A. CALL TO ORDER - PLEASE MUTE CELL PHONES

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA WITH ANY ADDITIONS, DELETIONS, OR CONTINUANCES

E. PUBLIC COMMENT

Individual comments have a 3 minute limit; Organizations have a 5 minute limit. General comment (non-agenda items) will be heard at this time; Specific agenda items will be heard right before the item. Speaker cards must be turned in before the meeting starts.
F. ENGINEER REPORT
   1. Report by Wade Trim on Islamorada Construction

G. BULK ITEMS
   3. RESOLUTION NO. 19-06-13
      A RESOLUTION OF THE BOARD OF COMMISSIONERS
      APPROVING DESIGNATION OF ONE TAX PARCEL AS A
      PARCEL EXCLUDED FROM THE 2009 NON-AD VALOREM
      ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND
      AN EFFECTIVE DATE.
   4. RESOLUTION NUMBER 20-06-13
      A RESOLUTION OF THE KEY LARGO WASTEWATER
      TREATMENT DISTRICT RETIRING RESOLUTION NO. 16-10-
      10 REGARDING MONTHLY RATES AND CHARGES FOR
      WASTEWATER COLLECTION, TRANSMISSION,
      TREATMENT, AND DISPOSAL AND AMENDING THE KEY
      LARGO WASTEWATER TREATMENT DISTRICT RULES
      AND REGULATIONS; AND PROVIDING AN EFFECTIVE
      DATE
   5. RESOLUTION NO. 21-06-13
      A RESOLUTION OF THE BOARD OF COMMISSIONERS
      APPROVING THE REMOVAL OF ONE TAX PARCEL FROM
      THE 2009 NON-AD VALOREM ASSESSMENT; AND
      PROVIDING FOR APPLICABILITY AND AN EFFECTIVE
      DATE

H. FINANCIAL REPORT
   6. Pending Payments

I. COMMISSIONER'S ITEMS
   7. Mission Statement Commissioner Tobin
   8. Cutoff Date for Hold Harmless Commissioner Gibbs
   9. Grinder Pump Easement Abandonment Chairman Majeska

J. OPERATIONS REPORT

K. LEGAL COUNSEL REPORT
   10. District Counsel Contract
   11. Hold Harmless Agreement

L. GENERAL MANAGER'S REPORT

M. COMMISSIONERS ROUNDTABLE

N. ADJOURNMENT
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: June 18, 2013

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] ACTION ITEM

SUBJECT: Gene Hoffman from Wade Trim will give a report on the Islamorada construction in Key Largo

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: 6/18/2013

Originating Department: Engineering

Costs: $

Funding Source:

Department Review:

[ ] District Counsel
[ ] General Manager
[ ] Finance

[ ] Engineering
[ ] Clerk
[Operations]

Advertised:

Date: 

Paper: 

[X] Not Required

Summary Explanation/Background:

Resulting Board Action:

☐ Approved
☐ Tabled
☐ Disapproved
☐ Recommendation Revised
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: June 18, 2013

[ ] PUBLIC HEARING

[ ] RESOLUTION

[ ] DISCUSSION

[ ] BID/RFP AWARD

[X] ACTION ITEM

[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Minutes of June 4 and June 11, 2013

RECOMMENDED MOTION/ACTION: Approval of minutes with any deletion, additions or corrections.

Approved by General Manager

Date: 6/18/2013

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| Advertised:            |             |             |
| Date:                  |             |             |
| Paper:                 |             |             |
| [X] Not Required       |             |             |

Summary Explanation/Background:

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised
The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 4:00 PM. Present were Chairman Majeska, Commissioners Norman Higgins, Andy Tobin, Steve Gibbs, and David Asdourian. Also present were General Manager, Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

Kay Thacker led the Pledge of Allegiance.

APPROVAL OF AGENDA
Commissioner Tobin added a Mission Statement and a discussion on commercial property. General Manager Margaret Blank moved the Engineer Report to before Bulk Items.

Motion: Commissioner Higgins made a motion to approve the agenda as amended. Commissioner Asdourian seconded the motion.

Vote on Motion

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<td>Commissioner Asdourian</td>
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Motion passed 5 to 0

PUBLIC HEARING OPENED 5 PM
RESOLUTION NUMBER NO. 14-05-13
A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING AND RESTATING PRELIMINARY ASSESSMENT RESOLUTION (RESOLUTION NO. 14-05-13) RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS AND FOR CORRECTION OF ERRORS AND OMISSIONS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE
PUBLIC COMMENT
Name & Address          Subject
James Sauders, Key Largo Definition of Laundromat
Sue Heim, Key Largo Questioned Procedure of removing properties

RESOLUTION NUMBER NO. 14-05-13
A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING AND RESTATING PRELIMINARY ASSESSMENT RESOLUTION RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS AND FOR CORRECTION OF ERRORS AND OMISSIONS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

Motion: Commissioner Tobin made a motion to approve Resolution No. 14-05-13. Commissioner Higgins seconded the motion.

Vote on Motion

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Motion passed 5 to 0

PUBLIC HEARING CLOSED 5:19 PM

GENERAL PUBLIC HEARING
Name & Address
John Hammerstrom, Key Largo
Sue Heim, Key Largo
Kay Thacker, Key Largo

Subject
Hold Harmless/Easement Agreement
See Exhibit “A”
Policy on pulling Bulk Items
Resolution No. 18-06-13 Exhibit “B”
Pending Payments
Legal Counsel Contract Exhibit “C”
Legal Counsel Contract Exhibit “D”

ENGINEER’S REPORT
Ed Castle, Weiler Engineering, reported that the bid for the digester will go out in July. He updated the Board on the Islamorada construction in the District.

Staff will look into billing Islamorada for a fine.
BULK ITEMS
Minutes of May 7, May 14, May 21, 2013

Motion: Commissioner Tobin made a motion to approve the minutes of May 7, May 14, and May 21, 2013. Commissioner Gibbs seconded the motion.

Vote on Motion

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Motion passed 5 to 0

RESOLUTION NO. 18-06-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING DESIGNATION OF THREE TAX PARCELS AS A PARCELS EXCLUDED FROM THE 2009 NON-AD VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE

Motion: Commissioner Tobin made a motion to approve Resolution No. 18-06-13. Commissioner Gibbs seconded the motion.

Vote on Motion

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Motion passed 3 to 2

Staff was directed to bring back a report on the repayment amount to the property owners.

FINANCIAL REPORT
Pending Payments

Motion: Commissioner Tobin made a motion to approve the Pending Payments of June 4, 2013 contingent upon the availability of funds. Commissioner Asdourian seconded the motion.

Vote on Motion

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Commissioner Tobin  X  
Commissioner Asdourian  X  
Motion passed 5 to 0

Budget Schedule
Connie Fazio explained the budget schedule and invited the Commissioner’s to contact the Finance Department with any questions during the budget process.

OPERATIONS
Fountain Change Order
Commissioner Tobin asked how the lowest price was assured. Dan Saus and Suzie Rubio explained the steps they took assure the lowest price.

Motion: Commissioner Higgins made a motion to approve the Fountain Change Order. Commissioner Gibbs seconded the motion.

Vote on Motion

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Motion passed 5 to 0

LEGAL COUNSEL REPORT
Legal Counsel Contract

The Board discussed the Legal Contract.

Motion: Commissioner Gibbs made a motion to continue the Legal Counsel’s contract until Oct. 1, 2013 and then increase the monthly fee by $500 per month effective Oct. 1, 2013. Commissioner Tobin seconded the motion.

Vote on Motion

<table>
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Motion passed 4 to 1

The Legal Contract will be drawn up and brought back to the Board for approval before Oct. 1, 2013.
GENERAL MANAGER'S REPORT
Sales Tax Update
Margaret Blank reviewed the sales tax report.

The Board directed Ms. Blank to make arrangements with the BOCC to make a power point presentation on the collections and uses of the sales taxes in Monroe County at the August meeting in Key Largo.

COMMISSIONER'S ROUND TABLE
Commissioner Tobin introduced a mission statement and asked that it be brought back to the June 18th meeting for action.

Commissioner Tobin discussed various ways the District could help businesses connect to the sewer.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting 7:25 PM.

The KLWTD meeting minutes of June 4, 2013 were approved on June 18, 2013

_______________________________
Chairman Majeska

_______________________________
Carol Walker, CMC District Clerk
June 66, 2013 Meeting Public Comment

Regarding removing parcels from assessment rolls, regardless the reason for removal:

For the last few months I have brought this issue to your attention specifically because your staff is not treating KLWTD customers fairly, equitably.

At the last meeting Comm Tobin requested staff review and advise the status of Res 06-03-13, which I have consistently said to you “does not have language which allows already paid assessments to be returned to KLWTD customers.” At every time I have said this, staff has said I was wrong. Now you have an email from staff which confirms that Res 06-03-13 does not allow return of paid assessments.

Here are some examples from April 2013 meetings of how parcels were removed. As you can see, in both examples, the District committed in writing to returning already paid assessment money.

4/23/2013 Agenda item 3
Resolution 12-04-13 – Section 3 – tax collector credits for payments received
Form F-10 #6 – if assessments paid, District takes steps to refund

4/9/2013 Agenda item 4
Resolution 10-04-13 -- the third “Where As” – District desires to cause refunds and/or credits ... for all payments made ...

I ask that the KLWTD Board return to the practice of returning already paid assessments, and also that the Board instruct staff to discontinue using Resolution 06-03-13 which prevents return of paid assessments.
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: April 23, 2013

Agenda Item No. 3

[ ] PUBLIC HEARING
[ ] DISCUSSION
[X] GENERAL APPROVAL OF ITEM
[ ] OTHER

SUBJECT: Resolution 11-04-13 - Waiver of Wastewater Assessment - Diersing & Gladson - AK# 1692506

RECOMMENDED MOTION/ACTION: Approval of Staff Recommendation (See Summary / Background)

Approved by General Manager 

Originating Department: Customer Service

Costs: $0

Funding Source: 

Acct. #


Department Review:

[ ] District Counsel ________ [ ] Engineering

[ ] General Manager ________ [ ] Clerk

[X] Finance ________

Advertised:

Date: ________________

Paper: ________________

[X] Not Required

Summary Explanation/Background:

- Staff recommendation is to approve Resolution 11-04-13 to waive the wastewater assessment for AK# 1692506.

- It is the owner's request to waive the vacant lot from wastewater assessment, keeping the developed parcel AK# 1692514 as the serviced parcel.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

KLWTD Form F-3

Prepared. 03/07/2012
RESOLUTION NO. 12-04-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REMOVAL OF ONE TAX PARCEL
FROM THE 2012 NON-AD VALOREM ASSESSMENT;
AND PROVIDING FOR APPLICABILITY AND AN
EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District (hereinafter “District”) has
determined that it will not provide wastewater infrastructure to serve the Tax Parcel shown in
Section 1; and

WHEREAS, The District has previously levied Non-Ad Valorem Assessments for the Tax year
2012 for the Parcel shown in Section 1; and

WHEREAS, The District desires to cause refunds and/or credits to be made for all payments
made on account of non-ad valorem assessments levied against the parcel;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT:

Section 1.
PARCEL ID: 00565410-000000
AK NO.: 1692506
PARCEL DESCRIPTION: BK 5 LT 9 GULFSTREAM SHORES PB3-61 KEY LARGO
OR531-928 OR541-127 OR811-2110 OR928-2373 OR1104-1532
OR1471-2331

Section 2. The Key Largo Wastewater Treatment District Board of Commissioners does
hereby exclude the deleted tax parcel designated above from the Key Largo
Wastewater Treatment District’s 2012 Non-ad Valorem Assessment, provided
that if the District in its sole discretion later provides Wastewater Service to any
of the Excluded Parcels, the then-current owner(s) shall be required to pay to the
District all direct and indirect costs and expenses, including, but not limited to, an
amount fairly representing the special benefit that the Tax Parcel(s) will receive,
as determined by the District. The amount charged at the time of later connection
is expected to be significantly greater than the 2008 non-ad valorem assessment.

Section 3. The District hereby authorizes the Monroe County Tax Collector to credit the Tax
Parcels shown in Section 1 with all payments received on account of them,
following the Monroe County Tax Collector’s standard methodology as directed
by the District.

Section 4. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect
upon adoption by the Board of Commissioners

RESOLVED AND ADOPTED THIS 23rd DAY OF APRIL 2013
4. If the District later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the non-ad valorem assessment.

5. In reliance on the certifications and statements of the undersigned, the District will forego its right to impose the non-ad valorem assessment on the excluded parcels.

6. The District will advise the Monroe County Tax Collector to remove the assessment(s) against the Excluded Parcel(s). The District has been advised by the Monroe County Tax Collector that upon receipt of such advice, the Monroe County Tax Collector will issue amended tax bills reflecting the removal of the assessment(s) from the Excluded Parcels. If the assessment(s) have already been paid, the District will take steps to refund the amount(s) received by the District to the then-current owner(s) of the Excluded Parcels. However, the District will not be obligated to refund any amounts charged by the Monroe County Tax Collector for collecting the assessment(s).

7. The District acknowledges receipt of an administrative fee of $200.00.

8. The undersigned mortgagee(s) hereby consent to this waiver of wastewater service and acknowledgement of potential costs, and all of its terms.

9. This waiver and all of its terms shall be binding upon, and inure to the benefit of, the signatories, their successors and assigns, and all subsequent owners of the Tax Parcels listed in Attachment A, and each of them.

IN WITNESS WHEREOF, the undersigned, comprising all of the owners of the Tax Parcels listed in Attachment A have executed this waiver of wastewater service and acknowledgement of potential costs on the dates shown opposite their names.

Signed, Sealed and Delivered in the presence of these Witnesses (one of whom may be the Notary):

Owner or Co-Owner

Owner or Co-Owner

Witness

STATE OF: FL
COUNTY OF: Monroe

The foregoing instrument was acknowledged before me this 04-05-2013 (date), by __________________________, (name(s)), who is personally known to me or who has produced __________________________ (type of identification) as identification.

