MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 4:00 PM on May 16, 2017. Present were Chairman David Asdourian and Commissioners Andrew Tobin, Susan Heim, Stephen Gibbs and Robert Majeska. Also present were General Manager Peter Rosasco with Bishop, Rosasco & Co., General Counsel Ray Giglio, District Clerk Katherine Jackson, and other appropriate District Staff.

Mr. Nicholas Mulick led the Pledge of Allegiance.

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

- Commissioner Heim added a discussion of land authority assessment removal under Roundtable Discussion.
- Commissioner Gibbs added a discussion of solar power under Roundtable Discussion.

APPROVAL OF AGENDA (D-1)

Motion: Commissioner Gibbs made a motion to approve the agenda as amended and Commissioner Heim seconded the motion. The motion passed without objection.

RECOGNIZE DISTRICT STAFF (E)

David B. Lee Award Presentation (E-1)

Mr. Jered Primicerio, Plant Operations Manager, was recognized as the 2016 recipient of the Florida Water and Pollution Control Operators Association’s David B. Lee Award.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS (G)

Minutes of May 2, 2017 (G-1)

Motion: Commissioner Heim made a motion to approve the Minutes of May 2, 2017 and Commissioner Majeska seconded the motion. Commissioner Tobin abstained. The motion passed without objection.
GENERAL MANAGER’S REPORT (H)

Emergency Coordination Resolutions and Presentation from Monroe County Sr. Planner Jeff Manning (H-1)

Mr. Peter Rosasco introduced Mr. Jeff Manning, Senior Planner with the Monroe County Emergency Management to the Board. Mr. Manning made a presentation to the Board, giving an overview of how a community can work together during an emergency.

Commissioner Heim began the discussion regarding Resolution No. 16-05-17, noting that there are no terms and conditions to be enforced through this resolution and that “coordination” was not specifically defined. Commissioner Tobin agreed that the resolution is vague as written, and suggested that Mr. Jered Primicerio be tasked with providing specifics as to how the District would coordinate with the county. Mr. Ray Giglio advised the Board that this type of resolution is best left broad so that decisions can be made for the District without restriction and Commissioner Majeska agreed.

Mr. Manning and staff answered questions from the Board.

Motion: Commissioner Gibbs made a motion to approve Resolution No. 16-05-17, declaring the Board’s desire to coordinate with Monroe County during a county-declared emergency, and Commissioner Majeska seconded the motion.

Vote on Motion

Commissioner Gibbs – Aye
Commissioner Majeska – Aye
Commissioner Heim – Nay
Commissioner Tobin – Aye
Chairman Asdourian – Aye

Motion Passed: 4 to 1

Motion: Commissioner Majeska made a motion to approve Resolution No. 17-05-17, approving and ratifying a mutual aid agreement with the Florida Water/Wastewater Agency Response Network (FlaWARN) nunc pro tunc, and Commissioner Gibbs seconded the motion.

Vote on Motion

Commissioner Majeska – Aye
Commissioner Gibbs – Aye
Commissioner Heim – Aye
Commissioner Tobin – Aye
Chairman Asdourian – Aye

Motion Passed: 5 to 0

Water Quality Steering Committee Update (H-2)

Mr. Peter Rosasco presented the information that was handed out at the Water Quality Steering Committee meeting and answered questions from the Board.
Florida Keys Water Quality Improvement Program (FKWQIP) Update (H-3)

Mr. Peter Rosasco informed the Board that President Trump has signed the FY17 Consolidated Appropriations Act, which authorized FKWQIP funds and he stated that the next step is for the Army Corps of Engineers to complete the FY17 Consolidated Omnibus Work Plan. Staff answered questions from the Board.

Electronic Records Management Strategy Update (H-4)

Mrs. Katherine Jackson, District Clerk, presented staff's plan to convert the District's records into an electronic format and staff answered questions from the Board.

5 MIN BREAK: 5:38 PM

BUDGET AND FINANCE REPORT (I)

KLWTD Financial Reports (I-1)

Mrs. Connie Fazio presented the 2nd quarter financial reports for fiscal year 2017 and staff answered questions from the Board.

EXTENSION: 5:58 PM

Motion: Commissioner Helm made a motion to extend the meeting 30 minutes. The motion passed without objection.

FY2017 Debt Reduction (I-2)

Mr. Peter Rosasco requested Board approval to make a $2,212,410.00 early debt principle payment that will pay off State Revolving Fund ("SRF") loan 464020 approximately 9 years early and will pay off SRF loan 464030 almost 15 years early. Mr. Rosasco explained that the early payoff of these loans will save the District approximately $430,000.00 in debt service. Multiple Board members expressed interest in conducting a new rate study to gain insight into when the District might be able to lower customer rates.

