

WATER TARIFF

CENTRAL SUMTER UTILITY COMPANY, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-15-0031

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EFFECTIVE: June 30, 2015

Greg Shafer

DIRECTOR
DIVISION OF ECONOMICS

WATER TARIFF

CENTRAL SUMTER UTILITY COMPANY, LLC
NAME OF COMPANY

1020 Lake Sumter Landing

The Villages, Florida 32162
(ADDRESS OF COMPANY)

(352) 753-2270
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

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TERRITORY AUTHORITY

CERTIFICATE NUMBER – 631-W

COUNTY – Sumter and Lake

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-05-0844-PAA-WS	08/16/2005	050192-WS	Original Certificate
PSC-12-0551-FOF-WS	10/17/2012	120207-WS	Amendment & Name Correction
PSC-13-0231-FOF-WS	05/29/2013	130047-WS	Amendment of Certificate
PSC-14-0180-FOF-WS	04/18/2014	130291-WS	Amendment of Certificate

WS-15-0031

H. G. MORSE
ISSUING OFFICER

PRESIDENT
TITLE

DESCRIPTION OF TERRITORY SERVED

THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA, LYING SOUTH OF C.R. 466-A.

AND

THE SOUTH 1/2 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, LESS RIGHT-OF-WAY FOR C.R. 466-A.

AND

THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR C.R. 466-A AND LESS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN WEST 295.00 FEET, SOUTH 295.00 FEET, EAST 295.00 FEET, NORTH 295.00 FEET TO THE BEGINNING.

AND

THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR C.R. 466-A.

AND

THE NORTH 1/2 OF THE SOUTHWEST 1/4 LESS RIGHT-OF-WAY ON NORTH SIDE FOR CR 466-A, AND LESS RIGHT-OF-WAY ON WEST SIDE FOR CR 139 AND LESS THE SOUTH 15.00 FEET OF THE WEST 789.00 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4, AND LESS THE NORTH 466.70 FEET OF THE SOUTH 481.70 FEET OF THE WEST 490.70 FEET OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4.

AND

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE S.A.L. RAILROAD RIGHT-OF-WAY, LESS OLD STATE ROAD 44 RIGHT-OF-WAY.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 1/2 OF SOUTH 1/2 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, FOR A POINT OF BEGINNING; 1) THENCE RUN S00 DEG 03 MIN 45 SEC WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SOUTH 1/2 OF NORTHEAST 1/4 OF SAID SECTION 8; A DISTANCE OF 4.79 FEET; 2) THENCE RUN S38 DEG 07

(Continued on Sheet No. 3.2)

(Continued from Sheet No. 3.1)

MIN 08 SEC WEST A DISTANCE OF 35.12 FEET; 3) THENCE RUN S69 DEG 08 MIN 06 SEC WEST A DISTANCE OF 5.77 FEET TO THE NORTH RIGHT OF WAY LINE OF HWY. 44A; 4) THENCE RUN N65 DEG 34 MIN 36 SEC WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 84.16 FEET, TO THE NORTH LINE OF SOUTH 1/2 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 8; 5) THENCE RUN S89 DEG 49 MIN 31 SEC EAST, ALONG SAID NORTH LINE A DISTANCE OF 103.70 FEET, TO THE POINT OF BEGINNING TO CLOSE.

AND

THE EAST 1/2 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LESS THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTH 3/4 OF THE NORTHWEST 1/4; THE WEST 1/2 OF THE SOUTHWEST 1/4, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 139 OR COUNTY ROAD 44A, ALSO LESS RAILROAD RIGHT-OF-WAY; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 LYING SOUTH OF RAILROAD.

AND

BEGIN AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST; THENCE RUN SOUTH 440.00 FEET, EAST 396.00 FEET, NORTH 440.00 FEET, WEST 396.00 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 139 OR COUNTY ROAD 44A OR WITHIN THE RIGHT-OF-WAY FOR THE C.S.X. TRANSPORTATION RAILROAD RIGHT-OF-WAY.

AND

ALL OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

ALL OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

ALL OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND

ALL OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA; AND LESS ANY PORTION THEREOF LYING WITHIN COUNTY ROAD RIGHT-OF-WAY.

AND

(Continued on Sheet No. 3.3)

(Continued from Sheet No. 3.2)

THE WEST 1/2 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THE EAST 1/2 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RAILROAD RIGHT-OF-WAY, THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING NORTH AND EAST OF THE RAILROAD RIGHT-OF-WAY, IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS TERMINAL LANDS; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 44-A.

AND

THE WEST 3/4 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4, LYING NORTH OF STATE ROAD 44, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 44 AND THE SOUTHEAST 1/4 OF NORTHWEST 1/4 LYING NORTH OF STATE ROAD 44, ALL IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

BEGIN AT SOUTHEAST CORNER OF NORTHEAST 1/4 OF NORTHWEST 1/4. RUN S89°50'W, 331.20 FEET, NORTH 797.68 FEET, S61°21'21"E, 835.26 FEET, SOUTH 395.15 FEET, S89°50'W, 401.84 FEET TO POINT OF BEGINNING, SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THE WEST 1/2 OF WEST 1/2 NORTH OF STATE ROAD 44 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LESS ROAD RIGHT-OF-WAY.

AND

THAT PART OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 LYING NORTH OF STATE ROAD 44, LESS ROAD RIGHT-OF-WAY ON WEST END, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD AIRLINE RAILROAD.

AND

THAT PART OF THE WEST 3/4 OF SAID SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE RAILROAD RIGHT-OF-WAY.

CONTAINING 4908.95 ACRES, MORE OR LESS.

(Continued to Sheet No. 3.4)

(Continued from Sheet No. 3.3)

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE RUN S00°34'50"W ALONG THE WEST LINE OF SECTION 15 A DISTANCE OF 1,486.86 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°24'11"E, A DISTANCE OF 840.28 FEET; THENCE RUN S27°04'17"W, A DISTANCE OF 608.73 FEET; THENCE RUN S51°33'06"E, A DISTANCE OF 601.12 FEET; THENCE RUN S38°28'15"W, A DISTANCE OF 397.15 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44-A; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE COURSES S51°31'59"E, A DISTANCE OF 1,009.67 FEET; THENCE N38°29'44"E, A DISTANCE OF 10.95 FEET; THENCE S51°30'16"E, A DISTANCE OF 1,012.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44-A; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S38°29'44"W, A DISTANCE OF 126.15 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RAILROAD (ABANDONED); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE RUN S51°30'16"E, A DISTANCE OF 1066.68 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN N38°38'33"E, A DISTANCE OF 897.58 FEET, MORE OR LESS TO THE WATERS EDGE OF LAKE DEATON; THENCE ALONG SAID WATERS EDGE NORTHWESTERLY AND NORTHEASTERLY TO A POINT ON EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG SAID EAST LINE RUN N00°35'11"E, A DISTANCE OF 1,535.29 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 15; THENCE ALONG THE NORTH LINE OF SECTION 15 RUN N89°28'30"W, A DISTANCE OF 2,652.41 FEET; THENCE RUN N89°24'57"W, A DISTANCE OF 2,650.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 353 ACRES, MORE OR LESS.

AREA "A"

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; RUN WEST 295.00 FEET, SOUTH 295.00 FEET, EAST 295.00 FEET, NORTH 295.00 FEET TO THE BEGINNING; LESS RIGHT-OF-WAY FOR C.R. 466A.

AND

AREA "B"

THE NORTH 305.68 FEET OF THE EAST 285.00 FEET OF THE WEST 528.07 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR C.R. 466A.

AND

AREA "C"

THAT PART OF THE N1/2 OF THE NE1/4 OF THE SE1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING-DESCRIBED PARCEL:

(Continued on Sheet No. 3.5)

(Continued from Sheet No. 3.4)

THAT LAND LYING IN SECTIONS 8 AND 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN N00°29'25"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 317.95 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-44A ACCORDING TO THE RIGHT-OF-WAY MAP ON FILE IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N57°12'30"W, 18.62 FEET; THENCE N65°08'45"W, 55.69 FEET; THENCE N64°55'26"W, 27.20 FEET; THENCE N65°09'05"W, 652.79 FEET; THENCE S71°31'02"W, 3.69 FEET; THENCE N65°35'30"W, 10.02 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF COUNTY ROAD 139 AS RECORDED IN OFFICIAL RECORDS BOOK 2088, PAGE 193, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N19°25'59"W, 39.56 FEET; THENCE N25°04'43"E, 239.29 FEET TO THE NORTH BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2131, PAGE 399, PUBLIC

RECORDS OF SUMTER COUNTY, FLORIDA.; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY AND ALONG SAID NORTH BOUNDARY AND THE SOUTHEASTERLY EXTENSION THEREOF, S65°09'05"E, 715.62 FEET; THENCE DEPARTING THE SOUTHEASTERLY EXTENSION OF SAID NORTH BOUNDARY, S00°57'59"W, 295.85 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF C-44A; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N65°02'56"W, 21.89 FEET; THENCE N57°12'30"W, 20.22 FEET TO THE POINT OF BEGINNING.

AND

AREA "D"

A PARCEL OF LAND BEING PORTIONS OF SECTIONS 8 AND 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 44-A AND LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF "KERL & MILLER SUBDIVISION 1ST ADDITION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55, SUMTER COUNTY RECORDS, FLORIDA; THENCE N65°13'12"W, ALONG THE SOUTH BOUNDARY LINE THEREOF AND ALONG THE NORTHWESTERLY EXTENSION THEREOF FOR A DISTANCE OF 874.89 FEET; THENCE S22°30'28"W 716.00 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 8; THENCE N89°28'01"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 611.48 FEET; THENCE DEPARTING SAID SOUTH LINE, S00°25'18"E, 471.13 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 44; THENCE THE FOLLOWING COURSES ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE: S70°31'17"E, 296.92 FEET; THENCE S71°43'13"E, 300.33 FEET; THENCE S70°31'17"E, 350.12 FEET; THENCE S69°02'54"E, 2190.00 FEET; THENCE N20°57'06"E, 293.00 FEET; THENCE S69°02'54"E, 312.68 FEET; THENCE S00°40'13"W, 307.04 FEET; THENCE S69°02'55"E, TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID RIGHT-OF-WAY LINE OF STATE ROAD 44 RUN NORTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8; THENCE RUN NORTHERLY TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF

(Continued on Sheet No. 3.6)

(Continued from Sheet No. 3.5)

SOUTHEAST 1/4 OF SOUTHEAST 1/4; THENCE RUN EASTERLY TO THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4; THENCE ALONG THE EAST LINE OF SECTION 8, RUN NORTHERLY TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44-A; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF AFORESAID KERL & MILLER SUBDIVISION; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN SOUTHWESTERLY ALONG SAID EXTENSION LINE AND EASTERLY SUBDIVISION LINE TO THE POINT OF BEGINNING.

CONTAINING 177.11 ACRES, MORE OR LESS.

THAT LAND LYING IN SECTIONS 5, 6, 7, 8 AND 18, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6, RUN N00°42'56"E, ALONG THE WEST LINE THEREOF A DISTANCE OF 1,327.16 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN S89°13'33"E, ALONG THE NORTH LINE OF SAID SOUTH 1/4 A DISTANCE OF 852.06 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,489.39 FEET AND A CHORD BEARING AND DISTANCE OF S80°18'19"E, 468.53 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°05'57" , A DISTANCE OF 470.49 FEET; THENCE S89°21'18 "E, 675.67 FEET; THENCE N00°44'03"E, 34.00; THENCE S89°21'18"E, 664.02 FEET; THENCE S00°44'17 "W, 60.00 FEET; THENCE N89°21'18"W, 22.00 FEET; THENCE S00°44'17 "W, 219.22 FEET; THENCE S89°16'30"E, 67.27 FEET; THENCE S00°39'26"W, 50.56 FEET; THENCE S89°18'44"E, 660.00 FEET; THENCE N00°38'44"E, 295.87 FEET; THENCE S89°14'18"E, 632.42 FEET; THENCE N00°43'59 "E, 34.00 FEET; THENCE S89°14'18"E 339.35 FEET; THENCE S00°43'54"W, 34.00 FEET; THENCE S89°14'18"E, 1203.01 FEET TO A POINT ON THE EAST LINE OF THE WEST 200.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE S00°56'55"W, ALONG SAID EAST LINE A DISTANCE OF 1,271.51 FEET TO THE NORTHEAST CORNER OF THE WEST 200.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE S00°47 ' 54"W, ALONG THE EAST LINE OF THE WEST 200.00 OF SAID SECTION 8 A DISTANCE OF 1,184.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 160.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE, S89°40'49 "E, ALONG SAID NORTH LINE A DISTANCE OF 611.54 FEET; THENCE DEPARTING SAID NORTH LINE, S00°46'30"W, 425.68 FEET; THENCE S31°15'56 "W, 733.08 FEET; THENCE S00°47 ' 54"E, 35.45 FEET ; THENCE S43°54'50 "E, 75.41 FEET; THENCE S49°19'38"E, 80.87 FEET; THENCE S45°31'17"E, 45.42 FEET; THENCE S57°57'35 E, 31.06 FEET; THENCE S27°16'42 E, 46.23 FEET; THENCE S36°00'06 E, 62.89 FEET ; THENCE S26°28'20 E, 49.91 FEET; THENCE S32°28 ' 21 E, 80.27 FEET; THENCE S29°57'55 E, 60.93 FEET; THENCE S75°47'10 E, 99.18 FEET; THENCE S07°22'59 E, 55.03 FEET; THENCE S04°58'53 E, 28.31 FEET; THENCE S03°51'23 E, 57.52 FEET; THENCE S03°23'32 W, 15.26 FEET; THENCE S75°48'45 W 38.64 FEET; THENCE S12°05'00"W, 92 . 40 FEET; THENCE S24°08'42 "W, 41.93 FEET; THENCE S11°20'47"W, 21.80 FEET; THENCE S00°21'45"W 90.73 FEET; THENCE S40°46'06"W, 53.01 FEET; THENCE S53°05'55"W, 104.34 FEET; THENCE S49°53'36"W, 70.59 FEET; THENCE S48°18'47"W, 37.84 FEET; THENCE S61°43'23"W, 48.54 FEET; THENCE S62°49'12"W, 50.56 FEET ; THENCE S59°14 ' 26"W 52.64 FEET; THENCE S70°58'32"W 38.87 FEET; THENCE S35°38'27"W, 2,364.05 FEET TO A POINT ON THE SOUTH

(Continued to Sheet No. 3.7)

(Continued from Sheet No. 3.6)

LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID SOUTH LINE, N89°06'25 "W, 425.00 FEET TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID SOUTH LINE, RUN S00°39'15"W, ALONG THE EAST LINE OF SAID NORTH 1/2 A DISTANCE OF 663.97 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2; THENCE DEPARTING SAID EAST LINE, RUN N89°07'29"W, ALONG THE SOUTH LINE OF SAID NORTH 1/2 A DISTANCE OF 1,339.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE DEPARTING SAID SOUTH LINE, RUN N00°38'09"E, ALONG THE WEST LINE OF SAID NORTH 1/2 A DISTANCE OF 664.81 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 7 : THENCE DEPARTING THE WEST LINE OF SAID NORTH 1/2, RUN N00°46'30"E, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1,320.73 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID WEST LINE, RUN N88°56'57"W, ALONG THE SOUTH LINE OF SAID NORTH 1/2 A DISTANCE OF 2,644.70 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 ; THENCE DEPARTING SAID SOUTH LINE, RUN N00°36'09"E, ALONG THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 1,329.81 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4, N00°40'16 "E, 2,658.38 FEET TO THE POINT OF BEGINNING.

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheets No.</u>
Sumter	The Villages of Sumter	GS, RS	12.0, 13.0

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is CENTRAL SUMTER UTILITY COMPANY, LLC
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

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RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

(Continued from Sheet No. 7.0)

- 9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS.....	13.0

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 8.78
Full 3/4"	\$ 13.17
1"	\$ 21.94
1 1/2"	\$ 43.89
2"	\$ 70.22
3"	\$ 140.44
4"	\$ 219.43
6"	\$ 438.88
8"	\$ 702.19
10"	\$ 1,009.40
Charge per 1,000 gallons	\$ 2.07

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - June 30, 2015

TYPE OF FILING - Reorganization to Conform to Model Tariff

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

APPLICABILITY – For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD – Monthly

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 8.78
Full 3/4"	\$ 13.17
1"	\$ 21.94
1-1/2"	\$ 43.89
2"	\$ 70.22
3"	\$ 140.44
4"	\$ 219.43
6"	\$ 438.88
8"	\$ 702.19
10"	\$ 1,009.40
Charge per 1,000 gallons	
First 3,000 gallons	\$ 2.07
Over 3,000 gallons	\$ 4.14

MINIMUM CHARGE – Base Facility Charge

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE – June 30, 2015

TYPE OF FILING – Reorganization to Conform to Model Tariff

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$26.00	\$26.00
1"	\$65.00	\$65.00
Over 1"	Two times average estimated monthly bill	

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE – June 30, 2015

TYPE OF FILING – Reorganization to Conform to Model Tariff

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

LATE PAYMENT CHARGE - This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to subsection 25-30.335(4), F.A.C.

NSF CHARGE - This charge may be levied pursuant to Chapter 832, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$21.00	
Normal Reconnection Charge	\$21.00	\$42.00
Violation Reconnection Charge	\$21.00	\$42.00
Premises Visit Charge (in lieu of disconnection)	\$21.00	\$42.00
Late Payment		\$ 5.00
NSF Check Charge	Pursuant to Statute 832.08(5)	

EFFECTIVE DATE - June 30, 2015

TYPE OF FILING - Reorganization to Conform to Model Tariff

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges.....	19.0
Service Availability Policy.....	18.0

SERVICE AVAILABILITY POLICY

The Utility will construct all on-site, off-site and treatment facilities and will assess main extension and meter installation charges as provided for on Sheet No. 19.0.

SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
<u>Main Extension Charge</u>	
Residential – per ERC (86) GPD	\$1,119.00
All Others – per gallon	\$ 13.01
<u>Meter Installation Charge</u>	
5/8" x 3/4"	\$ 215.00
All other meter sizes	Actual Cost

EFFECTIVE DATE – June 30, 2015

TYPE OF FILING – Reorganization to Conform to Model Tariff

WS-15-0031

H. G. MORSE
ISSUING OFFICER

PRESIDENT
TITLE


INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE	21.0
COPY OF CUSTOMER'S BILL	22.0

APPLICATION FOR WATER SERVICE

NOT APPLICABLE

COPY OF CUSTOMER'S BILL

ACCOUNT ACTIVITY		<input type="checkbox"/> Check if address change Enter new address on back	
Account Number	[REDACTED]		
Service Address	[REDACTED]		
Service Period	12/14/2012 to 1/15/2013		
Billing Date	1/24/2013		
Due Date	3/14/2013		
Check #	[REDACTED]		
Account Due	[REDACTED]		

MAKE CHECK PAYABLE TO:

Central Sumter Utility LLC
3201 Wedgewood Lane
The Villages, FL 32162-7116

Previous Statement	Payments (Credits)	Adjustments	Balance Forward	New Charges	ACCOUNT BALANCE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Service Address: [REDACTED] Service Period: 12/14/2012 to 1/15/2013

METER CONSUMPTION INFORMATION			
Description	Previous Reading	Current Reading	Usage in Gals.
WATER	12650	15210	2,560
IRRIGATION	18970	17510	5,820

WATER CONSUMPTION

14000
12000
10000

Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

CURRENT ACTIVITY		AMOUNT
Water Base	0-3,000 Gals @ \$1.98 /Thousand	
Irrigation Base	0-7,000 Gals @ \$2.07 /Thousand	
Utility Tax-Potable Water	5%	
Power Base	0-10,000 Gals @ \$4.56 /Thousand	
Sanitation Collection for February		
Amortized Charge for February		
TOTAL NEW CHARGES		
PAY THE ACCOUNT BALANCE BY 2/14/2013		

IMPORTANT MESSAGE

[REDACTED]

REMEMBER A \$5.00 LATE PENALTY WILL BE APPLIED TO BALANCE PAY THE BILL DUE DATE

SUMTER SANITATION PICKUP QUESTIONS, PLEASE CALL SUMTER SANITATION AT (352) 748-0109

IF YOU HAVE ANY QUESTIONS ABOUT YOUR ACCOUNT, PLEASE CONTACT
VCDD UTILITY CUSTOMER SERVICE AT (352) 750-0000
3201 Wedgewood Lane The Villages, FL 32162-7116
For ONLINE PAYMENT VISIT OUR WEB PAGE: www.districtgov.org

AFTER HOUR WATER EMERGENCIES CALL COMMUNITY WATCH AT 352-753-0550

WASTEWATER TARIFF

CENTRAL SUMTER UTILITY COMPANY, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-15-0031

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: June 30, 2015

Greg Shafer

DIRECTOR
DIVISION OF ECONOMICS

WASTEWATER TARIFF

CENTRAL SUMTER UTILITY COMPANY, LLC
NAME OF COMPANY

1020 Lake Sumter Landing

The Villages, Florida 32162
(ADDRESS OF COMPANY)

(352) 753-2270
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

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Rules and Regulations	6.0
Service Availability Policy and Charges	16.0
Standard Forms.....	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 540-S

COUNTY – Sumter and Lake

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-05-0844-PAA-WS	08/16/2005	050192-WS	Original Certificate
PSC-12-0551-FOF-WS	10/17/2012	120207-WS	Amendment & Name Correction
PSC-13-0231-FOF-WS	05/29/2013	130047-WS	Amendment
PSC-14-0180-FOF-WS	04/18/2014	130291-WS	Amendment of Certificate

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA, LYING SOUTH OF C.R. 466-A.

AND

THE SOUTH 1/2 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, LESS RIGHT-OF-WAY FOR C.R. 466-A.

AND

THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR C.R. 466-A AND LESS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN WEST 295.00 FEET, SOUTH 295.00 FEET, EAST 295.00 FEET, NORTH 295.00 FEET TO THE BEGINNING.