(Caridad E. Reyes)
Printed Name
02-05-15
Commission Expiration Date

Notary Public
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: April 9, 2013

Agenda Item No. 4

[ ] PUBLIC HEARING [X] RESOLUTION

[ ] DISCUSSION [ ] BID/RFP AWARD

[X] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Exemption - AK# 1547514 - Miriam and Cesar Cuenca

RECOMMENDED MOTION/ACTION: Approval of Staff Recommendation (See Summary / Background)

Approved by General Manager [Signature] Date: 4/9/2013

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</table>

Summary Explanation/Background:

This parcel is eligible for exemption per Assessment Resolution 63-08-12 - Section 4.06(A)(1):
The tax parcel is not improved and cannot be improved consistent with existing zoning regulations.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

Prepared: 03/07/2012
RESOLUTION NO. 10-04-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REMOVAL OF ONE TAX PARCEL
FROM THE 2009 NON-AD VALOREM ASSESSMENT;
AND PROVIDING FOR APPLICABILITY AND AN
EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District (hereinafter “District”) has
determined that it will not provide wastewater infrastructure to serve the Tax Parcel shown in
Section 1; and

WHEREAS, The District has previously levied Non-Ad Valorem Assessments for the Tax year
2009 for the Parcel shown in Section 1; and

WHEREAS, The District desires to cause refunds and/or credits to be made for all payments
made on account of non-ad valorem assessments levied against the parcel;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT:

Section 1. PARCEL ID: 00447860-000000
AK NO.: 1547514
PARCEL DESCRIPTION: BK 3 LT 26 HARRIS OCEAN PK ESTATES PB4-126 KEY
LARGO OR362-40/41 OR1118-528AFF OR1315-1782

Section 2. The Key Largo Wastewater Treatment District Board of Commissioners does
hereby exclude the deleted tax parcel designated above from the Key Largo
Wastewater Treatment District’s 2009 Non-ad Valorem Assessment, provided
that if the District in its sole discretion later provides Wastewater Service to any
of the Excluded Parcels, the then-current owner(s) shall be required to pay to the
District all direct and indirect costs and expenses, including, but not limited to, an
amount fairly representing the special benefit that the Tax Parcel(s) will receive,
as determined by the District. The amount charged at the time of later connection
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Section 3. The District hereby authorizes the Monroe County Tax Collector to credit the Tax
Parcels shown in Section 1 with all payments received on account of them,
following the Monroe County Tax Collector’s standard methodology as directed
by the District.

Section 4. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect
upon adoption by the Board of Commissioners

RESOLVED AND ADOPTED THIS 9th DAY OF APRIL 2013
A public utility is not the place to introduce, attempt to influence, or encourage personal political opinions or views.

The verbal comments and written reports (charts) regarding sales tax presented at the last meeting were completely inappropriate, because they were skewed by a single staff person to reflect her personal opinion.

We all know the GM is a fan of incorporating KL. But she does not get to include that in her presentations to the public. I'm sure the Board will agree with me that trying to sway/spin is not in the GM job description.

The charts presented could have just as easily been done without any reference to incorporating or not incorporating.

Since you will be using that sales tax data in the future, I request that you instruct staff to revise all their sales tax documents to neutral.

I also would like to point out that at some point all of you may be considering asking KL customers to re-elect you. Having any staff advocating political positions reflects on you, as the bosses of the staff.

Sue Hein
Partial list of Florida Utility Easements
23 Utility Easements located,
11 without any Hold Harmless clauses, 3 with minor clauses,
9 hold property owner harmless,
8 in Key Largo!

list prepared by John Hammerstrom, June 10, 2013

1. Key Largo - KLWT District holds Property Owner Harmless

"THIS EASEMENT AGREEMENT ("Easement Agreement") is entered into this 15th day of May, 2007, by and between the Key Largo Wastewater Treatment District ("the District"), whose address is 98880 Overseas Highway, Key Largo, Florida, 33037 and The Most Reverend John C. Favalora, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole, on behalf of and with respect to St. Justin Martyr ("the Archdiocese") whose address is 105500 Overseas Highway, Key Largo, Florida 33037...

"20. Indemnification. Subject to the limitations on waiver of sovereign immunity set forth in Florida Statutes Section 768.28 (2006), if and to the extent applicable, the District agrees to indemnify, defend and hold harmless, the Archdiocese, the Church, and their respective directors, officers, employees, agents and other representatives (collectively the "Indemnitees") from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to attorneys' fees and costs, whether or not a lawsuit is instituted and if instituted, all attorneys' fees and costs incurred at all tribunal levels), arising from or connected in any way with: (a) the construction, operation, maintenance, repair or use of the Easement Area or the Improvements thereon by the District, its directors, officers, employees, agents, contractors, invitees, licensees, or other representatives; (b) the District's breach of the Easement Agreement terms; (c) the condition of the Easement Area, the Improvements, or any work performed on the Easement Area or the Improvements on the District's behalf; (d) the District's activities with respect to the Easement Area or the Improvements thereon; or (e) any act, omission, or negligence of the District, its directors, officers, employees, agents, contractors, licensees, invitees or other representatives; (f) materialmen, mechanics, laborer, or other statutory or common law liens arising from construction or other work or materials provided on the District's behalf within the Easement Area. The provisions of this paragraph shall survive termination or expiration of this Agreement..."

2. Key Largo - KLWT District holds Property Owner Harmless

"The undersigned Grantor, Island Dolphin Care, Inc., whose mailing address is PO Box 1288, Key Largo, Florida, 33037 is the fee simple owner of those certain parcels of land situated in Monroe County, Florida, and more particularly described as follows...

...Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, an independent special district of the State of Florida whose address is set forth above, as Grantee, the following easement, within the property owned by the undersigned Grantor."
Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local government agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities authorized in this easement, as reflected by the Grantee’s acceptance of the conditions below.

All covenant, stipulations, terms, conditions, and provisions of this agreement shall extend to and be made binding upon respective successors and assigns of Grantee and Grantor. It is intended that this agreement shall be recorded and be binding upon future owners of the above described property and the Grantee, and all successors thereto."

3. Key Largo - KLWT District holds Property Owner Harmless

"The undersigned Grantor, Coastal Waterway Condominium, Inc. ("the Grantor"), whose mailing address is 790 20th Street, c/o Fourpoints Property Management, Inc., Hialeah, FL 33010, is a Florida non-profit corporation having a principal place of business at 720 West 20th Street, Hialeah, Florida...

In consideration of $10.00 and other good and valuable consideration including restoration of all areas disturbed by construction, receipt of which are acknowledged, and Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, an independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...

The Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities in this easement, as reflected by the Grantee’s acceptance of the conditions below...

4. Key Largo - KLWT District holds Property Owner Harmless

"The undersigned Grantor, Lake Surprise II Condominium Association, Inc. ("the Grantor"), whose mailing address is 9800 Dockside Drive, Key Largo FL 33037, is a Florida non-profit corporation having a principal place of business at 9800 Dockside Drive, Key Largo, Florida. The Grantor is the condominium association designated under Chapter 718, Florida Statutes, to manage the affairs of Lake Surprise II, a Condominium, located on the Island of Key Largo, Monroe County, Florida...

In consideration of $10.00 and other good and valuable consideration including restoration of all areas disturbed by construction, receipt of which are acknowledged, and Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, an independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors..."
The Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities in this easement, as reflected by the Grantee’s acceptance of the conditions below...

5. Key Largo - KLWT District holds Property Owner Harmless

"The undersigned Grantor, The Harborage Condominium Corporation, Inc. ("the Grantor"), whose mailing address is 59 Ocean Drive, Key Largo FL 33037, is a Florida non-profit corporation having a principal place of business at 59 Ocean Drive, Key Largo, Florida. The Grantor is the condominium association designated under Chapter 718, Florida Statutes, to manage the affairs of The Harborage, a Condominium, located on the Island of Key Largo, Monroe County, Florida...

In consideration of $10.00 and other good and valuable consideration including restoration of all areas disturbed by construction, receipt of which are acknowledged, and Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, and independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...

The Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities in this easement, as reflected by the Grantee’s acceptance of the conditions below...

6. Key Largo - KLWT District holds Property Owner Harmless

"The undersigned Grantor, Sevenacres Homes Association, Inc. ("the Grantor"), whose mailing address is 91645 Overseas Highway, Tavernier FL 33070, authorized to grant the temporary construction easement and permanent utility easement herein on behalf of the owners of the parcels located in the Sevenacres Subdivision, situated in Monroe County, Florida, and more particularly described as follows:...

In consideration of $10.00 and other good and valuable consideration including restoration of all areas disturbed by construction, receipt of which are acknowledged, and Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, and independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...

Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, provided that Grantee does not waive its right of sovereign immunity under Florida Statute 768.28 arising out of the activities authorized in this easement...

7. Key Largo - KLWT District holds Property Owner Harmless

3 of 10
“The undersigned Grantor, Keys Holding, LLC (“the Grantor”), whose mailing address is 2949 Overseas Highway, Marathon, FL 33050, is the fee simple owner of that certain parcel of land situated in Monroe County, Florida, and more particularly described as follows:....

In consideration of $10.00 and other good and valuable consideration including restoration of all areas disturbed by construction, receipt of which are acknowledged, and the Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, and independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...

The Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities in this easement, as reflected by the Grantee’s acceptance of the conditions below...

8. Key Largo - KLWT District holds Property Owner Harmless

“The undersigned Grantor, Key Largo Baptist Church, Inc. (formerly known as Key Largo Baptist Temple, Inc.), whose mailing address is PO Box 1063, Key Largo, FL 33037, is the fee simple owner of those certain parcels of land situated in Monroe County, Florida, and more particularly described as follows:....

In consideration of good and valuable consideration including waiver of Key Largo Wastewater Treatment District wastewater assessments against the parcels listed above, and restoration of all areas disturbed by construction, receipt of which are acknowledged, and Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, an independent special district of the State of Florid whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...

Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities in this easement, as reflected by the Grantee’s acceptance of the conditions below...

9. Altamonte Springs, Florida - No Hold Harmless clause

“For and in consideration of the sum of Ten Dollars ($10.00) together with other good and valuable consideration paid by Grantee to the Grantor, the receipt of which is hereby acknowledged, Grantor, by these presents does hereby give and assign, a permanent, perpetual easement for the installation and maintenance of City utilities to include without limitation sewer, water, reclaimed water, and drainage, cable, telecommunications, fiber optic, electricity, or gas whether provided directly by the City or under specific grant of authority from the City, all rights to include, but not limited to, the perpetual right to enter upon said easement at any time that it may see fit, and
construct, lay, reconstruct, operate, maintain, and repair all lines, mains, pipes, fixtures, accessories and all appurtenances thereto for the purpose of operating City utilities, under and upon the following property, situate lying and being in Seminole County, Florida...”

10. Brevard County - No Hold Harmless clause

“That the first party, in consideration of One Dollar ($1.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date, for the sole purpose of constructing and maintaining a ______________________ easement and other allied uses which shall be strictly construed so as not to enlarge the use, scope or purpose of the easement.

The land affected by the granting of this easement is located in Section _______, Township _______ South, Range _______ East, County of Brevard, State of Florida, and is more particularly described as follows...”

11. Charlotte County - No Hold Harmless clause

“________________________, herein referred to as Grantor, in consideration of ten dollars ($10.00) by Charlotte County Utilities, a department of Charlotte County, a political subdivision of the State of Florida, herein referred to as Grantee, the receipt of which is hereby acknowledged, and other good and valuable consideration set out in the Utility Agreement entered between said parties on the _______ day of __________________________, 20____, the provisions of said Agreement to be specifically incorporated herein by reference, have granted, bargained, sold, and conveyed, and by these presents, do grant, bargain, sell, and convey, to Grantee and to its successors and assigns, a non-exclusive perpetual utility easement and rights-of-way for the purpose of constructing, laying, maintaining, and operating pipelines and all necessary laterals thereto to be used for wastewater and water in addition to any ingress and egress necessary to enter and depart over and upon that portion of land to effect the purposes of the easement. The rights-of-way and easement will be varied in width on and through the Grantor’s land located in Charlotte County, State of Florida, and described as follows...”

12. Charlotte County - No Hold Harmless clause

“This Utility Easement, made and entered into this _______ day of _____, 2013, by ____________, to the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY AND AS EX-OFFICIO THE GOVERNING BODY OF THE COLLIER COUNTY WATER-SEWER DISTRICT______

WITNESSETH: Grantor, for and in consideration of TEN DOLLARS ($10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement for wastewater facilities and access
purposes, over, under, upon and across the following lands located in Collier County, Florida, to wit: ________

TO HAVE AND TO HOLD the same unto the Grantee together with the right to enter upon said land, excavate, and place or remove materials, including, but not limited to wastewater lines and pipes, pumping stations, electrical panels, telemetry towers, and other equipment or improvements appurtenant thereto or thereunder for the purposes of constructing, operating, and maintaining wastewater utility facilities thereon. The easement grant herein shall constitute easements running with the land and shall burden the lands described above...

13. Escambia County - Electric Utility - No Hold Harmless clause

"KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of $1.00 and other good and valuable consideration, in hand paid by the Emerald Coast Utilities Authority, a governmental body corporate and politic of the State of Florida ("Grantee"), whose mailing address is 9255 Sturdevant Street, Pensacola, FL 32514, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, the perpetual right and easement to enter upon, occupy and use the following described real property for the purpose of utility lines and all facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom. If no legal description is entered below, then the legal description shall be that description contained in the attached Exhibit "A" consisting of one (1) page, which is incorporated herein and made a part hereof by reference..."

14. Florida Keys Aqueduct Authority - No Hold Harmless clause

"_______, and all co-owners, heirs, successors, grantees, and assigns, ("Owner") of the Property at the address of ________________________________, Florida __________, Parcel ID # ________________________________, acknowledges that the Authority intends to furnish and install a simplex grinder low pressure pumping station, pump control panel and valve box with appurtenant pipe and electrical apparatus (Facilities) of a type and in a manner approved by the Authority, in an owner-selected portion of the above-referenced property...