Staff answered questions from the Board and the Board requested that a discussion of rate studies be brought back at a future meeting.

Motion: Commissioner Heim made a motion to approve the $2,212,410 early debt principle payment to pay off SRF Loan 464020 and SRF Loan 464030, and Commissioner Gibbs seconded the motion.

Vote on Motion

Commissioner Heim – Aye
Commissioner Gibbs – Aye
Commissioner Majeska – Aye
Commissioner Tobin – Aye
Chairman Asdourian – Aye

Motion Passed: 5 to 0

KLWTD Minutes
May 16, 2017
EXTENSION: 6:30 PM
Motion: Commissioner Gibbs made a motion to extend the meeting 30 minutes. The motion passed without objection.

ADMIN AND CUSTOMER SERVICE REPORT (J)

Code Compliance – May 2017 (J-1)

Mrs. Diane Bockelman, Customer Service Manager, presented the May 2017 code compliance list. Commissioner Tobin requested that staff investigate the ability of AK#1565199 to produce wastewater before sending the parcel to Monroe County Code Compliance. Staff answered questions from the Board.

Apprenticeship and Internship Presentation

Mr. Peter Rosasco presented information to the Board related to the District’s apprenticeship and internship programs and requested guidance from the Board on how to proceed with the current year’s apprenticeship. Commissioners shared their concerns regarding the current program and discussed improvements for future apprenticeship and internship programs. Commissioner Tobin suggested revising Resolution No. 07-02-15 to indicate that the apprenticeship is paid position in paragraph 1 and to open the apprenticeship to any deserving high school graduate of a Monroe County school in paragraph 2.

Staff answered questions from the Board.

Motion: Chairman Asdourian made a motion to not hire a 2017 apprentice or 2017 summer interns and to hire part-time employees instead, and Commissioner Gibbs seconded the motion.

Vote on Motion
Chairman Asdourian – Aye
Commissioner Gibbs – Aye
Commissioner Majeska – Aye
Commissioner Heim – Aye
Commissioner Tobin – Aye

Motion Passed: 5 to 0

EXTENSION: 7:00 PM
Motion: Commissioner Heim made a motion to extend the meeting 30 minutes. The motion passed without objection.

OPERATIONS REPORT (K)

Plant Administration Building Roof Repair (K-1)

Mr. Jered Primicerio presented a memo and several quotes for the repair of the plant administration building roof and staff answered questions from the Board.
Motion: Commissioner Majeska made a motion to award the contract for roof repair on the plant administration building to Lindholm Construction, Inc., in an amount not to exceed $27,000, and Commissioner Tobin seconded the motion.

Vote on Motion
Commissioner Majeska – Aye
Commissioner Tobin – Aye
Commissioner Gibbs – Aye
Commissioner Heim – Aye
Chairman Asdourian – Aye
Motion Passed: 5 to 0

Safety Committee Presentation (K-2)
Mr. Jered Primicerio presented a memo to the Board stating that staff has formed a new safety committee. Mr. Primicerio requested that a member of Board be appointed to the safety committee and he indicated that this is a position in which Chairman Asdourian has expressed interest. Commissioner Heim suggested that on the employee signature sheet, the time qualifier “immediately” be added to item number 6. Staff answered questions from the Board.

LEGAL REPORT (N)
Search for General Counsel Update (N-1)
Mr. Ray Giglio informed the Board that he had prepared the worksheet that was included in the Agenda so that commissioners could rank their top five Candidates for the next meeting. Commissioners shared their opinions on the qualities and characteristics that the next attorney should possess and they discussed hiring multiple attorneys – a general counsel and as well as outside counsel for specialized fields.

Staff answered questions from the Board and the Board requested this item be brought back at the June 6, 2017 meeting for action.

EXTENSION: 7:29 PM
Motion: Commissioner Tobin made a motion to extend the meeting 30 minutes. The motion passed without objection.

EXTENSION: 8:00 PM
Motion: Commissioner Heim made a motion to extend the meeting 30 minutes. The motion passed without objection.

COMMISSIONER’S ITEMS (O)
Board Meeting Dates (Commissioner Heim) (O-1)
Commissioner Heim requested that the Board reschedule the August 8, 2017 Board meeting to August 1, 2017 and the remaining Board members agreed.
Commissioner Gibbs left at 8:10 PM.

ROUND TABLE DISCUSSION (P)

Land Authority Assessment Removal (Commissioner Heim) (P-2)

Commissioner Heim withdrew this item from discussion.

Solar Power (Commissioner Gibbs) (P-3)

Commissioner Gibbs was absent to begin discussion of this item.

ADJOURNMENT (P)

The Meeting was adjourned at 8:13 PM.