AND

THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR C.R. 466-A.

AND

THE NORTH 1/2 OF THE SOUTHWEST 1/4 LESS RIGHT-OF-WAY ON NORTH SIDE FOR CR 466-A, AND LESS RIGHT-OF-WAY ON WEST SIDE FOR CR 139 AND LESS THE SOUTH 15.00 FEET OF THE WEST 789.00 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4, AND LESS THE NORTH 466.70 FEET OF THE SOUTH 481.70 FEET OF THE WEST 490.70 FEET OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4.

AND

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE S.A.L. RAILROAD RIGHT-OF-WAY, LESS OLD STATE ROAD 44 RIGHT-OF-WAY.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 1/2 OF SOUTH 1/2 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, FOR A POINT OF BEGINNING; 1) THENCE RUN S00 DEG 03 MIN 45 SEC WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SOUTH 1/2 OF NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 4.79 FEET; 2) THENCE RUN S38 DEG 07

(Continued on Sheet No. 3.2)

(Continued from Sheet No. 3.1)

MIN 08 SEC WEST A DISTANCE OF 35.12 FEET; 3) THENCE RUN S69 DEG 08 MIN 06 SEC WEST A DISTANCE OF 5.77 FEET TO THE NORTH RIGHT OF WAY LINE OF HWY. 44A; 4) THENCE RUN N65 DEG 34 MIN 36 SEC WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 84.16 FEET, TO THE NORTH LINE OF SOUTH 1/2 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 8; 5) THENCE RUN S89 DEG 49 MIN 31 SEC EAST, ALONG SAID NORTH LINE A DISTANCE OF 103.70 FEET, TO THE POINT OF BEGINNING TO CLOSE.

AND

THE EAST 1/2 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LESS THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTH 3/4 OF THE NORTHWEST 1/4; THE WEST 1/2 OF THE SOUTHWEST 1/4, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 139 OR COUNTY ROAD 44A, ALSO LESS RAILROAD RIGHT-OF-WAY; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 LYING SOUTH OF RAILROAD.

AND

BEGIN AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST; THENCE RUN SOUTH 440.00 FEET, EAST 396.00 FEET, NORTH 440.00 FEET, WEST 396.00 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 139 OR COUNTY ROAD 44A OR WITHIN THE RIGHT-OF-WAY FOR THE C.S.X. TRANSPORTATION RAILROAD RIGHT-OF-WAY.

AND

ALL OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

ALL OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

ALL OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND

ALL OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA; AND LESS ANY PORTION THEREOF LYING WITHIN COUNTY ROAD RIGHT-OF-WAY.

AND

(Continued on Sheet No. 3.3)

(Continued from Sheet No. 3.2)

THE WEST 1/2 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THE EAST 1/2 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RAILROAD RIGHT-OF-WAY, THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING NORTH AND EAST OF THE RAILROAD RIGHT-OF-WAY, IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS TERMINAL LANDS; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 44-A.

AND

THE WEST 3/4 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4, LYING NORTH OF STATE ROAD 44, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 44 AND THE SOUTHEAST 1/4 OF NORTHWEST 1/4 LYING NORTH OF STATE ROAD 44, ALL IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

BEGIN AT SOUTHEAST CORNER OF NORTHEAST 1/4 OF NORTHWEST 1/4. RUN S89°50'W, 331.20 FEET, NORTH 797.68 FEET, S61°21'21"E, 835.26 FEET, SOUTH 395.15 FEET, S89°50'W, 401.84 FEET TO POINT OF BEGINNING, SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THE WEST 1/2 OF WEST 1/2 NORTH OF STATE ROAD 44 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LESS ROAD RIGHT-OF-WAY.

AND

THAT PART OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 LYING NORTH OF STATE ROAD 44, LESS ROAD RIGHT-OF-WAY ON WEST END, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD AIRLINE RAILROAD.

AND

THAT PART OF THE WEST 3/4 OF SAID SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE RAILROAD RIGHT-OF-WAY.

CONTAINING 4908.95 ACRES, MORE OR LESS.

(Continued to Sheet No. 3.4)

(Continued from Sheet No. 3.3)

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE RUN S00°34'50"W ALONG THE WEST LINE OF SECTION 15 A DISTANCE OF 1,486.86 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°24'11"E, A DISTANCE OF 840.28 FEET; THENCE RUN S27°04'17"W, A DISTANCE OF 608.73 FEET; THENCE RUN S51°33'06"E, A DISTANCE OF 601.12 FEET; THENCE RUN S38°28'15"W, A DISTANCE OF 397.15 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44-A; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE COURSES S51°31'59"E, A DISTANCE OF 1,009.67 FEET; THENCE N38°29'44"E, A DISTANCE OF 10.95 FEET; THENCE S51°30'16"E, A DISTANCE OF 1,012.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44-A; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S38°29'44"W, A DISTANCE OF 126.15 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RAILROAD (ABANDONED); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE RUN S51°30'16"E, A DISTANCE OF 1066.68 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN N38°38'33"E, A DISTANCE OF 897.58 FEET, MORE OR LESS TO THE WATERS EDGE OF LAKE DEATON; THENCE ALONG SAID WATERS EDGE NORTHWESTERLY AND NORTHEASTERLY TO A POINT ON EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG SAID EAST LINE RUN N00°35'11"E, A DISTANCE OF 1,535.29 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 15; THENCE ALONG THE NORTH LINE OF SECTION 15 RUN N89°28'30"W, A DISTANCE OF 2,652.41 FEET; THENCE RUN N89°24'57"W, A DISTANCE OF 2,650.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 353 ACRES, MORE OR LESS.

AREA "A"

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; RUN WEST 295.00 FEET, SOUTH 295.00 FEET, EAST 295.00 FEET, NORTH 295.00 FEET TO THE BEGINNING; LESS RIGHT-OF-WAY FOR C.R. 466A.

AND

AREA "B"

THE NORTH 305.68 FEET OF THE EAST 285.00 FEET OF THE WEST 528.07 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR C.R. 466A.

AND

AREA "C"

THAT PART OF THE N1/2 OF THE NE1/4 OF THE SE1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING-DESCRIBED PARCEL:

(Continued on Sheet No. 3.5)

(Continued from Sheet No. 3.4)

THAT LAND LYING IN SECTIONS 8 AND 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN N00°29'25"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 317.95 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-44A ACCORDING TO THE RIGHT-OF-WAY MAP ON FILE IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N57°12'30"W, 18.62 FEET; THENCE N65°08'45"W, 55.69 FEET; THENCE N64°55'26"W, 27.20 FEET; THENCE N65°09'05"W, 652.79 FEET; THENCE S71°31'02"W, 3.69 FEET; THENCE N65°35'30"W, 10.02 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF COUNTY ROAD 139 AS RECORDED IN OFFICIAL RECORDS BOOK 2088, PAGE 193, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N19°25'59"W, 39.56 FEET; THENCE N25°04'43"E, 239.29 FEET TO THE NORTH BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2131, PAGE 399, PUBLIC

RECORDS OF SUMTER COUNTY, FLORIDA.; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY AND ALONG SAID NORTH BOUNDARY AND THE SOUTHEASTERLY EXTENSION THEREOF, S65°09'05"E, 715.62 FEET; THENCE DEPARTING THE SOUTHEASTERLY EXTENSION OF SAID NORTH BOUNDARY, S00°57'59"W, 295.85 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF C-44A; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N65°02'56"W, 21.89 FEET; THENCE N57°12'30"W, 20.22 FEET TO THE POINT OF BEGINNING.

AND

AREA "D"

A PARCEL OF LAND BEING PORTIONS OF SECTIONS 8 AND 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 44-A AND LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF "KERL & MILLER SUBDIVISION 1ST ADDITION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55, SUMTER COUNTY RECORDS, FLORIDA; THENCE N65°13'12"W, ALONG THE SOUTH BOUNDARY LINE THEREOF AND ALONG THE NORTHWESTERLY EXTENSION THEREOF FOR A DISTANCE OF 874.89 FEET; THENCE S22°30'28"W 716.00 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 8; THENCE N89°28'01"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 611.48 FEET; THENCE DEPARTING SAID SOUTH LINE, S00°25'18"E, 471.13 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 44; THENCE THE FOLLOWING COURSES ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE: S70°31'17"E, 296.92 FEET; THENCE S71°43'13"E, 300.33 FEET; THENCE S70°31'17"E, 350.12 FEET; THENCE S69°02'54"E, 2190.00 FEET; THENCE N20°57'06"E, 293.00 FEET; THENCE S69°02'54"E, 312.68 FEET; THENCE S00°40'13"W, 307.04 FEET; THENCE S69°02'55"E, TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17; THENCE DEPARTING SAID RIGHT-OF-WAY LINE OF STATE ROAD 44 RUN NORTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8; THENCE RUN NORTHERLY TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF

(Continued on Sheet No. 3.6)

(Continued from Sheet No. 3.5)

SOUTHEAST 1/4 OF SOUTHEAST 1/4; THENCE RUN EASTERLY TO THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4; THENCE ALONG THE EAST LINE OF SECTION 8, RUN NORTHERLY TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44-A; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF AFORESAID KERL & MILLER SUBDIVISION; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN SOUTHWESTERLY ALONG SAID EXTENSION LINE AND EASTERLY SUBDIVISION LINE TO THE POINT OF BEGINNING.

CONTAINING 177.11 ACRES, MORE OR LESS.

THAT LAND LYING IN SECTIONS 5, 6, 7, 8 AND 18, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6, RUN N00°42'56"E, ALONG THE WEST LINE THEREOF A DISTANCE OF 1,327.16 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN S89°13'33"E, ALONG THE NORTH LINE OF SAID SOUTH 1/4 A DISTANCE OF 852.06 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,489.39 FEET AND A CHORD BEARING AND DISTANCE OF S80°18'19"E, 468.53 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°05'57" , A DISTANCE OF 470.49 FEET; THENCE S89°21'18 "E, 675.67 FEET; THENCE N00°44'03"E, 34.00; THENCE S89°21'18"E, 664.02 FEET; THENCE S00°44'17 "W, 60.00 FEET; THENCE N89°21'18"W, 22.00 FEET; THENCE S00°44'17 "W, 219.22 FEET; THENCE S89°16'30"E, 67.27 FEET; THENCE S00°39'26"W, 50.56 FEET; THENCE S89°18'44"E, 660.00 FEET; THENCE N00°38'44"E, 295.87 FEET; THENCE S89°14'18"E, 632.42 FEET; THENCE N00°43'59 "E, 34.00 FEET; THENCE S89°14'18"E 339.35 FEET; THENCE S00°43'54"W, 34.00 FEET; THENCE S89°14'18"E, 1203.01 FEET TO A POINT ON THE EAST LINE OF THE WEST 200.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE S00°56'55"W, ALONG SAID EAST LINE A DISTANCE OF 1,271.51 FEET TO THE NORTHEAST CORNER OF THE WEST 200.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE S00°47 ' 54"W, ALONG THE EAST LINE OF THE WEST 200.00 OF SAID SECTION 8 A DISTANCE OF 1,184.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 160.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE, S89°40'49 "E, ALONG SAID NORTH LINE A DISTANCE OF 611.54 FEET; THENCE DEPARTING SAID NORTH LINE, S00°46'30"W, 425.68 FEET; THENCE S31°15'56 "W, 733.08 FEET; THENCE S00°47 ' 54"E, 35.45 FEET ; THENCE S43°54'50 "E, 75.41 FEET; THENCE S49°19'38"E, 80.87 FEET; THENCE S45°31'17"E, 45.42 FEET; THENCE S57°57'35 E, 31.06 FEET; THENCE S27°16'42 E, 46.23 FEET; THENCE S36°00'06 E, 62.89 FEET ; THENCE S26°28'20 E, 49.91 FEET; THENCE S32°28 ' 21 E, 80.27 FEET; THENCE S29°57'55 E, 60.93 FEET; THENCE S75°47'10 E, 99.18 FEET; THENCE S07°22'59 E, 55.03 FEET; THENCE S04°58'53 E, 28.31 FEET; THENCE S03°51'23 E, 57.52 FEET; THENCE S03°23'32 W, 15.26 FEET; THENCE S75°48'45 W 38.64 FEET; THENCE S12°05'00"W, 92 . 40 FEET; THENCE S24°08'42 "W, 41.93 FEET; THENCE S11°20'47"W, 21.80 FEET; THENCE S00°21'45"W 90.73 FEET; THENCE S40°46'06"W, 53.01 FEET; THENCE S53°05'55"W, 104.34 FEET; THENCE S49°53'36"W, 70.59 FEET; THENCE S48°18'47"W, 37.84 FEET; THENCE S61°43'23"W, 48.54 FEET; THENCE S62°49'12"W, 50.56 FEET ; THENCE S59°14 ' 26"W 1 52.64 FEET; THENCE S70°58'32"W 1 38.87 FEET; THENCE S35°38'27"W, 2,364.05 FEET TO A POINT ON THE SOUTH

(Continued to Sheet No. 3.7)

(Continued from Sheet No. 3.6)

LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID SOUTH LINE, N89°06'25 "W, 425.00 FEET TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID SOUTH LINE, RUN S00°39'15"W, ALONG THE EAST LINE OF SAID NORTH 1/2 A DISTANCE OF 663.97 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2; THENCE DEPARTING SAID EAST LINE, RUN N89°07'29"W, ALONG THE SOUTH LINE OF SAID NORTH 1/2 A DISTANCE OF 1,339.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE DEPARTING SAID SOUTH LINE, RUN N00°38'09"E, ALONG THE WEST LINE OF SAID NORTH 1/2 A DISTANCE OF 664.81 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 7 : THENCE DEPARTING THE WEST LINE OF SAID NORTH 1/2, RUN N00°46'30"E, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1,320.73 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID WEST LINE, RUN N88°56'57"W, ALONG THE SOUTH LINE OF SAID NORTH 1/2 A DISTANCE OF 2,644.70 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 ; THENCE DEPARTING SAID SOUTH LINE, RUN N00°36'09"E, ALONG THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 1,329.81 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4, N00°40'16 "E, 2,658.38 FEET TO THE POINT OF BEGINNING.

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule Available</u>	<u>Sheet No.</u>
Sumter	The Village of Sumter	GS, RS, RWS	12.0, 13.0, 14.0

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is CENTRAL SUMTER UTILITY COMPANY, LLC
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

INDEX OF RULES AND REGULATIONS

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RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.

(Continued on Sheet No. 8.0)

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 15.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 10.0)

(Continued from Sheet No. 9.0)

- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
22. EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

INDEX OF RATES AND CHARGES SCHEDULES

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GENERAL SERVICE

RATE SCHEDULE (GS)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 15.65
Full 3/4"	\$ 23.47
1"	\$ 39.11
1 1/2"	\$ 125.17
2"	\$ 250.35
3"	\$ 391.18
4"	\$ 782.32
6"	\$ 1,251.72
8"	\$ 1,799.36
Charge per 1,000 gallons	\$ 5.86

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE - June 30, 2015
- TYPE OF FILING - Reorganization to Conform to Model Tariff

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

Base Facility Charge

All Meter Sizes	\$	15.65
Charge per 1,000 gallons 10,000 gallon cap	\$	4.98

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

- EFFECTIVE DATE - June 30, 2015
- TYPE OF FILING - Reorganization to Conform to Model Tariff

RECLAIMED WATER SERVICE

RATE SCHEDULE (RWS)

AVAILABILITY - Available to golf courses within The Villages.

APPLICABILITY - To the extent of its capacity and wastewater flows, the Utility shall provide irrigation quality water using treated wastewater effluent.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
All meter sizes	\$ 0.00
Per 1,000 Gallons	\$ 0.00

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - June 30, 2015

TYPE OF FILING - Reorganization to Conform to Model Tariff

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$ 54.00	\$ 54.00
1"	\$108.00	\$108.00
Over 1"	2 x average estimated monthly bill	

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE - June 30, 2015

TYPE OF FILING - Reorganization to Conform to Model Tariff

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

LATE PAYMENT CHARGE – This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to subsection 25-30.335(4), F.A.C.

NSF CHARGE – This charge may be levied pursuant to Chapter 832, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$21.00	N/A
Normal Reconnection Charge	\$21.00	\$42.00
Violation Reconnection Charge	Actual Cost	Actual Cost
Premises Visit Charge (in lieu of disconnection)	\$21.00	\$42.00
Late Payment		\$ 5.00
NSF Check Charge	Pursuant to Statute 832.08(5)	

EFFECTIVE DATE - June 30, 2015

TYPE OF FILING - Reorganization to Conform to Model Tariff

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges	18.0
Service Availability Policy	17.0

SERVICE AVAILABILITY POLICY

The Utility will construct all on-site, off-site and treatment facilities and will assess main extension and meter installation charges as provided for on Sheet No. 18.0.

SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
Main Extension Charge	
Residential – per ERC (116) GPD	\$2,336.00
All Others – per gallon	\$ 27.17

EFFECTIVE DATE - June 30, 2015

TYPE OF FILING - Reorganization to Conform to Model Tariff

WS-15-0031

H. G. MORSE
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	21.0

APPLICATION FOR WASTEWATER SERVICE

NOT APPLICABLE

COPY OF CUSTOMER'S BILL

ACCOUNT ACTIVITY		<input type="checkbox"/> Check if address change (Send new address label)
Account Number	[REDACTED]	
Service Address	[REDACTED]	
Service Period	12/14/2012 to 1/16/2013	
Billing Date	1/24/2013	
Due Date	2/14/2013	
Check #	[REDACTED]	
Amount Due	[REDACTED]	

VS UTILITIES

MAKE CHECK PAYABLE TO:
Central Sumter Utility LLC
3201 Wedgewood Lane
The Villages, FL 32162-7116

Previous Statement	Payments (Credits)	Adjustments	Balance Forward	New Charges	ACCOUNT BALANCE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Service Address: [REDACTED] Service Period: 12/14/2012 to 1/16/2013

METER CONSUMPTION INFORMATION			
Description	Previous Reading	Current Reading	Usage in Gals.
WATER	15450	15239	2,560
IRRIGATION	169379	175191	5,820

WATER CONSUMPTION
Usage Irrigation

Day	Mon	Tue	Wed	Thu	Fri	Sat	Sun
12/14							
12/15							
12/16							
12/17							
12/18							
12/19							
12/20							
12/21							
12/22							
12/23							
12/24							
12/25							
12/26							
12/27							
12/28							
12/29							
12/30							
12/31							

IMPORTANT MESSAGE

[REDACTED]

ARREARS A \$1.00 LATE FEE WILL BE APPLIED TO BALANCES PAST THE BILL DUE DATE.

PREVIOUS STATEMENT
PAYMENTS APPLIED SINCE LAST BILL:
ADJUSTMENTS:
Late Payment Fee
BALANCE FORWARD

CURRENT ACTIVITY

Water Base
0-3,000 Gals @ \$1.98 /Thousand
Irrigation Base
0-7,000 Gals @ \$2.07 /Thousand
Utility Tax-Potable Water 5¢
Sewer Base
0-10,000 Gals @ \$4.86 /Thousand
Sanitation Collection for February
Amortty Charges for February

TOTAL NEW CHARGES

PAY THE ACCOUNT BALANCE BY 2/14/2013

SUMTER SANITATION PICKUP QUESTIONS, PLEASE CALL SUMTER SANITATION AT (352) 748-0109

IF YOU HAVE ANY QUESTIONS ABOUT YOUR ACCOUNT, PLEASE CONTACT
VSDD UTILITY CUSTOMER SERVICE AT (352) 750-0000
3201 Wedgewood Lane The Villages, FL 32162-7116
For ONLINE PAYMENT VISIT OUR WEB PAGE: www.dsnetgov.org

AFTER HOUR WATER EMERGENCIES: CALL COMMUNITY WATCH AT 352-753-0550

SCHEDULE 3 TO EXHIBIT G

See Attached.

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
JULIE I. BROWN
DONALD J. POLMANN
GARY F. CLARK
ANDREW GILES FAY

STATE OF FLORIDA



DIVISION OF ECONOMICS
GREG SHAFER
DIRECTOR
(850) 413-6410

Public Service Commission

May 2, 2018

Mr. Martin S. Friedman
Friedman & Friedman, P.A.
766 N. Sun Drive, Suite 4030
Lake Mary, FL 32746

WS-2018-0026

Re: Application for 2017 Price Index Rate Adjustment for Central Sumter Utility Company, LLC in Sumter County.

Dear Mr. Friedman:

The following tariff sheets have been approved effective May 7, 2018:

Water Tariff

Second Revised Sheet No. 12.0
Second Revised Sheet No. 13.0
Second Revised Sheet No. 16.0

Wastewater Tariff

Second Revised Sheet No. 12.0
Second Revised Sheet No. 13.0
Second Revised Sheet No. 16.0

Please incorporate these tariff sheets into the approved tariffs on file at the utility's office. If you have any questions, please contact Amber Norris at (850) 413-6984 at our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Shafer".

Greg Shafer
Director

GS:cj
Enclosures

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 8.84
3/4"	\$ 13.27
1"	\$ 22.10
1 1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$ 1,016.77
Charge per 1,000 gallons	\$ 2.09

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - May 7, 2018

TYPE OF FILING - 2017 Price Index

WS-2018-0026

H. G. MORSE
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

APPLICABILITY – For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD – Monthly

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 8.84
3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$ 1,016.77
Charge per 1,000 gallons	
0 - 3,000 gallons	\$ 2.09
Over 3,000 gallons	\$ 4.17

MINIMUM CHARGE – Base Facility Charge

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE – May 7, 2018

TYPE OF FILING – 2017 Price Index

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

LATE PAYMENT CHARGE - This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to Rule 25-30.335(4), F.A.C.

