

# COUNTRY WALK UTILITIES, INC.

August 9, 2018

RECEIVED-FPSC

2018 AUG 13 AM 8:28

FILED 8/13/2018  
DOCUMENT NO. 05262-2018  
FPSC - COMMISSION CLERK

COMMISSION  
CLERK

Office of Commission Clerk  
Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

***Re: Docket No. 20180021-WU - Application of Country Walk Utilities, Inc. for Staff Assisted Rate Case in Highlands County – Response to Staff Data Request***

Dear Commission Clerk,

Country Walk Utilities, Inc.'s (Country Walk) herewith submits its response to the Staff Data Request dated August 8, 2018.

1. Does Country Walk have two wells at the plant site?

**Response:** The original well was installed by the previous utility owner, Holmes Utilities in 1989. However, in 2012 that well was taken out of service and a new well was installed. This was prior to Country Walk Utilities acquisition. Attached are the relevant documents in reference to the new well. Currently, there is one well in service providing potable water service. The original well was taken out of service when the new well was installed.

2. What is the status of each of the wells?

**Response:** Only one well is in service as of 2012.

3. If one of the wells is no longer in use, what retirement, if any was made to the appropriate plant and accumulated depreciation accounts? In what year was the retirement made?

**Response:** Country Walk is unaware if the previous owner, Holmes Utilities made any retirement related to the well being taken out of service. This occurred prior to the acquisition. The Florida Public Service Commission established rate base in Order No. PSC-14-0495-PAA-WU, issued September 17, 2014. The 2012 Annual Report for Holmes Utilities reflects the addition of the new well. In addition, the 2012 Annual Report also showed that the previous well was almost fully depreciated at the end of 2011. The Plant amount in Account 307 at the end of 2011 was \$16,306, and the accumulated depreciation was \$13,571.

4. Please provide a copy of the prior Country Walk Operation and Maintenance Agreement with U.S. Water Service Company signed on October 1, 2013.

**Response:** See Attached.

5. What subsidies were minimized in the revised October 1, 2017 Operation and Maintenance Agreement?

**Response:** The 1,000 additional "future" ERCs were removed from the U.S. Water Services (USWSC) Management/Administrative portion of the contract. Also the actual fuel costs and vehicle maintenance costs for 2016 were utilized for the USWSC Management/Administrative portion, consistent with past Commission orders for related utilities. In addition, portions of a compliance position and in-house customer service/billing position were also included in the USWSC Management/Administrative allocation. In addition a portion of an operator position and maintenance technician was added since they were not included in the original contract.

USWSC is currently reviewing all operation and maintenance calculations and contracts for all the investor owned utilities and will be making any necessary adjustments to reflect actual costs of the utilities in revised contracts in the near future. The current revised Country Walk Contract amount is not covering actual costs and is believed to be receiving subsidies in the amount of approximately \$4,700 annually.

Upon further analysis of the previous contract calculations, it was discovered there were no costs included for either an operator or a maintenance technician. Only a small amount was included for turn ons/turn offs and a very small amount (\$43/month) for any necessary repairs. In addition the actual cost for tank inspections required by FDEP was too low and not covering the actual cost. Further there were no costs included for calibrating the water well meter. The original contract amount also did not cover the actual costs for billing, collection, and customer service. Thus, the original contract was not recovering the actual costs to operate and maintain the water system efficiently to provide high quality of water service.

If you have any questions, please do not hesitate to contact me at (727) 848-8292, ext. 245.

Respectfully Submitted,



Troy Rendell  
Vice President  
Investor Owned Utilities  
*// for Country Walk Utilities, Inc.*





FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

SOUTH DISTRICT  
P.O. BOX 2549  
FORT MYERS, FL 33902-2549

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CATERA  
LT. GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

July 7, 2014

Mr. Ron DeRossett  
U.S. Water Services Corporation  
4939 Cross Bayou Blvd.  
New Port Richey, Florida 34652  
[RDeRossett@uswatercorp.net](mailto:RDeRossett@uswatercorp.net)

Re: Compliance Assistance Offer  
Compliance Inspection Report  
Country Walk  
PWS I.D. Number: 6284114  
Highlands County – PW

Dear Mr. DeRossett:

A Compliance Inspection was conducted at your facility on June 27, 2014, under the authority of Section 403.061, Florida Statutes (F.S.). During this inspection, possible violations of Chapter 403, F.S., Chapter 62-550, Florida Administrative Code (F.A.C.), and Chapter 62-555, F.A.C. were observed. The purpose of this letter is to offer you compliance assistance as a means of resolving these matters.

Please see the attached inspection report for a full account of Department observations and be advised this Compliance Assistance Offer is part of an agency investigation preliminary to agency action in accordance with Section 120.57(5), F.S. We request you review the items of concern noted in the attached inspection report and respond in writing within **15 days** of receipt of this Compliance Assistance Offer. Your written response should either:

1. Describe what you have done to resolve the issue (see "Area of Concern" section of the report),
2. Provide information that either mitigates the concerns or demonstrates them to be invalid, or
3. Arrange for one of our inspectors to visit your facility to offer suggested actions to return to compliance without enforcement.

It is the Department's desire that you are able to document compliance or corrective actions concerning the possible violations identified in the attached inspection report so that this matter can be closed without enforcement. Your failure to respond promptly in writing (or by e-mail) may result in the initiation of formal enforcement proceedings.

Country Walk  
PWS I.D. Number: 6284114  
Compliance Assistance Offer  
Page 2 of 2

Please address your response and any questions to Gordon Romeis of the South District Office at (239) 344-5688 or via e-mail at [gordon.romeis@dep.state.fl.us](mailto:gordon.romeis@dep.state.fl.us). We look forward to your cooperation with this matter.

Sincerely,



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Jenifer Carpenter  
Assistant Director of District Management

Enclosure: Inspection Report





# Compliance Inspection Form

**BASIC INSPECTION AND SYSTEM INFORMATION**

Date of Inspection: June 27, 2014  
 Water System: Country Walk System Type: Community System PWS #: 6284114  
 System Address: End of Country Walk Blvd. Lake Placid Florida 33852  
 Owner Name: Mr. Gary Deremer  
 Owner Address: 4939 Cross Bayou Blvd., New Port Richey, Fl. 34652  
 Owner Phone: 727-848-8292 Owner Cell:  
 Owner Fax: Owner Email: gderemer@uswatercorp.net  
 Primary Contact Name: Mr. Ron DeRossett  
 Primary Contact Address: 4939 Cross Bayou Blvd., New Port Richey, Fl 34652  
 Primary Contact Phone: 904-540-9765 Primary Contact Cell:  
 Primary Contact Fax: Primary Contact Email: rderossett@uswatercorp.net  
 Operator Required?  Yes  No (if "No", Operator Section Not Applicable)  
 Operator Name: Ron DeRossett Operator Phone: 904-540-9765 Operator Email: rderossett@uswatercorp.net

SOURCE - WELL INFORMATION			DISTRIBUTION											
Well Number	AAO4478		Flushing of Dead Ends Compliant?	Y										
Well Artesian?	N		Valve Maintenance Compliant?	Y										
Setback Compliant?	Y		Distribution Map (C/350 / 150)	Y										
Well Head Sealed? (Pad/Conduit/Openings)	Y		Distribution CL Samples Compliant?	Y										
Well Casing 12" Above Grade? (2002)	Y		<small>≥3300: 1 grab per day serving water or 5 days per wk (whichever less)  <small>&lt; 3300: 1 grab per day serving water or 2 days per wk (whichever less)</small></small>											
Casing Vent Compliant? (2003)	Y		Records Properly Retained?	Y										
Check Valve Compliant?	Y		Preventative Maintenance Plan?	Y										
Tap Compliant? (smooth/12" high/ pre-check)	Y		Flow Meter Accuracy Checked? (5 yrs)	Y										
6' x 6' x 4" Well Apron? (2002)	Y		Bacteriological Sampling? (Plan / Sampling)	Y										
Flow Measureable?	Y		Chemical Sampling? (Plan / Sampling)	Y										
Well Security Measure Compliant?	Y		Process Performance Records?	NA										
Auxiliary Power? (C/350 / 150)	NA		Cross Connection Control Plan? (C)	Y										
CL Storage Compliant (no organics/sun)			Y	Any Cross Connections Observed?	N									
Loss of Chlorine Alarm Compliant?			NA	Pb and Cu Sampling Plan? (C, NTNG)	Y									
CL Testing Following S.O.P.			Y	Auxiliary Power Maintenance? (C)	Y									
Plant Security Measures Compliant?			Y	Emergency Response Plan? (C / 350 / 150)	NA									
HYPO			OPERATOR											
CL Solution NSF Approved?	Y		O & M Log Compliant?	Y										
Solution Vat Compliant? (covered)	Y		Operator Visits Compliant	Y										
Safety: (Gloves/ Apron Eyewash/ Etc.)	Y		MORs Submittal Compliant?	Y										
GAS			4-Log											
Spare Chlorination Compliant?	NA		Facility 4-Log Approved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Loss of Chlorine Alarm Compliant?	NA		4-Log Approval In Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No											
CL Room Complaint? (Separate/ Vented)	NA		<b>FOLLOW -UP TO LAST INSPECTION</b>											
Scale Compliant?	NA		Last Inspection Fully Compliant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Auto Switchover Provided?	NA		<b>CL FIELD SAMPLING RESULTS</b>											
Safety: (SCBA/ Gloves Ammonia/ Panic HW)	NA		Free Chlorine <input checked="" type="checkbox"/>	Total Chlorine <input type="checkbox"/>										
ADDITIONAL			<table border="1"> <thead> <tr> <th>PLANT</th> <th>DISTRIBUTION</th> </tr> </thead> <tbody> <tr> <td>Not Run</td> <td>3.3 (mg/L)</td> </tr> <tr> <td></td> <td>Conducted By: Gordon</td> </tr> <tr> <td></td> <td>Time: 9:45</td> </tr> <tr> <td></td> <td>Location: Remote tap</td> </tr> </tbody> </table>		PLANT	DISTRIBUTION	Not Run	3.3 (mg/L)		Conducted By: Gordon		Time: 9:45		Location: Remote tap
PLANT	DISTRIBUTION													
Not Run	3.3 (mg/L)													
	Conducted By: Gordon													
	Time: 9:45													
	Location: Remote tap													
STORAGE			Inspector Used FDEP Test Kit # 2											
Tank Number	Hydropneumatic													
Inspections Compliant? (annual / 5 yr)	N													
Overflow / Vents Compliant?	NA													
Pressure Relief Valve Provided? (Hydro)	Y													
Security Measures Compliant?	Y													



**AREAS OF CONCERN**

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1. The new well for this system has a total sulfide level that requires treatment to comply with Rule 62-555.315 (5), Florida Administrative Code. Please submit a plan of corrective action to the Department that will result in compliance with the Rule.
2. Department records show that the hydropneumatic tank is due for the five year inspection and cleaning. If the tank has been done within the past 5 years, then please provide the engineering report. If the tank has not, then please have the tank inspected and cleaned in accordance with the requirements of Rule 62-550.350 Florida Administrative Code.

**REMARKS AND RECOMMENDATIONS**

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1. The Unique Well Identification number AAO4478 has been issued for the new well.
2. Please review your Cross Connection Control Plan to verify that it is not less stringent than, or inconsistent with, the newly revised Cross Connection Control Rule 62-555.360, F.A.C. If the existing plan does not meet the intent of the new rule then please provide the Department with a written description and schedule of actions to bring the written plan into compliance with the newly revised rule.