Owner understands and agrees that the Authority will perform inspections, maintenance and replacement of the Pump Station as necessary. Owners, also, understand and agree that the
Authority will provide normal maintenance service on the Facilities at no additional charge to the Owners.

In order to provide the Authority access to the Facilities, the Owners for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does grant, sell and convey an Easement to the Authority, its successors and assigns, under the following terms and conditions...”

15. Jacksonville, Florida (JEA) - No Hold Harmless clause
“WITNESSETH: that Grantor, for and in consideration of the sum of Ten and 00/100 dollars ($10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair, either above or below the surface of the ground, facilities and associated equipment for electrical, water reuse, water, sewer, other public utilities, or quasi-utilities, either or all, on, along over, through, across, or under the following described land situate in ______________ County, Florida, to wit (the “Easement Property”)...”

16. Jupiter, Florida - No Hold Harmless clause
“WITNESSETH: That the PARTY OF THE FIRST PART for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, as granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the PARTY OF THE SECOND PART its’ successor and assigns, an easement for the construction, operation and maintenance of water utility appurtenances thereto, to be installed from time to time, or to be altered, improved, or removed therefrom and for the right to cut and keep clear trees, brush or undergrowth therefrom and all other obstructions that might endanger or interfere therewith, together with the right of ingress and egress thereto, on over, upon, under, and across the following described real property situate, lying and being in the County of Martin, State of Florida to-wit...”

17. Kissimmee Utility Authority - Utility Holds Property Owner Harmless
“That for and in consideration of the sum of $10.00 DOLLARS and other valuable considerations, in hand paid to the Grantor by the Grantee, receipt whereof is hereby acknowledged, said Grantor does hereby grant, bargain, sell, convey and quitclaim to said Grantee, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said Grantee, its successors or assigns, to erect, construct, operate and maintain a line or lines for the transmission and/or distribution of electric energy, for the transmission of information via fiber optic lines and/or any other purposes of the Grantee for which said line or lines can be used without exceeding the boundaries of said right of way and easement thereover for any and all purposes for which electric energy is now or may hereafter be used, and for any and all other purposes of the grantee consistent with this right of way and easement..."
"...Grantee will be responsible for, and will indemnify, save harmless and defend Grantor against and from all claims and suits for, and all liability loss or expense ensuing from, or incidental to or in connection with, damage to, or loss of any property of Grantor, Grantee, the agents, servants, licensees contractors, invitees or employees of either or any Person and indemnify against and from all claims and suits for, all liability, loss or expense arising out of, or incidental to or in connection with injury to or death of persons, including agents, servants, contractors, licensees, invitees, or employees of Grantor or Grantee, or any other person, if damage, loss, injury or death arise in any manner, directly or indirectly, out of, or incidental to, or in connection with the granting of this Easement, except when such losses and damages are due to the negligence of Grantor, his successors, assigns, lessees, licensees and agents, or third parties.

Nothing contained in this Easement Deed shall either constitute or be construed as a waiver by Grantee of the sovereign immunity it enjoys under Florida Statutes, Section 768.28, and the accompanying limitations of liability applicable to Grantee thereunder...”

18. Lee County, Florida - No Hold Harmless clause

"THIS INDENTURE, made and interred into this 4th of June 1992, between SIX MILE INVESTMENT, INC. Owner, hereinafter referred to as GRANTOR, and LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as GRANTEE.

1. For and in consideration of the sum of ONE DOLLAR ($1) and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grant and transfers to GRANTEE, its successors and assigns, the use of a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend, and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations, and appurtenances to be located on, under, across and through the easement which is located on the property described (Exhibit "A") with the additional right, privilege and authority to remove, replace, repair and enlarge said system..."

19. New Smyrna Beach Utilities Commission - No Hold Harmless clause

"A. Grantor is the owner of certain real property located at

______________, New Smyrna Beach, Florida.

B. Grantee is the utilities entity which provides services on and over the property located at, New Smyrna Beach, Florida.

C. Grantor desires to grant to Grantee a perpetual non-exclusive easement and right-of-way for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of water, wastewater, irrigation water, electric, and general utility facilities, which shall run with the land for the Utilities Commission, City of New Smyrna Beach, which
supplies facilities or provides utility service, and its respective successors and assigns. Additional utility easements may be reserved as shown by legend on the plat, together with the right of ingress and egress for the purpose of constructing, maintaining, using, repairing, replacing, reconstructing, inspecting and removing utility lines...

20. Oakland Park, Florida - Minor Hold Harmless clause

"On this ____ day of ____, 20__, that having an address of _________ ("Grantor"), expressly grants an easement to the City of Oakland Park, a municipal corporation of the State of Florida, having an address at 3650 N.E. 12th Avenue, Oakland Park, Florida, 33334, (hereinafter "Grantee"), subject to the following provisions and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations paid by Grantee to Grantor, receipt of which is hereby acknowledged by both parties.

Grantor is the fee simple owner of that parcel of real property, a legal description and sketch of which is attached hereto as Exhibit "A", and incorporated by reference herein, (hereinafter "the servient estate").

Grantor hereby grants, bargains and sells to Grantee, its successors and assigns, a perpetual easement under, over and upon a portion of the servient estate, a legal description of which is attached hereto as Exhibit "B" and incorporated by reference herein, (hereinafter "the easement area").

Grantee may use the easement area for laying, installing, maintaining, operating and altering of water lines and appurtenant facilities, sewer lines and appurtenant facilities as well as for surface water storm drainage, and for other comparable public utility purposes.

Grantee shall have the right to remove any natural or man-made obstructions placed on the easement, which impede the easement herein granted, or the exercise of the rights thereunder.

Grantor shall hold Grantee harmless from and against all claims, liability and expense arising from the aforesaid removal of obstructions, including the expense of removing, relocating, restoring and replacing same..."

21. Ocala Utility Services - Electric services - Minor Hold Harmless clause

"WITNESSETH, that, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and services and communication services, said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida...

...GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from
interference with GRANTEE’S facilities by GRANTOR or by GRANTOR’S agents or employees…”

22. St. Johns County, Florida - Minor Hold Harmless clause

“That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground (The following list should only include the items of the system which pertain to the specific project. Please delete the items that do not apply), water distribution system, gravity sewer collection system, lift stations & sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as “Utility Lines and Associated Equipment”) over and upon the real property described on Exhibit A attached hereto (the “Easement Area”); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area). This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

2.(c) Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals…”

23. Town of Davie, Florida - No Hold Harmless clause

“The grantors hereby grant and convey to the Town of Davie a perpetual utility easement (which can be over, under and across the easement premises), including the right to ingress and egress to the easement, for construction, reconstruction, alteration, maintenance and repair (to the extent the Town of Davie considers desirable) of pipes and other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities, the easement premises being described as follows which are located in Broward County, Florida . . .”
Grantor and the District waive the right to commence and/or maintain a claim or cause of action against the other for damages arising out of this easement except for those sustained as a direct result of the other’s negligence.

The District shall require that any and all contractors it engages to install, maintain or repair the Grinder Pump System shall procure insurance in accordance with the District’s standard practice to cover the District’s and its contractor’s installation, repair or maintenance of the Grinder Pump System and other activities on the Grantor’s property.
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: June 18, 2013  
Agenda Item No. 3

[ ] PUBLIC HEARING  
[X] RESOLUTION

[ ] DISCUSSION  
[ ] BID/RFP AWARD

[X] ACTION ITEM  
[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Resolution 19-06-13 Resolution to remove AK1548464 from 2009 Assessment Roll.

RECOMMENDED MOTION/ACTION: Approval of Resolution No. 19-06-13

Approved by General Manager

Date: [Signature]

Originating Department: Finance  
Costs: $0
Funding Source: n/a
Attachments: Resolution 19-06-13

Department Review:
[ ] District Counsel
[ ] General Manager
[ ] Finance

[ ] Engineering
[ ] Clerk
[Operations]

Advertised:
Date: [Signature]
Paper: [Signature]
[X] Not Required

Summary Explanation/Background: This resolution removes a property that was purchased by Monroe County Land Authority for conservation from the 2009 Assessment Roll.

Note that the assessment will not be refunded pursuant to Board direction.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
RESOLUTION NO. 19-06-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING DESIGNATION OF ONE TAX PARCEL AS A
PARCEL EXCLUDED FROM THE 2009 NON-AD
VALOREM ASSESSMENT; AND PROVIDING FOR
APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Monroe County Comprehensive Plan Land Authority has
submitted documentation showing that the parcel(s) described herein has been
purchased for conservation, and are not capable of being improved with facilities
that will generate wastewater; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT
DISTRICT;

Section 1.
PARCEL ID: 00448820-000000
AK NO.: 1548464
PARCEL DESCRIPTION: BK 5 LT 30 HARRIS OCEAN PK ESTATES KEY LARGO

Section 2.
The Key Largo Wastewater Treatment District Board of Commissioners does hereby exclude the deleted tax parcel(s) designated above from the Key Largo Wastewater Treatment District's 2009 Non-ad Valorem Assessment in accordance with the provisions and requirements outlined in Resolution No. 06-03-13

Section 3.
APPLICABILITY AND EFFECTIVE DATE.
This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 18th DAY OF JUNE 2013
The foregoing Resolution was offered by Commissioner ______________________, who moved its approval. The motion was seconded by Commissioner ________________, and being put to a vote the result was as follows:

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<tr>
<th>Commissioner</th>
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<td>Commissioner Norman Higgins</td>
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<td>Commissioner Andrew Tobin</td>
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<td>Chairman Robert Majeska</td>
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The Chairman thereupon declared Resolution No. 19-06-13 duly passed and adopted the 18th day of June, 2013.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: __________________________
    Chairman Robert Majeska

ATTEST: Approved to as to form and legal sufficiency

______________________________
Carol Walker, District Clerk

______________________________
General Counsel, Ray Giglio

SEAL
June 5, 2013

Carol Walker, District Clerk
Key Largo Wastewater Treatment District
PO Box 491
Key Largo, FL 33037

Re: MCLA Conservation Lands
Block 5, Lot 30, Harris Ocean Park Estates (AK 1548464 / RE 00448820-000000)

Dear Ms. Walker:

This letter will confirm that the above referenced parcel is now titled in the Monroe County Comprehensive Plan Land Authority and was acquired as conservation land. Conservation lands acquired by the Authority will be maintained as natural areas, will not be developed, will not generate wastewater, and therefore will not need a connection to the Key Largo Wastewater Treatment District wastewater system. Accordingly, I am requesting that the subject parcel be removed from the KLWTD assessment roll.

Please contact me should you require any additional information regarding this matter.

Sincerely,

Mark J. Rosch
Executive Director
AK# 1548464

Mahoney Real Estate 3 LLC

Printed: Jun 05, 2013

DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.
Agenda Request Form

Meeting Date: June 18, 2013

Agenda Item No. 4

[ ] PUBLIC HEARING

[ ] RESOLUTION

[ ] DISCUSSION

[ ] BID/RFP AWARD

[X] GENERAL APPROVAL OF ITEM

[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Resolution retiring rates resolution and amending District Rules and Regulations to incorporate rules and procedures for rates, billing, and disputes.

RECOMMENDED MOTION/ACTION: Approval of Staff Recommendation (See Summary / Background)

Approved by General Manager _____ Date: 6/16/2013

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<th>Originating Department:</th>
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<th>Department Review:</th>
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<td>[ ] District Counsel</td>
<td>1. Resolution 20-06-13</td>
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| [ ] Engineering       |
| [ ] Clerk             |

| Advertised: |
| Date: | Paper: |
| [x] Not Required |

Summary Explanation/Background:

Staff recommendation is to approve Resolution 20-06-13.

Resolution 20-06-13 (previously brought before the Board as Resolution XX-YY-ZZ) will retire the Rates Resolution and amend the Rules and Regulations to incorporate

Resulting Board Action:

- □ Approved
- □ Tabled
- □ Disapproved
- □ Recommendation Revised

Prepared: 03/07/2012
RESOLUTION NUMBER 20-06-13

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT RETIRING RESOLUTION NO. 16-10-10 REGARDING MONTHLY RATES AND CHARGES FOR WASTEWATER COLLECTION, TRANSMISSION, TREATMENT, AND DISPOSAL AND AMENDING THE KEY LARGO WASTEWATER TREATMENT DISTRICT RULES AND REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 15, 2006, the District adopted Resolution No. 05-02-06 establishing initial monthly rates and charges for wastewater service; and

WHEREAS, subsequently, the District has amended Resolution 05-02-06 a number of times, the last such amendment being on October 5, 2010 with the adoption of Resolution No. 16-10-10; and

WHEREAS, the District desires to amend the provisions of Resolution 16-10-10 to clarify and restate the methodology for establishing monthly rates and charges; and

WHEREAS, the District has sought and carefully considered advice from District staff and consultants regarding the anticipated costs of wastewater collection, transmission, treatment, and disposal; and

WHEREAS, the District desires to adopt and implement rates and charges to allocate among its customers the costs of wastewater collection, transmission, treatment, and disposal, including establishment of funds, as appropriate, for repair and replacement of facilities; and

WHEREAS, the District has adopted General Rules and Regulation and last amended the same on June 21, 2011; and

WHEREAS, the District has decided that it now be proper that the methodology for establishing monthly rates and charges and the provisions for the review and adjustment of such charges be adopted permanently as part of the Key Largo Wastewater Treatment District General Rules and Regulations.
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT THAT:

SECTION 1: The Key Largo Wastewater Treatment District Resolution No 16-10-10 dated October 5, 2010 be hereby retired effective immediately.

SECTION 2: The table of contents of the Key Largo Wastewater Treatment District General Rules and Regulations as last amended on June 21, 2011 be amended to reflect all such changes amended by this Resolution per Attachment 1 of this Resolution.

SECTION 3: Section 5 Classes of Wastewater Services, of the Key Largo Wastewater Treatment District General Rules and Regulations as last amended on June 21, 2011, be rescinded.