NSF CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$21.00	
Normal Reconnection Charge	\$21.00	\$42.00
Violation Reconnection Charge	\$21.00	\$42.00
Premises Visit Charge (in lieu of disconnection)	\$21.00	\$42.00
Late Payment		\$ 5.00
NSF Check Charge		Pursuant to Section 68.065, F.S.

EFFECTIVE DATE - May 7, 2018

TYPE OF FILING - 2017 Price Index

WS-2018-0026

H. G. MORSE
ISSUING OFFICER

PRESIDENT
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 15.72
3/4"	\$ 23.57
1"	\$ 39.28
1 1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$ 1,257.10
8"	\$ 1,807.10
Charge per 1,000 gallons	\$ 5.89

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

- EFFECTIVE DATE - May 7, 2018
- TYPE OF FILING - 2017 Price Index

WS-2018-0026

H. G. MORSE
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

	<u>Base Facility Charge</u>	
All Meter Sizes	\$	15.72
Charge per 1,000 gallons 10,000 gallon cap	\$	5.00

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - May 7, 2018

TYPE OF FILING - 2017 Price Index

WS-2018-0026

H. G. MORSE
ISSUING OFFICER

PRESIDENT
TITLE

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

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VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

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Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$21.00	N/A
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Violation Reconnection Charge	Actual Cost	Actual Cost
Premises Visit Charge (in lieu of disconnection)	\$21.00	\$42.00
Late Payment		\$ 5.00
NSF Check Charge	Pursuant to Section 68.065, F.S.	

EFFECTIVE DATE - May 7, 2018

TYPE OF FILING - 2017 Price Index

WS-2018-0026

H. G. MORSE
ISSUING OFFICER

PRESIDENT
TITLE

EXHIBIT J

See Attached.

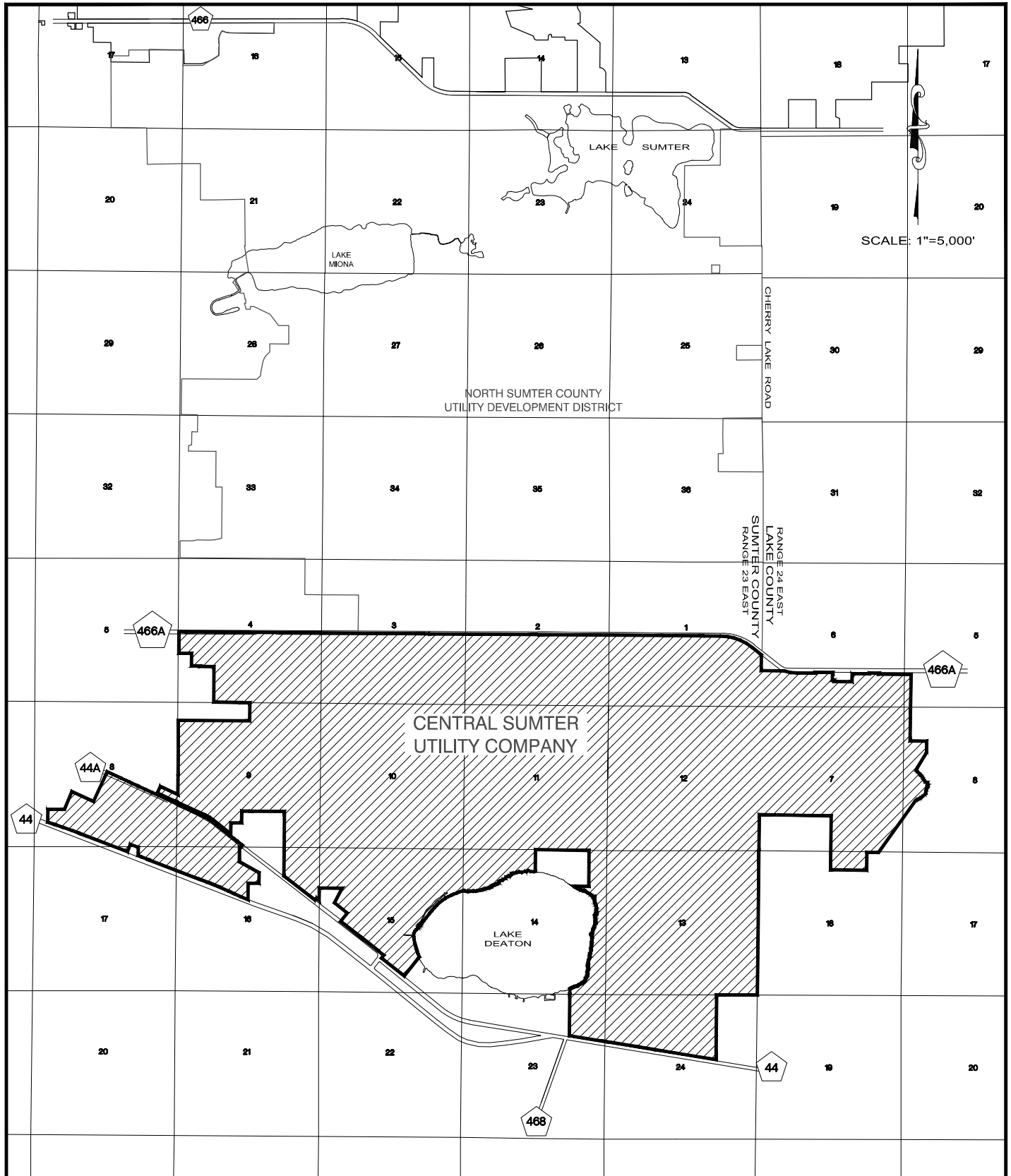


EXHIBIT K

See Attached.

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " K " Page
1 of 6

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 8; THENCE ALONG THE EAST LINE THEREOF RUN N00°29'25"E, 611.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOKS 2133, PAGE 557, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH LINE THEREOF RUN S65°09'05"E, 43.33 FEET TO A POINT ON THE WEST BOUNDARY LINE OF VILLAGES OF SUMTER PERRY VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 5 AND 5A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING FOUR (4) COURSES BEING ALONG SAID WEST BOUNDARY OF PLAT, THE WEST BOUNDARY OF VILLAGES OF SUMTER CARRABELLE VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 22 AND 22A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND THE WEST BOUNDARY OF VILLAGES OF SUMTER UNIT NO. 232, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 21, 21A THROUGH 21K, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, RESPECTIVELY: RUN N00°57'59"E, 735.24 FEET; THENCE N00°25'07"E, 1511.83 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,599.55 FEET AND A CHORD BEARING AND DISTANCE OF N05°21'49"E, 297.20 FEET TO WHICH A RADIAL LINE BEARS S79°18'21"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°39'40", AN ARC DISTANCE OF 297.63 FEET; THENCE ALONG A NON-TANGENT LINE RUN N00°27'24"E, 192.29 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 9; THENCE DEPARTING SAID WEST BOUNDARY OF PLAT AND ALONG SAID SOUTH LINE RUN N89°35'39"W, 20.00 FEET TO THE WESTERLY LINE OF AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2133, PAGE 557; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID WESTERLY LINE: RUN S00°27'24"W, 192.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,579.55 FEET AND A CHORD BEARING AND DISTANCE OF S08°03'22"W, 441.07 FEET TO WHICH A RADIAL LINE BEARS S89°58'11"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°03'06", AN ARC DISTANCE OF 442.52 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF POWELL ROAD PER OFFICIAL RECORDS BOOK 2088, PAGE 193, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING TEN (10) COURSES BEING ALONG SAID EASTERLY RIGHT OF WAY LINE: THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°17'29", A DISTANCE OF 421.56 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,478.00 FEET AND A CHORD BEARING AND DISTANCE OF S25°19'20"W, 312.02 FEET TO WHICH A RADIAL LINE BEARS N58°37'07"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°07'06", AN ARC DISTANCE OF 312.61 FEET; THENCE ALONG A RADIAL LINE RUN S70°44'13"E, 15.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,463.00 FEET AND A CHORD BEARING AND DISTANCE OF S12°19'23"W, 353.54 FEET TO WHICH A RADIAL LINE BEARS N70°44'13"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°52'47", AN ARC DISTANCE OF 354.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1,765.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°07'41", AN ARC DISTANCE OF 96.36 FEET; THENCE ALONG A RADIAL LINE RUN N81°29'20"W, 15.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,750.00 FEET AND A CHORD BEARING AND DISTANCE OF S16°47'41"W, 504.26 FEET TO WHICH A RADIAL LINE BEARS S81°29'20"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°34'02", AN ARC DISTANCE OF 506.02 FEET TO THE POINT OF TANGENCY; THENCE S25°04'43"W, 140.48 FEET; THENCE S64°55'17"E, 15.00 FEET; THENCE S25°04'43"W, 86.71 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2131, PAGE 399, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID NORTH BOUNDARY LINE AND AFORESAID SOUTH BOUNDARY LINE OF PROPERTY PER OFFICIAL RECORDS BOOKS 2133, PAGE 557, RESPECTIVELY, RUN S65°09'05"E, 672.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.01 ACRES, MORE OR LESS.

GENERAL NOTES

1. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH RANGE 23 EAST AS BEING N00°24'39"E, AN ASSUMED MERIDIAN.

8/13/19
DATE

KAYE M. JAMESON, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5912



**FARNER
BARLEY**
AND ASSOCIATES, INC.

4450 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3128

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " K " Page
2 of 6



KEY MAP

SHEET 5

POWELL ROAD

SHEET 4

SHEET 3

COUNTY ROAD NO. 44A



SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " K " Page
3 of 6



R=1750.00' L=506.02'
Δ=16°34'02"
CB=S16°47'41"W
CH=504.26'

EAST 1/4 CORNER OF
SECTION 8-19-23

VILLAGES OF SUMTER
CARRABELLE VILLAS
PLAT BOOK 14, PAGES 22-22A

MATCHLINE
SHEET 4
SHEET 3

VILLAGES OF SUMTER
CARRABELLE VILLAS
PLAT BOOK 14, PAGES 22-22A

VILLAGES OF SUMTER
PERRY VILLAS
PLAT BOOK 15, PAGES 5-5A

POWELL ROAD
ORB 2088, PG 193

S25°04'43"W 140.48'

S64°55'17"E 15.00'

S25°04'43"W 86.71'

40' INGRESS/EGRESS, DRAINAGE
AND UTILITY EASEMENT PER
ORB 2131, PG 399

20' AT&T EASEMENT
PER ORB 2087,
PAGE 463

NORTH BOUNDARY OF
LANDS DESCRIBED IN
ORB 2131, PG 399

S65°09'05"E 672.29'

SOUTH BOUNDARY OF
LANDS DESCRIBED IN
ORB 2133, PG 557

NOT INCLUDED

POINT OF BEGINNING

S65°09'05"E 43.33'

COUNTY ROAD NO. 44A

TRACT D' LINDEWOOD STREET
TRACT D' 29 30 31 32

N00°29'25"E 611.79'

EAST LINE OF THE
SOUTHEAST 1/4 OF
SECTION 8-19-23

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
THE NORTHEAST 1/4 OF
THE SOUTHEAST 1/4 OF
SECTION 8-19-23



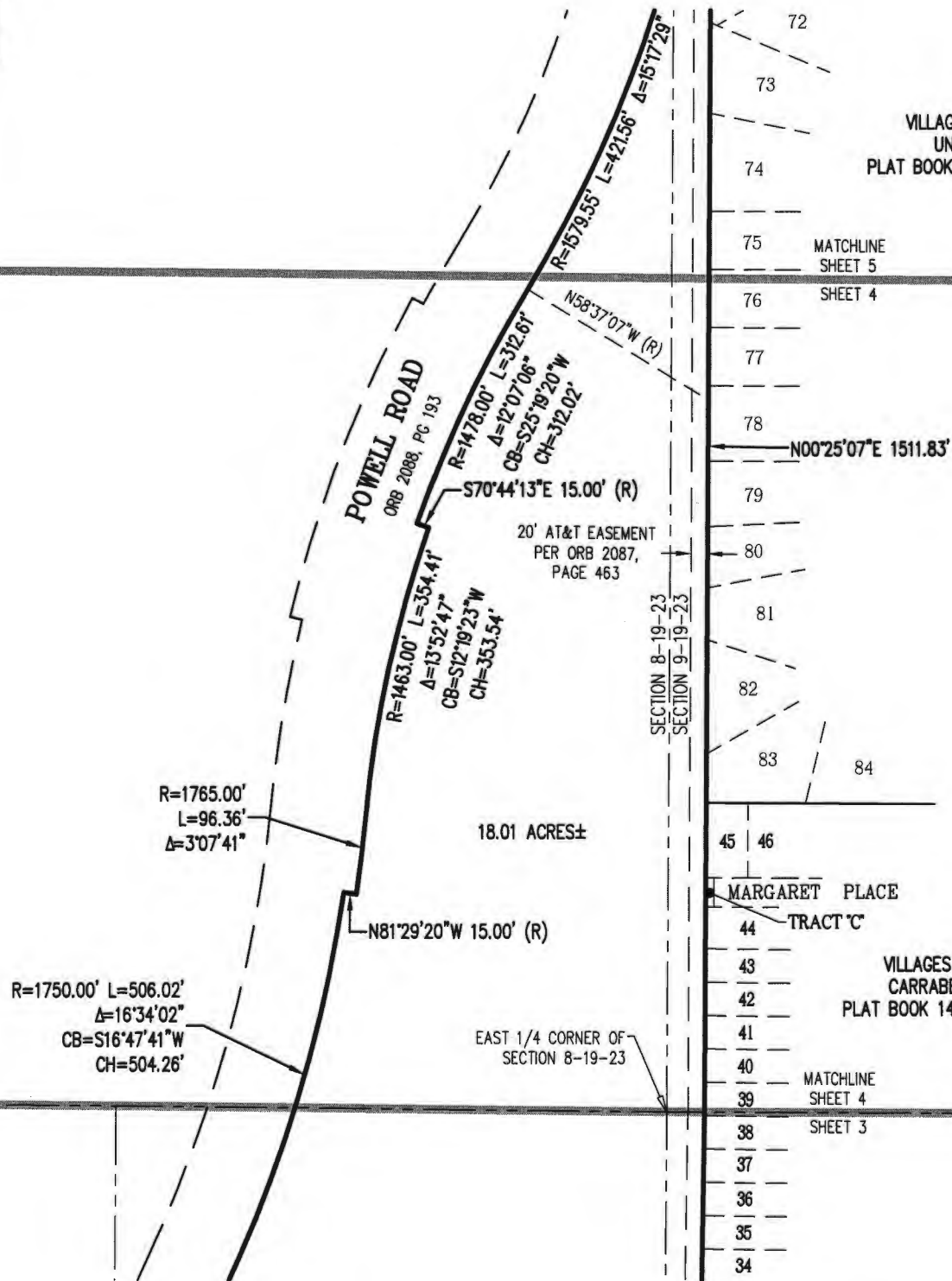
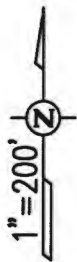
**FARNER
BARLEY
AND ASSOCIATES, INC.**

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

4450 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3128

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "K" Page
4 of 6



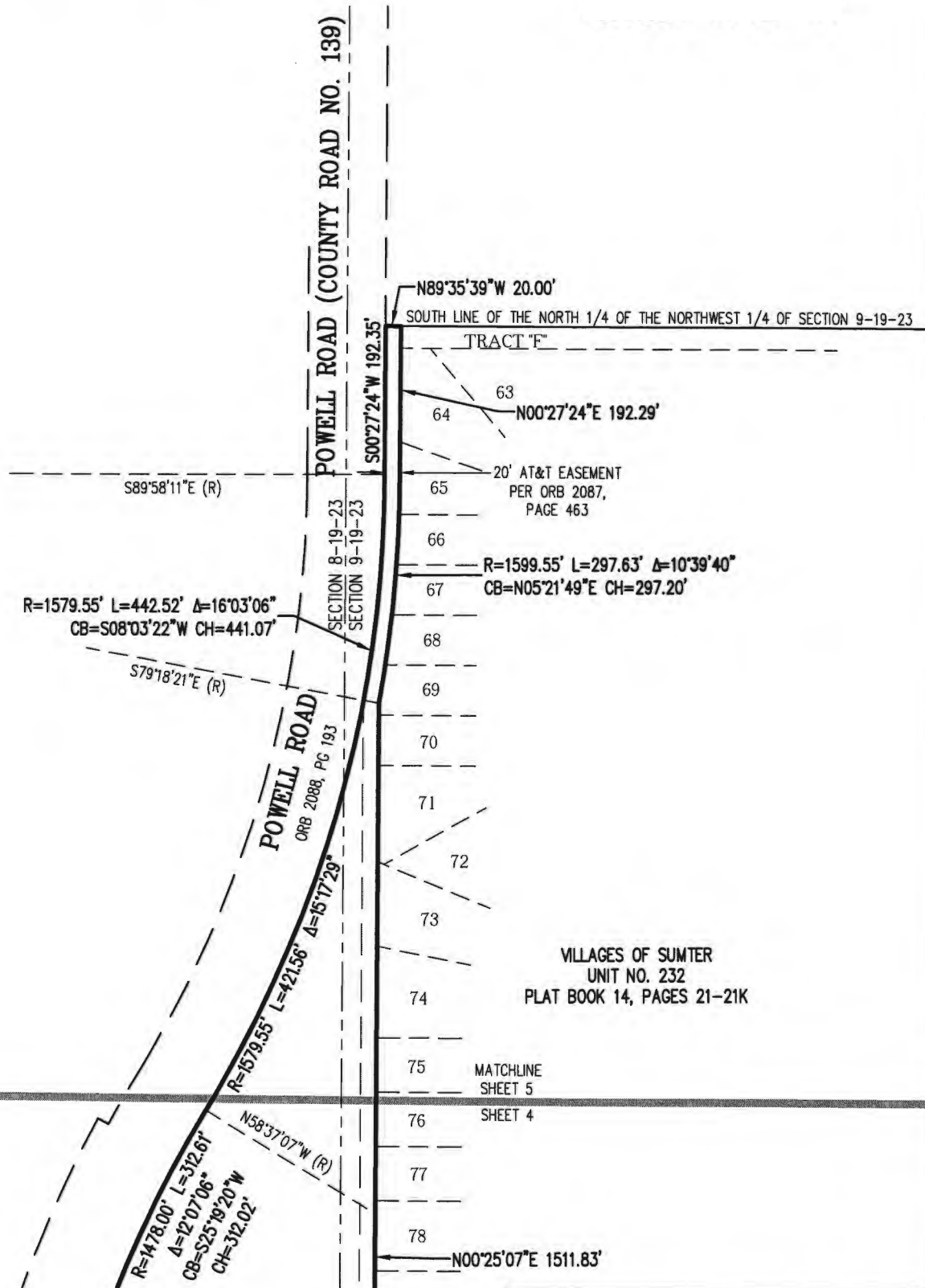
**FARNER
BAILEY
AND ASSOCIATES, INC.**

4450 NE 83RD ROAD - WILDLAND, FL 34785 - (352) 748-3128

▲ ENGINEERS
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SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " K " Page
5 of 6



**FARNER
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SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "K" Page
6 of 6

N.W. CORNER OF E 3/4
OF SE1/4 OF NE1/4

NORTH LINE OF E3/4 OF SE1/4 OF NE1/4

N.E. CORNER OF E 3/4
OF SE1/4 OF NE1/4

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 24, TOWNSHIP 19, SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO BEING A PORTION OF THE FORMER C.S.X. TRANSPORTATION SYSTEMS INC. RAILWAY (FORMERLY THE SEABOARD AIRLINE RAILROAD) AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP, LAKE CHARM BRANCH, DATED JUNE, 1918. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE RUN WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 228.84 FEET TO THE EAST LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3004, PAGE 683, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE RUN SOUTHERLY A DISTANCE OF 147.08 FEET TO THE NORTHERLY RIGHT-OF-WAY OF AFORESAID RAILROAD; SAID POINT ALSO BEING ON THE WEST LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2578, PAGE 149, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE RUN SOUTHERLY 103.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID RAILROAD; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE RUN NORTHWESTERLY TO A LINE ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; THENCE ALONG SAID EXTENSION LINE RUN NORTHERLY TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; THENCE CONTINUE NORTHERLY ALONG THE WEST LINE OF SAID EAST 3/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 TO THE NORTHWEST CORNER THEREOF; THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID EAST 3/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 TO THE POINT OF BEGINNING. LESS AND EXCEPT ROAD RIGHT-OF-WAY ACROSS THE EAST SIDE THEREOF.

WEST LINE OF E3/4 OF SE1/4 OF NE1/4

EAST LINE OF SE1/4 OF NE1/4

N.E. 90TH PLZ.