**PHOTOS**

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None

Inspectors Signature: *Gordon Rome* Title: EC Date: July 1, 2014

Review Signature: *Elizabeth Bell* Title: EM Date: July 3, 2014





STATE OF FLORIDA PERMIT APPLICATION TO CONSTRUCT, REPAIR, MODIFY, OR ABANDON A WELL

- X Southwest
Northwest
St. Johns River
South Florida
Suwannee River
DEP
Delegated Authority (if Applicable)

PLEASE FILL OUT ALL APPLICABLE FIELDS
(\*Denotes Required Fields Where Applicable)
The water well contractor is responsible for completing this form and forwarding the permit application to the appropriate delegated authority where applicable.

Permit No. 822013
Florida Unique ID
Permit Stipulations Required (See Attached) 03, 39
62-524 Quad No. Q2712 Delineation No.
CUP/WUP Application No.

ABOVE THIS LINE FOR OFFICIAL USE ONLY

1. HOLMES UTILITIES/COUNTRY WALK 760 HENSCRATCH ROAD LAKE PLACID, FL
\*Owner, Legal Name if Corporation \*Address \*City \*State \*ZIP \*Telephone Number

2. 29 LAKE SIDE TRAIL LAKE PLACID
\*Well Location - Address, Road Name or Number, City

3. C15362901000A20000
\*Parcel ID No. (PIN) or Alternate Key (Circle One) Lot Block Unit

4. 16 36 29 HIGHLANDS COUNTRY WALK
\*Section or Land Grant \*Township \*Range \*County Subdivision Check if 62-524: Yes X No

5. Charles H Lindsay Jr Inc 9381 (863) 382-9726 lindsayt@centurylink.net
\*Water Well Contractor \*License Number \*Telephone Number E-mail Address

6. PO Box 7293 SEBRING FL 33872
\*Water Well Contractor's Address City State ZIP

7. \*Type of Work: X Construction Repair Modification Abandonment

8. \*Number of Proposed Wells 1 Reason for Repair, Modification, or Abandonment

9. \*Specify Intended Use(s) of Well(s):
Domestic Landscape Irrigation Agricultural Irrigation Site Investigation
Bottled Water Supply Recreation Area Irrigation Livestock Monitoring
Public Water Supply (Limited Use/DOH) Nursery Irrigation Test
X Public Water Supply (Community or Non-Community/DEP) Commercial/Industrial Earth-Coupled Geothermal
Class I Injection Golf Course Irrigation HVAC Supply
Class V Injection: Recharge Commercial/Industrial Disposal Aquifer Storage and Recovery Drainage
Remediation: Recovery Air Sparge Other (Describe)
Other (Describe) (Note: Not all types of wells are permitted by a given permitting authority)

Date Stamp
Received:
Jun 7, 2012 6:45 pm
Official Use Only

10. \*Distance from Septic System if <=200 ft. 200 11. Facility Description 12. Estimated Start Date 06/07/2012

13. \*Estimated Well Depth 480 ft. \*Estimated Casing Depth ft. \*Primary Casing Diameter 5 in. Open Hole: From To ft.

14. Estimated Screen Interval: From To ft.

15. \*Primary Casing Material: Black Steel Galvanized X PVC Stainless Steel
Not Cased Other:

16. Secondary Casing: Telescope Casing Liner Surface Casing Diameter in.

17. Secondary Casing Material: Black Steel Galvanized PVC Stainless Steel Other

18. \*Method of Construction, Repair, or Abandonment: Auger Cable Tool Jetted X Rotary Sonic
Combination (Two or More Methods) Hand Driven (Well Point, Sand Point) Hydraulic Point (Direct Push)
Horizontal Drilling Plugged by Approved Method Other (Describe)

19. Proposed Grouting Interval for the Primary, Secondary, and Additional Casing:
From To Seal Material ( Bentonite Neat Cement Other )
From To Seal Material ( Bentonite Neat Cement Other )
From To Seal Material ( Bentonite Neat Cement Other )
From To Seal Material ( Bentonite Neat Cement Other )

20. Indicate total number of existing wells on site 1 List number of existing unused wells on site 1

21. \*Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP Application? Yes X No If yes, complete the following: CUP/WUP No. District Well ID No.

22. Latitude 27 20 30.70 Longitude 81 25 50.30

23. Data Obtained From: GPS X Map Survey Datum: NAD 27 X NAD 83 WGS 84

I hereby certify that I will comply with the applicable rules of Title 40, Florida Administrative Code, and that a water use permit or artificial recharge permit, if needed, has been or will be obtained prior to commencement of well construction. I further certify that all information provided in this application is accurate and that I will obtain necessary approval from other federal, state, or local governments, if applicable. I agree to provide a well completion report to the District within 30 days after completion of the construction, repair, modification, or abandonment authorized by this permit, or the permit expiration, whichever occurs first.

I certify that I am the owner of the property, that the information provided is accurate, and that I am aware of my responsibilities under Chapter 373, Florida Statutes, to maintain or properly abandon this well; or, I certify that I am the agent for the owner, that the information provided is accurate, and that I have informed the owner of his responsibilities as stated above. Owner consents to allowing personnel of this WMD or Delegated Authority access to the well site during the construction, repair, modification, or abandonment authorized by this permit.

Digitally Signed 9381 Digitally Signed 6/8/2012
\*Signature of Contractor \*License No. \*Signature of Owner or Agent \*Date

DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY

Approval Granted By Steven Camp STATUS: ISSUED Issue Date 06/08/2012 Expiration Date 09/06/2012 Hydrologist Approval

Fee Received \$130.00 Receipt No. 8324033 Check No.

THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY AN AUTHORIZED OFFICER OR REPRESENTATIVE OF THE WMD OR DELEGATED AUTHORITY. THE PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.





# STATE OF FLORIDA WELL COMPLETION REPORT

- Southwest
  - Northwest
  - St. Johns River
  - South Florida
  - Suwannee River
  - DEP
  - Delegated Authority (If Applicable) \_\_\_\_\_
- PLEASE, FILL OUT ALL APPLICABLE FIELDS  
(\* Denotes Required Fields Where Applicable)

Date Stamp  
Received:  
Jun 27, 2012 8:29 pm

Official Use Only

1. \*Permit Number 822013 \*CUP/WUP Number \_\_\_\_\_ \*DID Number \_\_\_\_\_ 62-524 Delineation No. \_\_\_\_\_

2. \*Number of permitted wells constructed, repaired, or abandoned 1 \*Number of permitted wells not constructed, repaired, or abandoned 0

3. \*Owner's Name HOLMES UTILITIES/COUNTRY WALK 4. \*Completion Date 06/14/2012 5. Florida Unique ID \_\_\_\_\_

6. 29 LAKE SIDE TRAIL LAKE PLACID 33852  
\*Well Location - Address, Road Name or Number, City, ZIP

7. \*County HIGHLANDS \*Section 16 Land Grant \_\_\_\_\_ \*Township 36 \*Range 29

8. Latitude 27 20 30.70 Longitude 81 25 50.30

9. Data Obtained From: GPS  Map  Survey  Datum: NAD 27  NAD 83  WGS 84

10. \*Type of Work:  Construction  Repair  Modification  Abandonment

11. \*Specify Intended Use(s) of Well(s):  
 Domestic  Landscape Irrigation  Agricultural Irrigation  Site Investigation  
 Bottled Water Supply  Recreation Area Irrigation  Livestock  Monitoring  
 Public Water Supply (Limited Use/DOH)  Commercial/Industrial  Test  
 Public Water Supply (Community or Non-Community/DEP)  Golf Course Irrigation  Earth-Coupled Geothermal  
 Class I Injection  HVAC Supply  
 HVAC Return  
 Class V Injection:  Recharge  Commercial/Industrial Disposal  Aquifer Storage and Recovery  Drainage  
 Remediation:  Recovery  Air Sparge  Other (Describe) \_\_\_\_\_  
 Other (Describe) \_\_\_\_\_

12. \*Drill Method:  Auger  Cable Tool  Rotary  Combination (Two or More Methods)  Jetted  Sonic  
 Horizontal Drilling  Hydraulic Point (Direct Push)  Other \_\_\_\_\_

13. \*Measured Static Water Level 40.0 ft. Measured Pumping Water Level 120 ft. After 1 Hours at 75 GPM

14. \*Measuring Point (Describe) top casing Which is 0.5 ft.  Above  Below Land Surface \*Flowing:  Yes  No

15. \*Casing Material:  Black Steel  Galvanized  PVC  Stainless Steel  Not Cased  Other \_\_\_\_\_

16. \*Total Well Depth 480.0 ft. Cased Depth 280.0 ft. \*Open Hole: From \_\_\_\_\_ To \_\_\_\_\_ ft. \*Screen: From \_\_\_\_\_ To \_\_\_\_\_ ft. Slot Size \_\_\_\_\_

17. \*Abandonment:  Other (Explain) \_\_\_\_\_

From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____

18. \*Surface Casing Diameter and Depth:

Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____

19. \*Primary Casing Diameter and Depth:

Dia <u>5.00</u> in. From <u>0.00</u> ft. To <u>280.00</u> ft. No. of Bags <u>78.00</u>	Seal Material (Check One): <input checked="" type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____

20. \*Liner Casing Diameter and Depth:

Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____

21. \*Telescope Casing Diameter and Depth:

Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____
Dia _____ in. From _____ ft. To _____ ft. No. of Bags _____	Seal Material (Check One): <input type="checkbox"/> Neat Cement <input type="checkbox"/> Bentonite <input type="checkbox"/> Other _____

22. Pump Type (If Known):  Centrifugal  Jet  Submersible  Turbine

Horsepower \_\_\_\_\_ Pump Capacity (GPM) \_\_\_\_\_

Pump Depth \_\_\_\_\_ ft. Intake Depth \_\_\_\_\_ ft.

23. Chemical Analysis (When Required):  
 Iron \_\_\_\_\_ ppm Sulfate \_\_\_\_\_ ppm Chloride \_\_\_\_\_ ppm  
 Laboratory Test  Field Test Kit

24. Water Well Contractor:  
 \*Contractor Name Charles H Lindsay Jr Inc \*License Number 9381 E-mail Address lindsaytl@centurylink.net  
 \*Contractor's Signature Digitally Signed \*Driller's Name (Print or Type) Charles H Lindsay Jr  
 (I certify that the information provided in this report is accurate and true.)







An Equal Opportunity Employer

# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at [WaterMatters.org](http://WaterMatters.org)

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

**H. Paul Seaft, Jr.**  
Chair, Polk

**Hugh M. Gramling**  
Vice Chair, Hillsborough

**Douglas B. Tharp**  
Secretary, Sumter

**Albert G. Joerges**  
Treasurer, Sarasota

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**Carlos Bernff**  
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**Bryan K. Beswick**  
DeSoto

**Jennifer E. Closshey**  
Hillsborough

**Randall S. Maggard**  
Pasco

**Blake C. Guilfoxy**  
Executive Director

June 8, 2012

Country Walk  
760 Henscratch Road  
Lake Placid, FL 33852

**Subject:** Preliminary Classification of the Proposed Public Supply Well Construction Application as a Chapter 62-555 "Community" Public Supply Well System at: Holmes Utilities / Country Walk, 29 Lake Side Trail, Lake Placid, FL 33852

Dear Applicant:

The proposed well (under well construction permit application number 822013) has preliminarily been classified as part of a Community Public Water Supply System under Chapter 62-550.200, Florida Administrative Code (F.A.C.).

The well construction permit from the District is valid only for construction of the public supply well. It will be necessary to apply to the local Florida Department of Environmental Protection (F.D.E.P.) office or an Approved County Health Department (A.C.H.D.) for a final classification determination and approval of plans and specifications for a "Public Drinking Water System Construction Permit". For further information regarding classification or permitting requirements of the drinking water system, Contact: Gordon Romeis of the F.D.E.P. at (239) 344-5688.

A well completion report shall be submitted to the District by the water well contractor within 30 days after the expiration of the well construction permit.

If you have any questions about the District's well construction permitting procedures, please contact me at (813) 985-7481 extension 4366.