[Signature]
David Asdourian, Chairman

[Signature]
Katherine Jackson, Clerk
RESOLUTION NO. 16-05-17

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT PROCLAIMING THE BOARD'S DESIRE TO COORDINATE WITH THE MONROE COUNTY EMERGENCY MANAGEMENT DEPARTMENT IN CASE OF A COUNTY-DECLARED EMERGENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District ("District") is geographically located within Monroe County, Florida; and

WHEREAS, Monroe County is an area of the country that is likely to face future emergencies due to tropical storms, hurricanes or other weather related events; and

WHEREAS, the District may also face emergencies due to civil unrest, strike, national disaster, terrorism, or other events affecting the health, welfare and property of the District and its residents; and

WHEREAS, the District has identified the need for wastewater removal services in disaster recovery; and

WHEREAS, the District has determined that it would be in the best interests of the District and its residents for the District to coordinate with Monroe County Emergency Management Department in case of a county-declared emergency.

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

1) The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

2) It is and shall be the policy and position of the Key Largo Wastewater Treatment District to work with, and to coordinate with, the Monroe County Emergency Management Department during disaster recovery to ensure wastewater removal.

3) Authorization of District Officials. The General Manager and District Staff are authorized to take all actions necessary to implement the terms and conditions of this resolution.

4) This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 16th DAY OF MAY 2017
The foregoing RESOLUTION was offered by Commissioner Gibbs, who moved its approval. The motion was seconded by Commissioner Majeska, and being put to a vote, the result was as follows:

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The Chairman thereupon declared Resolution No. 16-05-17 duly passed and adopted the 16th day of May, 2017.

KEY LARGO WASTEWATER TREATMENT DISTRICT

Chairman Asdourian

ATTEST: Approved to as to form and legal sufficiency

Katherine Jackson, District Clerk

Ray Giglio, General Counsel
RESOLUTION NO. 17-05-17

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE KEY LARGO WASTEWATER TREATMENT
DISTRICT APPROVING AND RATIFYING ITS MUTUAL
AID AGREEMENT WITH THE FLORIDA WATER/
WASTEWATER AGENCY RESPONSE NETWORK NUNC
PRO TUNC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida’s Water/Wastewater Agency Response Network (“ FlaWARN”) is a mutual aid program made up of Water and Wastewater Utilities across Florida; and

WHEREAS, FlaWARN was established to provide a mechanism whereby water/wastewater utilities that have sustained physical damage from natural or man-made disasters can quickly obtain emergency assistance from other member water/wastewater utilities, as well as regulatory, technical, and law enforcement agencies; and

WHEREAS, FlaWARN’s infrastructure consists of a secure web-based data bank of available resources and a practical Mutual Aid Agreement (“MAA”) a copy of which is attached hereto as Exhibit “A” and made part hereof; and

WHEREAS, FlaWARN anticipates that when a signatory to the MAA has sustained physical damage from a natural or man-made disaster, emergency assistance would immediately be provided to the impacted utility by other member agencies; and

WHEREAS, the Key Largo Wastewater Treatment District (“District”) has been a member of FlaWARN since May 28, 2008; and

WHEREAS, having a signed MAA on file with FlaWARN prior to an emergency can help to reduce bureaucratic red tape and can greatly facilitate planning and prioritizing by other agencies responding to a member utility’s requests for help; and

WHEREAS, an MAA executed by the District has been on file with FlaWARN since May 28, 2008; and

WHEREAS, this MAA between the District and FLA WARN includes details on the reimbursements for all direct and indirect costs incurred during the periods of assistance; and

WHEREAS; the District has reviewed the terms, provisions, conditions, and requirements of the MAA and has determined that it would be in the interest of the District to formally ratify the District’s acceptance of, and prior execution of, the MAA; and
WHEREAS, the District desires, by this resolution, to ratify the execution and adoption of the MMA between the District and FlaWARN on May 28, 2008, and agrees to be bound by the terms, provisions, conditions, and requirements thereof.

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

1) The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.


3) Authorization of District Officials. The General Manager and/or his designee and the District General Counsel are authorized to take all actions necessary to implement the terms and conditions of this resolution, including but not limited to executing a new version of the FlaWARN MAA.

4) This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 16th DAY OF MAY 2017

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

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The Chairman thereupon declared Resolution No. 17-05-17 duly passed and adopted the 16th day of May, 2017.
KEY LARGO WASTEWATER TREATMENT DISTRICT

Chairman Asfourian

ATTEST:

Katherine Jackson, District Clerk

Ray Giglio, General Counsel

Approved to as to form and legal sufficiency
MUTUAL AID AGREEMENT FOR WATER/WASTEWATER

ARTICLE I. PURPOSE

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities. The purpose of this Agreement is to formally document such program.