SUMTER COUNTY

LAKE COUNTY



S.W. CORNER OF E 3/4
OF SE1/4 OF NE1/4

LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 2492, PAGE 614

POINT OF BEGINNING
NORTHEAST CORNER OF THE
SOUTHEAST 1/4 OF 24-19-23

SOUTH LINE OF E3/4 OF SE1/4 OF NE1/4

24 19

STATE ROAD 44

LANDS DESCRIBED IN
O.R.B. 3004, PAGE 683
NORTHERLY LINE OF RAILROAD RIGHT-OF-WAY
LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 3004, PAGE 686
SOUTHERLY LINE OF RAILROAD RIGHT-OF-WAY

228.84'
147.08'
103.17'
EAST LINE OF THOSE
LANDS DESCRIBED IN
O.R.B. 3004, PAGE 683
WEST LINE OF THOSE
LANDS DESCRIBED IN
O.R.B. 2578, PAGE 149

EAST LINE OF
NE1/4 OF SE1/4

KAYE M. JAMESON, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5912

8/13/19 DATE

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



**FARNER
BARLEY**
AND ASSOCIATES, INC.

4450 NE 83RD ROAD -- WILDWOOD, FL. 34785 -- (352) 748-3126

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

EXHIBIT “N”

EXHIBIT N

1. Agreement effective May 10, 2017 between Seller and Village Center Community Development District, a copy of which is attached to this Exhibit N as Schedule 1 hereto.
2. Utility Services Agreement dated December 7, 2010 between Purchaser, Seller, and Sumter Water Conservation Authority, LLC, a copy of which is attached to this Exhibit N as Schedule 2 hereto.
3. Reciprocal Use Agreement dated March 9, 2015 between The Villages of Lake-Sumter, Inc., Seller, and Sumter Water Conservation Authority, LLC, a copy of which is attached to this Exhibit N as Schedule 3 hereto.
4. Water Tank Maintenance Contract dated October 23, 2014 between Utility Service Co., Inc. and Seller, a copy of which is attached to this Exhibit N as Schedule 4 hereto.
5. Agreement for Utility Operations and Maintenance dated October, 2014 between Operations Management, International, Inc. and Seller, and which was fully executed by the parties as of October 28, 2014, as amended by those certain Amendment No. 1 dated October 1, 2015, Amendment No. 2 dated September 14, 2016, Amendment No. 3 dated August 14, 2017, Amendment No. 4 dated August 9, 2018, and Amendment No. 5 dated July 23, 2019, and as supplemented by that certain letter agreement dated May 3, 2018 from Operations Management International, Inc. to Seller and that certain letter dated January 28, 2019 from CH2M OMI, copies of which are attached to this Exhibit N as Schedule 5 hereto.
6. RS Invoice, invoice number 436266 dated May 15, 2019, issued by Rapid Systems to Seller, a copy of which is attached to this Exhibit N as Schedule 6 hereto.
7. WIN-911 Software Invoice, invoice number 141XT319-20191001 dated July 13, 2019 issued by Win-911 to Seller, a copy of which is attached to this Exhibit N as Schedule 7 hereto.
8. Confirmation of purchase of support services from Aveva, CF Agreement number 133627, issued to Seller, a copy of which is attached to this Exhibit N as Schedule 8 hereto.
9. Bulk Potable Water Agreement dated May 8, 2014 between City of Fruitland Park, Florida and Seller, attached to this Agreement as Exhibit R hereto.

SCHEDULE 1 TO EXHIBIT N

See Attached.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered by and between **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 ("Utility") and **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, whose address is 984 Old Mill Run, The Villages, Florida 32162 ("District").

RECITALS

A. Utility is in the business of building and operating potable water and wastewater utility systems.

B. District has the ability to perform utility meter reading, billing services and customer service activities on behalf of utility providers.

C. At this time, Utility and District wish to set forth their agreement regarding the District implementing and administrating utility meter reading, billing services and customer service activities on behalf of Utility.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. District agrees to take the necessary and proper actions to implement and administer the utility meter reading, billing services and customer service activities on behalf of Utility.

2. The bills handled by District shall call for payments to be remitted to the District and District shall remit the collected payments to the Utility no less frequently than twice per month at the address as specified by Utility in writing from time to time.

3. Utility agrees to reimburse District its costs, and associated overhead, incurred while implementing and administering the utility meter reading, billing services and customer service activities on behalf of Utility during the term of this Agreement. Reimbursement shall be based on an annual cost allocation calculation performed by the District.

4. Utility shall provide District with the necessary information, including but not limited to rate schedules, for District to perform the utility meter reading and billing services.

5. District agrees to receive and process all customer service calls and coordinate with Utility as necessary.

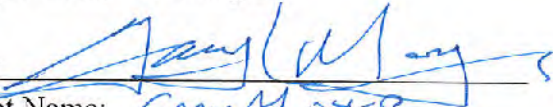
6. District and Utility agree that the initial term of this Agreement shall commence upon notice by the Utility and be for five (5) years. Thereafter, this Agreement shall automatically be extended for consecutive periods of one (1) year each.

7. This Agreement may be terminated by either party, with the terminating party providing at least thirty (30) days written notice of termination to the non-terminating party.

By signing below, the undersigned agree to act in accordance herewith.

CENTRAL SUMTER UTILITY COMPANY, LLC,
a Florida limited liability company

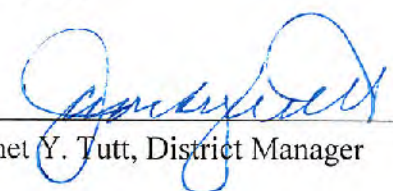
BY: The Villages Operating Company, a Florida
corporation, its Manager

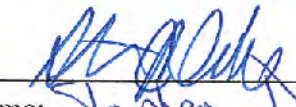
By: 
Print Name: GARY MOYER
Title: VICE PRESIDENT

Date: 3-9-17

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT, a local unit of
special purpose government created pursuant
to Chapter 190, Florida Statutes, as amended

ATTEST:


Janet Y. Tutt, District Manager

By: 
Print Name: Stephen Drake
Title: Chairman

Date: May 10, 2017

SCHEDULE 2 TO EXHIBIT N

See Attached.

UTILITY SERVICES AGREEMENT

This **UTILITY SERVICES AGREEMENT** ("Agreement") is made effective the 7th day of December, 2010 (the "Effective Date"), by and among **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT**, a dependent district of Sumter County authorized by Chapter 189 and Chapter 125, F.S. (herein, "NSCUDD"), **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (herein, "CSU"), and **SUMTER WATER CONSERVATION AUTHORITY, LLC**, a Florida limited liability company whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (herein, "SWCA").

RECITALS

- A. CSU is in the process of constructing a potable water treatment facility and a wastewater treatment facility (collectively, the "CSU Facilities").
- B. SWCA is in the process of constructing a non-potable irrigation and fire protection water system (the "SWCA System").
- C. Pursuant to a prior agreement between North Sumter Utility Company, L.L.C. ("NSU") and CSU, NSU and CSU have constructed and installed interconnects between each other's potable water and wastewater treatment facilities.
- ~~D. Further, pursuant to a prior agreement between The Villages Water Conservation Authority, L.L.C. ("VWCA") and SWCA, VWCA and SWCA have constructed and installed interconnects between each other's non-potable irrigation and fire protection water systems.~~
- E. NSCUDD has acquired from NSU and VWCA, and now owns and operates (a) a potable water distribution system, (b) a wastewater treatment facility, and (c) a non-potable irrigation and fire protection water system (irrigation and fire protection water systems are generally referred to herein as "non-potable" systems).
- F. NSCUDD, CSU, and SWCA wish to maintain interconnects between each party's respective water, wastewater, and non-potable water systems so that (a) during the time in which the CSU Facilities and SWCA System are being constructed, NSCUDD can provide to CSU interim bulk water and wastewater treatment service, and can provide to SWCA interim bulk non-potable water service, and (b) at any time during the term of this Agreement, NSCUDD, CSU, and SWCA can each supply appropriate bulk service to the requesting party should an emergency arise or should one party experience a demand it cannot otherwise meet.
- G. NSCUDD, CSU and SWCA agree that the maintenance of physical connections to make such interim bulk and reciprocal bulk service available will help provide for the satisfaction, safety, and well-being of their respective customers.

NOW THEREFORE, at this time, NSCUDD, CSU, and SWCA wish to enter into an agreement whereby (a) NSCUDD will provide interim bulk potable water supply and wastewater treatment to CSU while the CSU Facilities are being constructed, and interim non-potable water service to SWCA while the SWCA System is being constructed, and (b) during the term of this Agreement, NSCUDD, and CSU and SWCA will provide each other, upon request, bulk water, wastewater, and/or non-potable water service, through interconnects, as further set forth below.

1. INTERIM BULK POTABLE WATER, WASTEWATER TREATMENT, AND NON-POTABLE WATER SERVICE.

A. Interim Bulk Service.

i. Potable Water and Wastewater Treatment Service. Upon request, which need not be in writing, NSCUDD covenants with CSU to use its excess potable water supply and wastewater treatment capacity to provide CSU with interim bulk potable water supply and wastewater treatment services, at the rate and manner set forth herein, and to the extent that, in NSCUDD's good faith estimate, may be made available without significant disruption to NSCUDD's existing customers and without violating any existing permits, up to a quantity requested by CSU.

ii. Non-Potable Water Service. Upon request, which need not be in writing, NSCUDD covenants with SWCA to use its excess non-potable water supply to provide SWCA with interim bulk non-potable water supply, at the rate and manner set forth herein, and to the extent that, in NSCUDD's good faith estimate, may be made available without significant disruption to NSCUDD's existing customers and without violating any existing permits, up to a quantity requested by SWCA.

B. Interim Bulk Service Time Frame. Interim bulk potable water supply, wastewater treatment, and non-potable water supply shall be provided by NSCUDD until such a time as the CSU Facilities and SWCA System (as appropriate) are cleared for service by the appropriate regulatory agencies and placed into operation. Should a condition arise that would prevent NSCUDD from being able to continue providing such interim service, NSCUDD is not obligated, but shall endeavor to provide CSU and SWCA with proper notice at least 6 months in advance of reaching this condition.

C. Service Rates. For services provided pursuant to Section 1.A.i. above, CSU shall pay to NSCUDD the bulk potable water rate of \$0.93 per 1000 gallons and the bulk wastewater rate of \$3.86 per 1000 gallons. Such charges shall increase by 2.50% annually during each fiscal year of NSCUDD, beginning in October 2011. NSCUDD and CSU shall not charge each other any connection fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement. For services provided pursuant to Section 1.A.ii. above, SWCA shall pay to NSCUDD the bulk non-potable water rate of \$0.69 per 1000 gallons. Such charges shall increase by 2.50% annually during each fiscal year of NSCUDD, beginning in October 2011. NSCUDD and SWCA shall not charge each other any connection

fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement.

D. Invoicing. During the period in which NSCUDD is providing bulk potable water, wastewater, or non-potable water service to another pursuant to this Agreement, NSCUDD shall, no more than once a month, read the interconnect meters measuring the flow of potable water, wastewater, and non-potable water through the applicable interconnects. NSCUDD shall certify, in writing, of the total number of gallons of water supplied and the total number of gallons of wastewater treated during the applicable period. The receiving party shall pay NSCUDD within thirty (30) days of receipt of the invoice.

2. EMERGENCY AND RECIPROCAL USE FOR POTABLE WATER, WASTEWATER, AND NON-POTABLE WATER SERVICE.

A. Emergency Service.

i. Emergency Potable Water and Wastewater Service. NSCUDD and CSU each covenants with the other to use its best efforts to provide the other with potable water supply and wastewater treatment services, upon request which need not be in writing, at the rate and manner set forth herein, and to the extent reasonably possible, in the event the other party is unable to provide potable water services or wastewater treatment to its own customers due to some emergency situation. NSCUDD and CSU agree that, in case of emergency, the potential for the provision of potable water supply and wastewater treatment as described herein is germane to safeguarding the well-being and health of their respective customers, and so further agree that the spirit of the Agreement is better served by not attempting to specifically describe what constitutes an "emergency situation".

ii. Emergency Non-Potable Water Service. NSCUDD and SWCA each covenants with the other to use its best efforts to provide the other with non-potable water services, upon request which need not be in writing, at the rate and manner set forth herein, and to the extent reasonably possible, in the event the other party is unable to provide non-potable water services to its own customers due to some emergency situation. NSCUDD and SWCA agree that, in case of emergency, the potential for the provision of non-potable water as described herein is germane to safeguarding the safety and well-being of their respective customers, and so further agree that the spirit of the Agreement is better served by not attempting to specifically describe what constitutes an "emergency situation".

B. Reciprocal Use.

i. Reciprocal Potable Water and Wastewater Service. Upon request, which need not be in writing, NSCUDD and CSU agree that if either party experiences a demand from its customers for potable water supply or treatment of influent wastewater that it cannot otherwise meet, and the other party can reasonably supply the demanding party through its excess capacity while maintaining compliance with all applicable permits and without significant disruption to the supplying party's customers, then the demanding party can request and obtain from the supplying party such service, up to a quantity requested by the demanding party for an unspecified time period.

ii. Reciprocal Non-Potable Water Service. Upon request, which need not be in writing, NSCUDD and SWCA agree that if either party experiences a demand from its customers for non-potable water that it cannot otherwise meet, and the other party can reasonably supply the demanding party through its available excess capacity while maintaining compliance with all applicable permits and without significant disruption to the supplying party's existing customers, then the demanding party can request and obtain from the supplying party such service, up to a quantity requested by the demanding party for an unspecified time period.

C. Service Rates.

i. Service Rates for Potable Water and Wastewater. For services provided pursuant to Sections 2.A.(i) and 2.B.(i) above, CSU and NSCUDD agree that the receiving party shall pay to the providing party the bulk potable water rate of \$0.93 per 1000 gallons and the bulk wastewater rate of \$3.86 per 1000 gallons. Such charges shall increase by 2.50% annually during each fiscal year, beginning in October 2011. NSCUDD and CSU shall not charge each other any connection fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement.

ii. Service Rates for Non-Potable Water. For services provided pursuant to Sections 2.A.(ii) and 2.B.(ii) above, NSCUDD and SWCA agree that the receiving party shall pay to the providing party the bulk non-potable water rate of \$0.69 per 1000 gallons. Such charge shall increase by 2.50% annually during each fiscal year beginning in October 2011. NSCUDD and SWCA shall not charge each other any connection fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement.

D. Interconnects.

i. Potable Water and Wastewater Interconnects. NSCUDD and CSU shall maintain interconnects that connect each party's potable water systems and wastewater treatment systems with the other's. Because NSCUDD and CSU each recognize that such interconnects benefit both parties, NSCUDD and CSU each agree and covenant with the other to share equally in the costs of the maintenance and repair of said interconnects, including the maintenance and repair costs associated with the meters to measure potable water or influent wastewater flowing in either direction. The parties agree that the interconnects shall remain closed except during the times in which NSCUDD or CSU provides service to the other pursuant to this Agreement.

ii. Non-Potable Water Interconnects. NSCUDD and SWCA shall maintain interconnects that connect each party's non-potable water system with the others. Because NSCUDD and SWCA each recognize that such interconnects benefit both parties, NSCUDD and SWCA each agree and covenant with the other to share equally in the costs of the maintenance and repair of said interconnects, including the maintenance and repair costs associated with the meters to measure non-potable water flowing in either direction. The parties agree that interconnects shall remain closed except during the times in which NSCUDD or SWCA provides non-potable water to the other pursuant to this Agreement.

E. Invoicing.

i. Invoicing for Potable Water and Wastewater Service. In the event NSCUDD or CSU provides emergency or bulk potable water supply or influent wastewater treatment service to the other pursuant to this Agreement, the party providing the service shall, no more than once a month, read the interconnect meter(s) measuring the flow through the applicable interconnect, and shall certify to the other party, in writing, of the total number of gallons supplied or treated during the applicable period. The party receiving the invoice shall pay the providing party within thirty (30) days of receipt, at the rates set forth herein.

ii. Invoicing for Non-Potable Water Service. In the event NSCUDD or SWCA provides emergency or bulk non-potable water to the other pursuant to this Agreement, the supplying party shall, no more than once a month, read the non-potable water interconnect meters measuring the flow of non-potable water through the applicable interconnects, and shall certify to the receiving party, in writing, of the total number of gallons supplied during the applicable period. The party receiving the invoice shall pay the supplying party within thirty (30) days of receipt, at the rate set forth herein.

3. POTABLE WATER AND NON-POTABLE WATER QUALITY REQUIREMENTS.

A. Potable Water Quality Standards. NSCUDD agrees to provide CSU, and CSU agrees to provide NSCUDD, through the interconnects described herein, potable water of a quality which meets federal, state, and local quality standards applicable to such water as may be set forth from time to time. NSCUDD and CSU recognize that a variety of factors may affect the quality of water provided by their respective systems, some of which are beyond the parties' control. Therefore, neither party shall be liable to the other for any temporary failure to meet water quality standards, or temporary discontinuation of service, unless caused by intentional acts or negligence. Both parties agree to install and institute and undertake those quality assurance facilities they deem necessary in order to ensure that no contamination of their system shall occur. In the event of such contamination, each party shall immediately inform the other and the parties agree to work together to mitigate the impact on the interconnected system and the water provided to their respective customers.

B. Non-Potable Water Quality Standards. NSCUDD agrees to provide SWCA, and SWCA agrees to provide NSCUDD, through the interconnects described herein, non-potable water of a quality which meets federal, state, and local quality standards applicable to such water as may be set forth from time to time. NSCUDD and SWCA recognize that a variety of factors may affect the quality of non-potable water provided by their respective systems, some of which are beyond the parties' control. Therefore, neither party shall be liable to the other for any temporary failure to meet water quality standards, or temporary discontinuation of service, unless caused by intentional acts or negligence. Both parties agree to install and institute and undertake those quality assurance facilities they deem necessary in order to ensure that no contamination of their system shall occur. In the event of such contamination, each party shall immediately inform the other and the parties agree to work together to mitigate the impact on the interconnected system and the non-potable water provided to their respective customers.

4. WASTEWATER QUALITY AND TREATMENT REQUIREMENTS.

A. Wastewater Quality Standards.

i) NSCUDD and CSU shall undertake whatever procedures are necessary in the inspection, policing, and regulation of all wastewater introduced into the others wastewater treatment system, to ensure that the quality of raw wastewater transmitted shall not exceed the following criteria. Influent wastewater quality shall be determined by averaging all of the analytical results for samples collected during the period that wastewater is being supplied. The supplying party shall be responsible for collection and analysis of a minimum of one (1) sixteen hour composite influent sample for CBOD5 and TSS each two week period. The supplying party shall also be responsible for collection and analysis of a minimum of one (1) influent grab sample per month for hydrogen sulfide and fats, oils and grease during the period that wastewater is being supplied:

a)	CBOD5	500 mg/l
	TSS	500 mg/L
	Fats, Oils, Grease	50 mg/L
	Hydrogen Sulfide	3.00 mg/L

b) In addition, the wastewater being delivered for emergency or bulk treatment shall not contain the following pollutants:

- i. Pollutants which create a fire or explosion hazard.
- ii. Pollutants which will cause corrosive structural damage, but in no case discharges with pH lower than 5.5 or higher than 9.5.
- iii. Solid or viscous pollutants in amounts which will cause interference with the operation of the wastewater treatment facilities.
- iv. Any pollutant, including oxygen-demanding pollutants (CBOD5, etc.) released in a discharge of such volume or strength as to cause interference in the wastewater treatment facilities.
- v. Heat in amounts which will inhibit biological activity in the wastewater treatment facilities resulting in interference, but in no case heat in such quantities that the temperature at the treatment plant influent exceeds forty (40) degrees centigrade (one hundred four (104) degrees Fahrenheit).
- vi. Unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water.

- c) Concentrations of the constituents in excess of the limits defined below shall not be allowed to be delivered to the receiving wastewater treatment plant. Should these limits be exceeded, an immediate effort shall be made by the supplying system to eliminate the cause of the violation in a timely manner.

Wastewater Constituents Maximum Allowable Concentrations			
Antimony	1.00 mg/L	Tin	5.00 mg/L
Arsenic	0.25 mg/L	Zinc	1.00 mg/L
Barium	10.00 mg/L	Total Metals	10.00 mg/L
Beryllium	0.25 mg/L	Fats, Oils and Grease	1 0 0 . 0 0 mg/L
Boron	1.00 mg/L	Iodine	10.00 mg/L
Cadmium	0.70 mg/L	Benzene compounds	5.00 mg/L
Total Chromium	1.00 mg/L	Carbon tetrachloride	10.00 mg/L
Cobalt	0.30 mg/L	Chloroethylene compounds	10.00 mg/L
Copper	2.00 mg/L	Chloroethene compounds	5.00 mg/L
Cyanide	0.50 mg/L	Chloroethane compounds	10.00 mg/L
Lead	0.40 mg/L	Chloroform	10.00 mg/L
Lithium	0.03 mg/L	Pentachlorophenol	10.00 mg/L
Manganese	1.50 mg/L	Total Phenol	0.50 mg/L
Mercury	0.005 mg/L	Hydrogen Sulfide	6.00 mg/L
Nickel	0.70 mg/L	CBOD5	700 mg/L
Selenium	0.50 mg/L	TSS	700 mg/L
Silver	0.50 mg/L		

Notice of concentrations of constituents listed above, exceeding the above-stated limits, shall be provided in accordance with, and handled as specified by this Agreement.

- 2) In the event that either NSCUDD or CSU transmits wastewater to the receiving wastewater plant which exceeds the limits for CBOD5, TSS, Fats, Oils and Grease, or Hydrogen Sulfide, then the receiving system may assess and collect a surcharge from the supplying utility as follows for the volume of wastewater supplied:

CBOD5 or TSS (whichever is higher) in mg/L	Surcharge
501 to 600	\$0 .50 / 1000 gal
601 to 700	\$0 .75 / 1000 gal
>700	\$1.00 / 1000 gal
Fats, Oils and Grease (mg/L)	\$0.20 / 1000 gal
Hydrogen Sulfide (mg/L)	\$0.30 / 1000 gal

- a) If NSCUDD or CSU seeks to invoke the remedy specified herein for violation of the wastewater strength quality standards set forth above, NSCUDD or CSU shall provide written notice to the utility supplying the emergency or bulk wastewater flow within five (5) work days of the test or event which showed the wastewater quality violation. If written notice is not given within this time, then such violation is deemed waived.
- b) Upon receiving the notice authorized above, the utility supplying the emergency or bulk wastewater flow shall have seven (7) work days within which to respond to said notice. If no response to the notice is received within seven (7) work days, the parties shall conclusively presume that the violation of wastewater quality standards alleged in the notice is accurate and correct and the supplying utility must undertake immediate steps to correct the wastewater quality so that such wastewater shall conform to the standards set forth above.