Sincerely,

Steven C. Camp, P.G.  
Water Use Permit Bureau

xc: Gordon Romeis, Florida Department of Environmental Protection



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**STIPULATION # 3 - PUBLIC SUPPLY WELLS**

- A. Compliance with state and local county health regulations as per Chapter 62-555, Florida Administrative Code (F.A.C.), is required via the Drinking Water System Permit.
- B. Compliance with Chapters 62-532 and 62-555, F.A.C., on construction standards and grouting procedures for Public Supply Wells shall be followed.
- C. Well grouting operations shall be observed by a designated Southwest Florida Water Management District (SWFWMD) representative. Arrangements for an observer shall be made with the local Regulation Department 24-hours in advance of grouting operations. Observers will be available for assignment during normal working hours (8:00 a.m. - 4:30 p.m.), Monday through Friday. Travel time must be taken into consideration. Exceptions may be made for extenuating circumstances. Contact the Field Service Supervisor, in the Bartow office at (863) 534-1448, 24 hours prior to grouting.
- D. This well site has been judged as satisfactory based on the location and information provided to the County Health Department or SWFWMD at the time of the well site inspection. Any change in the location of the proposed well must be coordinated with the Well Construction Permit Geologist at (813) 985-7481, or 1-800-836-0797.
- E. All final clearances by the SWFWMD will be held until a completion report has been received from the water well contractor.
- F. The well casing must extend a minimum of 18 inches above final grade elevation.

Permit No. 822013

Date: June 8, 2012

**SEE ATTACHED NOTICE TO OWNER**

**(11/03)**

## NOTICE TO OWNER

### Stipulation # 3 - Public Supply Wells

1. Public Supply Wells must meet certain setback requirements from all potential sources of contamination. To obtain and retain your Drinking Water System Permit, please coordinate any future development of the surrounding property within 200' of your well site with the Florida Department of Environmental Protection.
2. All Public Supply Wells must have a concrete platform (6 ft. by 6 ft. minimum size) around the wellhead. Also, for wells located in level areas, well-tamped or puddled earth shall be placed around the well so as to elevate the concrete platform.
3. Southwest Florida Water Management District (SWFWMD) will not release the final construction clearance of this well until a Completion Report has been received from the water well contractor. The Drinking Water System Permit will not be issued without this clearance.
4. In the event the well is abandoned, a SWFWMD abandonment permit shall be obtained prior to commencing with abandonment operations.

Permit No. 822013

Date: June 8, 2012

(11/03)

**FW: Country Walk / Holmes Utilities Public Supply Well Replacement**

From: Carol Powers (cpowers70@hotmail.com)  
Sent: Thu 6/07/12 4:04 PM  
To: Lisa Holmes (puslkh@hotmail.com)  
1 attachment  
xxxxxx\_100 & 200 ft sitemap.pdf (908.3 KB)

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From: Steve.Camp@swfwmd.state.fl.us  
To: cpowers70@hotmail.com  
Date: Thu, 7 Jun 2012 15:25:08 -0400  
Subject: FW: Country Walk / Holmes Utilities Public Supply Well Replacement

Danny / Carol,

For your reference, I've attached a map of the proposed well location agreed upon when Danny and Laura met on-site earlier this week. As you can see in the e-mail below I also provided it to Charles Lindsay whom I understand will be submitting the well construction permit application.

Steve

Steve Camp, P. G.

Professional Geologist, Water Use Permit Bureau

Southwest Florida Water Management District

7601 U.S. Highway 301 North

Tampa, Florida 33637-6759

Phone: (813) 985-7481 or 800-836-0797 (FL only), ext. 4366

Email: [steve.camp@watermatters.org](mailto:steve.camp@watermatters.org)

[WaterMatters.org/ePermitting](http://WaterMatters.org/ePermitting)

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**From:** Steve Camp  
**Sent:** Thursday, June 07, 2012 2:01 PM  
**To:** 'lindsaytl@centurylink.net'  
**Subject:** Country Walk / Holmes Utilities Public Supply Well Replacement

Charles,

I've attached a map I put together based on the site inspection our representative, Laura Howe, performed when she met with Mr. Holmes to site the proposed new Public Supply Well for the Country Walk Subdivision. From discussion with Mr. Holmes, I understand you will soon be submitting the application to construct the well. Therefore, I'm sending you this for your reference to help with your application submittal. Laura took a GPS reading during the site visit. The latitude - longitude she measured was 27 20 30.70 - 81 25 50.30.

Steve

Steve Camp, P. G.

Professional Geologist, Water Use Permit Bureau

Southwest Florida Water Management District

7601 U.S. Highway 301 North

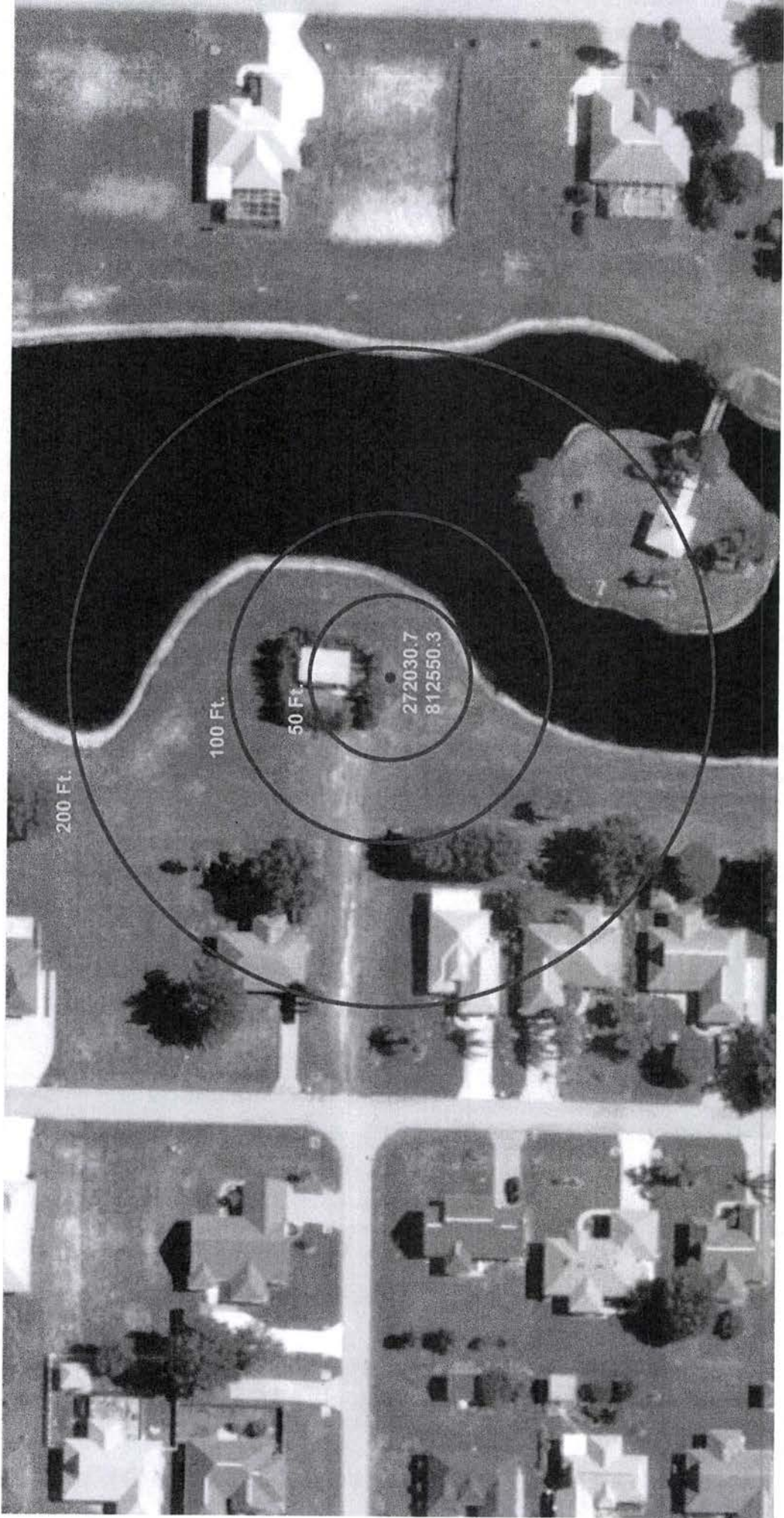
Tampa, Florida 33637-6759

Phone: (813) 985-7481 or 800-836-0797 (FL only), ext. 4366

Email: [steve.camp@watermatters.org](mailto:steve.camp@watermatters.org)

[WaterMatters.org/ePermitting](http://WaterMatters.org/ePermitting)





BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION,

IN THE OFFICE OF THE  
SOUTH DISTRICT

Petitioner,

v.

OGC FILE NO.: 12-1514

HOLMES UTILITIES, INC.,

Respondent.

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CONSENT ORDER

This Consent Order is entered into between the State of Florida Department of Environmental Protection ("Department) and HOLMES UTILITIES, INC. ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds but the Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Fla. Stat., and the rules promulgated thereunder in Florida Administrative Code ("Fla. Admin. Code) Title 62.

2. Respondent is a Florida corporation that owns and operates a water treatment plant and its associated piping known as the Country Walk water system, PWS ID Number 6284114 ("System"). The System has groundwater as its water source and provides water to the Country Walk subdivision, a single family development



("Development"). There are 67 service connections serving 167 individuals in the Development. The System is located on Lakeside Trail in Lake Placid, Highlands County, Florida, Latitude 27° 20' 30.9382" N Longitude 81° 25' 50.2513" W.

3. On July 5, 2012 the Department inspected the System. The Department observed the following modifications at the System:

- (a) Respondent installed, disinfected, and connected a new well to a temporary reservoir with a flexible hose. This well was being used to provide water to the System.
- (b) Respondent installed an electrical line to power the well pump.
- (c) Respondent constructed a concrete pad around the new well.
- (d) Respondent modified the piping from the old well to the System by adding piping that ends at the edge of the concrete pad constructed around the new well.

4. The Department issued a Warning Letter to the Respondent on July 12, 2012. The Respondent refused to enter into a Consent Order with the Department.

5. On July 19, 2012, the Department again inspected the System. The Department observed that the temporary reservoir had been removed from the System and the new well had been connected to the newly installed piping. Consequently, the new well is directly connected to the System. Respondent also installed a check valve, flow meter, and sample tap in the piping.

6. On July 20, 2012, Respondent's engineer submitted an application to the Department for a permit to construct the System modifications referenced above. The Department returned the application to Respondent on July 23, 2012 and advised the



Respondent that the project would be processed through an appropriate enforcement action.

7. Respondent did not apply for a permit from the Department to construct modifications to the System prior to their construction and placement into operation. The Department did not issue a permit for modifications to the System or provide approval or clearance to place the new well or the modifications into operation.

8. Respondent failed to collect and analyze two coliform bacteria samples from the distribution system of the System during the month of July 2012.

9. On October 10, 2012, Respondent submitted chemical analysis reports to the Department of the water from the System. These reports indicate a total sulfides level of 3.8 milligrams per liter (mg/L). Respondent failed to provide aeration or other appropriate treatment of the water from the new or altered well to remove total sulfide as necessary.

10. On October 10, 2012, Respondent submitted chemical analysis reports of the water from the System to the Department for Total Trihalomethanes (TTHMs) and Haloacetic Acids (Five) (HAA5s). The reports indicate TTHMs levels of 0.1081 mg/L and HAA5s of .08933 mg/L. These chemicals exceed the Maximum Contaminant Levels of 0.080 mg/L, and 0.060 mg/L respectively.

#### COUNT I

11. On July 5, 2012, Respondent placed a disinfected well into operation without Department approval.

#### COUNT II

12. On or about July 5, and July 19, 2012, Respondent altered System components without obtaining a Department permit.

The processing fee for the permit needed to construct the modifications of the System is \$900.00. Respondent avoided the required processing fee by constructing the modifications to the System without Department authorization. The Department reviewed the System modifications for rule consistency and public safety after they were constructed.