ARTICLE II. DEFINITIONS

A. AGREEMENT – The Water/Wastewater Mutual Aid Agreement. The original agreement and all signatory pages shall be kept at TREEO Center 3900 SW 63rd Blvd., Gainesville, FL 32608

B. PARTICIPATING UTILITY – Any Water/Wastewater utility which executes this Mutual Aid Agreement.

C. DAMAGED UTILITY – Any Participating Utility which sustains physical damage to its water/wastewater system due to a natural or manmade disaster and seeks assistance pursuant to this Agreement.

D. ASSISTING UTILITY – Any Participating Utility which agrees to provide assistance to a Damaged Utility pursuant to this Agreement.

E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Utility authorized by that utility’s governing board to request or offer assistance under the terms of this Agreement. (A list of the Authorized Representatives for each Participating Utility shall be attached to this Agreement as Appendix A)

F. PERIOD OF ASSISTANCE – The period of time beginning with the departure of any personnel of the Assisting Utility from any point for the purpose of travelling to the Damaged Utility in order to provide assistance and ending upon the return of all personnel of the Assisting Utility, after
providing the assistance requested, to their residence or place of Work, whichever is first to occur.

G. SCHEDULE OF EQUIPMENT RATES – The latest rates published by Federal Emergency Management Agency under the response and recovery directorate applicable to major disasters and emergencies.

H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used by the Damaged Utility to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Utility will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

ARTICLE III. PROCEDURE
In the event that a particular utility becomes a Damaged Utility, the following procedure shall be followed:

A. The Damaged Utility shall contact the Authorized Representative of one or more of the participating utilities and provide them with the following information:
   1. a general description of the damage sustained;
   2. the part of the water/wastewater system for which assistance is needed;
   3. the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
   4. the present weather conditions and the forecast for the next twenty-four hours; and
   5. a specific time and place for a representative of the Damaged Utility to meet the personnel and equipment of the Assisting Utility.
   6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.
B. When contacted by a Damaged Utility, the Authorized Representative of a Participating Utility shall assess his utility’s situation to determine whether it is capable of providing assistance. No Participating Utility shall be under any obligation to provide assistance to a Damaged Utility. If the Authorized Representative determines that the Assisting Utility is capable of and willing to provide assistance, the Assisting Utility shall so notify the Authorized Representative of the Damaged Utility and providing the following information:

1. a complete description of the personnel, equipment and materials to be furnished to the Damaged Utility.
2. the estimated length of time the personnel, equipment and materials will be available;
3. the work experience and ability of the personnel and the capability of the equipment to be furnished;
4. the name of the person or persons to be designated as supervisory personnel; and
5. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Damaged Utility.

C. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Utility. In instances where only equipment is provided by the Assisting Utility, the ownership of said equipment shall remain with the Assisting Utility and said equipment shall be returned to the Assisting Utility immediately upon request. Representatives of the Damaged Utility shall suggest Work assignments and schedules for the personnel of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the
operation and maintenance of the equipment furnished by the Assisting Utility, and report Work progress to the Damaged Utility.

D. The Damaged Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of departure from their regularly scheduled Work location until the time of return to their regularly scheduled Work location. The food and shelter provided shall be subject to the approval of the supervisory personnel of the Assisting Utility. If not agreeable, food and shelter shall be provided and paid for as determined by mutual agreement.

E. The Damaged Utility shall have the responsibility of providing communications between the personnel of the Assisting Utility and the Damaged Utility.

ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules and regulations. The Damaged Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.

B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA. If an Assisting Utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of Equipment Rates it shall provide such rates to the Damaged Utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs.
C. MATERIALS AND SUPPLIES — The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Assisting Utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

D. PAYMENT — Unless mutually agreed otherwise, the Assisting Utility should bill the requesting utility for all expenses not later than ninety (90) days following the Period of Assistance. The requesting utility shall pay the bill in full not later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-fifth (45th) day following the billing date, and once delinquent shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.

E. DISPUTED BILLINGS — Those undisputed portions of a billing should be paid under this payment plan. Only the disputed portions should be sent to arbitration under Article VI.

ARTICLE V. INSURANCE

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.
ARTICLE VI. ARBITRATION

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement which are participating utilities, excluding those members that are parties to the dispute.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member.

The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Water/Wastewater Mutual Aid Agreement this ______ day of ______, 20__.

Water/Wastewater Utility Representative(s):

By: _______ 
Title: _______

By: _______ 
Title: _______

Name of Participating Utility: _______ 

(Please note: Attach a copy of your FlaWARN registration form to this document when you submit it. Thank you.)