SECTION 4: Section 9.03 Monthly Customer Fees, of the Key Largo Wastewater Treatment District General Rules and Regulations as last amended on June 21, 2011, be renamed “Fees and Charges for Wastewater Service” and otherwise amended per Attachment 2 of this Resolution.

SECTION 5: Section 10.06 Billing Disputes; Mistakes, of the Key Largo Wastewater Treatment District General Rules and Regulations as last amended on June 21, 2011, be renamed “Adjustment of Fees and Charges” and otherwise amended per Attachment 3 of this Resolution.

SECTION 6: Article XI. Definitions and Construction of Terms, of the Key Largo Wastewater Treatment District General Rules and Regulations as last amended on June 21, 2011, be amended per Attachment 4 of this Resolution.
**EFFECTIVE DATE.** This Rate Resolution shall take effect immediately upon its adoption by the District.

The foregoing RESOLUTION was offered by Commissioner ________________, who moved its approval. The motion was seconded by Commissioner ________________, and being put to a vote, the result was as follows:

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<tr>
<td>Chairman Robby Majeska</td>
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<td>Commissioner Steven Gibbs</td>
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<td>Commissioner Andrew Tobin</td>
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The Chairman thereupon declared Resolution 20-06-13 duly passed and adopted the 18th day of June 2013.

**KEY LARGO WASTEWATER TREATMENT DISTRICT GOVERNING BOARD**

By ________________
Robby Majeska, Chairman

Attest: Approved as to form and content:

By ________________
Carol Walker, Board Clerk

By ________________
District Counsel
# Key Largo Wastewater Treatment District
## General Rules and Regulations

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provided. The amount determined will be no less than the amount of the original SDC assessment less the principal portions of any payments received by the District on account of annual assessments. In addition to the original SDC as adjusted under the preceding sentence, the District will add any amounts that the District is required to spend in order to provide a service connection to the tax parcel. The total of the original SDC and the additional amounts will be the adjusted SDC. The District will offer the owner of the tax parcel to pay the amount of the adjusted SDC as a lump sum, or to pay it in the form of annual assessments, including charges normally associated with assessments, over a period of 20 years.  

Section 9.03 Fees and Charges for Wastewater Service

(1) Monthly base charge for Customers receiving water from FKAA:

(i) For each customer that is the sole FKAA customer owning or occupying a tax parcel assessed by the District and connected to a collection system, transmission main, or other piping operated and maintained by the District, the Monthly Base Charge is $33.60 per Dwelling Unit or Equivalent Dwelling Unit reflected in the most recent assessment of the tax parcel.

(ii) For each customer that is one of several FKAA customers occupying a tax parcel assessed by the District and connected to a collection system, transmission main, or other piping operated and maintained by the District the Monthly Base Charge is $33.60 multiplied by the number of Dwelling Units or Equivalent Dwelling Units attributed to that customer.

(iii) For each FKAA customer owning or occupying a Tax Parcel that has not yet been assessed by the District, the District will calculate the number of Dwelling Units or Equivalent Dwelling Units attributable to the Tax Parcel and to the Customer in the manner provided in the District’s most recent final Non-Ad Valorem Assessment Resolution, and will calculate the Customer’s Monthly Base Charge on that basis until the District has assessed that Tax Parcel. After the District has assessed that Tax Parcel, the Monthly Base Charge for that Customer will be calculated in the manner provided in other paragraphs of this section.

(iv) In addition to the Monthly Base Charges provided herein, the District may impose BOD surcharges as provided in Section 9.04 below.

(v) For FKAA meters coded as Fire or Irrigation meters, there will be no Monthly Base Charge.

(vi) The Monthly Base Charge for a Laundromat is $33.60.

(2) Monthly volumetric charge for Customers receiving water from FKAA:

(i) For each FKAA Customer with a residential use meter, the Monthly Volumetric Charge is $5.27 per 1,000 gallons of water billed, as reflected on the Customer’s FKAA monthly statement. The maximum monthly volume for which the Monthly Volumetric Charge will be billed is 12,000 gallons per residential dwelling unit.

(ii) For each FKAA Customer with a non-residential use meter, the Monthly Volumetric Charge is $5.27 per 1,000 gallons of water billed, as reflected on the Customer’s FKAA monthly statement. There is no maximum monthly volume for which the Monthly Volumetric Charge will be billed on non-residential use meters.

(iii) For water meters coded in FKAA records with a location class that indicates that the water be used solely for fire or irrigation, there will be no Monthly Volumetric Charges.

Subsection 9.02(2)(iv) added by resolution on 6/21/11.

Section 9.03 Amended by resolution 20-06-13 on 6/18/2013 and supersedes resolution 16-10-10
(3) Alternative water supply, wastewater service monthly charge: The District will charge a flat fee of $44.14 per month for Alternative Water Supply Wastewater Service.

(4) Deferral of wastewater service fees:

(i) If, under the provisions of Section 4.02(3), the Customer's Premises is improved with one or more buildings capable of generating wastewater that would enter the District's Wastewater Facilities, but no building on the Premises is capable of being used in a manner that might generate wastewater, the Customer may apply for a temporary deferral of wastewater monthly billing.

(ii) Approval of deferrals applied for under the provisions of this section are at the sole discretion of the General Manager.

(iii) Upon approval, such deferral shall expire the earlier of

1) such date as the Monroe County Building Department issues a certificate of occupancy (CO) OR;

2) such date as the Customer reconnects to the central wastewater system OR;

3) sixty (60) calendar days.

(iv) Damages to a premise caused by natural disasters including but not limited to hurricane, storm damage or flood do not apply to this provision.

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

(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;
(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 Adjustment of Fees and Charges

(1) Adjustment of fees and charges for wastewater service: It is the policy of the District to permit Customers to question and seek adjustments to certain types of charges, as follows:

(i) Monthly Base Charges.

1) If a Customer occupying a portion of a Tax Parcel believes that their water usages should be recalculated due to one of the following conditions, the Customer may request an adjustment according to the provisions of this section:

a) CHANGE OF BUSINESS USE: If, as a result of a change of business occupation, the use of a portion of a particular Tax Parcel shall change, upon the Customer's request, the District will recalculate the EDU assignment for that Customer by applying the new classification that describes the new use of the portion of that Tax Parcel. If necessary, the District will use a reasonable method to estimate the projected water use of the Tax Parcel by using available data or an estimating methodology that is generally applied in the State of Florida for such purposes. Should a change be merited, all tenants of that particular Tax Parcel would be subject to review initiated by the District.

b) CHANGE OF DWELLING USE: If, as a result of a lawful conversion of a portion of a particular Mixed-Use Tax Parcel from a non-residential unit to a Dwelling Unit or from a Dwelling Unit to a non-residential unit, the Customer requests a review by the District, the District will recalculate the EDU Assignment for the portion of the entire Tax Parcel applicable to the Customer's request. If necessary, the District will use a reasonable method to estimate the projected water use of the Tax Parcel by using available data or an estimating methodology that is generally applied in the State of Florida for such purposes. Should a change be merited, all tenants of that particular Tax Parcel would be subject to review initiated by the District.

c) PATTERN OF USAGE CHANGE: If the Customer believes that the long-term pattern of actual water consumption is greater or less than the billed water use, the Customer may request that the District review and if appropriate, adjust the EDU assignment for that portion of the particular Tax Parcel applicable to the Customer's request. Should a change be merited, all tenants of that particular Tax Parcel would be subject to review initiated by the District.

2) If a Customer is the sole occupant of a Tax Parcel for which the non-ad valorem Assessment changes due to a Customer or District initiated request for review pursuant to the applicable assessment resolution pertaining to that parcel, the monthly base charge for the Customer will be adjusted prospectively to reflect that recalculation.

Section 10.06 Amended by resolution 20-06-13 on 6/18/2013 and supersedes resolution 16-10-10

Page 24
3) If such a change is incidental to the installation of an irrigation or fire meter, the Customer shall be entitled to a credit to their FKAA bill as follows and under the following conditions:

a) The Customer must request a credit in writing to the District Assessment Coordinator no earlier than twelve (12) months after such irrigation or fire meter is installed. In addition to the provisions of Section 10.06(2) below, included with such request must be:

i) Proof of installation of the irrigation or fire meter.

ii) Proof that FKAA has approved the installation of the irrigation or fire meter and has adjusted your FKAA water bill to reflect the same.

iii) The twelve (12) most recent months of FKAA water bills following the installation of the irrigation or fire meter reflecting the adjusted billing.

iv) An EDU assignment will be recalculated based upon the methodology in the latest applicable assessment resolution associated with the Tax Parcel using the twelve (12) months of adjusted data listed in item (iii) above.

v) The procedures from Section 10.06(2)(iv) and 10.06(2)(v) below shall govern the request.

vi) Should the final determination of the Board be to approve such request, the Customer is entitled to a calculated partial credit for wastewater base charges for the twelve (12) month period listed in item (iii) above:

vii) Such credit shall be calculated by applying the number of EDUs calculated on the updated water flow to the period calculated in paragraph (iii) above and deducting that from the actually base charge billing for the same period. Only months where a wastewater base charge was billed shall be eligible for a partial credit.

b) If the Board approves the Customer's request, the Customer's account will be automatically reviewed annually for the two years following the request using twenty four and thirty six months of data respectively. The EDU assignment shall be adjusted through the procedures outlined in Section 10.06(2)(iv) and 10.06(2)(v) below based upon those subsequent reviews. The Customer shall NOT be entitled to further credits (or back charges) based on those reviews.

c) Should it be determined that a Customer is using an irrigation or fire meter specifically to avoid wastewater charges by using such meters to provide potable water services which may be introduced into the wastewater system:

i) The Customer's account will be automatically reviewed based upon water usage of all meters, including those being improperly used for potable water.

ii) The billing will be adjusted from the time of original appeal forward and the customer shall be responsible for the adjust increase billing retroactively.

iii) District Staff will notify FKAA of such findings and the Customer may face further fees or penalties as are levied by FKAA.

iv) Such a violation is considered by the District as "Tampering" and shall be subject to additional fees and actions as outlined in Section 9.05 above.
(ii) Monthly Volumetric Charge. Except under one of the circumstances below and at the sole discretion of the General Manager, there shall be no adjustment of a Monthly Volumetric Charge for any given month. They include:

1) The Customer provides proof of and FKAA confirms an error in the meter reading.

2) The Customer has properly filed for and successfully obtained a credit from FKAA under the FKAA Leak Abatement Program. The credit of wastewater charges shall be calculated based upon $5.27 times the number of gallons that the FKAA has credited as part of their abatement credit divided by 1,000.

(2) Procedures for District review: .

(i) A Customer may request adjustment of monthly charges at any time within sixty (60) days after the date of a bill for wastewater Service. The District shall not be obligated to make any adjustment of monthly charges unless a written request is received within sixty (60) days of the bill date, unless otherwise addressed in the provisions of this Section. The District may initiate a review and possible adjustment of monthly charges at any time.

(ii) A Customer request for review must contain:

1) A concise statement of the facts upon which the owner bases the request for review, including a statement of all disputed issues of material fact. If there are no disputed issues of material fact, the request must so indicate;

2) The rules, statutes, and other legal authority that the owner contends form the basis for relief;

3) A demand for the relief which the owner believes is appropriate; and

4) Such other information which the owner believes to be material to the request for review.

(iii) The request for review must be delivered to the District Customer Service Department where, upon receipt, it shall be appropriately logged and time stamped. Acceptable methods of delivery include US Postal Service or other third party delivery service, facsimile, electronic mail (e-mail) or in person.

(iv) The District staff shall review the request using the following process:

1) District Staff will exercise due diligence to undertake review of a Customer request promptly. If practicable, District staff will issue a recommended decision to the Board within fifteen (15) Business Days after receipt of a completed Customer request for review.

2) At any time prior to or during staff review, the District may conduct one or more informal discussions with the owner, and may request additional information and documentation. A requested is not considered completed until after all additionally requested documentation has been submitted to the District.

3) The Assessment Coordinator will review the EDU assignment of the Customer's account, using the methodology provided in the most recent non-ad valorem Assessment resolution under which the District assessed the Tax Parcel. If the Customer's account is one of two or more accounts for service on a single Tax Parcel and the Assessment Coordinator finds that there is sufficient evidence to change the EDU
assignment for the requested account, the Assessment Coordinator will also review the EDU assignment for the entire Tax Parcel and all other Customer accounts for service on the Tax Parcel.

a) If the review results in a recommended increase in the EDU assignment for the Tax Parcel, the Assessment Coordinator will submit the increase to the Board for review under Paragraph (v), below. If the Board accepts the increased EDU assignment, the increased EDU assignment will apply to all future monthly charges and to all future non-ad valorem Assessments for the Tax Parcel.

b) If the review results in a recommendation of no change in the EDU assignment for the Tax Parcel, but results in a recommendation of a change in the EDU assignment for the account of the Customer, the Assessment Coordinator will submit the change to the Board for review under Paragraph (v), below.

c) If the review results in a recommendation for reduction of the EDU assignment for the account of a Customer, the General Manager may at the General Manager's discretion, grant temporary relief to the Customer by reducing the Customer's EDU assignment for future monthly billings to the recommended number of EDU's. Upon Board action to approve, reject, or amend the recommended reduction, the District will retroactively adjust monthly billings from the date of temporary relief.

d) The District Clerk will mail a copy of the recommended decision to the Customer who requested the review, the Owner of the Tax Parcel and all other Customers of that Tax Parcel receiving FKAA Billing whose EDU assignment would be affected by the change at the same time as the recommended decision is submitted to the Board.

(v) Board Review. Upon issuance of the recommended decision by Staff, the District Clerk will place the recommended decision on the Board agenda for a meeting not less than thirty (30) days after issuance of the recommended decision. Within fifteen (15) days after mailing of the recommended decision, the Owner of the affected Tax Parcel may request that the Board hold a public hearing on the request for review, specifying any disputed facts that the Owner considers to be material to the decision. During the meeting at which the Board is scheduled to consider the request for review, the Board may decide to accept or modify the recommended decision, or, if the Board concludes that there are disputed issues of material fact, the Board may schedule a public hearing on the request for review. The Board’s decision to accept or modify the recommended decision, or the Board’s decision on the request for review after a public hearing, shall be the final District action on the request for review.
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.