#### COUNT III

13. Respondent failed to collect and analyze two coliform bacteria samples from the distribution system of the System during the month of July 2012.

#### COUNT IV

14. Respondent failed to provide treatment of the water from the new well to remove total sulfide to a level less than 0.3 mg/L.

#### COUNT V

15. The Department has incurred expenses to date while investigating this matter in the amount of not less than \$500.

#### CONCLUSIONS OF LAW

The Department has evaluated the Findings of Fact with regard to the requirements of Chapter 403, Fla. Stat. and Fla. Admin. Code Title 62. Based on the foregoing facts the Department has made the following conclusions of law:

16. Respondent is a "person" as defined in Section 403.852(5), Fla. Stat.

17. Respondent is the owner and operator of the System and is a "supplier of water" as defined in Section 403.852(8), Fla. Stat.

18. The System is a "public water system" and is a "community water system" as defined in Sections 403.852(2) and (3), Fla. Stat., respectively. The System is also a ground water system as that term is used in Chapters 62-550 and 62-555, Fla. Admin. Code.

19. The Department is imposing an administrative penalty of less than or equal to \$10,000.00 in this Notice of Violation as calculated in accordance with Section 403.121, Fla. Stat.

20. The facts in Count I constitute a violation of Rule 62-555.315(6)(d), Fla. Admin. Code, which requires Department approval prior to placing disinfected wells into operation. The facts also constitute a violation of Section 403.859(2) Fla. Stat., which makes it a violation for a supplier of water to fail to comply with Department rules adopted pursuant to the Florida Safe Drinking Water Act.

21. The violation in Count I is not specifically listed in Section 403.121(3) or (4), Fla. Stat. Therefore, the violation falls under Section 403.121(5), Fla. Stat. for the failure to comply with a rule requirement not otherwise listed in Section 403.121(3) or (4), and Fla. Stat. Section 403.121(5), Fla. Stat. requires an assessment of an administrative penalty of \$500.00.

22. The facts described in Count II constitute a violation of Rule 62-555.520(1), Fla. Admin. Code, which requires a permit for construction or alteration of any public water system component. The facts also constitute a violation of Section 403.859(2), Fla. Stat., which makes it a violation for a supplier of water to fail to comply with Department rules adopted pursuant to the Florida Safe Drinking Water Act.



23. The violation in Count II requires an assessment of an administrative penalty of \$3,000 under Section 403.121(4)(c), Fla. Stat.

24. The facts related in Count II establish Respondent gained a direct economic benefit of \$900.00 by failing to apply for the required construction permit. Therefore, the base penalty is increased by an additional \$900.00 pursuant to Section 403.121(8), Fla. Stat.

25. The facts described in Count III constitute a violation of Rule 62-550.518(2), Fla. Admin. Code, which requires Respondent to collect and analyze two total coliform bacteria samples from the distribution system per month. The facts also constitute a violation of Section 403.859(2) Fla. Stat., which makes it a violation for a supplier of water to fail to comply with Department rules adopted pursuant to the Florida Safe Drinking Water Act.

26. The violation in Count III requires an assessment of an administrative penalty of \$2,000 under Section 403.121(4)(d) Fla. Stat.

27. The facts described in Count IV constitutes a violation of Rule 62-555.315(5)(a), Fla. Admin. Code, which requires the Respondent to provide aeration or other appropriate treatment of the water from the new or altered well to remove total sulfide as necessary.. The facts also constitute a violation of Section 403.859(2) Fla. Stat., which makes it a violation for a supplier of water to fail to comply with Department rules adopted pursuant to the Florida Safe Drinking Water Act.

28. The violation in Count IV requires an assessment of an administrative penalty of \$4,000 under Section 403.121(4)(d) Fla. Stat.

29. Total administrative penalty is \$10,400 but is capped at \$10,000 under 403.121(2)(b), Fla. Stat. However, the Department has agreed to lower **the total administrative penalty to \$5,400.00.**

30. The costs and expenses related in Count V are reasonable costs and expenses incurred by the State while investigating this matter, which are recoverable pursuant to Section 403.860(3) Fla. Stat.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is,

ORDERED:

31. Respondent shall in the future obtain appropriate permits from the Department for construction or modification of community water systems.. Respondent shall correct and redress all violations in the time periods required below and shall comply with all applicable rules in Fla. Admin. Code Chapters 62-550 and 62-555. All documents, reports, and test results that are required to be submitted to the Department shall be submitted to: Gordon Romeis, Department of Environmental Protection, South District Office, P.O. Box 2549, Fort Myers, Florida 33902-2549.

32. Within 30 days of the effective date of this Order, Respondent shall submit to the Department:

a) as built drawings of the new well and associated piping that were constructed. Well logs of the new well shall be included with the as built drawings. These drawings shall be signed and sealed by a Florida Registered Professional



Engineer. A P.E. certification that all materials used by the respondent comply with the applicable NSF standards is also required.

b) a plan of corrective action from a Florida Registered Professional Engineer to address the elevated total sulfide concentration. This plan shall also include a water quality and treatment evaluation that affirmatively demonstrates that secondary maximum contaminant levels for color and odor will not be exceeded in the water supplier's water distribution system or in customers' potable water systems.

c) a plan of corrective action from a Florida Registered Professional Engineer to address the elevated TTHMs and HAA5s levels.

d) a completed application for a permit to construct the modifications proposed by the Engineer to the Department. The application shall be on the appropriate Department forms and include the appropriate permit processing fee. Respondent shall retain the Engineer to provide additional information needed by the Department for the processing of the construction permit application. Such requests for information must be answered by Respondent within 20 days of their receipt by the Engineer.

33. Respondent shall complete the construction of the System modifications within 90 days of the date of issuance of the construction permit.

34. The Engineer shall submit certification of completion documents for the System modifications to the Department within 90 days of the date of issuance of the construction permit.

35. Respondent shall place the System modifications into service within 15 days after receipt of clearance to do so by the Department

36. Within 180 days of the effective date of this Order, Respondent shall pay \$5,400.00 to the Department for the administrative penalties and direct economic benefit imposed above. Payment shall be made by cashier's check or money order payable to the "State of Florida Department of Environmental Protection" and shall include thereon the OGC Case number and the notation "Ecosystem Management and Restoration Trust Fund." The payment shall be sent to Florida Department of Environmental Protection, P. O. Box 2549, Fort Myers, Florida 33902-2549.

37. In addition to the administrative penalties, within 180 days of the effective date of this Order, Respondent shall pay \$500.00 to the Department for costs and expenses. Payment shall be made by cashier's check or money order payable to the "State of Florida Department of Environmental Protection" and shall include thereon the OGC Case number assigned to this case and the notation "Ecosystem Management and Restoration Trust Fund." The payment shall be sent to Florida Department of Environmental Protection, P. O. Box 2549, Fort Myers, Florida 33902-2549.

37 Entry of this Consent Order does not relieve Respondent of the need to comply with applicable federal, state or local laws, regulations or ordinances.

38. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69.

39. Persons who are not parties to this Consent Order but whose substantial interests are affected by this Consent Order have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes, to petition for an administrative hearing on it. The Petition must contain the information set forth below and must be filed (received) at the



Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The petition shall contain the following information:

- (a) The Department's Consent Order identification number and the county in which the subject matter or activity is located;
- (b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- (c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- (d) A statement of when and how the petitioner received notice of the Consent Order;
- (e) A statement of all material facts disputed by petitioner, if any;
- (f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- (g) A statement of which rules or statutes the petitioner contends require reversal or modification of the Consent Order; and

(h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

A person whose substantial interests are affected by the Consent Order may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes, or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the



Respondent, the Department, and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by the Consent Order. The agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 10 days after the deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

(a) The names, addresses, and telephone numbers of any persons who may attend the mediation;

(b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;

(c) The agreed allocation of the costs and fees associated with the mediation;

(d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;

(e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;

(f) The name of each party's representative who shall have authority to settle or recommend settlement; and

(g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this notice of intent or a statement clearly identifying the petition for hearing that each party has already filed, and incorporating it by reference.

(h) The signatures of all parties or their authorized representatives.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for requesting and holding an administrative hearing. Unless

otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above, and must therefore file their petitions within 21 days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

40. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes, or the rules promulgated thereunder that are not specifically addressed by the terms of this Consent Order.

41. The Department, for and in consideration of the complete and timely performance by Respondent of the obligations agreed to in this Consent Order, hereby waives its right to seek judicial imposition of damages or civil penalties for alleged violations addressed in this Consent Order.

42. Respondent acknowledges and waives its right to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, on the terms of this Consent Order. Respondent acknowledges its right to appeal the terms of this Consent Order pursuant to Section 120.68, Florida Statutes, and waives that right upon signing this Consent Order.



43. No modifications of the terms of this Consent Order shall be effective until reduced to writing and executed by both Respondent and the Department.

44. This Consent Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Consent Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law.

45. This Consent Order is a final order of the Department pursuant to Section 120.52(7), Florida Statutes, and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition this Consent Order will not be effective until further order of the Department.

FOR THE RESPONDENT:

\_\_\_\_\_  
Holmes Utilities, Inc.  
By: Daniel Holmes  
As its: Officer

\_\_\_\_\_  
DATE

DONE AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
in \_\_\_\_\_, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Jon Iglehart  
South District Director

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

cc: Lea Crandall, Agency Clerk  
Mail Station 35



# **U.S. Water Services Corporation**

Water and Wastewater Utility Operations, Maintenance,  
Engineering, Management

## **AGREEMENT FOR SERVICES**

XX **Water System Operations**  
       **Wastewater System Operations**  
XX **Maintenance**  
XX **Customer Service**

THIS AGREEMENT is entered into this **October 1, 2013**, by and between:

**Country Walk Utilities, Inc.** with its principal mailing address at 5320 Captains Court, New Port Richey, Florida 34652 (hereinafter "OWNER")

AND

**U.S. Water Services Corporation**, with its principal mailing address at 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652 (hereinafter "USWSC").

**WHEREAS**, OWNER owns and provides for the operation and administration of a water treatment, distribution and transmission system; and/or wastewater treatment, collection and lift station facilities; and customer service billing and collection; and

**WHEREAS**, OWNER desires to employ the services of USWSC in the operation, maintenance and billing/collection (OM&BC) of the Utility System, and USWSC desires to perform such services for the compensation provided for herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, OWNER and USWSC agree as follows:

### **1. General Provisions**

1.1

Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix A.

1.2

All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by OWNER shall remain the exclusive property of OWNER unless specifically provided for otherwise in this Agreement.

1.3

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

1.4

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.

1.5

All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed effectively given as follows:

1.5.1 If delivered personally or by courier mail service (e.g., Federal Express or United Parcel Service), upon delivery;

1.5.2 If mailed by certified or registered U.S. mail, return receipt requested, upon deposit in the United States mail, postage prepaid.

1.5.3 If in any other manner, upon actual receipt.

1.6

This Agreement, including appendices, is the entire Agreement between the parties. This Agreement may be modified only by subsequent written agreement signed by both parties. Wherever used, the terms "USWSC" and "OWNER" shall include the respective officers, agents, directors, elected or appointed officials and employees



and, where appropriate, subcontractors, or anyone acting on their behalf.

1.7

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

1.8

It is understood that the relationship of USWSC to OWNER is that of a contracted service corporation. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for professional contract operators similarly situated in the same geographic region and at the same time.

1.9

The OWNER and USWSC are the only parties to this Agreement. No third party rights or benefits are intended to or shall arise by reason of this Agreement.

1.10

If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation in addition to any other relief to which it may be entitled.

This area left intentionally blank.

