	Salaries and Wages	$ 291,400	100.00%	$ 291,400	
63	Payroll Taxes	22,300	100.00%	22,300	
64	Retirement Program	8,700	100.00%	8,700	
65	Workers Comp Insurance	11,100	100.00%	11,100	
66	Group Health Insurance	25,900	100.00%	25,900	
67	Group Health Administration	11,300	100.00%	11,300	
68	Electric	382,500	100.00%	382,500	
69	Water	5,000	100.00%	5,000	
70	Trash	3,000	100.00%	3,000	
71	Chemicals	850,000	100.00%	850,000	
72	Sludge Hauling	120,000	100.00%	120,000	
73	Lab Services	24,000	100.00%	24,000	
74	Property Insurance	303,200	0.00%	-	<<RTP Insurance amount specified separately
75	Supplemental Operating Support	10,000	100.00%	10,000	
76	Repairs & Maintenance	130,000	100.00%	130,000	
77	Vehicle Expense	43,000	100.00%	43,000	
78	Start Up Expenses	-	100.00%	-	
79	Supplies	34,000	100.00%	34,000	
80	Miscellaneous Expenses	50,000	100.00%	50,000	
81	Reserve for Contingencies	30,000	100.00%	30,000	Contingencies included for illustrative purposes; only
82	Subtotal - Treatment Plant Department	$ 2,355,400		$ 2,052,200	actual expenditures will be included in cost analysis

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FIGURE G-1

KEY LARGO WHOLESALE TREATMENT COST ANALYSIS
ILLUSTRATION OF TRUE-UP COST PROVISION
Amounts derived from District operating cost projections for Fiscal Year 2013 developed during the Fiscal Year 2011 Budget

Line No.	Description	Projected FY 2013	Treatment Expense Allocation	Annual Treatment Expense	Note
	Collection System Department :				
83	Salaries and Wages	$ 338,500	0.00%	$ -	
84	Payroll Taxes	25,900	0.00%	-	
85	Retirement Program	10,200	0.00%	-	
86	Workers Comp Insurance	12,300	0.00%	-	
87	Group Health Insurance	25,900	0.00%	-	
88	Group Health Administration	13,200	0.00%	-	
89	Electric	42,500	0.00%	-	
90	Water	5,000	0.00%	-	
91	Internet Connnectivity	6,000	0.00%	-	
92	Repairs & Maintenance	50,000	0.00%	-	
93	Vehicle Expense	79,000	0.00%	-	
94	Start Up Expenses	-	0.00%	-	
95	Supplies	12,000	0.00%	-	
96	Pollution Liability Insurance	27,040	0.00%		
97	Miscellaneous Expenses	17,500	0.00%	-	
98	Reserve for Contingencies	50,000	0.00%	-	
99	Subtotal - Collection System Department	$ 715,040		$ -	
	Non-Operating Expenses				
100	Capital Expenditures - Treatment Plant	$ 50,000	0.00%	$ -	
101	Capital Expenditures - Collection System	50,000	0.00%	-	
102	Windstorm Reserve	-	0.00%	-	A R&R Transfer allowance is calculated below
103	Renewal and Replacement Transfer	613,050	0.00%	-	
104	Subtotal - Collection System Department	$ 713,050		$ -	
105	Subtotal	$ 10,977,927		$ 2,065,700	
106	Administrative Expense Overhead Factor			14.00%	
107	Administrative Expense Allocation			289,198	
108	Annual Treatment Expense			2,354,898	
109	Total RTP Flow (000's of Gallons)			547,500	1.500 MGD
110	Wholesale Treatment Cost per 1,000 Gallons (Without R&R Component)			$ 4.30	
	Renewal and Replacement Component Associated with Treatment Plant:				
111	Cost per Thousand Gallons			$ 0.35	
112	Total Wholesale Treatment Cost per 1,000 Gallons			$ 4.65	[1]

Footnotes:
[1] In addition to amount per thousand gallons shown is Insurance Surcharge as set forth in Exhibit G.