"Alternative Water Supply Wastewater Service" means Wastewater Service to a property that is used exclusively for residential purposes and that receives potable water by a means other than the customer's FKAA water meter. An example of Alternative Water Supply Wastewater Service is Wastewater Service to a home that uses a rainwater collection system for its potable water supply.

"Assessed Dwelling Unit" means a single unit designated or intended for one-family occupancy (a household of one or more persons), including, but not limited to, one single-family house, one-half of a duplex, one apartment, one residential condominium unit (whether in a single-unit building or a multiple-unit building), or one mobile home or recreational vehicle space not regulated under Chapter 513, F.S. An Employee Housing Unit that is part of a Commercial Accommodation facility is not a Dwelling Unit.

"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 Key Largo Wastewater Treatment 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.

Definition added by resolution 20-06-13 on 6/18/2013.
Definition added by resolution 20-06-13 on 6/18/2013.
Definition added by Rule Change #16 on 8/26/06.
"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.


"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.

"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.
“Dwelling Unit” means a single unit designated or intended for one-family occupancy (a household of one or more persons), including, but not limited to, one single-family house, one-half of a duplex, one apartment, one residential condominium unit (whether in a single-unit building or a multiple-unit building), or one mobile home or recreational vehicle space not regulated under Florida Statutes, Chapter 513. An Employee Housing Unit that is part of a Commercial Accommodation facility is not a Dwelling Unit.

“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.

“Equivalent Dwelling Unit” or “EDU” means a system capacity equivalency unit corresponding to an average of one hundred and sixty-seven (167) gallons per day of potable water usage.

“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.

“FKAA” means the Florida Keys Aqueduct Authority.

“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.

“Laundromat” means a stand-alone laundry business that provides self-service and non-self-service laundry facilities to the public, consisting of washing machines, dry cleaning machines, and clothing dryers, in any combination. “Laundromat” does not include laundry facilities that are located in or otherwise associated with a Commercial Accommodation.

“Monthly Base Charge” means the monthly recurring charge based on the ESU assignment of the billed entity and charged as described in Section 9.03(2)(i).

“Monthly Volumetric Charge” means the monthly charge based upon the volume of potable water used by the billed entity and charged as described in Section 9.03(2)(ii).

---------- Definition added by resolution 20-06-13 on 6/18/2013.
---------- Definition added by resolution 20-06-13 on 6/18/2013.
---------- Definition added by resolution 20-06-13 on 6/18/2013.
---------- Definition added by resolution 20-06-13 on 6/18/2013.
“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.

"Single-Lot Common Interest Property" means one or more parcels of land which:

(i) Have been made subject to a declaration of condominium under Chapter 718, Florida Statutes, or which are committed to a co-operative association under Chapter 719, Florida Statutes, or which are located on one or more parcels of land covered by a long-term master lease (99 years or more) and governed by a homeowners' association under Chapter 720, Florida Statutes; and

(ii) In which the units of ownership are land lots (as opposed to apartments, townhouses, or other structures) each of which is or can be developed with not more than one Dwelling Unit; and

(iii) In which the owner of each unit owns an undivided interest in specified common property, such as roads, club houses, marinas, or recreational facilities; and

(iv) In which each unit is assessed by the Monroe County Property Appraiser based on the value of the unit and a fractional share of the common property.

Definition added by resolution 20-06-13 on 6/18/2013.
“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.

“Wastewater Management Facilities” means all facilities acquired, designed, constructed, installed, reconstructed, renewed, or replaced by the District for the purpose of collecting, transporting, and treating wastewater and disposing of the byproducts of such treatment. In general, Wastewater Management Facilities may be characterized as one of three types: collection system, transmission main, and treatment plant.

***** Definition added by resolution 20-06-13 on 6/18/2013.
Memo

To: K LWTD Board  
From: Carol Walker, CMC  
Date: June 14, 2013  
Re: Rule & Regulation Changes

The attached show the changes made to the rules and regulations of the Exhibits to Resolution 20-06-13 with the changes highlighted.
benefit that the tax parcel will receive as a result of the wastewater service to be provided. The amount determined will be no less than the amount of the original SDC assessment less the principal portions of any payments received by the District on account of annual assessments. In addition to the original SDC as adjusted under the preceding sentence, the District will add any amounts that the District is required to spend in order to provide a service connection to the tax parcel. The total of the original SDC and the additional amounts will be the adjusted SDC. The District will offer the owner of the tax parcel to pay the amount of the adjusted SDC as a lump sum, or to pay it in the form of annual assessments, including charges normally associated with assessments, over a period of 20 years.

Section 9.03 Monthly Customer Fees and Charges for Wastewater Service.

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

(2) Monthly base charge for Customers receiving water from FKAA:

(i) For each customer that is the sole FKAA customer owning or occupying a tax parcel assessed by the District and connected to a collection system, transmission main, or other piping operated and maintained by the District, the Monthly Base Charge is $33.60 per Dwelling Unit or Equivalent Dwelling Unit reflected in the most recent assessment of the tax parcel. If the number of Dwelling Units or Equivalent Dwelling Units is fractional (e.g., 3.5), the Monthly Base Charge is equal to $33.60 multiplied by the number of Equivalent Dwelling Units rounded to the nearest tenth (e.g., the Monthly Base Charge for a customer with 3.49 Dwelling Units would be calculated using 3.50 as the number of Dwelling Units).

(ii) For each customer that is one of several FKAA customers occupying a tax parcel assessed by the District and connected to a collection system, transmission main, or other piping operated and maintained by the District, the Monthly Base Charge is $33.60 multiplied by the number of Dwelling Units or Equivalent Dwelling Units attributed to that customer. For example, (1) if the customer occupies one of four dwelling units in a tax parcel that was assessed for four Dwelling Units, the Monthly Base Charge for that customer is $33.60; or (2) if the customer occupies a portion of a non-residential property assessed on the basis of historical water flow, and the historical water flow through that customer's FKAA water meter indicates a flow of 2.1 Equivalent Dwelling Units, the Monthly Base Charge for that customer is $33.60 multiplied by 2.1, or $70.56.

(iii) For each FKAA customer owning or that occupies a tax parcel that has not yet been assessed by the District, the District will calculate the number of Dwelling Units or Equivalent Dwelling Units attributable to the tax parcel and to the customer in the manner provided in the District's most recent final District Non-Ad Valorem Assessment Resolution, and will calculate the customer's Monthly Base Charge on that basis until the District has assessed the tax parcel. After the District has assessed the tax parcel, the Monthly Base Charge for that customer will be calculated in the manner provided in other paragraphs of this section.

(iv) In addition to the Monthly Base Charges provided herein, the District may impose BOD surcharges as provided in Section 9.04 below, the District Rate Resolution.

(v) For FKAA meters coded as Fire or Irrigation meters, there will be no Monthly Base Charge.

### Subsection 9.02(2)(iv) added by resolution on 6/21/11.
The preceding Monthly Base Charges do not apply to Laundromats. The Monthly Base Charge for a Laundromat is $33.60.

Monthly volumetric charge for Customers receiving water from FKAA:

(i) For each FKAA Customer with a residential use meter, the Monthly Volumetric Charge is $5.27 per 1,000 gallons of water consumed billed, as reflected on the Customer’s FKAA water meter or meter monthly statement, provided that for a residential customer, the maximum monthly volume for which the Monthly Volumetric Charge will be charged billed is 12,000 gallons per residential dwelling unit.

(ii) For each FKAA Customer with a non-residential use meter, the Monthly Volumetric Charge is $5.27 per 1,000 gallons of water billed, as reflected on the Customer’s FKAA monthly statement. There is no maximum monthly volume for which the Monthly Volumetric Charge will be billed on non-residential use meters.

(iii) For water meters coded in FKAA records with a location class that indicates that the water be used solely for fire or irrigation, there will be no Monthly Volumetric Charges.

Alternative water supply, wastewater service monthly charge: The District will charge a flat fee of $44.14 per month for Alternative Water Supply Wastewater Service.

Deferral of wastewater service fees:

(i) If, under the provisions of Section 4.02(3), the Customer’s Premises is improved with one or more buildings capable of generating wastewater that would enter the District’s Wastewater Facilities, but no building on the Premises is capable of being used in a manner that might generate wastewater, the Customer may apply for a temporary deferral of wastewater monthly billing.

(ii) Approval of deferrals applied for under the provisions of this section are at the sole discretion of the General Manager.

(iii) Upon approval, such deferral shall expire the earlier of:

1) such date as the Monroe County Building Department issues a certificate of occupancy (CO) OR:

2) such date as the Customer reconnects to the central wastewater system OR:

3) sixty (60) calendar days.

(iv) Damages to a premise caused by natural disasters including but not limited to hurricane, storm damage or flood do not apply to this provision.

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.

Subsection 9.04(1) added by Resolution 18-10-10 on 10/05/10.
(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-Adjustment of Fees and Charges

(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.

(4) Adjustment of fees and charges for wastewater service: It is the policy of the District to permit Customers to question and seek adjustments to certain types of charges, as follows:

(i) Monthly Base Charges.

1) If a Customer occupying a portion of a Tax Parcel believes that their water usages should be recalculated due to one of the following conditions, the Customer may request an adjustment according to the provisions of this section:

a) CHANGE OF BUSINESS USE: If, as a result of a change of business occupation, the use of a portion of a particular Tax Parcel shall change, upon the Customer's request, the District will recalculate the EDU assignment for that Customer by applying the new classification that describes the new use of the portion of that Tax Parcel. If necessary, the District will use a reasonable method to estimate the projected water use of for the Tax Parcel by using available data or an estimating methodology that is generally applied in the State of Florida for such purposes. Should a change be merited, all tenants of that particular Tax Parcel would be subject to review initiated by the District.

b) CHANGE OF DWELLING USE: If, as a result of a lawful conversion of a portion of a particular Mixed-Use Tax Parcel from a non-residential unit to a Dwelling Unit or from a Dwelling Unit to a non-residential unit, the Customer requests a review by the District, the District will recalculate the EDU Assignment for the portion of the entire
Tax Parcel applicable to the Customer's request. If necessary, the District will use a reasonable method to estimate the projected water use of for the Tax Parcel by using available data or an estimating methodology that is generally applied in the State of Florida for such purposes. Should a change be merited, all tenants of that particular Tax Parcel would be subject to review initiated by the District.

c) PATTERN OF USAGE CHANGE: If the Customer believes that the long-term pattern of actual water consumption is greater or less than the billed water use, the Customer may request that the District review and if appropriate, adjust the EDU assignment for that portion of the particular Tax Parcel applicable to the Customer's request. Should a change be merited, all tenants of that particular Tax Parcel would be subject to review initiated by the District.

2) If a Customer is the sole occupant of a Tax Parcel for which the non-ad valorem Assessment changes due to a Customer or District initiated request for review pursuant to the applicable assessment resolution pertaining to that parcel, the monthly base charge for the Customer will be adjusted prospectively to reflect that recalculation.

3) If such a change is incidental to the installation of an irrigation or fire meter, the Customer shall be entitled to a credit to their FKAA bill as follows and under the following conditions:

a) The Customer must request a credit in writing to the District Assessment Coordinator no earlier than twelve (12) months after such irrigation or fire meter is installed. In addition to the provisions of Section 10.06(2) below, included with such request must be:

i) Proof of installation of the irrigation or fire meter.

ii) Proof that FKAA has approved the installation of the irrigation or fire meter and has adjusted your FKAA water bill to reflect the same.

iii) The twelve (12) most recent months of FKAA water bills following the installation of the irrigation or fire meter reflecting the adjusted billing.

iv) An EDU assignment will be recalculated based upon the methodology in the latest applicable assessment resolution associated with the Tax Parcel using the twelve (12) months of adjusted data listed in item (iii) above.

v) The procedures from Section 10.06(2)(iv) and 10.06(2)(v) below shall govern the request.

vi) Should the final determination of the Board be to approve such request, the Customer is entitled to a calculated partial credit for wastewater base charges for the twelve (12) month period listed in item (iii) above.

vii) Such credit shall be calculated by applying the number of EDUs calculated on the updated water flow to the period calculated in paragraph (iii) above and deducting that from the actually base charge billing for the same period. Only months where a wastewater base charge was billed shall be eligible for a partial credit.

b) If the Board approves the Customer's request, the Customer's account will be automatically reviewed annually for the two years following the request using twenty four and thirty six months of data respectively. The EDU assignment shall be adjusted through the procedures outlined in Section 10.06(2)(iv) and 10.06(2)(v) below based upon those subsequent reviews. The Customer shall NOT be entitled to further credits (or back charges) based on those reviews.
c) Should it be determined that a Customer is using an irrigation or fire meter specifically to avoid wastewater charges by using such meters to provide potable water services which may be introduced into the wastewater system:

i) The Customer's account will be automatically reviewed based upon water usage of all meters, including those being improperly used for potable water.

ii) The billing will be adjusted from the time of original appeal forward and the customer shall be responsible for the adjustment increase billing retroactively.

iii) District Staff will notify FKAA of such findings and the Customer may face further fees or penalties as are levied by FKAA.

iv) Such a violation is considered by the District as "Tampering" and shall be subject to additional fees and actions as outlined in Section 9.05 above.

(ii) Monthly Volumetric Charge. Except under one of the circumstances below and at the sole discretion of the General Manager, except for errors in meter readings, there shall be no adjustment of a Monthly Volumetric Charge for any given month. They include:

1) The Customer provides proof of and FKAA confirms an error in the meter reading.

2) The Customer has properly filed for and successfully obtained a credit from FKAA under the FKAA Leak Abatement Program. The credit of wastewater charges shall be calculated based upon $5.27 times the number of gallons that the FKAA has credited as part of their abatement credit divided by 1,000.

(5)(2) Procedures for District review: The District shall review and adjust charges to accounts using the procedures specified in the District Connection Policies.