## 2. USWSC Scope of Services – Base Contract Service

### 2.1

Upon signing of this agreement, USWSC will staff the Utility System (as described in Appendices D,F,I) with employees who have met appropriate licensing and certification requirements of the State of Florida, and employ the appropriate skilled staff to maintain the service specified herein. A further break down of the Scope of Services is displayed in Table 4.

### 2.2

USWSC operators shall have ongoing training and education appropriate to personnel in all necessary areas of required water/wastewater process control, operations, maintenance, safety and supervisory skills. All operators employed for the facility will be trained in drinking water treatment plant operation and/or domestic wastewater treatment plant operator as regulatory permits require, and licensed by FDEP. USWSC will ensure that all personnel have the proper training to perform their jobs safely and efficiently.

### 2.3

USWSC shall develop, or supply, and utilize Computerized Maintenance Management Systems (CMMS) and process monitoring.

### 2.4

Within 90 days after USWSC begins service under this Agreement, USWSC will provide a statement of condition (SOC) of the utility system which will include any physical inventory of OWNER'S utility equipment and spare parts in use or associated with the system, and a general statement as to the condition of each piece of equipment. The SOC will also include recommendations for improved O&M efficiencies, capital improvements and estimated cost to implement all recommendations.

### 2.5

USWSC will provide OWNER with a physical inventory of chemicals and other consumables on hand when USWSC begins services under this Agreement within 7 days of service startup. USWSC will provide OWNER with the same quantity of chemicals or equivalent upon termination of this Agreement.



## 2.6

USWSC shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by OWNER and assist OWNER in enforcing existing equipment warranties and guarantees.

## 2.7

USWSC shall provide the OWNER with documentation that preventive maintenance is being performed CMMS on Owner's owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be feasibly determined by the OWNER. Such a maintenance program shall include documentation of corrective and preventive maintenance.

## 2.8

USWSC shall operate, maintain and/or monitor the Utility System as FDEP permitting dictates and maintain a 24-hour per day, seven-day per week scheduled, on call emergency staff and live answering service. USWSC will respond to call outs, assess the situation and make necessary arrangement to contain or repair the problem. USWSC shall notify the OWNER of emergency type repairs within 2 hours of incident.

## 2.9

Visits may be made at a reasonable time by Owner's employees if previously authorized by owner or designated by Owner's representative. Keys for the system shall be provided to OWNER by USWSC for such visits. All visitors to the System shall comply with USWSC' operating and safety procedures and register in utility log books.

## 2.10

USWSC will implement and maintain an employee safety program in compliance with all Occupational Safety and Health Administration (OSHA) laws and regulation specified in OSHA 1910 which is designed to provide a safe and healthful workplace. Provide all necessary equipment to employees to perform their tasks in a safe and efficient manner. USWSC will make recommendations to the OWNER regarding the need if any, for OWNER to rehabilitate, expand or modify the system to comply with governmental safety regulations applicable to USWSC operations hereunder and with federal regulations promulgated pursuant to the American with Disabilities Act (ADA).

2.11

USWSC may modify the process and/or facilities with permission of OWNER, to achieve the maximum efficiency of operation and optimum water quality. Any modifications to facilities of the system will be billed separate from this agreement at a price approved by the OWNER, except in the case of an emergency. During an emergency situation, USWSC may take the steps required to maintain the safety of the utility customers and meet any mandated regulatory requirements.

2.12

In any emergency affecting the safety of persons or property, USWSC may act without written amendment or change order, at USWSC's discretion, to prevent threatened damage, injury or loss. USWSC shall be compensated by OWNER for any such emergency work notwithstanding the lack of a written amendment. At a minimum such compensation shall include USWSC Costs for the emergency.

2.13

As required by law, permit or court order, USWSC will prepare routine plant performance reports and submit them to OWNER, or OWNER designated signature authority, for signature and transmittal to appropriate authorities. USWSC will prepare Daily operational reports, Monthly Operating Reports (MOR), Discharge Monitoring Reports (DMR), minor revisions to operating permits, monitoring plans such as bacteriological sampling plans, cross-connection plans, water system flushing plans, lead & copper sampling plan, bio-solids annual reports, abnormal events, boil water notices, Consumer Confidence Reports (CCR's), review inspection reports and respond, annual reporting of flows on the Consumptive and Water Use Permits (CUP) (WUP). USWSC will conduct annual audits and report to the PSC per FAC Chapter 25-30 for water and wastewater utility systems. Signature authority may be established by the Owner to allow USWSC to file required reports with signature of USWSC personnel with report copy sent to owner.

<b>Table 1- Regulatory Reporting Responsibilities</b>	
<b>USWSC</b>	<b>Owner</b>
FPSC Annually	None
DMR & MOR's Monthly	
Compliance Sampling Reporting Ongoing	
Groundwater Reports as Required	
Abnormal Events As Occurs	
Boil Notice Prep and Post As Occurs	



Prepare Minor Permit Revisions	
Prepare Annual CCR's	

2.14

USWSC will provide all packing and transport charges and insurance costs, as well as transit handling costs and transport fees and labor to perform laboratory testing and sampling presently required by plant performance portions of regulatory permits (see Appendices D & E), the Clean Water Act, the Safe Drinking Water Act and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements, or judicial and regulatory orders and decrees. All laboratory services will maintain a Florida NELAC certified laboratory capable of meeting all Federal Environmental Protection (EPA), Code of Federal Regulations (40 CFR-60.535), Safe Drinking Water Act (SDWA), Clean Water Act (CWA), Florida Department of Environmental Protection (FDEP) Florida Administrative Codes (FAC Chapter 62-160.300) which defines the minimum field and laboratory quality assurance, methodological and reporting requirements, Water Management Districts (WMD), Department of Health (DOH – 64E-1) or any other regulatory agency that has jurisdiction over the facilities for analyzing samples required by permits.

2.15

USWSC will provide labor, which is included in the base fee, related to service meter replacements up to 5/8" x 3/4" meter size. Installation or change out of meters of a greater size shall be billed as additional service to OWNER base upon time and material, as listed on Appendix G.

2.16

USWSC shall operate and maintain the public water systems so as to comply with applicable standards in Chapter 62-550 F.A.C., and USWSC shall keep all necessary public water system components in operation and shall maintain such components in good operating condition so the components function as intended. Preventive maintenance on electrical or mechanical equipment – including exercising of auxiliary power sources, checking the calibration of finished-drinking-water meters at treatment plants, testing of air or pressure relief valves for hydro-pneumatic tanks, and exercising of isolation valves – shall be performed in accordance with the equipment manufacturer's recommendations or in accordance with a written preventive maintenance program established by USWSC.

## 2.17

USWSC shall perform locates, which are included in the base fee, within the specified time frames for all water distribution & wastewater collection piping systems per Sunshine One-call requirements. OWNER shall pay for all costs related to the Florida Sunshine On-Call Locate Service.

## 2.18

USWSC shall maintain grounds in a neat and orderly condition. This includes removal of yard trimmings, non-working pumps, used piping, garbage, and plant screenings from treatment processes. USWSC shall maintain grounds in and around the facilities in a professional manner, perform weed control, grass cutting and trimming.

## 2.19

USWSC shall maintain permits according to Florida Administrative Code (FAC) Chapter 62-4 which is FDEP's general authority to issue permits and Florida Administrative Code (FAC) Chapter 62-620 which establishes the procedures to obtain a permit to construct operate or modify domestic and industrial wastewater facilities; 40 CFR 122.41 which describes applicable to all permitting. All permits will be maintained in safe location, keep up-to-date, system modification and permit revisions will be submitted in a timely manner.

## 2.20

USWSC shall calibrate all plant flow meters required by permits, Water Management District's and FDEP Directives, or FAC requirements, according to industry standards.

## 2.21

USWSC shall perform annual testing of Backflow Prevention Devices Owned by the Utility. Any replacements will be coordinated/provided with approval from OWNER.



2.22

USWSC shall provide meter re-reads, meter turn-on & turn-offs, minor repairs to service lines (not to exceed \$400.00 in USWSC expense per incident), meter change outs, troubleshooting customer problems or issues.

2.23

USWSC shall provide Emergency Generator Maintenance and Fuel. All maintenance shall be performed in accordance with Chapter 62-550, F.A.C and with the equipment manufacturer's recommendations or in accordance with a written preventive maintenance program established by USWSC; however, in no case shall auxiliary power sources be run under load less frequently than monthly. Inspections and servicing will be performed monthly and shall include, check engine coolant level, coolant lines/connections/hoses & connections, drive belts for wear and tear, gasket/seals for leaks, battery(s) electrolyte level, battery connections, cables, casing, check air Filters, check engine oil level and oil leaks (hoses, connectors), check fuel tank/day tank operation, check fuel level and order fuel as needed.

<b>USWSC</b>	<b>OWNER</b>
Coolant levels, lines, connections and hoses	Major repairs over \$400.00 per incident
Drive belts	Replacement of unit
Battery and connections	
Air Filters	
Gasket condition	
Fuel levels and hose connections	
Engine oil levels and connections	
Order Fuel as needed	
Annual testing of unit	
Any outside Generator Service Contracts	

2.24

USWSC shall perform minor repairs - repairs that can be performed by the Collection and Distribution Technician, plant operators or maintenance personnel without assistance (Totaling Less than \$400.00 in USWSC Expense per incident), such as painting, changing

motor oil, changing air filters, greasing equipment, cleaning equipment and troubleshooting equipment failures.

<i>Table 3- Minor Repair Responsibilities</i>	
<b>USWSC</b>	<b>OWNER</b>
Replace Meter Boxes	In excess of \$400.00 per incident
Minor Water Leaks	
Cleaning of Wetwells	
Unclog Lift Station Pumps	
Hydrant Repairs	
Project Planning or Advisement to Owner	
Replace Curb Stops, Valves, Pipe Fittings	
Repairs to Electrical System	
Fencing and Other Similarly Related Repairs	

## 2.25

USWSC shall provide a Customer Service based operation that resolves any customer complaints; provides meter reads, turn-on & off meter services, billing and collection and all associated cost of that service, credit card and web based customer payment options, collection rate monitoring; issue field service orders, set up new and maintain customer accounts with accurate information; provide information to address inquiries regarding services, maintain proper files and required customer service documents; all to be provided in a professional manner and in keeping with industry standards.

## **Base Contract Services – Water Treatment Facilities**

### 2.26

This section shall apply to USWSC OM&BC services for the Owner's Water Treatment Facilities either owned, leased or by easement rights.

### 2.27

Within the existing design capacity and capabilities of the Water Treatment Facilities, USWSC will operate the systems according to the facility's Florida Department of Environmental Protection (FDEP) operating permit, FAC 62-699 which establishes minimum staffing requirements for facilities. Physical operation of the facility to include adding chemicals, such as ammonia, chlorine, poly-phosphates or lime, for disinfection and efficient treatment operation, Inspect equipment on a regular basis,



monitor operating conditions, meters, and gauges, collect and test water samples, record meter and gauge readings and operational data and interpret findings, operate equipment to treat the water to meet Federal, State and Local requirements and, clean and maintain equipment, tanks, filter beds, and other work areas, ensure all safety standards are met.

#### 2.28

USWSC will pay all costs associated with taking all daily, weekly, monthly, quarterly, annual and tri-annual samples and any retake samples required by FDEP Permit and EPA's 40 CFR Part 136, and as listed in Appendix E; with the exception of annual or semiannual special event sampling and testing and any special sampling.

#### 2.29

USWSC shall perform tank Inspections for hydro-pneumatic and Ground Storage tanks (GST)in service for the water systems- The FDEP Chapter 62-555-350 requires annual inspections and cleaning and has 5 yr requirement for complete inspection of the vessel for structural integrity and reliability.

#### 2.30

OWNER shall be responsible for Regulatory Fees which includes permit renewals, modifications and/or revisions to permits for the Water Management District, FDEP, DOH, County and/or City and any other regulatory entity fees.