B. Wastewater Treatment Standards. The receiving wastewater treatment system shall continuously accomplish all health hazard and pollutant removal standards as then required by applicable regulatory requirements. In the event that either NSCUDD or CSU shall ascertain that the other's wastewater treatment plant is not being operated in accordance with the provisions of this Section, the utility supplying the wastewater for emergency or bulk treatment may notify the receiving wastewater system of such deficiency, in writing. Upon receiving the notice, the receiving wastewater system shall respond within seven (7) days stating such defenses to the allegations of the notice or such course of action to correct the deficiencies as the receiving wastewater treatment system believes appropriate. If the response of the receiving wastewater system sets forth one or more defenses, then the matter will be resolved in accordance with the dispute resolution procedures set forth below.

i. Resolution of Disputes Involving Raw Wastewater Quality or Wastewater Treatment Standards.

a) If a party disputes a notice of deficiency or violation, as provided for herein, each party shall designate a person who shall confer together with the designee from the other party within seven (7) work days and seek to resolve the dispute in favor of either party, completely or partially.

b) If the persons designated to seek resolution of a dispute shall not agree upon a resolution within fourteen (14) days, then the parties will, within five (5) days, agree upon and designate a third person who has no affiliation or financial interest of any kind in either party. This third person shall receive reasonable compensation for dispute resolution, which shall be paid by the party who does not prevail in the resolution of the dispute, and shall be paid pro rata if the resolution of the dispute is a compromise between the different positions of the parties. If the parties fail to agree upon a third person to be designated for dispute resolution within five (5) days, then the Senior Circuit Court Judge in Sumter County, Florida, shall appoint a disinterested third party to operate pursuant to this Section.

- 1) If the appropriate person(s) set forth above decide(s) upon a resolution of the dispute, then that decision and resolution shall be binding upon the parties, who shall then act in accordance with the decision.
- 2) If the dispute involves wastewater quality, then the third party shall establish the date and volume of wastewater for which applicable surcharges shall be assessed.

5. GENERAL PROVISIONS.

A. Term. The term of this Agreement shall be ten (10) years from the Effective Date (the "Initial Term") with automatic one (1) year renewals. After expiration of the Initial Term, any party to this agreement may terminate for convenience after giving the other parties 180 days notice.

B. Permits. NSCUDD, CSU, and SWCA agree to cooperate in obtaining such permits and licenses as are necessary to operate pursuant to this Agreement.

C. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of NSCUDD, CSU, SWCA and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

D. Notice. Until further written notice by any party to the other, all notices provided for herein shall be in writing and sent certified mail to the following addresses:

**NORTH SUMTER COUNTY
UTILITY DEPENDENT
DISTRICT**

Attn: Janet Y. Tutt
District Manager
1894 Laurel Manor Drive
The Villages, FL 32162

With a copy to:

Archie O. Lowry, Esq.
Potter, Clement, Lowry &
Duncan, P.A.
308 East 5th Avenue
Mount Dora, FL 32757

**SUMTER WATER
CONSERVATION
AUTHORITY, LLC**

Attn: John F. Wise
Treasurer
1020 Lake Sumter Landing
The Villages, FL 32162

With a copy to:

Steven M. Roy, Esq.
McLin Burnsed
PO Box 1299
The Villages, FL 32158

**CENTRAL SUMTER UTILITY
COMPANY, LLC**

Attn: John F. Wise
Treasurer
1020 Lake Sumter Landing
The Villages, FL 32162

With a copy to:

Steven M. Roy, Esq.
McLin Burnsed
PO Box 1299
The Villages, FL 32158

Notice shall be considered effective upon receipt, or if refused, as of the date offered for receipt.

E. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida, and it shall be effective immediately upon the execution hereto.

F. Force Majeure. In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to, Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first set forth above.

Attest:

By: [Signature]

Name: Janet V. Tott

Date: 12-6-10
District Manager

NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT

By: [Signature]

Gary Davis, Chairman

WITNESSES:

[Signature]

Print Name: Doris A. Pardo

[Signature]

Print Name: Steven M. Roy

CENTRAL SUMTER UTILITY COMPANY, LLC,
a Florida limited liability company

BY: THE VILLAGES OPERATING COMPANY,
its Manager

By: [Signature]

H. Gary Morse, Chief Executive Officer

WITNESSES:

[Signature]

Print Name: Doris A. Pardo

[Signature]

Print Name: Steven M. Roy

SUMTER WATER CONSERVATION AUTHORITY, LLC, a Florida limited liability company

BY: THE VILLAGES OPERATING COMPANY,
its Manager

By: [Signature]

John F. Wise, Vice President

SCHEDULE 3 TO EXHIBIT N

See Attached.

RECIPROCAL USE AGREEMENT

THIS RECIPROCAL USE AGREEMENT ("Agreement") is hereby entered into this 9th day of March, 2015 (the "Effective Date"), between **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, together with its licensees, successors and assigns, whose principal mailing address is 1020 Lake Sumter Landing, The Villages, Florida 32162 ("The Villages"); **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company, together with its licensees, successors and assigns, whose principal mailing address is 1020 Lake Sumter Landing, The Villages, Florida 32162 ("CSU"); and **SUMTER WATER CONSERVATION AUTHORITY, LLC**, a Florida limited liability company, together with its licensees, successors and assigns, whose principal mailing address is 1020 Lake Sumter Landing, The Villages, Florida 32162 ("SWCA"). CSU and SWCA are collectively referred to herein as "The Utility".

RECITALS

A. CSU owns a portion of Tract B, Village of Sumter Buena Vista Corridor, according to the plat thereof, as recorded in Plat Book 12, Page 1, Public Records of Sumter County, Florida, upon which lies a water tower (the "CSU Water Tower").

B. CSU owns and operates a potable water and wastewater utility system, and SWCA owns and operates an irrigation and fire protection utility system. CSU and SWCA's utility systems are collectively referred to herein as the "Utility System".

C. CSU owns certain antennae and radio equipment located upon the CSU Water Tower and use them in connection with the operation of its Utility System. A list of all such antennae and equipment existing on the CSU Water Tower on the Effective Date are described in the attached *Exhibit "A"* (the "Equipment").

D. The Villages owns a combination of multiple wired paths (consisting of copper and fiber optic) capable of transporting various forms of communications to locations throughout the community generally known as "The Villages" (such combination of paths is referred to herein as the "Network").

E. The Utility uses its Equipment to collect wireless data transmissions from radio equipment located on facilities (referred to herein as "Subscriber Modules") that include (but are not limited to) irrigation pump stations, water plants, lift stations, and bleed down valves, and The Utility then transmits that data, from the Equipment, through the Network, to various end users. A diagram generally depicting The Utility's transmission of wireless data in connection with the operation of its Utility System is attached hereto as *Exhibit "B"*.

F. The Villages and The Utility wish to enter into an agreement whereby (i) The Villages would agree to continue to transport The Utility's data collected from CSU and SWCA Subscriber Modules to those locations on the Network as determined by The Utility, and in return (ii) The Utility would allow The Villages to utilize all excess Equipment capacity available from time to time, provided such utilization does not interfere with The Utility's use of the Equipment for the purpose of operating the Utility System.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, receipt of which is acknowledged, The Villages and The Utility hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by reference.

2. **Use, Maintenance, and Operation of Network.**

A. **Use.** The Utility shall be permitted to connect to and use the Network for the sole purpose of sending communications related to the operation of its Utility System. The Utility shall not use the Network for any other purpose not associated with the use and operation of the Utility System. The Utility shall ensure that its Network usage will not interfere with The Villages' operation of the Network. When using the Network, The Utility shall abide by all industry-accepted standards of usage, as well as all applicable federal, state and local codes and regulations.

B. **Maintenance and Repair.** The Villages shall maintain, repair, and replace all portions of the Network up to the points of connection to The Utility's Equipment or other property, and keep the Network continuously operating in good condition.

C. **Operation.** Subject to The Utility's use under this Agreement, The Villages covenants and agrees to operate the Network in accordance with all applicable laws and rules.

3. **Use, Maintenance, and Operation of Equipment.**

A. **Use.** The Villages shall be permitted to connect to and use the Equipment for any purpose for which the Equipment is made, and provided such use does not interfere with The Utility's use of the Equipment for the full operation of the Utility System. The Villages shall ensure that its Equipment usage will not interfere with The Utility's normal operation of the Equipment. When using the Equipment, The Villages shall abide by all industry-accepted standards of Equipment usage, as well as all applicable federal, state and local codes and regulations.

B. **Maintenance and Repair.** The Utility shall maintain, repair, and replace all portions of the Equipment, and keep the Equipment continuously operating in good condition.

C. **Operation.** Subject to The Villages' use under this Agreement, The Utility covenants and agrees to operate the Equipment in accordance with all applicable laws and rules. Further, The Utility covenants not to use the Equipment for any purpose not strictly related to or necessary for the full, proper operation of the Utility System.

4. **Interruptions in Service.**

A. **Network.** If The Villages fails to maintain, repair, or replace any damaged or inoperable portion of the Network to the extent that The Utility's communications are unable to be channeled through the Network, then The Utility shall give The Villages immediate notice, and The Villages shall commence repair within twenty four (24) hours, and then have a reasonable time thereafter to cure, provided The Villages acts with all due diligence. Should The Villages fail to cure and make the Network fully operable for The Utility's purpose, then upon not less than 48 hours notice to The Villages, The Utility shall be permitted (but not obligated) to take actions to repair the Network, and charge The Villages the cost therefor, plus ten percent (10%) for overhead. In such event, The Villages shall pay such cost to The Utility within ten (10) days of written demand.

B. **Equipment.** If The Utility fails to maintain, repair, or replace any damaged or inoperable portion of the Equipment to the extent that The Villages' use of the Equipment is frustrated, then The Villages shall give The Utility immediate notice, and The Utility shall commence repair within twenty four (24) hours, and then have a reasonable time thereafter to cure, provided The Utility acts with all due diligence. Should The Utility fail to cure and make the Equipment fully operable for The Villages' purpose, then upon not less than 48 hours notice to The Utility, The Villages shall be permitted (but not obligated) to take actions to repair the Equipment, and charge The Utility the cost therefor, plus ten percent (10%) for overhead. In such event, The Utility shall pay such cost to The Villages within ten (10) days of written demand.

C. **Termination for Failure to Cure.** In the event either party fails to cure an interruption in the Network or Equipment operation (as the case may be) after allowing a reasonable time to cure, then in addition to the self-help rights set forth above, the non-defaulting party shall be entitled to terminate this Agreement upon not less than sixty (60) days prior written notice to the other party.

5. **Access.** Upon either party's request, the non-requesting party shall allow the requesting party reasonable access to its Equipment, or Network, as the case may be, to inspect and ensure that the uses being made are in compliance with this Agreement and compatible with and not disturbing the full operation of the Network or Equipment. Neither The Villages nor The Utility shall make alterations to the other's Network or Equipment without the prior consent of the owner thereof, which shall not be unreasonably withheld or delayed.

6. **Term and Termination.**

A. **Term.** The term of this Agreement ("Term"), unless earlier terminated, shall commence upon the Effective Date and shall continue for a period of five (5) years. Thereafter, this Agreement shall automatically renew for successive periods of five (5) years, unless earlier terminated.

B. **Rights of Termination.** Each party shall have the right to terminate this Agreement upon not less than six (6) months prior written notice to the other party, for any reason whatsoever.

7. **Mutual Indemnification.** The Villages and The Utility shall each indemnify and hold the other harmless for all damages and personal injury, including death, resulting from such party's use of the other's Equipment or Network, as the case may be. This paragraph shall survive termination of this Agreement.

8. **Limitation of Liability.** Notwithstanding Section 7 above, neither party shall be liable to the other for any interruptions in Network or Equipment operation unless and until the defaulting party shall have received notice from the non-defaulting party, and been given a reasonable opportunity to cure the interruption. Also notwithstanding anything contained herein, neither party shall be liable to the other for any special, indirect, or consequential damages of any kind.

9. **Notices.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

The Villages:

The Villages of Lake-Sumter, Inc.
Attn: Kelsea Morse Manly
1020 Lake Sumter Landing
The Villages, FL 32162

The Utility:

Central Sumter Utility Company, LLC
Attn: Trey Arnett
1038 Lake Sumter Landing
The Villages, FL 32162

With a Copy to:

Steven M. Roy, Esq.
McLin & Burnsed P.A.
1028 Lake Sumter Landing
The Villages, FL 32162

Sumter Water Conservation Authority, LLC
Attn: Trey Arnett
1038 Lake Sumter Landing
The Villages, FL 32162

10. **Force Majeure.** In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

11. **Miscellaneous.**

A. The terms, provisions, covenants, and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns except as otherwise herein expressly provided.

B. The captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

C. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

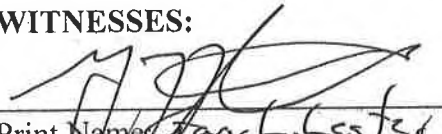
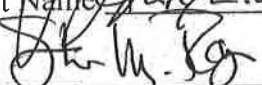
D. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties of this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

E. This Agreement and the rights and obligations of the parties arising hereunder shall be construed in accordance to the laws of the State of Florida.

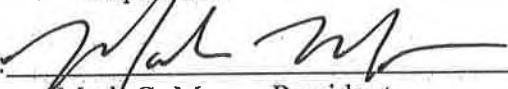
IN WITNESS WHEREOF, The Villages and the Utility has executed this Reciprocal Use Agreement the day and year first written above.

THE VILLAGES:

WITNESSES:


Print Name: Gary L. Lester

Print Name: Steven M. Roy

THE VILLAGES OF LAKE-SUMTER, INC.,
a Florida corporation

By: 
Mark G. Morse, President

WITNESSES:

Casey D. Lewis
Print Name: Casey D. Lewis

Meg Mosher
Print Name: Meg Mosher

THE UTILITY:

CENTRAL SUMTER UTILITY COMPANY, LLC,
a Florida limited liability company

BY: **THE VILLAGES OPERATING
COMPANY**, a Florida corporation,
its Manager

By: Gary L. Moyer
Gary L. Moyer, Vice President

WITNESSES:

Casey D. Lewis
Print Name: Casey D. Lewis

Meg Mosher
Print Name: Meg Mosher

**SUMTER WATER CONSERVATION
AUTHORITY, LLC**, a Florida limited liability
company

BY: **THE VILLAGES OPERATING
COMPANY**, a Florida corporation,
its Manager

By: Gary L. Moyer
Gary L. Moyer, Vice President

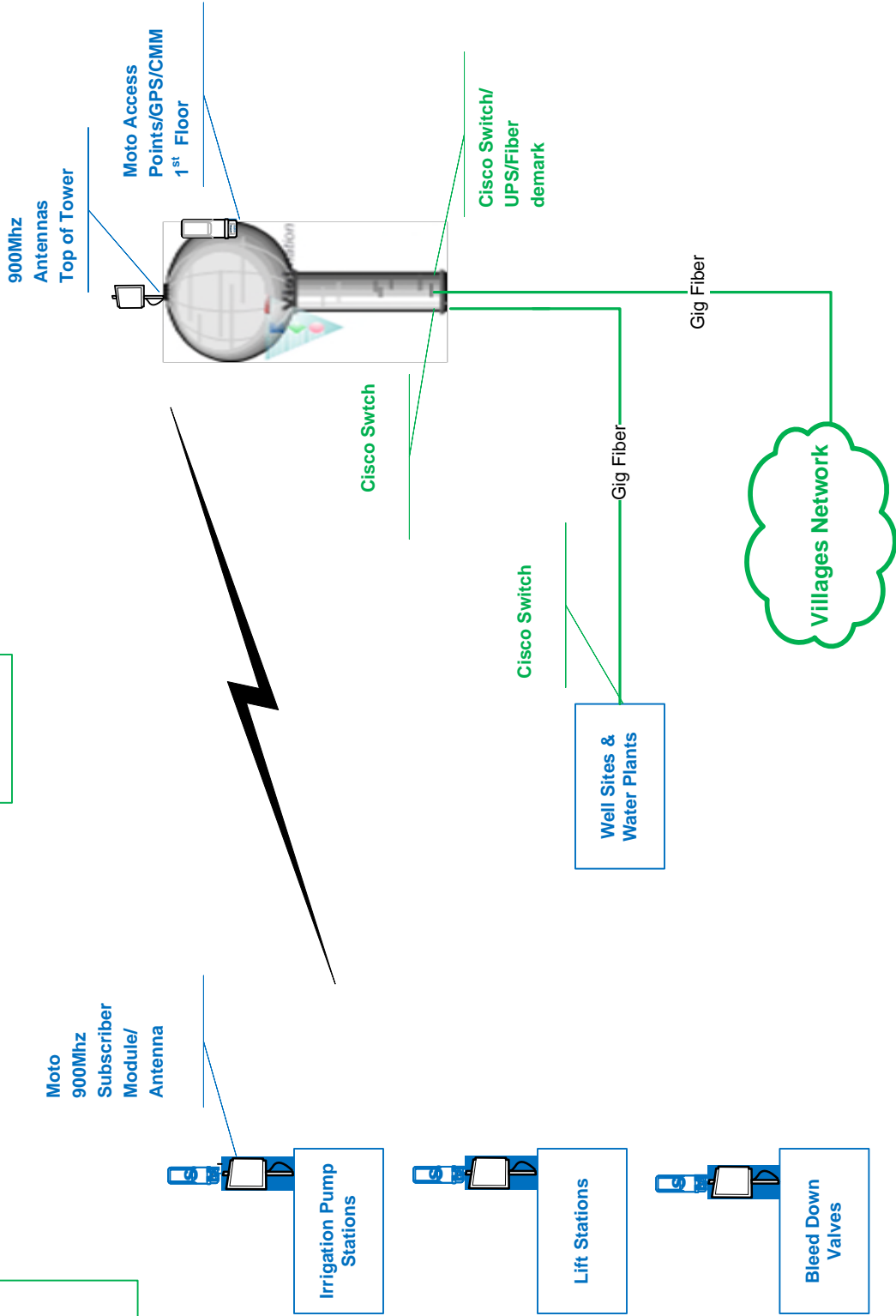
Exhibit "A"

CSU Water Tower 900 MHz Radio Equipment

Equipment Installed	Qty	Manufacturer	Model	AP ID (Color Code)
CSU Water Tower Alpha North AP	1	Cambium Networks	9000APC	27
CSU Water Tower SE AP	1	Cambium Networks	9000APC	28
CSU Water Tower SW AP	1	Cambium Networks	9000APC	29
CSU Water Tower CMM	1	Cambium Networks	CMMMicro	
120 deg Antennas	3		HG913P-120	
18" Lightning Dissipater	3			
Surge Suppressors	3	Cambium Networks		
GPS Sync	1	Cambium Networks		

Typical CSU Communications

Exhibit B



CSU Owned = Blue
The Villages Owned = Green

SCHEDULE 4 TO EXHIBIT N

See Attached.



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: Central Sumter Utility Company
The Villages, Florida

Tank Size/Name: 500,000 Pedisphere – CSU Water Tank

Location: 3579 Buena Vista Blvd, The Villages

Date Prepared: October 23, 2014



WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **Central Sumter Utility Company**, whose business address is **1020 Lake Sumter Landing, The Villages, Florida 32162** (hereinafter referred to as "the Owner") and **Utility Service Co., Inc.**, whose business address is **1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309** (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **500,000** gallon water storage tank located at **3579 Buena Vista Blvd., The Villages, Florida 32163** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank beginning in Contract Year 1 (October 1, 2014 to September 20, 2015). The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Biennially, beginning with the first washout/inspection in Contract Year 2, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank.

D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank and all logos with the same color paints and to select a coating system which best suits the site conditions, environment, and general location of the tank, subject to the Owner's prior written approval. Such approval shall not be unreasonably withheld. When painting is needed, all products and procedures will be equal to, or exceed the requirements of **State of Florida**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner in accordance with the following:

- General Liability. Company shall obtain, and maintain throughout the life of the Contract, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Company from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Contract. Owner shall be named as an Additional Insured.
- Automobile Liability Insurance covering all automobiles and trucks the Company may use. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. Owner shall be named as Additional Insured.
- By entering into this Contract, Company agrees to a Waiver of Subrogation for each policy required above.
- Workers' Compensation Insurance, as required by the State of Florida. Company and any subconsultants or subcontractors shall comply fully with the Florida Workers' Compensation Law. Company must provide certificate of insurance showing Workers' Compensation coverage.

I. Contact Information:

Utility Service Co., Inc.

Primary: Tim McDaniel

Phone: 386-437-5320/386-451-9452

Secondary: Customer Service

Phone: 855-526-4413

Central Sumter Utility Co.

Primary: Russ Vaughn/CH2M HILL

Phone: 352-259-2802/352-267-4002

Secondary: Trey Arnett/Arnett Env.

Phone: 352-753-4747

2. **Contract Price/Annual Fees.** The first three (3) annual fees shall be \$14,667.00 per Contract Year; however, in Contract Year 4 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on December 1, 2014, and each subsequent annual fee, plus all applicable taxes, shall be due and payable on December 1, of each Contract Year thereafter. The annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be reviewed and approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) repair of antennas or antenna components; (7) negligent acts of Owner's employees, agents or contractors; (8) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (9) repairs to the foundation of the tank; or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by an authorized voting official of the Owner.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Excepting the above, the Owner may, without the consent of the Company, but upon 90-day written notification to the Company, assign this Contract to a Community Development District created to pursuant to Chapter 190 F.S. or to a Utility Dependent District created pursuant to Chapter 189 F.S.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

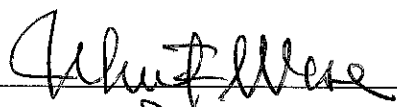
This Contract signed this 31st day of October, 2014.

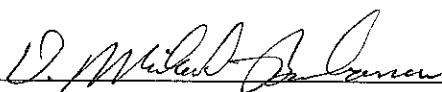
OWNER:

COMPANY:

Central Sumter Utilities

Utility Service Co., Inc.

By: 

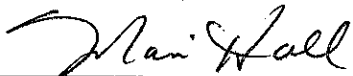
By: 


Title: V.P.

Title: Deputy, Chief Financial Officer

Print Name: John F. Wise

Print Name: D. Michael Buchanan

Witness: 

Witness: 

Seal:

Seal:

SCHEDULE 5 TO EXHIBIT N

See Attached.