(i) Time for Request. A Customer may request adjustment of monthly charges at any time within sixty (60) days after the date of a bill for wastewater Service. The District shall not be obligated to make any adjustment of monthly charges unless a written request is received within sixty (60) days of the bill date, unless otherwise addressed in the provisions of this Section. The District may initiate a review and possible adjustment of monthly charges at any time.

(ii) Contents of Request. A Customer request for review must contain:

1) A concise statement of the facts upon which the owner bases the request for review, including a statement of all disputed issues of material fact. If there are no disputed issues of material fact, the request must so indicate;

2) The rules, statutes, and other legal authority that the owner contends form the basis for relief;

3) A demand for the relief which the owner believes is appropriate; and

4) Such other information which the owner believes to be material to the request for review.

(iii) Filing Request. The request for review must be delivered or mailed to the District Customer Service Department Clerk, where, upon receipt, it shall be appropriately logged and time stamped. The District Clerk will log in the request for review. Acceptable
methods of delivery include US Postal Service or other third party delivery service, facsimile, electronic mail (e-mail) or in person.

(iv) Review by District Staff. The District staff shall review the request using the following process:

1) District Staff will exercise due diligence to undertake review of a Customer request promptly. If practicable, District staff will issue a recommended decision to the Board within seven (7)—fifteen (15) Business Days after receipt of a completed Customer request for review.

2) At any time prior to or during staff review, the District may conduct one or more informal discussions with the owner, and may request additional information and documentation. A requested is not considered completed until after all additionally requested documentation has been submitted to the District.

3) The Assessment Coordinator will review the EDU assignment of the Customer’s account, using the methodology provided in the most recent non-ad valorem Assessment resolution under which the District assessed the Tax Parcel. If the Customer’s account is one of two or more accounts for service on a single Tax Parcel and the Assessment Coordinator finds that there is sufficient evidence to change the EDU assignment for the requested account, the Assessment Coordinator will also review the EDU assignment for the entire Tax Parcel and all other Customer accounts for service on the Tax Parcel.

a) If the review results in a recommended increase in the EDU assignment for the Tax Parcel, the Assessment Coordinator will submit the increase to the Board for review under Paragraph (v), below. If the Board accepts the increased EDU assignment, the increased EDU assignment will apply to all future monthly charges and to all future non-ad valorem Assessments for the Tax Parcel.

b) If the review results in a recommendation of no change in the EDU assignment for the Tax Parcel, but results in a recommendation of a change in the EDU assignment for the account of the Customer, the Assessment Coordinator will submit the change to the Board for review under Paragraph (v), below.

c) If the review results in a recommendation for reduction of the EDU assignment for the account of a Customer, the General Manager may at the General Manager’s discretion, grant temporary relief to the Customer by reducing the Customer’s EDU assignment for future monthly billings to the recommended number of EDU’s. Upon Board action to approve, reject, or amend the recommended reduction, the District will retroactively adjust monthly billings from the date of temporary relief.

d) The District Clerk will mail a copy of the recommended decision to the Customer who requested the review, the Owner of the Tax Parcel and all other Customers of that Tax Parcel receiving FKAA Billing whose EDU assignment would be affected by the change at the same time as the recommended decision is submitted to the Board.

(v) Board Review. Upon issuance of the recommended decision by Staff, the District Clerk will place the recommended decision on the Board agenda for a meeting not less than thirty (30) days after issuance of the recommended decision. Within fifteen (15) days after mailing of the recommended decision, the Owner of the affected Tax Parcel may request that the Board hold a public hearing on the request for review, specifying any disputed facts that the Owner considers to be material to the decision. At-During the meeting at which the Board is scheduled to consider the request for review, the Board may decide to accept or modify the recommended decision, or, if the Board concludes
that there are disputed issues of material fact, the Board may schedule a public hearing on the request for review. The Board's decision to accept or modify the recommended decision, or the Board's decision on the request for review after a public hearing, shall be the final District action on the request for review.
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.

"Alternative Water Supply Wastewater Service" means Wastewater Service to a property that is used exclusively for residential purposes and that receives potable water by a means other than the customer's FKAA water meter. An example of Alternative Water Supply Wastewater Service is Wastewater Service to a home that uses a rainwater collection system for its potable water supply.

"Assessed Dwelling Unit" means a single unit designated or intended for one-family occupancy (a household of one or more persons), including, but not limited to, one single-family house, one-half of a duplex, one apartment, one residential condominium unit (whether in a single-unit building or a multiple-unit building), or one mobile home or recreational vehicle space not regulated under Chapter 513, F.S. An Employee Housing Unit that is part of a Commercial Accommodation facility is not a Dwelling Unit.

"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 Key Largo Wastewater Treatment 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.

***** Definition added by Rule Change #16 on 8/26/06.
“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.


“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.

“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.

“Dwelling Unit” means a single unit designated or intended for one-family occupancy (a household of one or more persons), including, but not limited to, one single-family house, one-half of a duplex, one apartment, one residential
condominium unit (whether in a single-unit building or a multiple-unit building), or one mobile home or recreational vehicle space not regulated under Chapter 513, F.S. An Employee Housing Unit that is part of a Commercial Accommodation facility is not a Dwelling Unit.

"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.

"Equivalent Dwelling Unit" or "EDU" means a system capacity equivalency unit corresponding to an average of one hundred and sixty-seven (167) gallons per day of potable water usage.

"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.

"FKAA" means the Florida Keys Aqueduct Authority.

"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.

"Laundromat" means a stand-alone laundry business that provides self-service and non-self-service laundry facilities to the public, consisting of washing machines, dry cleaning machines, and clothing dryers, in any combination. "Laundromat" does not include laundry facilities that are located in or otherwise associated with a Commercial Accommodation.

"Monthly Base Charge" means the monthly recurring charge based on the ESU assignment of the billed entity and charged as described in Section 9.03(2)(i).

"Monthly Volumetric Charge" means the monthly charge based upon the volume of potable water used by the billed entity and charged as described in Section 9.03(2)(ii).

"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.

“Single-Lot Common Interest Property” means one or more parcels of land which:

(i) Have been made subject to a declaration of condominium under Chapter 718, Florida Statutes, or which are committed to a co-operative association under Chapter 719, Florida Statutes, or which are located on one or more parcels of land covered by a long-term master lease (99 years or more) and governed by a homeowners’ association under Chapter 720, Florida Statutes; and

(ii) In which the units of ownership are land lots (as opposed to apartments, townhouses, or other structures) each of which is or can be developed with not more than one Dwelling Unit; and

(iii) In which the owner of each unit owns an undivided interest in specified common property, such as roads, club houses, marinas, or recreational facilities; and

(iv) In which each unit is assessed by the Monroe County Property Appraiser based on the value of the unit and a fractional share of the common property.

“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.

“Wastewater Management Facilities” means all facilities acquired, designed, constructed, installed, reconstructed, renewed, or replaced by the District for the purpose of collecting, transporting, and treating wastewater and disposing of the byproducts of such treatment. In general, Wastewater Management Facilities may be characterized as one of three types: collection system, transmission main, and treatment plant.
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: June 18, 2013

[ ] PUBLIC HEARING [X] RESOLUTION

[ ] DISCUSSION [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Exemption of Tier 1 Parcel - AK#1550434

RECOMMENDED MOTION/ACTION: Approval of Staff Recommendation (See Summary / Background)

Approved by General Manager

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Costs: See Chart</th>
<th>Attachments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service</td>
<td>Funding Source: Future Assessment Revenue</td>
<td>1. Map</td>
</tr>
<tr>
<td></td>
<td>Acct. #</td>
<td>2. Resolution</td>
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<tr>
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<tr>
<td>[X] General Manager</td>
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<td>[ ] Finance</td>
</tr>
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</table>

| [ ] Engineering |
| [ ] Clerk |

Advertised:

<table>
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<tr>
<th>Date:</th>
<th>Paper:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/14/2013</td>
<td>[X] Not Required</td>
</tr>
</tbody>
</table>

Summary Explanation/Background:

Staff recommends exemption of parcel listed above in accordance with KLWTD Rules and Regulations Section 9.05(2)(iii).

Key Largo Wastewater Treatment District Rules and Regulations Section 9.02(2)(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."

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
</tr>
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<tbody>
<tr>
<td>2012</td>
<td>274.44*</td>
</tr>
<tr>
<td>2011</td>
<td>274.44*</td>
</tr>
<tr>
<td>2010</td>
<td>260.00*</td>
</tr>
<tr>
<td>2009</td>
<td>260.00</td>
</tr>
<tr>
<td>Total</td>
<td>1069.54</td>
</tr>
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</table>

*In tax certificate and will be reimbursed to owner once tax certificates are satisfied

Resulting Board Action:

- Approved
- Tabled
- Disapproved
- Recommendation Revised

Prepared: 03/07/2012
RESOLUTION NO. 21-06-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REMOVAL OF ONE TAX PARCEL
FROM THE 2009 NON-AD VALOREM ASSESSMENT;
AND PROVIDING FOR APPLICABILITY AND AN
EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District (hereinafter “District”) has
determined that it will not provide wastewater infrastructure to serve the Tax Parcel shown in
Section 1; and

WHEREAS, The District has previously levied Non-Ad Valorem Assessments for the Tax year 2009 for the Parcel shown in Section 1; and

WHEREAS, The District desires to cause refunds and/or credits to be made for all payments made on account of non-ad valorem assessments levied against the parcel;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT:

Section 1.
PARCEL ID: 00450800-00000000
AK NO.: 1550434
PARCEL DESCRIPTION: BK 11 LT 18 HARRIS OCEAN PK ESTATES FIRST ADDN KEY LARGO PB4-139 OR1068-761 OR1118-528AFF OR1068-762D/C OR1540-840/841AGREE(LG)

Section 2. The Key Largo Wastewater Treatment District Board of Commissioners does hereby exclude the deleted tax parcel designated above from the Key Largo Wastewater Treatment District’s 2009 Non-ad Valorem Assessment, provided that if the District in its sole discretion later provides Wastewater Service to any of the Excluded Parcels, the then-current owner(s) shall be required to pay to the District all direct and indirect costs and expenses, including, but not limited to, an amount fairly representing the special benefit that the Tax Parcel(s) will receive, as determined by the District. The amount charged at the time of later connection is expected to be significantly greater than the 2009 non-ad valorem assessment.

Section 3. The District hereby authorizes the Monroe County Tax Collector to credit the Tax Parcels shown in Section 1 with all payments received on account of them, following the Monroe County Tax Collector’s standard methodology as directed by the District.

Section 4. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners

RESOLVED AND ADOPTED THIS 18th DAY OF JUNE 2013
The foregoing RESOLUTION was offered by Commissioner ________________, who moved its approval. The motion was seconded by Commissioner ________________, and being put to a vote the result was as follows:

<table>
<thead>
<tr>
<th></th>
<th>AYE</th>
<th>NAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairman Majeska</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Gibbs</td>
<td></td>
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<tr>
<td>Commissioner Tobin</td>
<td></td>
<td></td>
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<tr>
<td>Commissioner Higgins</td>
<td></td>
<td></td>
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<tr>
<td>Commissioner Asdourian</td>
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</tr>
</tbody>
</table>

The Chairman thereupon declared Resolution No. 21-06-13 duly passed and adopted the 18th day of June 2013

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: ________________
Chairman Majeska

ATTEST: ________________
Approved to as to form and legal sufficiency

Carol Walker, District Clerk

General Counsel, Ray Giglio

SEAL
Re: Request for Exemption

Dear Ms. Torres:

In response to your request for exemption for the above referenced property and in accordance with Section 4.06 of KLWTD Resolution No. 63-08-12, the District has reviewed your request and has determined that this property is eligible to be excluded from the wastewater assessment roll. To exercise this exemption, please complete the attached form, have it notarized and return it to the District at the address provided above.

If you exercise this exemption and you or a subsequent owner later choose to obtain District wastewater services, the owner of this tax parcel will be required to pay the assessment on this property, which could be substantially greater than the amount of the original assessment.

Upon receipt of the completed attached documentation, your request will be reviewed and, if complete, placed on a Key Largo Wastewater Treatment District (the “District”) Board of Commissioners meeting agenda for Board approval. Please contact the District Clerk at 305-451-4019 ext 205 or email carol.walker@klwtd.com for confirmation of the meeting date. If any refund of assessment be due, the District will issue a check for all principal paid to the parcel owner of record as recorded with the Monroe County Property Appraiser at the time of Board approval. The District will not refund any amounts charged by the Monroe County Tax Collector for collecting the assessment for years in which any portion of the assessment was paid as part of the real property tax bill.

Sincerely,

Diane Oberheu
Assessment Coordinator
Key Largo Wastewater Treatment District

Margaret Blank
General Manager
Key Largo Wastewater Treatment District
THE UNDERSIGNED, COMPRISING ALL OF THE OWNERS OF THE TAX PARCELS LISTED IN ATTACHMENT A HAVE EXECUTED THIS EXEMPTION OF WASTEWATER SERVICE AND ACKNOWLEDGEMENT OF POTENTIAL COSTS ON THE DATES SHOWN OPPOSITE THEIR NAMES.

THE UNDERSIGNED ACKNOWLEDGE AND AGREE THAT IF THEY OR A SUBSEQUENT OWNER OF A TAX PARCEL LISTED IN ATTACHMENT "A" LATER CHOOSE TO OBTAIN DISTRICT WASTEWATER SERVICE, THE COST OF CONNECTION WILL BE SIGNIFICANTLY GREATER THAN THE AMOUNT OF THE CURRENT ASSESSMENT.

Signed, Sealed and Delivered in the presence of these Witnesses (one of whom may be the Notary):

[Signatures and prints of owners and witnesses]

STATE OF Florida
COUNTY OF [name]

The foregoing instrument was acknowledged before me this ___ day of ___ (date), by [name(s)], who is personally known to me or who has produced [type of identification] as identification.
ATTACHMENT A

Excluded Parcels

Excluded Parcel No. 1:
Alternate Key Number: 1550434
RE Number: 00450800-000000
Physical Location: VACANT LAND KEY LARGO
Legal Description:
BK 11 LT 18 HARRIS OCEAN PK ESTATES FIRST
ADDN KEY LARGO PB4-139 OR1068-761 OR1068-762D/C OR1540-840/841AGREE(LG)
INSTRUCTIONS FOR COMPLETING AN EXEMPTION FORM

(1) Carefully read the form and review the documents to ensure accuracy.