### **Base Contract Services – Distribution System**

#### 2.31

This Section shall apply to USWSC service related to Owner's distribution system

#### 2.32

USWSC shall provide for the operation and maintenance of the distribution and transmission system according to Florida Administrative Code (FAC) 62-604. Which includes maintenance, minor repairs to water

distribution systems, including mains, valves, hydrants and services, performs water taps, ensure that all appropriate safety measures are observed in the performance of the various kinds of work, investigate and determine the locations of water leaks and takes action in such a way that affects a minimum of customers, collects water samples when necessary and fills out operation reports for the water systems, maintain accurate and legible records of time and materials used on various jobs and reports, reads, removes and resets the routine operation, maintenance, and repair of the distribution systems as established upon startup of this agreement. Services not included as routine are items identified as capital repairs, line extensions or system expansions. Excluded services will be billed in addition to base OM&BC contract fee per Appendices G.

### 2.33

USWSC shall provide for all daily operation and maintenance functions such as perform routine operational checks of chlorine levels, equipment functions, read meters, check for proper plant operation, record all maintenance activities and ensure official logs are kept per regulatory requirements.

### 2.34

USWSC will pay cost incurred related to routine staffing, and labor related to sampling, testing, in normal water distribution, operation and maintenance, and repair, except as specifically provided herein. Specific special sampling event (i.e. break/main clearance) analysis cost will be billed direct to Owner per USWSC standard sampling fee schedule in place at the time of incident. If the scope of the permit changes which results in increases to sampling and or staffing requirements, then the Owner will be responsible for the cost to upgrade the terms of the agreement, as such changes are regards as changes to the general conditions herein stated.

## **Base Contract Services – Wastewater Treatment Facilities – N/A**

### 2.35



This section shall apply to USWSC OM&BC services for the Owner's Wastewater Treatment Facilities either owned, leased or by easement rights.

2.36

USWSC will operate the systems according to the facility's Florida Department of Environmental Protection (FDEP) operating permit, FAC 62-699 which establishes minimum staffing requirements for facilities.

2.37

USWSC will pay all costs associated with taking all daily, weekly, monthly, quarterly, annual samples and any retake samples required by FDEP Permit and Florida Administrative Code (FAC) 62-601, which establishes minimum requirements for monitoring of domestic wastewater facilities and EPA's 40 CFR Part 136, with the exception of annual or semiannual special event sampling and testing and any special sampling; see Appendix D for definition of routine sampling. Any additional sampling events will be submitted to OWNER as an additionally billable item per USWSC laboratory/sampling fees in place at the time of incident.

**Base Contract Services – Wastewater Collection and Lift Station Systems - N/A**

2.38

This Section shall apply to USWSC' service for Owner's wastewater collection and lift station system.

2.39

USWSC shall USWSC will operate the collection system according to Florida Administrative Code (FAC) 62-604. Which includes routine preventive maintenance and minor repairs of the collection system as established upon startup of this agreement; shall performs sewer taps, inspects manholes and appurtenances, perform checks on lift stations and or pump station for proper operation, ensure that all appropriate safety measures are observed in the performance of the various kinds of work, investigate and determine the locations of sewer breaks maintain accurate and legible records of time and materials used on various jobs. Services not included as routine are items identified as capital repairs, line extensions or system expansions.

2.40

1. Specific lift station maintenance shall include:

- (a) Monitoring of Lift or pumping stations for emergency conditions; Preventive maintenance the radio telemetry systems if any; Regularly Monthly scheduled preventive maintenance, inspection, adjustments (including but not limited to measuring run pump times, water levels in wet wells, review of any loss of electrical power and any thermal overloads).
- (b) All pump stations and lift stations shall be visited by a state licensed, certified or manufacturer trained and certified operator as frequently as necessary to preclude pump station or lift station failure but in no case less than once per month.
- (c) A permanent log containing information for the previous year to the current date shall be kept onsite or at the appropriate regional wastewater treatment facility. Log information shall be maintained by the pump station or lift station owner on a rolling five year calendar basis. The log shall be the property of the pump station or lift station owner and shall be surrendered to the pump station or lift station owner upon termination of an operator contract.
- (d) Preventive maintenance of the wastewater collection/transmission system shall include the following minimum monthly services provided by a state licensed, certified or manufacturer trained and certified operator.
  - (1) Remove and dispose of any debris from the surface of the pump station or lift station wet well that may interfere with the operation of the pump station or lift station;
  - (2) Log hour meter reading for all pumps
  - (3) Run each pump manually through a cycle and record amp draw in the maintenance log;
  - (4) Record voltage at control panel source in the maintenance log;
  - (5) Cycle alarms;
  - (6) Confirm floats are properly set;
  - (7) Confirm floats are clear of grease and clean if any grease present;



- (8) Ensure that pump cables and pump chains are in good condition, are secure, and not around the pump suction;
  - (9) With lift station/wet well pumped down, stick the bottom of the tank to confirm the absence or presence of sand or debris.
  - (10) USWSC shall remove and owner shall dispose of any sand or debris in the bottom of the tank that may interfere with the operation of the pump station or lift station.
  - (11) Ensure that any grass around the lift station, the wet well entrance, the valve box entrance and any vegetation that would hinder access to the control panel is trimmed back and the area is free from debris;
  - (12) Exercise all isolation valves completely closed and leave completely open;
  - (13) Confirm all electrical lugs in panel are tight and seal is secure for electrical panel;
  - (14) Secure each lock and lubricate as needed; and
  - (14) Inspect the check valves to ensure they are functioning properly and will prevent back flow from the force main to the wet well.
- (e) Once every three months minimum, ensure the pump station or lift station Megohm test is performed on the pump motors to determine the condition of the motor winding insulation to establish a base line reading to be used over time to determine if the windings are deteriorating.
- (f) For lift stations servicing hotels, apartments and food establishments, upon recommendation by the operator, but no less than once every 6 months;
- (1) Owner shall pump out wet wells and USWSC shall pressure wash to prevent solids and grease build-up, to reduce odors, and to reduce potential damage to the pumps. The pump station or lift station owner must provide the operator access to a water supply source. Owner shall ensure that the removed wastewater shall be hauled by a state licensed or permitted hauler to a wastewater treatment facility and the receipt for disposal provided to the lift station owner.
  - (2) Pull the pumps and inspect the impeller and suction ports of each pump, noting the condition of each pump.

- (g) For lift stations servicing all other locations (not hotels, apartments and food establishments), upon recommendation by the operator, but no less than once every 2 years;
- (1) Owner shall pump out wet wells and USWSC shall pressure wash to prevent solids and grease build-up, to reduce odors, and to reduce potential damage to the pumps. The pump station or lift station owner must provide the operator access to a water supply source. The removed wastewater shall be hauled by a state licensed or permitted hauler to a wastewater treatment facility and the receipt for disposal provided to the lift station owner.
  - (2) Pull the pumps and inspect the impeller and suction ports of each pump.
- (h) For lift stations monitored by a Supervisory Control and Data Acquisition System (SCADA System), a lift station owner may submit a request for approval of an alternative maintenance plan in cooperation with contracted operator. The request must outline in detail:
- (1) the proposed maintenance plan and schedule;
  - (2) the SCADA System data monitored and the data retention plan for the SCADA System data. At a minimum, the data otherwise recorded for the required maintenance as outlined in this rule must be made a permanent part of the lift station owner's maintenance log;
  - (3) the operator's training and state license or certification level;
  - (4) the training and certification or state license level of each staff member of the operator's company; and
  - (5) the response times provided by the operator in event of a SCADA alert; and
  - (6) the lift station owner shall provide any additional information requested by the Division in order to evaluate the request. Any alternative maintenance plan must be mutually acceptable to both Owner and USWSC.
- (i) Jetting of collection system lines shall be conducted as needed to clear grease and sediment from collection system lines.
- (j) The operator shall record and document all maintenance performed and findings in the required



maintenance log. The log shall be the permanent property of the lift station owner.

- (j) In the case of a breakdown or malfunction of a Wastewater collection/transmission system and/or a wastewater treatment facility, the owner or operator shall record the breakdown or malfunction event and the reason therefore in the permanent log upon discovery.
2. The owner or operator shall investigate each instance of system malfunction alarm. During the alarm investigation, if an owner or operator discovers that a release or discharge of wastewater from the system to the ground or surrounding environment has occurred, USWSC shall immediately upon discovery of such release or discharge to FDEP.
    - a. If any release of wastewater occurs, a copy of the invoice or report from the operator shall be submitted to the Owner. The operator invoice or report shall state the cause of the release of sewage, detail the repairs made, and state the amount of wastewater removed by pump truck. The failure of an operator to notify the owner of the breakdown or malfunction shall not relieve the owner of the responsibility to notify the Division. In addition to the owner, an operator may also be held liable for failure to notify the Division pursuant to Section 362.110(c), Ordinance Code.
    - b. Notifying the FDEP does not relieve the owner or operator of the requirement for discharges, spills or releases of untreated wastewater in excess of 1,000 gallons or other abnormal events set forth in Rule 62-604.550, FAC, to report orally to the State Warning Point number, 1-800-320-0519.
  3. Electrical service must be supplied to the lift station at all times. In the event electrical service fails, regardless of the reason, and temporary or emergency power cannot be supplied, it is mandatory that the lift station be monitored and the lift station wet well be pumped and hauled by a state licensed or permitted hauler to a wastewater treatment facility so as to prevent an unlawful discharge of wastewater. A copy of the receipt from the wastewater treatment facility shall be provided to the lift station owner.
  4. In lieu of the requirements of Rule 3.405.A.5 above, publicly owned regional sewerage system utilities shall conduct operation and maintenance in accordance with federal and state requirements, which are consistent with the requirements of Rule 3.405A.5, and provide documentation of such maintenance within five business days of a request by the Division.
  5. In accordance with Rule 3,402B, repairs, modifications or

replacements of pumps or major components may require a permit pursuant to this Rule. Pumps or major components of a pump station or lift station that are replaced must be replaced by similar or upgraded equipment to ensure there is no degradation of the design and performance of the system. In addition, for each replacement made, the operation and maintenance manual shall be revised.

6. Exception: For the purpose of this Section, a pumping system serving an individual single-family residence that transmits to a gravity sanitary sewer collection system, which system is located in a utility easement or right-of-way fronting said individual single family residence, is considered a service connection and the requirements for sewage pump stations or lift stations shall not apply.

## **Base Contract Services – Administrative and Customer Services**

### 2.41

USWSC shall provide the following specific utility and customer accounting and administrative functions for the Facilities and Business Entity: (i) monthly flow meter reading (ii) consumer folder on each account, (iii) billing register containing information on each account billed, (iv) preparation and mailing of a monthly use bill to each customer, (v) preparation of monthly sales report, (vi) preparation and mailing of late notices for delinquent accounts, (vii) collection of meter deposits and payments, (viii) preparation of a Daily Monitoring Report, (ix) general ledger P&L and Balance Sheet reports monthly and (x) preparation of annual FPSC report.

### 2.42

USWSC shall use reasonable efforts to collect all available Owner revenue from sales, connection fees, security deposits, collection fees, late payment charges, taxes collected (if applicable) and all other monies due from consumers of services provided by the facilities.

### 2.43

USWSC will submit to the owner monthly a report of System activities due by the 21<sup>st</sup> of the following month. USWSC shall review the administrative reports generated in accordance with section 2.41 above, and from time to time, make recommendations to the Owner regarding rates, deposit amounts, and other matters as to keep the Owner's Facilities financially sound.



## 2.44

USWSC maintains a business office established for the purpose of utility management; main office location is in New Port Richey, FL; with additional satellite offices throughout the State. Offices shall be open from 9:00 am to 5:00 pm Monday through Friday. Online, web base bill payment is also maintained for customer ease in access to additional payment options with 24 hr a day access. USWSC also maintains and provides 24 hour emergency answering service and dispatch, as well as local utility manager and staff assigned to the system.