AGREEMENT FOR UTILITY OPERATIONS AND MAINTENANCE

OWNER:
CENTRAL SUMTER UTILITY COMPANY, LLC
1020 LAKE SUMTER LANDING
THE VILLAGES, FLORIDA 32162

CONTRACTOR:
OPERATIONS MANAGEMENT INTERNATIONAL, INC.
9191 SOUTH JAMAICA STREET
ENGLEWOOD, COLORADO 80112

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**AGREEMENT FOR
UTILITY OPERATIONS AND MAINTENANCE**

This Agreement for Utility Operations and Maintenance ("Agreement") is made and entered into on this ____ day of October, 2014, by and between Central Sumter Utility Company, LLC (the "Utility") and Operations Management International, Inc. (the "Contractor").

WITNESSETH:

WHEREAS, the Utility intends by the execution of this Agreement to enter into a contract for the scope and terms of the utility operations and maintenance service to be provided by the Contractor at standards as specified herein and consistent with Prudent Utility Practice; and

WHEREAS, the scope of utility operation and maintenance services to be provided for the Utility System as incorporated in this Agreement is intended to meet the following operating objectives of the Utility:

(1) To provide water treatment, water distribution, wastewater collection, wastewater treatment, and reclaimed water distribution services to the Utility's customers without unnecessary interruption.

(2) To collect and treat wastewater in a manner that meets or exceeds the requirements of Applicable Law.

(3) To treat and distribute potable water that meets or exceeds the requirements of Applicable Law.

(5) To operate all treatment plants, pump stations, and Utility Facilities to their optimum capability and efficiency to the extent reasonably practical.

(6) To treat and distribute reclaimed wastewater that meets or exceeds the requirements of Applicable Law and is suitable for irrigation.

(7) To conserve the capital investment in the Utility Facilities and to ensure long-term reliability and efficiency of the Utility Facilities by performing adequate predictive, preventative, periodic, routine, and corrective maintenance, upgrading and replacement of the Utility Facilities consistent with prevailing industry standards.

(8) To read all meters in accordance with Utility routes and schedules, and perform the meter replacement program.

(9) To provide responsive customer service and work order processing on all issues relating to the provision of Utility Services within the control of the Contractor.

(10) To perform such other services as may reasonably be expected by Utility of the Contractor in keeping with the scope of this Agreement; and

WHEREAS, the Contractor represents that it currently has, and will have throughout the term of this Agreement, the experience, resources and professional skill to provide the Utility Services required to operate and maintain the Utility Facilities, and to timely and efficiently perform all the other activities contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the parties to this Agreement do agree for themselves, their successors and assigns as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS.

As used in this Agreement all capitalized words and terms herein shall have the following meanings unless the context requires otherwise:

"Act of God" shall mean hurricane, tornado, epidemic, landslide, lightning, earthquake, flood, fire, explosion, or similar occurrence, war, strikes, lockouts, blockade, acts of public enemies, insurrection, riot, general unrest, civil disturbance, sabotage, terrorism or similar occurrence.

"Additional Services" shall mean the provision of the following:

- (i) Capital Improvements;
- (ii) Planned Renewal, Replacement and Repair Projects; and
- (iii) Services not contemplated as a part of the Basic Operation and Maintenance Service and not reasonably considered by industry standards to be a service incidental to the provision of operation and maintenance service under this Agreement.

"Agreement" shall mean this Agreement for Utility Operations and Maintenance, including all appendices, any amendments and supplements hereto executed and delivered in accordance with its terms.

"Annual Preventive Maintenance Plan" shall mean the annual plan submitted by the Contractor and approved by the Utility documenting the schedule and activities to be performed in the preventive and operational maintenance of the Utility Facilities as required in Section 3.01.

"Applicable Law" shall mean any state or federal constitutional restrictions, any federal or state law, regulation or directive, any local government ordinance, law or directive, any federal or state judicial judgment or order, any federal, state or county administrative order, any federal, state or local permit, and any consent orders or other regulatory compliance agreements entered into with the FDEP, EPA, or other regulatory agencies which are in effect during the term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced, in any manner relating to the Utility Services, the ownership, maintenance and operation of the Utility System and the parties' respective obligations hereunder.

"Basic Operation and Maintenance Service" shall generally mean the provision and performance by the Contractor of the operation and maintenance services described in Article III

- Operation and Maintenance Service; Article IV - Meter Reading, Meter Field Service, and Meter Change-Out; and the provision of services consistent with Prudent Utility Practice. To define its scope, the term "Basic Operation and Maintenance Service" shall specifically include, by way of example and not limitation, the Basic Operation and Maintenance Service Performance Standards specified in Appendix A and the Meter Reading, Meter Field Service, and Meter Change-Out Program Performance Standards specified in Appendix B.

"Basic Operation and Maintenance Service Fee" shall mean the fixed annual compensation payable monthly to the Contractor by the Utility to compensate the Contractor for the provision of the Basic Operation and Maintenance Service as provided in the Agreement. The Basic Operation and Maintenance Service Fee includes the first ten thousand dollars (\$10,000) per Event of the Contractor's Cost for any Repair, Renewal, or Replacement except as otherwise specified in this Agreement.

"Basic Operation and Maintenance Service Performance Standards" shall mean those specific operations and maintenance performance standards provided in Appendix A to guide and define the operation and maintenance responsibility of the Contractor.

"Basic Operation and Maintenance Service Report" shall mean that report described in Appendix C required to be prepared by the Contractor for the Basic Operation and Maintenance Service.

"Basic Renewals, Replacements, and Repairs" shall mean the Renewal, Replacement, or Repair of a Utility Facility component where the cost does not exceed ten thousand dollars (\$10,000.00) for any Event.

"Business Day" shall mean any day other than a Saturday, Sunday, Utility Holiday or any other day on which banking institutions in the State of Florida are authorized or obligated by law to close.

"Capital Improvement" shall mean the planned acquisition or construction of improvements, additions or expansions to the Utility Facilities, the provision of improvements to increase capacity, modernize or otherwise upgrade Utility Facilities components, the acquisition of equipment or other personal property not constituting a Basic Renewal, Replacement, and Repair Project, a non-planned Major Renewal, Replacement or Repair Project, or a Planned Renewal, Replacement, or Repair Project. Capital Improvements are included in the Capital Improvement Plan, which is approved by the Utility. Capital Improvement projects shall be those projects estimated to cost ten thousand dollars (\$10,000) or more.

"Capital Improvement Plan" shall mean the projected Capital Improvements for the subsequent 5-year period adopted by the Utility after considering Contractor's list of

recommended Capital Improvements submitted in accordance with Section 3.01 (H) of this Agreement.

"Change in Law" shall mean (a) the enactment, adoption, promulgation, modification or repeal after the Commencement Date of any federal, state, or local law, ordinance, code, rule, regulation or other similar legislation (excluding changes in applicable income tax or other tax rules and regulations of any kind or the interpretation thereof) or the change in interpretation after the Commencement Date, of any federal, state, or local law, ordinance, code, rule, regulation, permit, license or approval by any regulatory entity having jurisdiction with respect to the operation or maintenance of the Utility Facilities, (b) the imposition, after the Commencement Date, of any material conditions resulting from the issuance, modification or renewal of any permit, license or approval necessary for the operation and maintenance of the Utility Facilities which, in either case, necessitates or makes advisable a capital project or increases the Contractor's costs by establishing requirements with respect to the operation or maintenance of the Utility Facilities which are more burdensome than the requirements in effect on the Commencement Date, (c) an increase or decrease of 300 basis points from the rate or rates in effect on the Commencement Date of applicable sales or payroll taxes effective throughout the State of Florida. Provided, however, that any issuance, modification, or renewal of any permit, license, or approval necessary for the operation and maintenance of the Utility Facilities which is due in whole or in part to the Contractor's negligence, wrongful actions or inactions, or failure to fulfill responsibilities under this Agreement shall not be considered a Change in Law to the degree that such issuance, modification or renewal is attributable to Contractor's negligence, wrongful actions or inactions, or failure to fulfill responsibilities.

"Commencement Date" shall mean the date the provision of Utility Services begin in accordance with the Agreement.

"Contractor's Affiliates" shall mean any form of business organization that directly or indirectly through one or more intermediaries' controls, is controlled by or under common control with the Contractor. For purposes of this definition, "control" of Contractor means the power, direct or indirect, to direct or cause the direction of management and policies, whether through ownership of voting securities, by contract, agency or otherwise. Any officer, director, joint venture, partner or direct or indirect subsidiary of any Contractor or Contractor's Affiliates shall be deemed to be a Contractor's Affiliate.

"Contractor's Cost" shall mean the sum of the Contractor's Material, Supply and Plant Equipment Cost and the Contractor's Outsource and Additional Labor Cost.

"Contractor's Material, Supply and Plant Equipment Cost" shall mean the Contractor's reasonable and prudent direct cost of materials, parts, supplies and Plant Equipment, including applicable taxes.

"Contractor's Outsource and Additional Labor Cost" shall mean: (1) the Contractor's reasonable and prudent (consistent with relevant market prices, if any) direct cost of subcontracted and hired work, parts, materials, supplies, construction equipment, and fixture and equipment rental, including applicable taxes; (2) reasonable and prudent direct cost to Contractor (consistent with relevant market prices, if any) charged by a Contractor's Affiliate (which cost shall include such Affiliate's customary mark-up for overhead and profit), including applicable tax; and (3) Contractor's reasonable and prudent additional labor costs beyond the labor requirements specified in the Staffing Plan.

"Contractor Representative" shall mean the person or persons designated by the Contractor to represent the Contractor in the performance of the Contractor's duties and responsibilities under this Agreement.

"County" shall mean the county or counties where a Utility System is located.

"Utility" shall mean Central Sumter Utility Company, LLC.

"Utility Representative" shall mean the person or persons designated by the Utility to assist in monitoring and ensuring the performance by the Contractor of its duties and responsibilities under this Agreement. Utility Representative shall also coordinate with Contractor on operational issues and prepare regulatory communications, not including standard monthly reporting.

"Utility System" shall mean the water treatment and distribution systems, wastewater collection and treatment systems, and reclaimed water distribution systems that are owned by the Utility at any time during the term of this Agreement for which the Utility and the Contractor have entered or will enter into an Agreement.

"Emergency Condition" shall mean a condition which could result in an interruption of an essential service to the customer or an interruption of an essential service to the customer, which threatens the public health and safety or the safety of the environment, or is likely to result in material loss or damage to personal, private, or public property.

"EPA" shall mean the United States Environmental Protection Agency.

"Event" shall mean an act or occurrence or series of related acts or occurrences at the same address or location during a period of up to three (3) consecutive days or longer, if the duration is prolonged because of extenuating circumstances, and the ongoing activities are related to the Event. The parties acknowledge and agree that all damages wherever located and

proximately caused by a single Event shall be accumulated for purposes of the \$10,000 Contractor's liability for Repairs, Renewals, and Replacements.

"FDEP" shall mean the Florida Department of Environmental Protection.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next September 30th.

"Major Renewal, Replacement or Repair Project" shall mean an unplanned Renewal, Replacement or Repair of a Utility Facility component where the cost exceeds ten thousand dollars (\$10,000.00) per Event.

"Meter Change-Out Program" shall mean the annual program of meter replacements approved in the Utility Capital Improvement Plan.

"Meter Setting" shall mean the installation of a new meter and appurtenances on an existing water service line.

"Normal Business Hours" shall mean those hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of holidays.

"Non-Fixed Assets" shall mean the on-site inventory of consumables, bench top lab equipment, hand tools and small power tools, chemicals, fuel, fittings, and miscellaneous materials.

"One-Call Notification System" shall mean the statewide toll-free telephone notification system established by Sunshine State One-Call of Florida, Inc., a not-for-profit corporation created pursuant to Chapter 556, Florida Statutes, for the purpose of notifying underground facility operators of potential excavation activities within the proximity of their facilities so that such facilities may be located and their location marked accordingly.

"Permits" shall mean federal, state and local permits and registrations governing the operation and maintenance of the Utility Facilities.

"Planned Renewal, Replacement, or Repair Project" shall mean those projects which should be implemented pursuant to Prudent Utility Practice and have been submitted by the Contractor, approved by the Utility in accordance with the terms of this Agreement, and completed in the proposed fiscal year. Each project shall have an estimated cost of less than ten thousand dollars (\$10,000).

"Plant Equipment" shall mean machines and devices consisting of various components which by themselves provide a specific function which represents an end function or contributes to a broader function, including operating and processing equipment and special tools in use as of the Commencement Date or procured or provided pursuant to this Agreement for use at or

associated with the Utility Facilities (exclusive of equipment owned or leased by the Contractor and used by the Contractor to perform its obligations under this Agreement).

"Prudent Utility Practice" shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the water and wastewater utility industry which, in the exercise of reasonable judgment, is expected to accomplish the desired result at a reasonable cost consistent with sound business practices, reliability, safety and expedience during the relevant time period.

"Renewal" shall mean rehabilitation, overhaul, restoration or improved function of Utility Facilities or a component thereof to the extent that it is at or near new condition and its useful life is extended.

"Repair" shall mean correction of a defect in Utility Facilities or a component thereof without complete overhaul, renewal or replacement.

"Replacement" shall mean the replacement of Utility Facilities or a component thereof with a component having similar characteristics and equal or better quality.

"Staffing Plan" shall mean the plan submitted by the Contractor to the Utility and approved by the Utility which details the minimum staffing for Contractor's provision of the operation and maintenance services within the Central Sumter Utility service area.

"State" shall mean the State of Florida.

"Uncontrollable Circumstance(s)" shall mean any act, event or condition that materially and adversely affects the ability of the Contractor or the Utility from meeting or performing its obligations under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not meeting or performing such obligations. Such acts, events or conditions may include, but shall not be limited to, the following:

(A) an Act of God;

(B) the order, injunction or judgment of any federal, state or local court, administrative agency or governmental body or officer with jurisdiction over the Utility where such court, agency or body is acting in its governmental capacity, including any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity, except decisions interpreting federal, state and local tax laws; provided, however, that any such order, injunction or judgment shall not arise in connection with or be related to the negligent or wrongful action or inaction of the party relying thereon and that neither the contesting in good faith of any such order, injunction, or judgment nor the reasonable failure to so contest shall constitute or be construed as a wrongful or negligent action or inaction of such party;

(C) the suspension, termination, interruption, denial, failure to issue or failure of renewal of any permit, license, consent, authorization or approval necessary for the operation and maintenance of the Utility Facilities, if such act or event shall not arise in connection with or be related to the negligent or willful action or inaction of the party relying thereon, and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as a negligent or willful action or inaction of such party;

(D) the loss or inability to obtain for reasons other than price or the negligent, willful or wrongful action or inaction of the Contractor, utility services, including sewage, sludge disposal and standby electric power, necessary for the operation and maintenance of the Utility Facilities directly resulting in a partial or total curtailment of operations at the Utility Facilities;

(E) with respect to Contractor only, the receipt of water or wastewater influent that cannot be adequately treated given the design or physical limitations of the Utility Facilities; and

(F) with respect to Contractor only, the failure of the Utility to fund or approve Planned Repairs, Renewals and Replacements identified in the current list prepared by the Contractor pursuant to Section 3.01 (I) hereof or Capital Improvements identified in the current list prepared by the Contractor pursuant to Section 3.01 (H) which are necessary for compliance with Contractor's requirements under this Agreement.

An Uncontrollable Circumstance shall not include:

(1) any act, event or condition which is caused by the negligence or wrongful action of the party asserting the Uncontrollable Circumstance, its subcontractors, agents or employees;

(2) economic infeasibility relating to the Utility's ability to pay the fees which it is obligated to pay pursuant to this Agreement; or

(3) economic infeasibility relating to the Contractor's ability to achieve profits as a result of the amount of such fees paid by the Utility for Utility Services to be provided by Contractor hereunder.

"Utility Facility(ies)" shall mean all of the property and rights, both tangible and intangible, that the Utility owns or uses or subsequently acquires or uses in conjunction with the provision of Utility Services for any utility for which the Utility and the Contractor have executed an Agreement including, to the extent they are applicable to the provision of Utility Services hereunder, by way of example and not limitation, the following:

(A) All real property and interests, whether recorded in the public records or not.

(B) All water and wastewater facilities, including reuse and reclaimed water facilities, treatment plants, wells, collection, transmission, distribution, pumping and disposal facilities of

every kind and description, including by way of example and not limitation, all trade fixtures, lift stations, pumps, generators, controls, tanks, distribution, collection or transmission pipes or facilities, valves, meters, fire hydrants, service connections, and all other physical facilities and property installations used in the operation of the Utility System.

(C) All equipment, tools, parts, laboratory equipment, and other property owned or used by the Utility in connection with the operation of the Utility System.

(D) All easements in favor of the Utility or its predecessors in interest.

(E) All customer records and supplier lists, as-built surveys and water and wastewater plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, computer models and studies, accounting, budget and business records and all other information controlled by or in the possession of the Utility that relates to the description and operation of the Utility System.

(F) All necessary regulatory approvals subject to all conditions, limitations or restrictions contained therein; all permits and other governmental authorizations and approvals of any kind necessary to construct, operate, expand, use and maintain the Utility System.

"Utility Services" shall mean the Basic Operation and Maintenance Service.

SECTION 1.02. **REPRESENTATIONS AND WARRANTIES.**

(A) As an inducement to the Contractor to execute this Agreement and perform its obligations hereunder, the Utility makes the following representations and warranties:

(1) The Utility is duly organized, validly existing and in good standing as a legal entity created pursuant to Florida Statutes. As such, the Utility has the requisite power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The execution and delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Utility. This Agreement constitutes a valid and legally binding obligation of the Utility, enforceable in accordance with its terms and conditions.

(3) the execution and delivery of this Agreement by the Utility nor the consummation by the Utility of the transactions contemplated herein will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or provisions of any agreement or instrument to which the Utility is now a party, or constitute a default thereunder.

(4) There is no action, suit, investigation or proceeding pending or, to the Utility's knowledge, threatened against or affecting the Utility at law or in equity in any state or

federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the Utility is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

(B) As an inducement to the Utility to execute this Agreement and perform its obligations hereunder, the Contractor makes the following representations and warranties:

(1) The Contractor is a business entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is authorized to do business in the State of Florida with all requisite corporate power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The execution and delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Contractor. This Agreement constitutes a valid and legally binding obligation of the Contractor, enforceable in accordance with its terms and conditions.

(3) Neither the execution and delivery of this Agreement by the Contractor nor the consummation by the Contractor of the transactions contemplated herein will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or provisions of any agreement or instrument to which the Contractor is now a party, or constitute a default thereunder.

(4) There is no action, suit, investigation or proceeding pending or, to the Contractor's knowledge, threatened against or affecting the Contractor at law or in equity in any state or federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the Contractor is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

SECTION 1.03. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms and corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement shall be construed as resulting from ongoing negotiation between the parties and no part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 1.04. INCORPORATION.

The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

SECTION 1.05. SECTION HEADINGS.

Any headings preceding the texts of the several Articles, Sections, Appendices, or Exhibits in this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE II

GENERAL

SECTION 2.01. CONTRACTOR'S RESPONSIBILITY.

Except as otherwise specified elsewhere herein, the Contractor shall provide required personnel, and associated wages, salaries and benefits, services, materials (including fuel), vehicles, utilities (excluding electric power, which shall be paid for by the Utility) and other consumables necessary to perform the Utility Services specified herein in a cost-effective manner. Furthermore, the Contractor shall provide required tools and equipment necessary for the full performance of its obligations herein.

SECTION 2.02. CONTRACTOR STAFFING.

(A) To fulfill its obligations under this Agreement, the Contractor shall provide, at a minimum, staff at all Utility Facilities and other staff as necessary to fulfill the Utility Services in such number as provided in the Staffing Plan (Appendix H) and so as to comply with this Agreement and Applicable Law and Permits. The Staffing Plan presented in Appendix H represents the total staff to be provided by the Contractor for provision of services to the Central Sumter Utility Company, LLC and Sumter Water Conservation Authority, LLC. Contractor shall provide documentation to the Utility demonstrating that the total project staffing levels in the Agreement are met or exceeded. Demonstration of staffing levels in compliance with the Staffing Plan shall be provided to the Utility annually on October 1st or at any additional time at the request of the Utility. The total full time equivalents (FTEs) for the scope of services for the total project services to the Utility was estimated at 8.35 personnel.

(B) The Contractor acknowledges and agrees that personnel providing services within the scope of work to the Utility shall be supported as and whenever necessary by the Contractor's entire network of equipment and employees operating water, wastewater, irrigation, and utility systems throughout the country.

(C) The Contractor shall provide a sufficient number of certified, qualified personnel, including operational, technical, and laboratory personnel who meet the relevant State of Florida requirements and certifications regarding water and wastewater operations and maintenance and are capable and demonstrate experience necessary to operate and maintain the Utility Facilities. The Contractor is responsible for maintaining all required staff certifications, training, and licensing.

(D) The Contractor shall provide staff for the Utility Facilities in such a manner that the Utility Facilities are properly staffed in accordance with all applicable Florida Department of

Environmental Protection (FDEP) permits. Contractor shall monitor the Utility Facilities twenty-four (24) hours per day, seven (7) days per week.

(E) Contractor shall have operations staff on-site as needed, up to twenty-four (24) hours per day seven (7) days per week, to ensure proper operation and protect against spills and overflows at any of the Utility Facilities during any period when the Utility Facility experiences a power outage, disruption in communication, or other condition that would require an on-site presence at the Utility Facility.

(F) Contractor shall provide representatives to coordinate with the Utility and the Utility Representative in the performance of the Contractor's duties and responsibilities under this Agreement. Should the Utility reasonably determine that Contractor and Utility are not communicating effectively or that Contractor's or Utility's obligations herein are not effectively managed, Utility shall have the right to require Contractor to provide different representatives.