(2) Have the form signed, witnessed and notarized.

(3) Make a copy of all documents for your records.

(4) Affix the appropriate postage and mail ALL DOCUMENTS promptly to:

KLWTD
ATT: ASSESSMENT COORDINATOR/EXEMPTIONS
P.O. BOX 491
KEY LARGO, FL 33037
THIS PROPERTY LOCATION MAP HAS BEEN COMPILED FOR INTERNAL OFFICE USE AS AN AID IN THE PREPARATION OF THE MONROE COUNTY TAX ROLL. IT IS NOT A SURVEY AND THE OWNERSHIP INFORMATION DEPICTED THEREON SHOULD NOT BE RELIED UPON FOR TITLE PURPOSES. NEITHER MONROE COUNTY NOR THE OFFICE OF THE PROPERTY APPRAISER ASSUMES RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS.

Date: 6/6/2013

1:1,384
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date:       June 18, 2013   Agenda Item No.   6

[ ] PUBLIC HEARING  [ ] RESOLUTION
[ ] DISCUSSION      [ ] BID/RFP AWARD
[X] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA
[ ] Other:

SUBJECT: Pending Payments/Report of Cash, Revenues and Expenditures

RECOMMENDED MOTION/ACTION: Approve Pending Payments/RCRE schedule contingent upon availability of funds.

Approved by General Manager Date: 1/14/2013

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Costs: $299,105.15</th>
<th>Attachments: Report of Cash, Revenue &amp; Expenditures Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance</td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

<table>
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<tr>
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<th>Engineering</th>
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<tbody>
<tr>
<td></td>
<td>[ ]</td>
<td>Date: ____________________________________________________</td>
</tr>
<tr>
<td>[ ] District Counsel</td>
<td></td>
<td>Paper: ____________________________________________________</td>
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<tr>
<td></td>
<td></td>
<td>[X] Not Required</td>
</tr>
<tr>
<td>[X] Finance</td>
<td>Clerk</td>
<td></td>
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</tr>
</tbody>
</table>

All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. Yes I have notified everyone ______________ or Not applicable in this case ______________:

Please initial one.

Summary Explanation/Background:

Report of Cash, Revenues and Expenditures for Board review and approval contingent upon availability of funds.

Resulting Board Action:

☐ Approved    ☐ Tabled    ☐ Disapproved    ☐ Recommendation Revised
Key Largo Wastewater Treatment District
Pending Payments (Report of Cash, Revenues & Expenditures) from May 31 through June 13, 2013

Prepared by Connie Fazio - June 13, 2013

Consolidated Cash in Banks at 5/31/2013

<table>
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<tr>
<th>Account</th>
<th>Balance</th>
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<tbody>
<tr>
<td>BB&amp;T General Operating Account (reconciled)</td>
<td>$5,755,311.09</td>
</tr>
<tr>
<td>BB&amp;T Payroll Account (reconciled)</td>
<td>$186,548.37</td>
</tr>
<tr>
<td>Capital Bank Operating Account (reconciled)</td>
<td>$230,728.55</td>
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<tr>
<td>Community Bank of Florida Operating Account (reconciled)</td>
<td>$10,005.40</td>
</tr>
<tr>
<td>Petty Cash Account - Hurricane Emergency</td>
<td>$0.00</td>
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<tr>
<td><strong>Total Operating Accounts</strong></td>
<td><strong>$6,182,593.41</strong></td>
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Operating Revenues

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Wastewater Service Revenue: May 18-24, 2013</td>
<td>$74,277.15</td>
</tr>
<tr>
<td>Wastewater Service Revenue: May 25-31, 2013</td>
<td>$179,392.55</td>
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<tr>
<td>Misc. Deposits</td>
<td>$1,656.77</td>
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</table>

* Total Current Deposits: $255,326.47

* Bank Acct Balances + Deposits: $6,437,919.88

Less Expenditures June 18, 2013 Payments (see next page)   $299,105.15

* Cash Balance after June 18, 2013 payments $6,138,814.73
<table>
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<tr>
<th>Checks</th>
<th>Vendor</th>
<th>Admin</th>
<th>Shared</th>
<th>Cust Svc/IT Admin</th>
<th>Maintenence</th>
<th>Collections</th>
<th>Plant</th>
<th>Construction</th>
<th>Ck Released</th>
<th>Total Check</th>
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<tr>
<td>3791</td>
<td>Airvac Inc: Vac Pump Oil Filter Adapters &amp; Flapper Replacements</td>
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<td></td>
<td></td>
<td></td>
<td>$1,429.71</td>
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<td>3792</td>
<td>AT&amp;T: Vac Stations Telephone &amp; Internet Connectivity</td>
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<td></td>
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<td></td>
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<td>3793</td>
<td>Bishop Rosasco &amp; Co: Accounting Svcs. May 2013</td>
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<td>$5,228.00</td>
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<td>3794</td>
<td>Dumont Co: Chemicals for Plant</td>
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<td>$5,030.70</td>
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<td>Eckler Engineering: Professional Svcs: Coral Coast Project: 4/26-5/25/13</td>
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<td>$1,295.00</td>
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<td>3796</td>
<td>FKAA: Water at Vac Stations &amp; Lift Stations</td>
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<td>$105.28</td>
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<td>FedEx: Shipping</td>
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<td>3798</td>
<td>FKEC: Electricity at Plant</td>
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<td>3799</td>
<td>Hach Company: Tools for pH Readings Required by DEP &amp; Lamp Assembly for Plant</td>
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<td>$308.95</td>
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<td>3800</td>
<td>Islamorada Carpet Cleaners: Steam Clean Plant IT Room &amp; Mtg. Room</td>
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<td>3801</td>
<td>Keys Supply: Supplies and Tools</td>
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<td>$146.01</td>
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<td>$146.01</td>
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<td>3802</td>
<td>Office Depot: Batteries, Webcam, Desk, File Cabinets, Other Office Supplies</td>
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<td></td>
<td></td>
<td>$998.97</td>
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<td>$998.97</td>
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<tr>
<td>3803</td>
<td>Rob Bulkiewicz: Independent Contractor IT Work (prior to becoming a KLWTD employee)</td>
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<td>$440.00</td>
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<td>$440.00</td>
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<td>Vendor</td>
<td>OPS/ Main-Ck</td>
<td>Cust Svc/IT Admin</td>
<td>Maintenance Admin</td>
<td>Collections</td>
<td>Plant</td>
<td>Construction</td>
<td>Ck. Released</td>
<td>Total Check</td>
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<td>3804</td>
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<td>3805</td>
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<td>Tim Bricker: Mileage Reimbursement - May 2013</td>
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<td>3807</td>
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<td>3808</td>
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<td>Postage Meter Replenishment, Tools, IT Supplies, Cables,</td>
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<td>Tubing, Gear Boxes, Draeger Tubes for Odor, Computers,</td>
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<td>Cooke Communications: Legal Notices including Hurricane Guide Ad,</td>
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<td>Non-Ad Valorem Assessment Legal Notice</td>
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<td>Cynergy Consulting: May 2013 State Govt. Lobbyist Consulting Srvcs.</td>
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<td>3813</td>
<td>Dumont Co: Chemicals for Plant</td>
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<td>Florida Bearings: Repair of Blowers for Decanter</td>
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<td>Hach Company: Inspect/Calibrate Spectrometer and pH Meter</td>
<td>$616.00</td>
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<td>$616.00</td>
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<td>Hicks-Richardson Associates: Federal Consulting/Lobbyist</td>
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<td>Checks</td>
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<td>Shared</td>
<td>Cust Svc/IT</td>
<td>OPS/OPS</td>
<td>Main-</td>
<td>Collections</td>
<td>Plant</td>
<td>Construction</td>
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<td>3820</td>
<td>Keys Sanitary Svc: Trash &amp; Recycle</td>
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<td>3821</td>
<td>KLI True Value: Supplies and Tools for Repairs, Maintenance at Plant, Collections and Vehicles</td>
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<td>$1,890.03</td>
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<td>3822</td>
<td>NAPA Auto Parts: Supplies and Tools for Repairs, Maintenance at Plant, Collections and Vehicles</td>
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<td>$1,576.96</td>
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<td>3823</td>
<td>Pronto Delivery: Courier Svc for Daily Samples to US Water</td>
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<td>$840.00</td>
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<td>Richard Sante: Property Maintenance at Vac Stations &amp; Plant</td>
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<td>$625.00</td>
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<td>3825</td>
<td>Sanders Laboratories: Lab Testing</td>
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<td>$304.00</td>
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<td>3826</td>
<td>Toshiba Business Solutions: Plant Copiers: Copies and Usage Fees</td>
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<td>$396.87</td>
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<td>3827</td>
<td>Toshiba Financial Svc: District Office Copier Contract Pymt</td>
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<td>Verizon Wireless: Wireless Phone Svc.</td>
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<td>3829</td>
<td>Wheaton's Service Center: Tires Truck #3 &amp; Truck #8</td>
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<td>$1,167.70</td>
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<td>3830</td>
<td>Zephyrhills: Bottled Water: Plant &amp; District Office</td>
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<td>$91.82</td>
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<td>Checks</td>
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<td>Shared</td>
<td>Cust Svc/IT</td>
<td>OPS/ Maintenance</td>
<td>Collections</td>
<td>Plant</td>
<td>Construction</td>
<td>Ck Released</td>
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<td>3831</td>
<td>Weiler Engineering: Engineering Svs: Work Authorizations 06-02, 06-03 and 08-01</td>
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<td>Fountain Engineering: Pay App #8 Coral Coast</td>
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<td>May Payroll</td>
<td>Staff Salaries &amp; Taxes</td>
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<td>May Payroll</td>
<td>ADP Admin Payroll Processing</td>
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<td>$650.50</td>
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<td>May Payroll</td>
<td>District Match for 457(b) retirement plan</td>
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<td>$1,704.75</td>
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<td><strong>Totals</strong></td>
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<td>$12,453.91</td>
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<td>$15,430.58</td>
<td>$16,611.27</td>
<td>$41,967.06</td>
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**Reoccurring Invoices/Cks >10K paid this RCCE period:**

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<tr>
<th>Vendor</th>
<th>Check #</th>
<th>Ck Amt</th>
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<td>FKEC: Plant Electricity</td>
<td>3798</td>
<td>$21,936.69</td>
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Approved for payment

Chairman Robert Majeska  Date  
Norman Higgins, Secretary/Treasurer  Date
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: June 18, 2013

[ ] PUBLIC HEARING

[ ] DISCUSSION

[X] ACTION ITEM

[ ] Other:

SUBJECT: Mission Statement

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 6/18/2013

<table>
<thead>
<tr>
<th>Originating Department: Commissioner Tobin</th>
<th>Costs: $</th>
<th>Funding Source:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Department Review:</th>
<th>Engineering</th>
<th>Clerk</th>
<th>Operations</th>
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<tbody>
<tr>
<td>District Counsel</td>
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<tr>
<td>General Manager</td>
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<tr>
<td>Finance</td>
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<table>
<thead>
<tr>
<th>Advertised:</th>
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<tbody>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Paper:</td>
</tr>
<tr>
<td>[X] Not Required</td>
</tr>
</tbody>
</table>

Summary Explanation/Background: Commissioner Tobin would like to have the following adopted as the Districts Mission Statement.

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

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
**KEY LARGO WASTEWATER TREATMENT DISTRICT**

**Agenda Request Form**

**Meeting Date:** June 18, 2013  
**Agenda Item No.:**

- [ ] PUBLIC HEARING  
- [ ] RESOLUTION  
- [ ] DISCUSSION  
- [ ] BID/RFP AWARD  
- [X] ACTION ITEM  
- [ ] CONSENT AGENDA

**Other:**

**SUBJECT:** Cut off date to sign the hold harmless agreement.

**RECOMMENDED MOTION/ACTION:**

Approved by General Manager  
**Date:** 6/13/2013

**Originating Department:** Commissioner Gibbs  
**Costs:** Unknown  
**Funding Source:**  
**Attachments:** N/A

**Department Review:**

- [ ] District Counsel  
- [ ] Engineering  
- [ ] Clerk  
- [ ] Operations

**Advertised:**

- [X] Not Required

**Summary Explanation/Background:** Commissioner Gibbs would like to set a specific date at which time the cut off for accepting sign up for the grinder pump project would be set.

**Resulting Board Action:**

- [ ] Approved  
- [ ] Tabled  
- [ ] Disapproved  
- [ ] Recommendation Revised
KEY LARGO WASTEWATER TREATMENT DISTRICT

Meeting Date: June 18, 2013

Agenda Request Form

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] ACTION ITEM
[ ] Other:

SUBJECT: Install Grinder Pumps then abandon the easement.

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 6/12/2013

Originating Department:
Commissioner Majeska
Costs: Unknown
Funding Source:
Attachments: N/A

Department Review:
[ ] District Counsel
[X] General Manager
[ ] Finance

[ ] Engineering
[ ] Clerk
[Operations]

Advertised:
Date:
Paper:
[X] Not Required

Summary Explanation/Background: Chairman Majeska would like to discuss the idea of installing the grinder pumps and then abandoning the easement and letting the property owners operate and maintain the pump.