### **3. Owner Representations and Duties**

#### 3.1

OWNER shall keep in force all System warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to USWSC under this Agreement.

#### 3.2

OWNER shall pay all *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the System other than taxes imposed upon USWSC net income and/or payroll taxes for USWSC employees.

#### 3.3

OWNER shall provide USWSC, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of Owner's heavy equipment that is available so that USWSC may discharge its obligations under this Agreement in the most cost-effective manner.

#### 3.4

OWNER shall provide all registrations and licenses for any of Owner's vehicles used in connection with the System (if applicable).

#### 3.5

OWNER represents and warrants that facilities and other System equipment have been operated only in the normal course of business. Owner cannot fully attest to the condition of the facilities composing the System and/or any equipment used by the System, and therefore has not disclosed to USWSC.

3.6

OWNER shall supply all chemicals necessary to maintain compliance of the system includes chlorine, poly phosphates, polymers, proprietary and non-proprietary filter media, lime, de-chlorination chemicals, or any other chemical necessary to maintain regulatory compliance.

3.7

OWNER shall be responsible for sludge disposal per FAC Chapter 62-640.

3.8

OWNER shall be responsible for purchase of all power, water, wastewater and phone services.

3.9

OWNER shall be responsible for major repairs and/or capital items.

3.10

OWNER shall be responsible for maintaining property insurance for the facilities.

3.11

OWNER shall be responsible for any Bad Debt, write offs, for collecting bad debts and absorbing write off costs.

3.12

OWNER shall be responsible for payment of all Federal and Local Taxes related to the systems.

3.13



OWNER shall be responsible for any and all banking fees such as over drafts, non-sufficient funds, user fees pertaining to the systems  
3.14

OWNER shall be responsible for onsite telephone services for auto dialers and/or SCADA systems for emergency power or equipment failures only.

See Table 4 Following for Ledger of Cost Responsibilities of USWSC and Owner:

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**BELOW IS A SUMMARY OF COST RESPONSIBILITIES FOR BOTH  
USWSC AND OWNER**

<i>Table 4 – Cost Responsibilities</i>	
USWSC	Owner
1. Operation of the Water & Wastewater Facilities	1. Chemicals
2. Operation and Maintenance of Collection and Distribution Systems	2. Sludge Transport and Disposal
3. Sampling and Laboratory Analysis per Appendices D & E	3. Utilities – Purchased Power, Phones/SCADA, Purchased Water/Wastewater Services
4. Reporting	4. Capital Items or Major Repairs
5. Transportation	5. Property Insurance
6. Personnel	6. Regulatory Fees
7. Safety	7. Bad Debts & Write-offs
8. Training	8. Legal Fees
9. Customer Service / Billing / Collection	9. Federal Taxes
10. Minor Repair Less than \$400 in USWSC Expense per incident	10. Banking Fees
11. Emergency Generator Maintenance and Fuel	11. Locate Service Fees / Sunshine
12. Service Work	12. Meters
13. Grounds Maintenance	13. Permit Fees for Regulatory Permits
14. Operating Permit Renewals	14. Property Taxes
15. Meter calibrations	15. New Service Connection for Water and Wastewater Services
16. Backflow prevention testing	16. Repairs Totaling \$400.00 or greater per incident
17. Trash Removal	Tax Return Filings
18. Accounting for PSC and General Ledger	
19. Tank Inspections	
20. Locate Services	
21. On-call and initial emergency callouts	
22. Plant upkeep and good housekeeping	
23. Laboratory Services	
24. System Preventative Maintenance (CMMS)	
25. Update system maps	
26. Tools, Vehicles, Testing Equipment	
27. Preventive Maintenance	
28. Fire Hydrant Testing as Required	
29. Maintain Record Keeping, General Ledger, and Filing Systems.	



## 4. Compensation

### 4.1

USWSC compensation under this Agreement and dictated scope of work shall consist of a Monthly Fee. For the first year of **Water Operation** this Agreement the USWSC **Monthly Fee for Services as described herein will total \$1,013.88; total annual contract value \$12,166.56** and is assigned a base ERC value.

Formula: (1) Initial Annualized Contract Value Divided by ERC's at Contract Startup = Annual ERC Value. (2) April of Each year previous annual values increases by CPI noted herein, a review of ERC count is undertaken and increases in ERC are applied if applicable.

### 4.2 – N/A

USWSC compensation under this Agreement and dictated scope of work shall consist of a Monthly Fee. For the first year of **Wastewater Operation** this Agreement the USWSC **Monthly Fee for Services as described herein will total \$0; total annual contract value \$0** and is assigned a base ERC value.

Formula: (1) Initial Annualized Contract Value Divided by ERC's at Contract Startup = Annual ERC Value. (2) April of Each year previous annual values increase by CPI noted herein, a review of ERC count is undertaken and increases in ERC are applied if applicable.

### 4.3

The Monthly Fee shall be adjusted April 1<sup>st</sup> of each year per consumer price index as published by the Department of Labor. Should the capacity of the System change, or other services are added, the fee will change upon review with the Owner, and calculated by base ERC value assigned at that time and be subject to applicable CPI adjustments. Changes in ERC totals will not remove the annual CPI increase.

## 5. Payment of Compensation

### 5.1

The Monthly Fee shall be due and payable on the first business day of the month for each month that services are provided.

## 5.2

All other compensation to USWSC is due upon receipt of USWSC invoice and payable within thirty (30) days.

## 5.3

OWNER shall pay interest at an annual rate equal to the prime rate established by TD Bank plus two percent (1.0%) on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event that the interest charges under this Section 7.4 might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount allowed within such limitation.

## 5.4

Amortization Items, in the event that this contract is terminated prematurely all monies that have been previously paid as a monthly expense shall be returned at a prorated cost, such as Tri-annual samples, permit renewals or vendor contracts to the USWSC.

## **6. Scope Changes**

### 6.1

A Change in Scope of Services shall occur when and as USWSC costs of providing services under this Agreement change as a result of:

### 6.2

Any change in System operations, personnel qualifications or staffing or other cost which is mandated or otherwise required, by a change in law, rule or regulation or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change;

### 6.3

Owner's request and USWSC consent to provide additional services beyond the scope of this Agreement and shall be priced per rate schedule included in Appendix G.



## **7. Indemnity, Liability and Insurance**

### **7.1**

For the sum of \$10.00, USWSC hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, which may arise from USWSC' negligence or willful misconduct under this Agreement, provided USWSC shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

### **7.2**

For the sum of \$10.00, OWNER agrees to indemnify and hold USWSC harmless from any liability or damage or bodily injury, including death, which may arise from all causes of any kind other than USWSC' negligence or willful misconduct including, but not limited to, breach of an OWNER warranty.

### **7.3**

USWSC shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date of the effluent quality requirements as are dictated by regulatory agencies and as a result of USWSC's negligence. OWNER will assist USWSC in contesting any such fines in administrative proceedings and/or in court prior to any payment by USWSC. USWSC shall pay the cost of any such contest.

### **7.4**

OWNER shall be liable and indemnify and hold USWSC harmless for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or USWSC 1) that are not a result of USWSC negligence 2) that are otherwise directly related to the ownership of the System and 3) are the result of failure of Owner to make any Capital Expenditures previously identified as necessary for the System to attain applicable performance standards and 4) Owner shall indemnify and hold USWSC harmless from the payment of any such fines and/or penalties.

7.5

Owner Shall defend, indemnify and hold USWSC harmless from any and all liability, cost, expenses, penalties, including attorneys fees and the cost of investigation, remediation, negotiation and resolution, arising from any condition existing prior to the start date that constitutes a release of hazardous substances, as that term is defined in any state, federal or local law, or constitutes a violation of any state, federal or local environmental law.

7.6

Indemnity obligations provided for in this Agreement shall survive the termination of the Agreement.

7.7

USWSC shall maintain general liability insurance coverage limits of \$2,000,000.00; Excess General Liability limits of \$5,000,000.00; Vehicle Insurance coverage limits of \$1,000,000.00; Professional Liability Insurance limits of \$2,000,000.00, and provide all workers compensation coverage for USWSC staff in accordance with state and federal labor requirements.

## **8. Term, Termination and Default**

8.1

The initial term of this Agreement shall be Five (5) years; commencing October 1<sup>st</sup>, 2013, (the "Commencement Date"). Thereafter, this Agreement shall be automatically renewed on each anniversary date, for successive Five (5) Year terms unless canceled in writing by either party no less than ninety (90) days prior to expiration of the then current term.

8.2

Either party may terminate this Agreement upon 90 day written notice.

8.3

Amortization Items: In the event that this contract is terminated all monies that have been previously paid as a monthly expense shall be returned at a prorated cost, such as Tri-annual samples, permit renewals to the USWSC.



#### 8.4

Upon notice of termination by OWNER, USWSC shall assist OWNER in assuming operation of the System. If additional Cost is incurred by USWSC at request of OWNER, OWNER shall pay USWSC such Cost within 15 days of invoice receipt.

#### 8.5

Upon termination of this agreement and all renewals and extensions of it, at a minimum USWSC will return the System to OWNER in the same or better condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by USWSC for use in the operation or maintenance of the System shall remain the property of USWSC upon termination of this Agreement unless the property was directly paid for by OWNER or OWNER specifically reimbursed USWSC for the cost incurred to purchase the property or this Agreement provides to the contrary.

### **9. Disputes and Force Majeure**

#### 9.1

In the event activities by employee groups or unions unrelated to USWSC cause a disruption in USWSC ability to perform at the System, USWSC may request and Owner shall assist USWSC efforts or USWSC at its own option, may seek appropriate injunctive court orders. During any such disruption, USWSC shall operate the facilities on a best-efforts basis until any such disruption ceases.

#### 9.2

Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

### **10. Penalties**

#### 10.1

Should USWSC fail to comply with the provisions of this Agreement, such failure shall constitute a default.

## 10.2

The following fines and penalties shall apply:

- a. Failure to meet drinking water standards; \$100.00 per day commencing on the 4<sup>th</sup> consecutive day.
- b. Failure to control odors consistent with Prudent Utility Practice; \$100.00 per day commencing on the 6<sup>th</sup> consecutive day.
- c. Failure to dispose of residuals in a manner consistent with Basic O&M Performance Standards and Prudent Utility Practice; \$100.00 per day commencing on the 8<sup>th</sup> consecutive day.
- d. Intentional falsification/misrepresentation of any reports or records to be filed or maintained pursuant to this agreement; \$1,000.00 per incident.
- e. Failure to follow any notification requirements of this Agreement; \$1,000.00 per incident.
- f. Failure to maintain the Utility Facilities consistent with Basic O&M Performance Standards and Prudent Utility Practice; \$500.00 per incident.
- g. Failure to maintain staffing levels as require by regulation; \$100 per day commencing on the 8<sup>th</sup> consecutive day; in addition to all regulatory fines that may be assessed.
- h. Failure to make deposits or timely manage fiduciary requirements; \$250.00 per day.
- i. Failure to submit timely reports as outlined in this Agreement; \$100.00 per day.
- j. Failure to process customer credits and refunds within 10 business days; \$100.00 per day commencing upon the 11<sup>th</sup> day.
- k. Incurrence of customer service complaints related to the quality of work provided by USWSC at a rate exceeding 0.1% of customer accounts in a single month or 1.0% of average monthly customer count of any 12 consecutive months; \$100.00 per complaint above these thresholds.
- l. Failure to correctly read meters within an accuracy rate of 99.5% or better; \$100.00 per each 0.1% below the 99.5% accuracy requirement.
- m. Failure to complete meter reads within 2 business days of scheduled meter reading date; \$100.00 per day per 100 unread meters commencing on the 3<sup>rd</sup> consecutive day.
- n. Failure to charge all required deposits, fees and installation costs prior to the initiation of service; \$100.00 per incident.
- o. Failure to reconcile all customer service collection activities within 0.25% of total collections; \$100.00 per incident or the amount of un-reconciled balance, whichever is greater.
- p. Failure to collect 97% of all customer billings within 90 days of billing; 5% of difference between actual collection and 97%.