(G) Contractor shall provide a single contact telephone number that is answered twenty-four (24) hours per day, seven (7) days per week by Contractor staff that have the experience and knowledge to respond to circumstances that may arise or that have the information necessary to direct calls to other Contractor personnel with the capacity to respond. Circumstances include, but are not limited to, main line breaks, service line breaks, water plant operational problems, water quality issues, wastewater collection system back-ups and overflows, and wastewater plant operational problems. The single contact telephone number may be answered directly by Contractor staff, or calls to the number may be forwarded to on-call Contractor staff.

(H) The Contractor shall not unlawfully discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, disability, ancestry, or disabled veteran status, nor commit any other unlawful or unfair employment practice and shall comply with federal, state or local law. The Contractor shall comply with the requirements of Applicable Law regarding affirmative action provisions for minority hiring.

(I) The Contractor shall create and maintain employee retention programs to minimize turnover among employees.

(J) The Contractor shall implement an appropriate drug and alcohol abuse testing policy as required or permitted by Applicable Laws, as amended from time to time. Reports of drug and alcohol testing programs, showing non-confidential information, shall be kept on file and made available to the Utility upon request.

(K) The Contractor shall conduct appropriate background checks including, but not limited to, criminal record checks, subject to Applicable Laws.

SECTION 2.03. TRAINING PROGRAM.

(A) The Contractor shall provide a training program for employees of the Contractor performing the Basic Operation and Maintenance Service to ensure they have a full understanding of water and wastewater treatment processes, water distribution processes, wastewater collection processes, reclaimed water distribution processes, safety, and customer service functions to which they are assigned. The Contractor's training program shall place special emphasis on safety procedures and protocols and on those processes that employees will utilize in daily operations.

(B) The Contractor shall ensure that all management and personnel education and training relative to the operation, maintenance, repair, and customer service is updated on a regular basis, and that such management and personnel shall be recertified or relicensed, as applicable, as required or as recommended pursuant to Applicable Law. It is the sole responsibility of the Contractor to ensure that all personnel are fully knowledgeable of their duties and responsibilities. All personnel who come in contact with the public in the performance of their duties must complete a sensitivity training/disability awareness course. The Contractor shall develop, implement, and maintain a formal training and retraining program for all personnel. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, and in-service training. The program must provide formal retraining methods, including criteria for determining the success of retraining efforts.

SECTION 2.04. SAFETY.

(A) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Utility Services to be provided under this Agreement. The Contractor, consistent with Prudent Utility Practices, shall take reasonable precautions, including security measures (designed to guard against normal workplace accidents), for the safety of and to prevent injury to all employees, whether at the Utility Facilities or in the field, and other persons or entities who may be affected by the work and service to be provided under this Agreement and comply with Applicable Law. The Contractor shall also take all reasonable precautions to provide the necessary protection to prevent damage or loss to Utility Facilities or property adjacent thereto.

(B) The Contractor shall comply with Applicable Law relating to the safety of persons or property or protection thereof from damage, injury or loss. The Contractor shall at all times erect and maintain reasonable safeguards or barriers for safety and protection.

(C) Without limiting the Contractor's obligations as otherwise provided in this Section 2.04, the Contractor shall ensure compliance with Occupational Safety and Health Administration regulations. All employees shall be trained and required to adhere to safety guidelines. The Contractor shall provide its employees safety training which enables its employees to learn the best way to safely perform their jobs. Safety training shall be provided when new employees join the Contractor; whenever new equipment or treatment processes are introduced; or when existing procedures have changed. The contractor's training programs shall meet and adhere to all applicable government regulations. At a minimum, the training program shall include: hazard communication - "Right To Know"; confined space entry procedures; respiratory protection; electrical safety; and injury and accident investigation processes.

SECTION 2.05. NON-FIXED ASSETS AND UTILITY EQUIPMENT.

(A) Prior to the Commencement Date, the Utility will transfer ownership of all Non-Fixed Assets from the Utility to Contractor. The Contractor shall have full use and control of the Non-Fixed Assets for the purpose of providing the Utility Services. The Contractor shall own and be responsible for the maintenance, repair, and security of all Non-Fixed Assets used by the Contractor in the provision of Utility Services hereunder. Contractor shall maintain an inventory of Non-Fixed Assets at a level necessary to provide prompt and efficient operation, maintenance and repair of the Utility Facilities. The Contractor, at their discretion, may adjust the inventory to allow for more efficient operation, maintenance and repair of the Utility Facilities.

(B) The Contractor shall have the use of all Utility-owned equipment listed in Appendix I for the provision of the Utility Services. The parties agree that Appendix I can be modified as necessary by mutual written agreement. The Utility shall maintain all required insurance, licenses, tags, and permits associated with the Utility-owned equipment. Contractor shall be responsible for fuel, maintenance, and repairs of the Utility-owned equipment. The responsibility for the cost of maintenance and repairs shall be governed by the provisions of Section 3.02(B). Utility reserves the right in its reasonable discretion to replace fully depreciated equipment or equipment that has become unserviceable. Upon mutual written agreement of the parties, the Utility may add or remove items from Appendix I as is reasonably necessary for operation of the Utility Facilities. Whenever Appendix I is modified, an updated copy will be provided to the parties.

SECTION 2.06. CONTRACTOR'S VEHICLES.

The Contractor shall provide all vehicles necessary to perform the Utility Services. The Contractor's vehicles shall be professionally and safely maintained in a mechanically sound manner. All vehicles must provide a clean and mechanically sound image. The Contractor shall provide uniform signage on each vehicle that is acceptable to the Utility and which reflects the

fact that the vehicles are used in the service of the Utility Facilities. The signage to be provided on each vehicle must be completed within ninety (90) days of the Commencement Date. The Contractor is responsible for verifying that any of its employees that operate a Contractor or Utility vehicle maintain a valid Florida driver's license.

SECTION 2.07. SUBCONTRACTING.

(A) The Contractor shall not subcontract services or work included in the Basic Operation and Maintenance Service to subcontractors that have not received prior written approval of the Utility or Utility Representative, which approval shall not be unreasonably withheld or delayed. The Contractor shall have the duty to evaluate all subcontractors and to inspect all work of subcontractors and make a determination as to the capability of any subcontractors to perform competently under the terms of this Agreement.

(B) The Contractor may subcontract any work or services which are not a part of the Basic Operation and Maintenance Service with the written consent of the Utility or Utility Representative, which consent shall not be unreasonably withheld or delayed.

(C) The Contractor shall submit a list of proposed subcontractors for Utility approval. The list shall be supplied to the Utility within ninety (90) days of the Commencement Date. The Utility reserves the right to remove any subcontractors from the approved list should circumstances or performance issues arise that in the opinion of the Utility are reasonable grounds for their removal. The Contractor and Utility will coordinate regarding any subcontractors to be removed from the approved list so that the Contractor will have sufficient time to propose and receive approval for a replacement subcontractor.

(D) At any time determined by the Contractor, additional subcontractors may be submitted to the Utility for their approval, which approval shall not be unreasonably withheld or delayed.

(E) In the event of an Emergency Condition, if the use of a subcontractor is required, the Contractor shall endeavor to use an approved subcontractor. However, should an approved subcontractor not be available or have the required capabilities, the Contractor is allowed to use a non-approved subcontractor and act in the best interest of the Utility to protect public health and safety, protect the environment, and/or prevent damage to the Utility Facilities or surrounding property.

SECTION 2.08. DAMAGE TO UTILITY FACILITIES.

(A) In the event of an Act of God or any action by a person or entity not a party to this Agreement which causes damage to the Utility Facilities, the Contractor shall notify the Utility by telephone, facsimile or other electronic means of such action within two (2) hours of when

Contractor knew or reasonably should have known about the occurrence in the exercise of all due diligence and submit such information as may be required by the Utility and is reasonably available to the Contractor. Such information shall include, at minimum, the name, address and telephone number of the party or entity responsible for the damage or a description of the Act of God, copies of documentation establishing cost of repair or replacement of the Utility Facilities; cost of customer notification, if any, required as a result of the damage to the Utility Facilities, cost of remediation to the environment, if any, and any other information as may reasonably be required by the Utility. Where such information is not within the Contractor's knowledge within two (2) hours of when Contractor knew or reasonably should have known of the occurrence, the Contractor must provide any missing or outstanding information to the Utility once it becomes known to the Contractor until all required information has been provided to the Utility. The Contractor must exercise all due diligence in collecting all required information and providing it to the Utility in a timely manner.

(1) The Contractor shall expeditiously repair damage done to the Utility Facilities that are the responsibility of the Contractor to operate, maintain, and repair; and take other corrective actions as necessary. The Contractor shall submit an itemized invoice to the Utility, and the Utility shall reimburse the Contractor for costs incurred by the Contractor.

(2) Repairs in response to Emergency or Non-Emergency Conditions shall follow the timeframes, notification, approval, and documentation procedures set forth in this Agreement.

(B) The Utility shall make reasonable efforts to recover costs identified in subsection (A) of this Section from the responsible party or entity and the Utility may make reasonable efforts to recover qualified costs identified in subsection (A) of this Section from any third party insurance providers or governmental assistance programs in the event such damages were caused by an Act of God.

(C) Notwithstanding the foregoing or any other provision of this Agreement, if the Utility Facilities or real or personal property contiguous to the Utility Facilities are damaged due to the negligence or wrongful conduct of the Contractor, the Contractor shall be responsible to promptly restore or repair the Utility Facilities and real or personal property contiguous to the Utility Facilities at the sole cost and expense of the Contractor.

SECTION 2.09. UTILITY'S RESPONSIBILITY.

(A) The Utility shall be responsible to pay for all electricity, Capital Improvements, and Planned Renewal, Replacement, or Repair Projects.

(B) The Utility shall also be responsible to pay for the cost above ten thousand dollars (\$10,000) of Major Renewal, Replacement, or Repair Projects provided that the Contractor has received proper authorization from the Utility. In the event of an Emergency Condition affecting the safety or protection of persons, the Utility Facilities, or property adjacent thereto, or to avoid imminent environmental contamination, the Contractor, without special instruction or authorization from the Utility or Utility Representative is obligated to act to prevent such threatened damage, injury or loss.

(C) The Utility shall pay all property or other taxes associated with the Utility Facilities.

ARTICLE III

OPERATION AND MAINTENANCE SERVICE

SECTION 3.01. BASIC OPERATION AND MAINTENANCE SERVICE.

(A) The Contractor shall provide all reporting, plans, policies, procedures, qualified supervision, labor, tools, vehicles, equipment, materials and personnel necessary to perform the Basic Operation and Maintenance Service as provided in this Agreement. It is understood and agreed by the parties that the Basic Operation and Maintenance Service shall be provided and performed at the same or higher standards as provided for the Utility Facilities prior to the Commencement Date and consistent with Prudent Utility Practice. Subject to the limitations set forth in this Agreement, the following general operation and maintenance services shall be required of and timely provided by the Contractor in the operation and maintenance of the Utility Facilities:

(1) The Contractor shall have full responsibility for the daily operation and maintenance of the Utility Facilities in a manner consistent with the Basic Operation and Maintenance Service Performance Standards contained in Appendix A. The Contractor shall provide uninterrupted, safe, timely, professional and reliable service in accordance with this Agreement and Prudent Utility Practice.

(2) The Contractor shall perform all Basic Renewals, Replacements, and Repairs in a timely manner without prior authorization from the Utility and consistent with Prudent Utility Practice.

(3) Major Renewals, Replacements, and Repairs shall not be performed without the approval of the Utility unless such activity is in response to an Emergency Condition. In the event of an Emergency Condition affecting the safety or protection of persons, the Utility Facilities, or property adjacent thereto, or to avoid imminent environmental contamination, the Contractor, without special instruction or authorization from the Utility or Utility Representative is

obligated to act to prevent or minimize such threatened damage, injury or loss. In the event of an Emergency Condition, Contractor shall act in the best interest of the Utility and coordinate with the Utility to the greatest extent possible while still providing immediate response to the Emergency Condition.

(4) Contractor shall provide a report of any Renewals, Replacements, and Repairs to the Utility on a monthly basis

(5) The Contractor shall secure and maintain all licenses and permits required in the Contractor's name for the performance of the Contractor's services described in this Agreement. The Utility shall be responsible for acquiring and renewing all permits required by Applicable Law for the operation and maintenance of the Utility Facilities.

(6) The Contractor shall cooperate in and facilitate the identification, scheduling and completion of all Capital Improvements. The Contractor shall cooperate with the Utility's engineers and other contractors in their scheduling design and construction of all Capital Improvements.

(7) The Contractor shall maintain responsive working relationships with: the Utility, Utility Representative, the County, and other local governments within the Utility System area, federal and state regulatory authorities, utility suppliers and vendors, and the public.

(8) The Contractor shall receive and process requests for water, wastewater, and reclaimed water pipeline locations from the One-Call Notification System and from builders or contractors seeking to connect to the Utility System. The Contractor shall provide on-site location assistance and marking. In newly developed areas, Contractor shall be responsible to receive and process pipeline locate requests once construction of an area is complete and record drawings are available.

(9) The Contractor shall provide Repairs, Renewals, Replacements, and maintenance consistent with Prudent Utility Practice, industry standards, equipment manufacturer's instructions, and reasonably prudent Utility operation and maintenance manuals so that upon termination of this Agreement, the Utility Facilities are returned to the Utility in the same or better condition than at the Commencement Date, normal wear and tear excepted, and contingent upon the Utility's approval and funding of Planned Renewal, Replacement or Repair Projects in a timely and diligent manner consistent with Prudent Utility Practice. Work performed by the Contractor or subcontractors shall be of the quality normally associated with work of the kind in which the Contractor is engaged. The Contractor shall employ predictive, preventive, periodic, routine, and corrective operations and maintenance programs, shall enforce existing

equipment warranties, and shall maintain all warranties on equipment placed into service after the Commencement Date.

(10) The Contractor shall perform all predictive, preventive, periodic, routine and corrective maintenance, Renewals, Replacements, and Repairs for which they are responsible in a timely manner. The Contractor shall also inform the Utility of any needed maintenance, Renewals, Replacements, or Repairs that have rendered the Utility Facilities inoperable as soon as possible, but in all cases within twenty-four (24) hours of being notified or otherwise learning of such condition and provide a maintenance, Renewal, Replacement, or Repair schedule to the Utility for Utility approval. If, in the opinion of the Utility, predictive, preventive, periodic, routine, and corrective maintenance, Renewals, Replacements, or Repairs have been unreasonably delayed, the Utility shall so inform the Contractor in writing. The Contractor shall complete the necessary action within three (3) Business Days. If the Contractor fails to complete the work, the Utility may take steps outlined in Section 5.06.

(11) The Contractor shall regularly water, mow, fertilize, prune, and otherwise maintain as necessary the turf, landscaping, and grounds of all fenced plant sites included as part of the Utility Facilities.

(12) The Contractor shall maintain the appearance and cleanliness of all buildings and plants included as Utility Facilities, to the extent they are applicable to the provision of Utility Services hereunder, in a neat and orderly condition and provide those custodial services normally associated with maintenance of a business office or plant, as applicable.

(13) The Contractor shall provide building and grounds maintenance at the Utility Facilities to the extent described in Appendix A.

(14) The Contractor shall maintain adequate security of all work sites, Utility Facilities and equipment to the extent they are applicable to the provision of Utility Services hereunder.

(15) The Contractor shall complete installation of new commercial meters in the frequency and manner consistent with Section A.07 of Appendix A and Section B.02 of Appendix B. Installation shall be in a meter-ready service installed by a site contractor.

(B) The Contractor shall be responsible for all sampling and laboratory testing required by Applicable Law. A qualified and appropriately licensed or certified laboratory shall perform testing services. The Contractor shall be responsible for collection and analysis of all samples required pursuant to applicable Federal, State, or local law, ordinance, rule or permits, inclusive of any confirmatory sampling and analyses that may be required. Any laboratory testing not required by Applicable Law will be paid by the Utility. Non-required laboratory testing shall be pre-

approved by the Utility and billed monthly. Monthly billing shall include full documentation of the testing performed, purpose of the testing, and the testing results.

(C) The Contractor shall operate and maintain all potable water related Utility Facilities in such a manner that the water quality is maintained at a level equal to, or better than, the water quality limitations established by Applicable Law, Permits and Prudent Utility Practice. In the event the water quality achieved is not in compliance with Applicable Law, Permits and Prudent Utility Practice, the Contractor shall immediately submit a report to the Utility outlining the proposed corrective action and a schedule to accomplish such corrective action. All such corrective action shall be taken on an expedited basis.

(D) The Contractor shall operate and maintain all wastewater and reclaimed water related Utility Facilities in such manner that the effluent quality achieved is maintained at a level that is equal to, or better than, the effluent quality required under Applicable Law, Permits and Prudent Utility Practice. At the sole cost of the Contractor, residual sludge shall be managed, transported, and disposed of in compliance with Applicable Law, Permits and Prudent Utility Practice. In the event effluent quality achieved is not in compliance with Applicable Law, Permits and Prudent Utility Practice, the Contractor shall immediately notify the Utility upon learning of such non-compliance and submit a report to the Utility outlining the proposed corrective action and schedule to accomplish such corrective action as soon as reasonably practicable. All such corrective action shall be taken on an expedited basis. Notwithstanding the services provided by the Contractor regarding the disposal of residual sludge from the Utility Facilities, nothing herein shall be construed to transfer title and ownership of such sludge to the Contractor.

(E) The Contractor shall operate the Utility Facilities, to the extent they are applicable to the provision of Utility Services hereunder, using methods and daily process scheduling which will minimize odor and noise levels and disturbances within the limits and capabilities of the Utility Facilities and its equipment.

(F) The Contractor shall perform improvements to the Utility Facilities, including, but not limited to, cleaning, repairing, replacing, and maintaining existing water and sewer pipes, sewer lift stations, and water distribution and sewer collection systems as provided in the Basic Operation and Maintenance Service Performance Standards.

(G) The Contractor shall prepare, submit to the Utility, and implement an Annual Preventive Maintenance Plan for the Utility Facilities. The minimum standards of the plan are provided in Appendix E.

(1) The Annual Preventive Maintenance Plan shall include a description and schedule of maintenance activities to be performed incorporating, but not limited to, the

maintenance activities and services listed in the Basic Operation and Maintenance Service Performance Standards. The performance standards for the predictive and preventive maintenance and cleaning of all Utility Facilities shall be consistent with the Basic Operation and Maintenance Service Performance Standards and consistent with legal requirements in effect at the time of the plan.

(2) Additional maintenance activities and increased frequency of maintenance activities shall be performed by the Contractor as necessary to operate and maintain the Utility Facilities in accordance with industry standards and Prudent Utility Practice.

(3) The Annual Preventive Maintenance Plan for the next Fiscal Year shall be submitted to the Utility for approval by June 1st of each year. The approved plan shall be completed in the applicable fiscal year.

(H) The Contractor shall prepare and submit to the Utility a recommended list of Capital Improvements which, in Contractor's professional judgment and pursuant to Prudent Utility Practice, should be included in the Utility Capital Improvement Plan for the ensuing Fiscal Year. Capital Improvement projects shall be those projects estimated to cost ten thousand dollars (\$10,000) or more. The Capital Improvement list prepared by the Contractor shall include an estimate of the cost to construct or acquire the recommended Capital Improvement. In addition to the projected or recommended Capital Improvements for the ensuing Fiscal Year, the Capital Improvement list prepared by the Contractor shall contain recommended Capital Improvements for an additional five (5) Fiscal Years for use by the Utility in financial planning for the provision of future Capital Improvements to the Utility Facilities. The Capital Improvement list shall be submitted to the Utility for approval by January 1 of each year. The Contractor will not be relieved of its responsibilities to perform under this Agreement if the recommended Capital Improvements are not implemented by the Utility unless the Utility's failure to implement such recommendations prevents the Contractor from complying with its obligations under this Agreement. Capital Improvement projects shall be completed during the proposed fiscal year unless extenuating circumstances prevent project completion.

(I) For all Fiscal Years of the Agreement after September 30, 2015, the Contractor shall prepare and submit to the Utility a list containing all Planned Renewal, Replacement or Repair Projects estimated to cost less than ten thousand dollars (\$10,000), which are recommended to be completed pursuant to Prudent Utility Practice in the applicable Fiscal Year. The Planned Renewal, Replacement or Repair Project list prepared by the Contractor shall include an estimate of the cost to construct or acquire the recommended Repairs, Renewals, or Replacements. The Planned Renewal, Replacement or Repair Project list for the applicable Fiscal

Year shall be submitted to the Utility for approval by January 1st, prior to the applicable Fiscal Year. Approved projects are to be completed in the applicable fiscal year, and any project that is not approved by the Utility or completed by the Contractor will need to be re-submitted for subsequent years to be considered. The Contractor will not be relieved of its responsibilities to perform under this Agreement if the recommended Planned Renewal, Replacement, or Repair projects are not approved by the Utility unless the Utility's failure to approve such projects prevents the Contractor from complying with its obligations under this Agreement. Approved Planned Renewal, Replacement, or Repair Projects shall be completed during the applicable fiscal year unless Utility-approved extenuating circumstances presented by the Contractor prevent project completion. Unless a time extension is approved by the Utility, uncompleted projects will no longer be the financial responsibility of the Utility.

(J) For Fiscal Year from October 1, 2014 through September 30, 2015 of the Agreement, the Contractor shall have ninety (90) days from the commencement date of the Agreement to prepare and submit to the Utility a list of Planned Renewal, Replacement, or Repair Projects, which are recommended to be implemented during Fiscal Year 2014-2015 from October 1, 2014 through September 30, 2015 of the Agreement. The information submitted, applicability, Contractor responsibility, and Utility responsibility shall follow Section 3.01(I).

(K) The Contractor shall employ a quality assurance system to ensure that the Basic Operation and Maintenance Services are consistent with this Agreement and Prudent Utility Practice. The Contractor shall summarize the results of this effort in an annual report submitted to the Utility at the commencement of each Fiscal Year and make all records available to the Utility upon request.