Resulting Board Action:

☐ Approved
☐ Tabled
☐ Disapproved
☐ Recommendation Revised
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: June 18, 2013

[ ] PUBLIC HEARING
[ ] DISCUSSION
[x] ACTION ITEM
[ ] Other:

SUBJECT: General Counsel Contract

RECOMMENDED MOTION/ACTION:

Approved by General Manager ________________
Date: 6/18/2013

 Originating Department: Legal

| Costs: $3,000 (for period April 9, 2013 to April 8, 2014) |
| Funding Source: |

| Department Review: |
| [x] District Counsel RWG |
| [ ] General Manager AB |
| [ ] Finance |

| Attachments: |
| General Counsel Employment Contract |

| Advertised: |
| Date: |
| Paper: |
| [X] Not Required |

Summary Explanation/Background:

At the BOC meetings on 6/4/13 and 6/11/, the Board directed the General Counsel to revise and amend the General Counsel contract that will govern his employment with the District for the coming year. Attached please find a revised copy of the said General Counsel contract.

Resulting Board Action:

[ ] Approved  [ ] Tabled  [ ] Disapproved  [ ] Recommendation Revised
Agreement for Legal Services
By and Between
Ray Giglio
And
Key Largo Wastewater Treatment District

This agreement is entered into, by, and between Ray Giglio (“the Attorney”) and
the Key Largo Wastewater Treatment District (“the District”). This agreement is
effective as of April 9, 2013, and runs for a period of 12 months, until April 08, 2014.

The District agrees to pay the Attorney, and the Attorney agrees to accept the
monthly salary set forth in the following rate schedule:

Monthly Salary – Oct. 1, 2013 to April 8, 2014: $8,000.00.

In consideration for the monthly salary shown above, the Attorney agrees to
personally provide the following professional services:

The Attorney agrees promptly and diligently to provide legal services in
connection with the District’s business, as requested by the District’s Board of
Commissioners, by individual Commissioners, and/or by other representatives of
District, who have been duly authorized by the Board of Commissioners to
request legal services on behalf of District.

The Attorney further agrees to attend all District Board meetings, currently
scheduled for the first three Tuesday evenings of each month, for the purpose of
providing legal services, which shall include reviewing the meeting notice and
agenda and reviewing the meeting minutes. The Attorney also agrees to attend
client conferences as needed.

In addition to the monthly salary shown above, the District agrees to reimburse
the Attorney for travel costs, including mileage, meals, and lodging, at rates approved
by the District and consistent with the policies of the District and the rates allowed for
travel by District employees, as set out in the District Travel Expense Policy. Quarterly,
the Attorney shall deliver to the District a detailed statement showing reimbursable
charges or expenses incurred during the preceding 3 months. Payment of such
charges or expenses shall be due within 60 days after receipt of an invoice. If any part
of the charges or expenses is disputed, the District shall promptly pay the Attorney the
undisputed amounts and advise the Attorney of any amounts in dispute.

After the close of each calendar month, the Attorney shall deliver to the District a
time sheet detailing the number of hours worked, the services provided, and the matters
on which the work was performed. Such time sheets will be delivered by email to the District Senior Finance Analyst Connie Fazio (connief@klwtd.com), with copies to the Commissioners and the General Manager.

Payments to the Attorney will be subject to payroll deductions for federal, state, and local taxes, FICA, and Medicare, where applicable. In accordance with federal and state requirements, the District will report payments made as a result of this agreement on the appropriate form(s) for income tax purposes.

This agreement shall not act to confer any benefits of any type or nature upon the Attorney, including but not limited to any collective bargaining agreement now or hereafter in effect between the District and its employees. The Attorney acknowledges that this is a salaried position that is exempt from overtime compensation requirements, including those contained in the Fair Labor Standards Act. The Attorney further acknowledges that this agreement creates no entitlement to benefits, vacation or sick time, seniority, probationary or provisional employment status, or retention as an employee under any law or regulation.

The Attorney shall not accept any other employment for compensation without the prior written consent of the District’s General Manager, which consent may be withheld if the District’s General Manager reasonably believes that such employment would negatively affect the quality of the Attorney’s services to the District.

The Attorney is a public officer and a local government attorney as those terms are used in section 112.313 of the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officers and government attorneys.

This is an “at-will” agreement. Either party may terminate this agreement upon thirty (30) days’ written notice to the other party. In case of termination, the Attorney shall cooperate with District in transferring responsibility for legal issues to a successor attorney selected by the District. The Attorney will return all District documents, records and equipment in the Attorney’s possession to the District, and the District will compensate the Attorney at the rates shown above for all services rendered prior to the effective date of termination.

The District’s contact for invoicing and general communications is:

Margaret Blank  
KLWTD General Manager  
98880 Overseas Hwy  
PO Box 491  
Key Largo, FL  
Phone: 305-451-4019  
Fax: 305-453-5804  
Email: margaretb@klwtd.com
The Attorney's contact information is:

Ray Giglio, Attorney at Law  
PO Box 373072  
Key Largo, FL 33037-8072  
Phone: 305-735-1174  
E-mail: raymondgiglio@gmail.com

IN WITNESS WHEREOF, the parties have signed this agreement on the dates below their names.

KEY LARGO WASTEWATER TREATMENT DISTRICT  

By  
____________________  
Robert Majeska  
Chairman  

RAY GIGLIO  

By  
____________________  
Ray Giglio, Attorney  
FL Bar Number 0157340  

Date  ______________  

____________________
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: June 18, 2013

Agenda Item No. 11

[ ] PUBLIC HEARING  [ ] RESOLUTION

[ ] DISCUSSION  [ ] BID/RFP AWARD

[ ] ACTION ITEM  [ ] CONSENT AGENDA

SUBJECT: Unique Property Easement – Revised “Hold Harmless” Clause

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 6/14/2013

Originating Department: Legal

Costs: Unknown

Funding Source:

Attachments: Revised Release Language; Email to Nick Mulick

Department Review:

[ ] District Counsel  RWG

[ ] General Manager

[ ] Finance

[ ] Engineering

[ ] Clerk

[ ] Operations

Advertised:

Date: 

Paper: 

[X] Not Required

Summary Explanation/Background: The term “Hold Harmless” has been removed and the clause has been revised as per the direction of the Board.

The Board has determined that it does not want the “hold harmless” clause contained in the District’s Unique Property Easement Grant to release the District from liability for the District’s own negligence. The Board decided that if the District is negligent in some way, it should be responsible for the damages it causes, subject to the limitations of sovereign immunity and the general law of Florida. However, the Board does not want the District to be liable for indirect or consequential damages, or for the negligent acts of contractors working for the District. Nick Mulick, the attorney for Coral Coast, submitted his proposed revision to the Board on 6-11-13. The General Counsel does not find that language to be acceptable. General Counsel has prepared the attached revised release language, which addresses the issues raised by Mr. Mulick and his clients while, at the same time, protecting the district from liability for indirect or consequential damages. The proposed revised release language has been sent to Mr. Mulick and to Doug Manson for review. As of the date of the preparation of this ARF, the District has not heard back from Mr. Mulick or Mr. Manson.

Resulting Board Action:

[ ] Approved  [ ] Tabled  [ ] Disapproved  [ ] Recommendation Revised
Dear Nick,

Thank you for putting together some proposed language with reference to the above-captioned matter. I think that your verbiage reflects much of what your clients and the District want to see in the revised Easement document.

However, I do believe that your proposed language must be “tweaked” just a bit. At the Board meeting on 6/11/13, you had proposed the following:

Grantor and the District waive the right to commence and/or maintain a claim or cause of action against the other for damages arising out of this easement except for those sustained as a direct result of the other’s negligence.

The District shall require that any and all contractors it engages to install, maintain or repair the Grinder Pump System shall procure insurance in accordance with the District’s standard practice to cover the District’s and its contractor’s installation, repair or maintenance of the Grinder Pump System and other activities on the Grantor’s property.

Unfortunately, I find the first paragraph to be somewhat troublesome. I feel very strongly that it is inappropriate to structure this revised release and waiver such that it would run in favor of the grantors/owners. According to your language, the District would be waiving its right to bring a suit against an Owner who has intentionally violated District Rules, Regulations, and Resolutions.

In accordance with the District’s Grinder Pump Resolution and the District’s General Rules and Regulations, Owners have certain duties and responsibilities to the District. In the event of a breach of those duties, the Resolution and the Rules and Regulations grant the District certain specified remedies, which “remedies are in addition to any other remedies permitted by law.” Those “other remedies” obviously include the right to bring suit against an Owner who
**Revised Release Language Proposed by Ray Giglio:**

Grantor releases, waives, and discharges the District from any and all damages, claims, costs, or liability: (a) for any diminution to the value of the Parcel; and/or (b) for any and all indirect, consequential, or incidental loss or damage, arising out of or in any way related to this Easement Grant or on account of the installation, operation, maintenance, repair, or replacement of the grinder pump system, or the failure of the grinder pump system to adequately service the Parcel. Nothing contained herein shall constitute or be construed as a waiver by the District of the sovereign immunity it enjoys under s. 768.28, F.S. and the accompanying limitations of liability applicable to it thereunder. Subject to the limitations of this paragraph, Grantor shall retain the right to bring an action against the District in accordance with s. 768.28, F.S. and the general laws of the State of Florida.

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**Original Hold Harmless Language in KLWTD Unique Property Easement Grant:**

Grantor releases, waives, discharges and agrees to hold harmless, the District and its commissioners, officers, servants, agents, and employees, from any and all liability, claims, demands, actions and causes of action whatsoever, alleged or real, that may be sustained by the Grantor or by any third party, or to any property belonging to the Grantor or any third party, now or in the future, even if caused by the negligence of the district, including any diminution to the value of the Parcel arising out of this Easement Grant or on account of the utilities to be constructed thereupon.

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**Revised Language Proposed by Nick Mulick:**

Grantor and the District waive the right to commence and/or maintain a claim or cause of action against the other for damages arising out of this easement except for those sustained as a direct result of the other’s negligence.

The District shall require that any and all contractors it engages to install, maintain or repair the Grinder Pump System shall procure insurance in accordance with the District’s standard practice to cover the District’s and its contractor’s installation, repair or maintenance of the Grinder Pump System and other activities on the Grantor’s property.
has committed a violation (such as the destruction of District property). The District cannot and will not waive its right to utilize such “other remedies.” For that reason, this language is unacceptable.

In addition, as you are of course aware, in accordance with Florida Statutes, Section 768.28, the District enjoys sovereign immunity. Unfortunately, I believe that the proposed language could be interpreted as a waiver of that sovereign immunity. That is, of course, also unacceptable.

To rectify that situation, you have suggested adding the following language: “Nothing contained herein shall be construed as a waiver by the District of its right of sovereign immunity under Florida Statute § 768.28.”

I have adopted that language (with a slight tweak) in my suggested revision of the release clause. I have also addressed the issue of how to make it clear that the homeowners will have the right to bring an action against the District for (and only for) direct damages suffered as a direct result of the actions of the District—assuming they would otherwise have such a course of action in accordance with § 768.28 and the general laws of Florida. My proposed language is as follows:

Grantor releases, waives, and discharges the District from any and all damages, claims, costs, or liability for: (a) any diminution to the value of the Parcel; and/or (b) for any and all indirect, consequential, or incidental loss or damage, arising out of, or in any way related to, this Easement Grant or on account of the installation, operation, maintenance, repair, or replacement of the grinder pump system, or the failure of the grinder pump system to adequately service the Parcel. Nothing contained herein shall constitute or be construed as a waiver by the District of the sovereign immunity it enjoys under s. 768.28, F.S. and the accompanying limitations of liability applicable to it thereunder. Subject to the limitations of this paragraph, Grantor shall retain the right to bring an action against the District in accordance with s. 768.28, F.S. and the general laws of the State of Florida.

As you can see, all we are asking is that the homeowners release the District from any indirect, consequential, or incidental loss or damage they might suffer. By implication, that means they are not releasing the District from liability for damage that is the direct result of the negligence of the District. I make that clear (at least to us lawyers) by indicating that “Subject to the limitations of this paragraph, Grantor shall retain the right to bring an action against the District in accordance with s. 768.28, F.S. and the general laws of the State of Florida.” Moreover, there can be no question that this language does not preclude claims for gross negligence or intentional tort as that is the law in Florida.

One of my big concerns in drafting this clause was to make sure that the District does not inadvertently grant the homeowners a new cause of action, which they would not otherwise have had. It is for that reason that the last sentence contains the phrases, "Grantor shall retain the right to bring an action" and “in accordance with... the general laws of the State of Florida." It is my hope that the word “retain” makes it clear that the homeowners will only have such causes of action as they currently have. Likewise, the phrase “in accordance with... the general laws of the State of Florida” is intended to make it clear that the homeowners can only bring a suit
against the District if they could do so in accordance with the sovereign immunity statute and the current general laws of the state—subject, of course, to the limitations of the release.

With reference to your second paragraph; while I have no problem with your language, I believe that this is covered in the District’s Grinder Pump Resolution, and that it does not belong in the Easement Grant. I would call your attention to Section 13.01 F. of the District’s 2012 Grinder Pump Resolution, as it is proposed to be amended. That section is proposed to read as follows:

Notwithstanding the provisions of this Section, if, as the result of the negligent or wrongful act or omission on the part of any contractor, or any employee of any contractor, hired by or working for the District, with respect to the installation, maintenance, or repair of any Grinder Pump System in accordance herewith, any person(s) suffer(s) damage or loss of property, personal injury, or death, such person(s) or his/her/their heirs, representatives, or assigns shall have a cause of action against such contractor for such damage in accordance with the general laws of this state. In such case, the District will use all reasonable resources at its disposal and as allowed by law to compel such contractor to repair any such damage and/or to compensate the injured person(s) for such damage.

Clearly, pursuant to that section, Owners will have a cause of action against the contractor (and any employee of such contractor) retained and used by the District. I would have no objection to recommending the inclusion of your exact language as the next paragraph in that resolution.

In sum, I believe that my revision of the District’s hold harmless clause should satisfy the Coral Coast homeowners. At the same time, this language protects the District in accordance with the wishes of the District’s Board of Commissioners. Please let me know if you agree.

As you know, this matter is on the Agenda for the 6-18-13 meeting of the District’s Board of Commissioners.

Kindest personal regards,

Ray Giglio
General Counsel

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P.S. I am copying each KLWTD Commissioner by “Bcc” so that if one Commissioner replies directly from my email, he does not inadvertently copy his fellow commissioners.