- q. Failure complete timely service orders in performance of Prudent Utility Practice; \$100.00 per day beyond the prudent time period.

Each of the parties indicates their approval and full understanding of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

**Country Walk Utilities, Inc.**

By:  \_\_\_\_\_

Name: Gay Deem

Title: Pres.

**U.S. Water Services Corporation**

By:  \_\_\_\_\_

Name: Ralph Amott

Title: Vice Pres.

**End Agreement**

**Additional: Appendices A,B,C,D,E,F,G,H.**

## Appendix A - Definitions

1. **"Monthly Fee"** means a predetermined, fixed sum for USWSC base operating, billing/collection, and customer services.
2. **"Base Fee"** means a predetermined, fixed sum for USWSC contract services including operations and preventive maintenance, minor repairs, billing/collection, and customer services – and all related expense.
3. **"Banking Fees"** - any banking fees such as over drafts, non-sufficient funds, user fees pertaining to the systems
4. **"Capital Expenditures"** means any expenditures for (1) the purchase of new equipment or facility repairs that Four Hundred Dollars (\$400.00) or greater.
5. **"Cost"** means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
6. **"Chemicals"** - chemicals necessary to maintain compliance of the system includes chlorine, poly phosphates, polymers, proprietary and non-proprietary filter media, lime, de-chlorination chemicals, or any other chemical necessary to maintain regulatory compliance.
7. **"CMMS"** shall mean Computerized Maintenance Management System.
8. **"Emergency"** shall mean a situation that threatens public, USWSC employee or OWNER health and safety, System Property, and/or as additionally defined by the FDEP.
9. **"ERC's"** shall mean Equivalent Residential Connection as defined by the FPSC.
10. **"FDEP"** shall mean Florida Department of Environmental Protection.
11. **"Field Service"** means work performing meter rereads, meter turn-on & turn-offs, minor repairs to service lines, meter change outs, providing boil water notices and troubleshooting customer or Owner concerns.
12. **"FPSC"** shall mean the Florida Public Service Commission.



13. **"Laboratory Services"** means all laboratory services with a Florida NELAC certified laboratory capable of meeting all Federal Environmental Protection (EPA), Code of Federal Regulations (40 CFR-60.535), Safe Drinking Water Act (SDWA), Clean Water Act (CWA), Florida Department of Environmental Protection (FDEP) Florida Administrative Codes (FAC Chapter 62-160.300) which defines the minimum field and laboratory quality assurance, methodological and reporting requirements, Water Management Districts (WMD), Department of Health (DOH – 64E-1) or any other regulatory agency that has jurisdiction over the facilities for analyzing samples required by permits
14. **"Locates"** means to locate and identify the location of all water distribution & wastewater collections piping systems per Sunshine One-call requirements.
15. **"Maintenance"** means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by USWSC to maximize the service life of the equipment, vehicles and facilities.
16. **"Minor Repairs"** repairs that can be performed by the Collection and Distribution Technician, plant operators or maintenance personnel without assistance (Less than \$400.00 in total USWSC expense per incident).
17. **"Major Repairs"** shall mean Capital Improvements and/or repairs \$400.00 or greater.
18. **"Permits"** means according to Florida Administrative Code (FAC) Chapter 62-4 which is FDEP's general authority to issue permits and Florida Administrative Code (FAC) Chapter 62-620 which establishes the procedures to obtain a permit to construct operate or modify domestic and industrial wastewater facilities. 40 CFR 122.41 which describes applicable to all permitting.
19. **"PM"** shall mean Preventive Maintenance.
20. **"Regulatory Fees"** means cost of fees related to permit renewals, modifications and/or revisions to permits for the Water Management District, FDEP, DOH, County and/or City and any other regulatory entity fees.

21. **"Repairs"** means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, or facilities, or some component thereof.
22. **"Reporting"** means Florida Department of Environmental Protection (FDEP) Reporting – Daily operational reports, Monthly Operating Reports (MOR), Discharge Monitoring Reports (DMR), minor revisions to operating permits, construction permits, monitoring plans such as bacteriological sampling plans, cross-connection plans, water system flushing plans, lead & copper sampling plan, bio-solids annual reports, abnormal events, boil water notices, Consumer Confidence Reports (CCR) and review of inspection reports and response.

Water Management District Reporting – Annual reporting of flows on the Consumptive and Water Use Permits (CUP) (WUP), per Florida Statutes (Chapters 120 and 373) and Florida Administrative Code (Chapters 40D-1 and 40D-2); Complying with Environmental Resource Permits (ERP) Part IV of Chapter 373, Florida Statutes and Well Construction Permits Chapter 40D-3, F.A.C.

Public Service Commission (PSC) - conduct ongoing audits and report annually to the PSC per FAC Chapter 25-30 for water and wastewater utility systems.

23. **"Safety"** means USWSC will implement and maintain an employee safety program in compliance with all Occupational Safety and Health Administration (OSHA) laws and regulation specified in OSHA 1910 which is designed to provide a safe and healthful workplace. Provide all necessary equipment to employees to perform their tasks in a safe and efficient manner. USWSC will make recommendations to the owner regarding the need if any, for the owner to rehabilitate, expand or modify the system to comply with governmental safety regulations applicable to USWSC operations hereunder and with federal regulations promulgated pursuant to the American with Disabilities Act (ADA).
24. **"Sampling"** means taking all daily, weekly, monthly, quarterly, annual and tri-annual samples and any retake samples required by FDEP Permit and Florida Administrative Code (FAC) 62-601, which establishes minimum requirements for monitoring of domestic wastewater facilities and EPA's 40 CFR Part 136.



25. **"System"** means all equipment, vehicles, grounds, rights-of-way, wells and facilities, lines, meters related to water and/or wastewater service delivery.
26. **"Training"** means training and education for appropriate personnel in all necessary areas of modern water/wastewater process control, operations, maintenance, safety and supervisory skills. All operators employed for the facility will be trained in drinking water treatment plant operation and/or domestic wastewater treatment plant operator licensed by FDEP. Ensure all personnel have the proper training to perform their jobs safely and efficiently.
27. **"Unforeseen Circumstances"** shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the System, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in, or non-performance of, action required by this Agreement, including, but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the System, or (v) the failure of OWNER to make any Capital Expenditure previously identified as necessary for the System to attain applicable performance standards, (vi) the failure of the Owner to provide influent within the characteristics as identified herein as necessary for the System to attain applicable performance standards.

28. **"WMD"** shall mean Water Management District.

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## Appendix B – System(s) Descriptions

### SYSTEM CHARACTERISTICS

#### WASTEWATER – N/A

B.1. The Wastewater System has the following design characteristics:

1. Number of Wastewater Treatment Plants: **N/A**
2. Current ERC's:
3. Capacity:
4. Maximum Number of ERC's:
5. Effluent Disposal:
6. County Interconnect: Yes  **NO**
7. Other Interconnect:
8. **Lift Stations:**
9. **Feet of Pipe:**
10. **Manholes:**

B.2 The Base Fee for services under this contract is based on baseline of 86 ERC's.

B.3 Description of Plant – The Leisure Lakes WWTF is an existing 0.050 mgd annual average (AADF) permitted capacity extended aeration domestic wastewater treatment plant (Permit # FLA014388) consisting of flow equalization, aeration, secondary clarification, basic chlorination with effluent disposal to 2- rapid infiltration basins and aerobic digestion of residuals.

### SYSTEM CHARACTERISTICS

#### WATER

B.4. The Water System has the following design characteristics:

1. Number of Water Treatment Plants: **One**
2. Current ERC's: **100**
3. Capacity: **122,400 maximum gallons day**
4. Maximum Number of ERC's: **350**
5. County Interconnect: Yes  **NO**
6. Other Interconnect: **NONE**
7. **Watermain:** **4" – 1,802 LF**  
**2" – 3,815 LF**
8. **Meters:** **68**
9. **Hydrants:** **0**
10. **Valves:** **Unknown**



- B.5 The initial Base Fee for services under this contract is based on baseline of 100 ERC's.
- B.6 Description of Water Plant - The system has one water plant: with a maximum design capacity of 244,800 gallons. The system has two wells, Well #1 is a 6" well with a 5 HP submersible type pump. Well #2 is a 6" well with a 5 HP submersible type pump. The system has a 5,000 gallon steel hydro-pneumatic tank. Disinfection is accomplished by liquid chlorine.

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## **APPENDIX C – Insurance Coverage**

USWSC SHALL MAINTAIN:

1. Statutory Workers' Compensation for all of USWSC' employees at the System as required by the State of Florida.
2. Comprehensive general liability insurance, insuring USWSC negligence, in an amount not less than Two Million Dollars (\$2,000,000) combined single limits for bodily injury and/or property damage; Excess liability in an amount not less than Five Million Dollars (\$5,000,000), and in addition maintain Professional Liability

Insurance in an amount not less than Two Million Dollars (\$2,000,000).

**OWNER SHALL MAINTAIN:**

1. Statutory Workers' Compensation for all of Owner's employees associated with the System as required by the State of Florida.
2. Property damage insurance, or shall self insure, for all property including vehicles owned by OWNER and operated by USWSC under this Agreement if applicable. Any property, including vehicles not properly or fully insured, shall be the financial responsibility of the OWNER.
3. Automobile liability insurance, or self insure, for collision, comprehensive, and bodily injury if system vehicles are provided.

USWSC will provide at least thirty (30) days notice of the cancellation of any policy it is required to maintain under this Agreement. USWSC may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law but only if such action does not invalidate the property insurance of OWNER. USWSC and the OWNER, on behalf of themselves and their insurers, waive their rights of subrogation with respect to losses occurring to property of the parties.

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## **APPENDIX D – Routine Wastewater Sampling- N/A**

### **Included in Base Contract Services: Wastewater Treatment System**

<i>Parameter</i>	<i>Frequency</i>
CBOD	Monthly
TSS	Monthly
Fecal Coliform	Monthly
NO <sub>3</sub>	Monthly
Monitoring Wells	Quarterly



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## APPENDIX E – Routine Water Sampling

### Included in Base Services: Water Treatment System

<i>Parameter</i>	<i>Frequency</i>
Chlorine residuals	Daily
pH	Daily
Total Coliform	Monthly
Lead	Annual
Copper	Annual
TTHM (Stage 1)/ HAA5 (Stage 1)	Annual
TTHM (Stage 2)/ HAA5 (Stage 2)	Annual
Annual Nitrate	Annual
Primary Inorganics	Every Three Years <sup>1</sup>
Secondary Contaminants	Every Three Years <sup>1</sup>
SOC	Every Three Years <sup>1</sup>
VOC	Every Three Years <sup>1</sup>
Gross Alpha	Every Three Years <sup>1</sup>
Radium 226	Every Three Years <sup>1</sup>
Radium 228	Every Three Years <sup>1</sup>
Uranium	Every Three Years <sup>1</sup>

<sup>1</sup> Reduced monitoring can reduce the frequency to every six to nine years

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## **Appendix F – Property Legal Descriptions**

### **Legal Description for the Water System in Highlands County**

C-16-36-29-010-00A1-0000

**SITE ADDRESS**

29 LAKE SIDE TRL  
LAKE PLACID , FL 33852

**Legal Description**

COUNTRY WALK  
PB 15 PG 50  
WATER PLANT SITE  
WITHIN TRACT A



## **APPENDIX G – Hourly Rate Structure**

See Attachment G

Rates can be utilized for services out of the scope of base contract.

## **APPENDIX H – Service Maps**

### **SERVICE MAPS TO Be Attached for Each System**

END DOCUMENT