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H

Doc# 1885945
Bk# 2573 Pg# 1147

Doc# 1885945
Bk# 2573 Pg# 1148

EXHIBIT "H"

CAPACITY ALLOCATION CHARGE AMORTIZATION SCHEDULE

EXHIBIT H
AMORTIZATION SCHEDULE
CAPACITY ALLOCATION CHARGE

Doc# 1885945
Bk# 2573 Pg# 1149

Capacity Allocation Charge	$	10,176,000.00
Initial Payment Due at Agreement Effective Date	$	1,017,600.00
Balance to be Amortized	$	9,158,400.00
Amortization Period (Years)		9.0
Annual Interest Rate		4.00%
Monthly Payment of Balance		$101,117.61

Payment Date	Payment Number	Interest	Principal	Total Payment	Balance Due after Payment*
					$9,158,400.00
June 1, 2013	1	$30,528.00	$70,589.61	$101,117.61	$9,087,810.39
July 1, 2013	2	$30,292.70	$70,824.91	$101,117.61	$9,016,985.48
August 1, 2013	3	$30,056.62	$71,060.99	$101,117.61	$8,945,924.49
September 1, 2013	4	$29,819.75	$71,297.86	$101,117.61	$8,874,626.63
October 1, 2013	5	$29,582.09	$71,535.52	$101,117.61	$8,803,091.11
November 1, 2013	6	$29,343.64	$71,773.97	$101,117.61	$8,731,317.14
December 1, 2013	7	$29,104.39	$72,013.22	$101,117.61	$8,659,303.92
January 1, 2014	8	$28,864.35	$72,253.26	$101,117.61	$8,587,050.65
February 1, 2014	9	$28,623.50	$72,494.11	$101,117.61	$8,514,556.55
March 1, 2014	10	$28,381.86	$72,735.75	$101,117.61	$8,441,820.79
April 1, 2014	11	$28,139.40	$72,978.21	$101,117.61	$8,368,842.58
May 1, 2014	12	$27,896.14	$73,221.47	$101,117.61	$8,295,621.12
June 1, 2014	13	$27,652.07	$73,465.54	$101,117.61	$8,222,155.58
July 1, 2014	14	$27,407.19	$73,710.42	$101,117.61	$8,148,445.15
August 1, 2014	15	$27,161.48	$73,956.13	$101,117.61	$8,074,489.03
September 1, 2014	16	$26,914.96	$74,202.65	$101,117.61	$8,000,286.38
October 1, 2014	17	$26,667.62	$74,449.99	$101,117.61	$7,925,836.39
November 1, 2014	18	$26,419.45	$74,698.15	$101,117.61	$7,851,138.24
December 1, 2014	19	$26,170.46	$74,947.15	$101,117.61	$7,776,191.09
January 1, 2015	20	$25,920.64	$75,196.97	$101,117.61	$7,700,994.12
February 1, 2015	21	$25,669.98	$75,447.63	$101,117.61	$7,625,546.49
March 1, 2015	22	$25,418.49	$75,699.12	$101,117.61	$7,549,847.37
April 1, 2015	23	$25,166.16	$75,951.45	$101,117.61	$7,473,895.91
May 1, 2015	24	$24,912.99	$76,204.62	$101,117.61	$7,397,691.29
June 1, 2015	25	$24,658.97	$76,458.64	$101,117.61	$7,321,232.65
July 1, 2015	26	$24,404.11	$76,713.50	$101,117.61	$7,244,519.15
August 1, 2015	27	$24,148.40	$76,969.21	$101,117.61	$7,167,549.94
September 1, 2015	28	$23,891.83	$77,225.78	$101,117.61	$7,090,324.16
October 1, 2015	29	$23,634.41	$77,483.20	$101,117.61	$7,012,840.97
November 1, 2015	30	$23,376.14	$77,741.47	$101,117.61	$6,935,099.49
December 1, 2015	31	$23,117.00	$78,000.61	$101,117.61	$6,857,098.88
January 1, 2016	32	$22,857.00	$78,260.61	$101,117.61	$6,778,838.27
February 1, 2016	33	$22,596.13	$78,521.48	$101,117.61	$6,700,316.79
March 1, 2016	34	$22,334.39	$78,783.22	$101,117.61	$6,621,533.57
April 1, 2016	35	$22,071.78	$79,045.83	$101,117.61	$6,542,487.74
May 1, 2016	36	$21,808.29	$79,309.32	$101,117.61	$6,463,178.42
June 1, 2016	37	$21,543.93	$79,573.68	$101,117.61	$6,383,604.74
July 1, 2016	38	$21,278.68	$79,838.93	$101,117.61	$6,303,765.81
August 1, 2016	39	$21,012.55	$80,105.06	$101,117.61	$6,223,660.75
September 1, 2016	40	$20,745.54	$80,372.07	$101,117.61	$6,143,288.68
October 1, 2016	41	$20,477.63	$80,639.98	$101,117.61	$6,062,648.70
November 1, 2016	42	$20,208.83	$80,908.78	$101,117.61	$5,981,739.92
December 1, 2016	43	$19,939.13	$81,178.48	$101,117.61	$5,900,561.44
January 1, 2017	44	$19,668.54	$81,449.07	$101,117.61	$5,819,112.37
February 1, 2017	45	$19,397.04	$81,720.57	$101,117.61	$5,737,391.80

EXHIBIT H
AMORTIZATION SCHEDULE
CAPACITY ALLOCATION CHARGE

March 1, 2017	46	$19,124.64	$81,992.97	$101,117.61	$5,655,398.83
April 1, 2017	47	$18,851.33	$82,266.28	$101,117.61	$5,573,132.55
May 1, 2017	48	$18,577.11	$82,540.50	$101,117.61	$5,490,592.05
June 1, 2017	49	$18,301.97	$82,815.64	$101,117.61	$5,407,776.41
July 1, 2017	50	$18,025.92	$83,091.69	$101,117.61	$5,324,684.73
August 1, 2017	51	$17,748.95	$83,368.66	$101,117.61	$5,241,316.07
September 1, 2017	52	$17,471.05	$83,646.56	$101,117.61	$5,157,669.51
October 1, 2017	53	$17,192.23	$83,925.38	$101,117.61	$5,073,744.13
November 1, 2017	54	$16,912.48	$84,205.13	$101,117.61	$4,989,539.00
December 1, 2017	55	$16,631.80	$84,485.81	$101,117.61	$4,905,053.19
January 1, 2018	56	$16,350.18	$84,767.43	$101,117.61	$4,820,285.76
February 1, 2018	57	$16,067.62	$85,049.99	$101,117.61	$4,735,235.77
March 1, 2018	58	$15,784.12	$85,333.49	$101,117.61	$4,649,902.28
April 1, 2018	59	$15,499.67	$85,617.94	$101,117.61	$4,564,284.34
May 1, 2018	60	$15,214.28	$85,903.33	$101,117.61	$4,478,381.01
June 1, 2018	61	$14,927.94	$86,189.67	$101,117.61	$4,392,191.34
July 1, 2018	62	$14,640.64	$86,476.97	$101,117.61	$4,305,714.37
August 1, 2018	63	$14,352.38	$86,765.23	$101,117.61	$4,218,949.14
September 1, 2018	64	$14,063.16	$87,054.45	$101,117.61	$4,131,894.69
October 1, 2018	65	$13,772.98	$87,344.63	$101,117.61	$4,044,550.07
November 1, 2018	66	$13,481.83	$87,635.78	$101,117.61	$3,956,914.29
December 1, 2018	67	$13,189.71	$87,927.90	$101,117.61	$3,868,986.40
January 1, 2019	68	$12,896.62	$88,220.99	$101,117.61	$3,780,765.41
February 1, 2019	69	$12,602.55	$88,515.06	$101,117.61	$3,692,250.35
March 1, 2019	70	$12,307.50	$88,810.11	$101,117.61	$3,603,440.24
April 1, 2019	71	$12,011.47	$89,106.14	$101,117.61	$3,514,334.10
May 1, 2019	72	$11,714.45	$89,403.16	$101,117.61	$3,424,930.94
June 1, 2019	73	$11,416.44	$89,701.17	$101,117.61	$3,335,229.76
July 1, 2019	74	$11,117.43	$90,000.18	$101,117.61	$3,245,229.59
August 1, 2019	75	$10,817.43	$90,300.18	$101,117.61	$3,154,929.41
September 1, 2019	76	$10,516.43	$90,601.18	$101,117.61	$3,064,328.23
October 1, 2019	77	$10,214.43	$90,903.18	$101,117.61	$2,973,425.05
November 1, 2019	78	$9,911.42	$91,206.19	$101,117.61	$2,882,218.85
December 1, 2019	79	$9,607.40	$91,510.21	$101,117.61	$2,790,708.64
January 1, 2020	80	$9,302.36	$91,815.25	$101,117.61	$2,698,893.39
February 1, 2020	81	$8,996.31	$92,121.30	$101,117.61	$2,606,772.10
March 1, 2020	82	$8,689.24	$92,428.37	$101,117.61	$2,514,343.73
April 1, 2020	83	$8,381.15	$92,736.46	$101,117.61	$2,421,607.26
May 1, 2020	84	$8,072.02	$93,045.59	$101,117.61	$2,328,561.68
June 1, 2020	85	$7,761.87	$93,355.74	$101,117.61	$2,235,205.94
July 1, 2020	86	$7,450.69	$93,666.92	$101,117.61	$2,141,539.02
August 1, 2020	87	$7,138.46	$93,979.15	$101,117.61	$2,047,559.87
September 1, 2020	88	$6,825.20	$94,292.41	$101,117.61	$1,953,267.46
October 1, 2020	89	$6,510.89	$94,606.72	$101,117.61	$1,858,660.74
November 1, 2020	90	$6,195.54	$94,922.07	$101,117.61	$1,763,738.67
December 1, 2020	91	$5,879.13	$95,238.48	$101,117.61	$1,668,500.19
January 1, 2021	92	$5,561.67	$95,555.94	$101,117.61	$1,572,944.25
February 1, 2021	93	$5,243.15	$95,874.46	$101,117.61	$1,477,069.78
March 1, 2021	94	$4,923.57	$96,194.04	$101,117.61	$1,380,875.74
April 1, 2021	95	$4,602.92	$96,514.69	$101,117.61	$1,284,361.05
May 1, 2021	96	$4,281.20	$96,836.41	$101,117.61	$1,187,524.64
June 1, 2021	97	$3,958.42	$97,159.19	$101,117.61	$1,090,365.45
July 1, 2021	98	$3,634.55	$97,483.06	$101,117.61	$992,882.39
August 1, 2021	99	$3,309.61	$97,808.00	$101,117.61	$895,074.39
September 1, 2021	100	$2,983.58	$98,134.03	$101,117.61	$796,940.36
October 1, 2021	101	$2,656.47	$98,461.14	$101,117.61	$698,479.22

EXHIBIT H
AMORTIZATION SCHEDULE
CAPACITY ALLOCATION CHARGE

November 1, 2021	102	$2,328.26	$98,789.35	$101,117.61	$599,689.87
December 1, 2021	103	$1,998.97	$99,118.64	$101,117.61	$500,571.23
January 1, 2022	104	$1,668.57	$99,449.04	$101,117.61	$401,122.19
February 1, 2022	105	$1,337.07	$99,780.54	$101,117.61	$301,341.66
March 1, 2022	106	$1,004.47	$100,113.14	$101,117.61	$201,228.52
April 1, 2022	107	$670.76	$100,446.85	$101,117.61	$100,781.67
May 1, 2022	108	$335.94	$100,781.67	$101,117.61	$0.00
	Total	$1,762,301.84	$9,158,400.00	$10,920,701.84	

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I

Doc# 1885945
Bk# 2573 Pg# 1153

EXHIBIT "I"

FIVE-YEAR FLOW PROJECTIONS
ISLAMORADA

Islamorada, Village of Islands
Wastewater Management Plan Implementation
5-Year Flow Projections to KLWTD

	System Completion Date	Resident Connection Dates				Total Flows	Connected Flows	Future Flows	Projected Connected Flows to KLWTD				
		90-Days	180-Days	270-Days	365-Days				2013	2014	2015	2016	2017
MPK/NPK Systems	March-13	June-14	n/a	n/a	n/a	348,902	326,652	22,250	n/a	326,652	326,652	326,652	326,652
SPK System	March-14	September-14	December-14	March-15	June-15	184,294	172,541	11,753	n/a	86,270	172,541	172,541	172,541
Windley Key System	August-14	November-14	February-15	May-15	August-15	64,491	60,378	4,113	n/a	15,095	60,378	60,378	60,378
UMK System	February-14	September-14	December-14	March-15	June-15	327,526	306,639	20,887	n/a	153,320	306,639	306,639	306,639
LMK System	November-14	February-15	May-15	August-15	November-15	172,458	161,460	10,998	n/a	0	161,460	161,460	161,460
TOTALS						1,097,671	1,027,671	70,000		581,337	1,027,670	1,027,670	1,027,670

Notes/Assumptions

1) Flows and EDU's based on Veolia/AECOM Proposal
2) Dates estimated from Veolia/AECOM Proposal plus 5-months to provide for delay in NTP
3) 25% of connections for each island will be made within each 90-day increment throughout a year from completion
4) Connected flows are those flows expected to be connected within the planning period (provided by GSG)
5) Future flows are those flows outside of the planning period, approximately 70,000 gallons
6) Dates are based on transmission main to KLWTD being completed by June 2014 per Veolia/AECOM proposed schedule
7) Per Veolia/AECOM schedule, construction of the transmission main to KLWTD is scheduled for June 2014.

MONROE COUNTY
OFFICIAL RECORDS

DocN 1885945
BkN 2573 PgN 1154