(L) The Contractor shall maintain safety records in connection with its operation of the Utility Facilities. The Contractor must record the relevant details regarding any accidents or injuries occurring on the property of the Utility. The Contractor shall prepare a monthly report for the Utility detailing its safety record from the time of the last report. The Contractor shall comply with the provisions of Section 6.07 of this Agreement in reporting potential claims.

(M) The Contractor shall provide, implement, and maintain the use of a computerized maintenance management system (CMMS) for the Utility Facilities. The CMMS software shall be maintained and updated, as necessary, for the duration of this Agreement. This system must be able to perform, but not be limited to, the following functions:

(1) Implementation and support for a predictive, preventive and corrective maintenance program that is consistent with Prudent Utility Practice and considered to be a state-of-the-art program as of the Commencement Date. Such predictive, preventive and corrective

maintenance program shall be installed and fully operational no later than ninety (90) days from the Commencement Date and is subject to subsequent review and replacement upon mutual agreement of the parties;

(2) Allow electronic remote access by Utility personnel and Utility Representatives to review the maintenance, renewal, replacement, and repair activities of the Contractor, enter and track work orders, and make other investigations as may be necessary;

(3) identification of potential maintenance problem areas;

(4) provide adequate information to support facility and operational planning;

(5) status reports for management and compliance monitoring; and

(6) provide for an effective, secure communication link to be established between the Utility's utility billing system and the CMMS system, provided that the CMMS system is compatible with the Utility's utility billing system.

(N) The Contractor shall operate and maintain the telemetry systems for the Utility Facilities, including troubleshooting, basic cleaning and repair, and testing of the functional operation of the system.

(O) The Contractor shall perform an annual condition assessment and provide a report to the Utility on all Utility Facilities including, but not limited to, pumps, motors, tanks, above ground piping and valves, electrical equipment, control panels, wet wells, buildings, mechanical equipment, instrumentation, SCADA equipment, chemical feed equipment, and other equipment associated with water plants and wastewater plants. Condition assessment methods shall be appropriate to the component being assessed and shall include, but not be limited to, vibration analysis, oil analysis, motor performance and efficiency analysis, alignment analysis, infrared imaging, and pipe thickness analysis, to the extent said condition assessments are applicable to the provision of Utility Services hereunder.

(P) Within ninety (90) days of the Commencement Date, the Contractor shall develop an Emergency Response Plan that shall designate emergency team members and identify the standard operating procedures to be followed. In the event of an evacuation, the Contractor shall report to the Utility's designated emergency management location or other site to be designated by the Utility.

(Q) The Contractor shall prepare and deliver to the Utility the consumer confidence reports on the quality of drinking water in a timely manner and in compliance with Applicable Law. In no case shall the FDEP-approved consumer confidence reports be delivered to the Utility later than May 1 of the applicable year, unless such delay is caused by FDEP or circumstances beyond the reasonable control of the Contractor. As soon as the Contractor becomes aware that the final

approved consumer confidence reports will not be available by May 1, the Contractor shall notify the Utility and Utility Representative.

(R) The Contractor shall not transfer, dispose of, or abandon any asset owned by the Utility related to or used in the operation of the Utility Facilities without the consent of the Utility.

(S) The Contractor shall assist the Utility in evaluating proposed, pending or final regulatory changes or other changes in Applicable Law from an operational perspective to determine the effect on the Utility Facilities' operations, policies and procedures. The Contractor shall recommend changes to the Utility's operations, policies and procedures and provide necessary information to support these recommendations.

(T) Upon the request of the Utility or Utility Representative, the Contractor shall attend Utility meetings. Regarding Basic Operation and Maintenance Service, Contractor shall meet with the Utility twice per month. The frequency of routine meetings between the Utility and Contractor may be modified at the discretion of the Utility. The Contractor shall also meet with Federal, State, and Local agencies that have an interest in the operation and maintenance of the Utility Facilities, as necessary, to meet and maintain compliance with all regulations and foster good relationships with the regulatory agencies. The Utility and Contractor both reserve the right to request additional meetings as may be necessary to ensure proper operation and maintenance of the Utility Facilities and resolve any circumstances that may arise.

(U) The Contractor shall, in accordance with Prudent Utility Practice, undertake and perform those obligations pursuant to the Homeland Security Act that are provided in the Vulnerability Assessment for the Utility System on file with the EPA, as it may be amended. Provided that for newly acquired systems, the cost to achieve compliance, if any, will be treated as an Additional Service.

SECTION 3.02. PAYMENT FOR SERVICES.

(A) Except in connection with Emergency Conditions, the parties shall negotiate additional compensation prior to delivery by the Contractor of Additional Services not identified in this Agreement and agree in writing with regard to said additional compensation prior to provision of same. Fees for Additional Services shall be based on Contractor's Cost. The Utility shall pay the Contractor for Additional Services upon receipt of the Contractor's itemized invoice and supporting documentation, including details for any Contractor's Outsource and Additional Labor Costs, in form and content acceptable to the Utility, in a manner consistent with the Florida Prompt Payment Act.

(B) Payment for all Repairs, Renewals, and Replacements performed by the Contractor as a part of the Basic Operation and Maintenance Service shall be governed by the following:

(1) Except for Acts of God, the cost of Basic Renewals, Replacements, and Repairs shall be included in the Basic Operation and Maintenance Service Fee and no additional compensation shall be due to the Contractor for the provision of Basic Renewals, Replacements, and Repairs. The Contractor shall perform all Basic Renewals, Replacements, and Repairs without prior authorization from the Utility as a part of the provision of the Basic Operation and Maintenance Service.

(2) Except for Acts of God, the first ten thousand dollars (\$10,000) of non-planned Major Renewals, Replacements, and Repairs shall be included in the Basic Operation and Maintenance Service Fee. The Utility shall reimburse the Contractor for all agreed upon Contractor's Costs above the first ten thousand dollars (\$10,000) of Major Renewals, Replacements, and Repairs. The Utility shall reimburse the Contractor for Contractor's Costs in excess of ten thousand dollars (\$10,000) associated with Major Renewal, Replacement or Repair Projects upon receipt of the Contractor's invoice and supporting documentation in form and content acceptable to the Utility. Unless the Renewal, Replacement, or Repair is in response to an Emergency Condition, the Contractor shall not proceed with a Major Renewal, Replacement, or Repair without the prior written authorization from the Utility. Except for response to an Emergency Condition, if the Contractor proceeds with any Major Renewal, Replacement, or Repair without prior written authorization (including email approval) of the Utility, the Contractor shall be responsible for all costs incurred.

(3) As reasonably determined by the Utility or Utility Representative, if any repair, renewal, or replacement project could have been avoided because of information that should have been obtained during the annual condition assessment or through Prudent Utility Practice, the Contractor will be responsible for the portion of the cost of the repair, renewal, or replacement that was the result of their failure to act or failure to identify a circumstance that would require action, up to the entire cost of the project. Costs that are determined to be the responsibility of the Contractor will be negotiated between the Utility and the Contractor.

(4) The cost of Renewals, Replacements, or Repairs (Basic or Major) that are the result of an Act of God will be paid by the Utility. All such costs should receive prior approval from the Utility unless the activity is in response to an Emergency Condition.

(5) Notwithstanding the foregoing, the entire cost of all Planned Renewal, Replacement or Repair Projects that are performed by the Contractor or a subcontractor to the

Contractor (including the first ten thousand dollars (\$10,000.00) for such Planned Repairs and Renewals and Replacements), which are reasonably necessary pursuant to Prudent Utility Practice and identified in Contractor's list submitted to and approved by the Utility in accordance with Section 3.01(I) or (J) of this Agreement, shall be paid by the Utility. In addition, the entire cost of any Repairs, Renewals and Replacements directly related to the failure of the Utility to fund or approve those items on the list submitted to the Utility in accordance with Section 3.01(I) or (J) shall also be paid for by the Utility (including the first ten thousand dollars (\$10,000.00) for all such Repairs, Renewals and Replacements). Projects are only applicable in accordance with the terms of Section 3.01(I) or (J). For each Fiscal Year, any project that is not approved or completed will need to be re-submitted for subsequent Fiscal Years to be considered. If failure of any Utility Facility occurs outside of the timeframe associated with the submitted list of Planned Renewal, Replacement, or Repair Projects, payment for the costs of such renewal, replacement, or repair shall follow the provisions of Section 3.02(B)(1) and (2).

(6) The Contractor shall submit a separate itemized invoice and supporting documentation for the Contractor's Costs for Renewal, Replacement, or Repair projects that are the result of an Act of God; Major Renewal, Replacement or Repair Projects; or for the cost of any Planned Repairs, Renewals and Replacements performed by the Contractor that the Utility is responsible for pursuant to Section 3.02(B) above. The Utility shall pay their applicable portion of the Contractor's invoice for such Repairs, Renewals and Replacements in a manner consistent with the Florida Prompt Payment Act.

SECTION 3.03. STANDARDS FOR CAPITAL IMPROVEMENTS, REPAIRS, RENEWALS AND REPLACEMENTS.

(A) The Contractor shall use the existing equipment and material specifications and standards as the minimum standards for Capital Improvements, Repairs, Renewals and Replacements that are performed by the Contractor or a subcontractor to the Contractor. All Capital Improvements, Repairs, Renewals and Replacements shall be performed in a manner consistent with Prudent Utility Practice.

(B) The Contractor shall provide a material and workmanship warranty on all Capital Improvements, Renewals, Replacements, or Repairs that are performed by the Contractor or a subcontractor to the Contractor. The warranty period shall be one (1) year from the date the Utility Facility was returned to service or two (2) years for main line or service line Renewals, Replacements, or Repairs.

(C) Should any installed component of a Utility Facility carry a manufacturer's warranty that exceeds the warranty period specified herein, the Contractor shall be responsible for any activities necessary for maintenance of the warranty.

SECTION 3.04. USE OF FACILITIES; FIELDWORK.

The Contractor is responsible for implementing and managing a proper security protocol for the Utility Facilities utilizing existing equipment. The Contractor shall, in a manner consistent with Prudent Utility Practice (1) confine all operation, maintenance and construction equipment, (2) store all materials and equipment, (3) limit the work of all employees and subcontractors to the Utility Facilities and other areas permitted by law, rights-of-way, permits and easements, (4) provide adequate security at all sites, and (5) lock all buildings. Utility shall be provided access to open all locks. The Contractor shall not unreasonably encumber the Utility Facilities or such other land areas with materials, equipment or vehicles of the Contractor. At all times, the Contractor shall use and administer the Utility Facilities in a professional, neat and orderly fashion. The Contractor shall assume full responsibility for any damage, direct or indirect, caused by the Contractor to the Utility Facilities or real or personal property within areas contiguous to the Utility Facilities resulting from the provision of Utility Services. By way of example, Contractor shall repair or replace streets, sidewalks, driveways and other property damaged as a consequence of distribution or collection systems operations, maintenance, or repair activities. Repair of streets shall be by a Utility-approved subcontractor or municipal agency, and all costs under ten thousand dollars (\$10,000) for a renewal, replacement, or repair remain the responsibility of the Contractor in accordance with the provisions of Section 3.02.

SECTION 3.05. GENERAL REPORTING AND RECORDS RESPONSIBILITIES.

(A) The Contractor shall prepare and file with appropriate authorities all reports required by Applicable Law. If requested to do so by the Utility or Utility Representative, the Contractor shall timely provide copies for review and comment prior to filing.

(B) If required pursuant to Applicable Law, the Contractor shall attest to the accuracy and completeness of the data collected and reported.

(C) In addition to the recommended Annual Preventive Maintenance Plan, the recommended annual Capital Improvements list, and the annual list of recommended Planned Renewal, Replacement or Repair Projects, the Contractor shall timely prepare and deliver to the Utility Representative the Basic Operation and Maintenance Service Report described in Appendix C. Utility reserves the right to amend Appendix C to comply with a Change in Law.

(D) The Utility or Utility Representative shall have the right to add, delete, or modify any report format required of the Contractor, as necessary, for the management of the operations

and maintenance services contained herein. Such changes shall not be considered a modification to the Contractor's scope of services.

(E) Upon reasonable request from the Utility or Utility Representative, the Contractor shall provide assistance in responding to reasonable requests for information from auditors, state and local governments, customers, media and public records requests.

(F) The Contractor shall provide all reports required under this Agreement in an electronic data format and by electronic means, if possible, to the Utility and/or Utility Representative, as directed by the Utility.

(G) The Contractor shall assist the Utility or Utility Representative in preparing and responding to regulatory compliance inspections, permit applications and requests, regulatory communication, and other communication that requires utility operations information.

(H) The Contractor shall maintain records and documentation related to its performance of services under this Agreement and related to the Utility Facilities. All records shall be maintained in an organized form and kept available in accordance with Applicable Laws and Prudent Utility Practice. Records and documentation shall be in accordance with generally applicable requirements and any specific policies of the Utility. The Utility or Utility Representative shall have access within forty-eight (48) hours to such records and documentation related to the Utility Facilities for inspection, audit, and copying. Copying of these Contractor records, documentation, and other information shall be at the Utility's expense.

(I) All records and data, including but not limited to operation reports, laboratory reports, and monitoring documentation, but excluding Contractor's budgetary and financial information, are the property of the Utility and cannot be destroyed by the Contractor without written consent of the Utility.

ARTICLE IV
METER READING, METER FIELD SERVICE, AND METER CHANGE-OUT

SECTION 4.01. GENERAL RESPONSIBILITY OF THE CONTRACTOR.

(A) The Contractor shall provide all reporting, qualified supervision, labor, tools, vehicles, equipment, materials and personnel necessary to perform the meter reading, meter field service, and meter change-out program as provided in this Agreement.

(B) The Contractor shall have full responsibility to provide all meter reading, meter field services, and meter change-out in a manner consistent with the Meter Reading, Meter Field Service, and Meter Change-Out Program Performance Standards provided in Appendix B.

(C) The Contractor shall provide meter reading, meter setting, meter field services, and meter change-out program services on a continuous basis.

(D) Prior to the Commencement Date, the Contractor will prepare and provide an accountability plan for Utility approval regarding the proper use and care of Utility owned meter reading equipment.

SECTION 4.02. METER READING.

(A) The Contractor shall undertake and perform all meter reading services required by the Utility to timely and regularly process customer utility bills. Such meter reading services shall include, but not be limited to, the following:

(1) read all utility meters using Utility provided meter reading field equipment following the schedule and routes provided by the Utility and provide such meter reading data to the Utility on a daily basis;

(2) review notes or trouble codes from meter readers and timely respond to work orders to rectify problems;

(3) follow up on notices left by meter readers for the customers and work orders from the Utility on apparent leaks, reasons for high usage, inaccessible meters, broken registers, vacant houses, stuck meters, high reads, low reads, zero reads, or other identified activities;

(4) investigate unusual usage or stuck meters;

(5) complete Utility work orders and contact customers as appropriate;

(6) develop quality assurance procedures to ensure the accuracy of meter reading;

(7) work with the operation and maintenance field service personnel in verifying any unusual situations found in the billing process that are related to meter or meter reading problems;

(8) complete work orders designed to clarify questions raised during the billing process and categorize and analyze work orders and make recommendations as to how to minimize work orders and gain efficiencies; and

(9) comply with all the Meter Reading Performance Standards provided in Appendix B.

SECTION 4.03. METER FIELD SERVICE.

(A) The Contractor shall provide meter field service by qualified personnel consistent with the Meter Reading, Meter Field Service, and Meter Change-Out Program Performance Standards provided in Appendix B and Prudent Utility Practice. Customer service provided in the field shall include, by way of example and not limitation, the following:

(1) investigation of customer problem reports;

(2) activation and termination of service;

(3) meter setting of commercial meters;

(4) meter re-reads and investigation of meter reading issues;

(5) repair or replacement of broken meter, dead meters, valves, service lines, and meter boxes;

(6) meeting with customers at their property to resolve meter-related issues that may arise; and

(7) performing utility locates generated by the Sunshine State One Call system or from general requests of on-site contractors;

(B) Contractor shall be responsible for utility locates for any area where the Utility Facilities are located once construction of an area is complete and record drawings are available.

SECTION 4.04. METER CHANGE-OUT PROGRAM.

(A) The Contractor shall provide a sufficient number of qualified personnel to implement the Utility's residential meter change-out program in a manner consistent with the Meter Reading, Meter Field Service, and Meter Change-Out Program Performance Standards provided in Appendix B and Prudent Utility Practice. Once initiated, the residential meter change-out program activities shall include, by way of example and not limitation, the following:

(1) implement the program such that every residential meter is replaced in accordance with the provisions of Appendix B once the program is initiated;

(2) rebuild or replace all residential dual check valves when the meter is replaced;

(3) coordinate with Utility billing and customer service personnel regarding the specific meters that are replaced and maintain adequate records so that the accuracy of meter reading activities is preserved and the progress of the program can be adequately tracked; and

(4) once initiated, complete each year's meter change-out program prior to September 1st.

(B) During applicable years, the Contractor shall provide a sufficient number of qualified personnel to implement the Utility's commercial meter change-out program in a manner consistent with the Meter Reading, Meter Field Service, and Meter Change-Out Program Performance Standards provided in Appendix B and Prudent Utility Practice. Commercial meters will be changed during specific years, and additional compensation to the Contractor will be paid pursuant to the terms in Appendix F. The commercial meter change-out program activities shall include, by way of example and not limitation, the following:

(1) implement the program such that every commercial meter is replaced every ten (10) years;

(2) rebuild or replace all dual check valves, as applicable on 5/8"x3/4" through 1" meters, when the meter is replaced;

(3) coordinate with Utility billing and customer service personnel regarding the specific meters that are replaced and maintain adequate records so that the accuracy of meter reading activities is preserved and the progress of the program can be adequately tracked; and

(4) complete each year's commercial meter change-out program prior to September 1st on the applicable years when commercial meters are being changed.

ARTICLE V

TERMS AND TERMINATION

SECTION 5.01. TERM

The term of this Agreement shall be nine (9) years commencing on October 1, 2014 and expiring on September 30, 2023. Utility, at Utility's option, may elect to negotiate with the Contractor to extend the Agreement for up to five (5) consecutive two (2) year terms. Each two (2) year extension will be an independent extension of the Agreement and no guarantee that subsequent extensions will be sought. If the Utility desires to extend the term of the Agreement, the Contractor shall be notified at least six (6) months prior to expiration of the Agreement or any subsequent extension thereof.

Upon expiration of the term of the Agreement or any subsequent extension thereof or upon termination of the Agreement, Contractor shall assist the Utility or the incoming contractor in assuming operation and maintenance of the Utility Facilities.

SECTION 5.02. COMPENSATION AND PAYMENT

Compensation and payment for the services described in this Agreement is more fully described in Appendix F.

SECTION 5.03. TERMINATION FOR CONVENIENCE

Upon written notice of no less than one hundred twenty (120) days prior to termination, either party to this Agreement may terminate this Agreement without cause.

SECTION 5.04. PERFORMANCE-BASED INCENTIVE PROGRAM

The Utility and the Contractor agree to implement a performance-based incentive fee program. Under this program, the Contractor will contribute an amount mutually agreeable by the parties based on the plan developed as set forth below and annually thereafter into an at-risk incentive fee pool with the ability to earn all, none, or more based upon its quarterly performance. The Utility and the Contractor agree to work together to develop the program. Until such a time as the program is developed and agreed to by the parties, no performance-based incentive program will be implemented. During the term of the Agreement and any subsequent extensions, the program may be modified by mutual consent of the parties.

SECTION 5.05. **PENALTIES**

(A) The Contractor shall be responsible for payment of any fines and penalties imposed by any governmental or quasi-governmental agencies or bodies arising out of or resulting from (i) faulty or negligent operation or maintenance, (ii) operation or maintenance not in conformance with this Agreement or (iii) operation or maintenance not in compliance with Applicable Law and Permits, provided, however, that the Contractor will not be responsible for fines and penalties resulting from failure to comply with Applicable Law and Permits that are directly caused by the Utility's refusal to implement Capital Improvements or Planned Renewals, Replacements, and Repairs that are timely recommended in writing by the Contractor and necessary to comply with Applicable Law and Permits. Contractor shall also not be held liable for fines and penalties arising out of or resulting from violations, actions, or in-actions which occurred prior to the Commencement Date.

(B) Without limiting the Utility's rights under this Agreement, the Contractor may be required to pay the Utility monetary penalties for the following operation, maintenance, and reporting deficiencies. The amount of such monetary penalties is set forth below. Prior to the implementation of any monetary damages, the Utility and the Contractor agree to diligently pursue resolution to the deficiencies.

(1) Intentional falsification/misrepresentation of any reports or records required to be filed or maintained by the Contractor pursuant to this Agreement, a penalty in the amount of \$500.00 per incident may be assessed. If intentional falsification/misrepresentation results in a governmental fine or required curative action, a penalty in the amount of \$5,000.00 per incident may be assessed.

(2) Failure to timely respond to an Emergency Condition (within two hours of notification or becoming aware of the condition), a penalty in the amount of \$250.00 per incident may be assessed.

(3) Failure to timely submit any reports required pursuant to Applicable Law in accordance with the timeframe specified, a penalty in the amount of \$100.00 per day may be assessed for each day the report is late.

(4) Failure to correctly read meters with an accuracy rate of 99.6 percent or better, a penalty at the rate of \$10.00 for each meter below the 99.6 percent accuracy requirement may be assessed each month. The method for calculating the meter reading accuracy rate is described in Appendix B.

(C) The Utility may withhold the amount of any fines or penalties that are due from or the responsibility of the Contractor from the payment of the Basic Operation and Maintenance

Service Fee upon a final determination of such fine or penalty pursuant to Section 5.05(A) or (B), as applicable. If any balance of fines or penalties is due at the termination of this Agreement, it shall be reimbursed to the Utility.

(D) Any fines or penalties provided for herein shall only be determined and applied by the Utility for the work performed by the Contractor under this Agreement. The Utility shall not apply fines or penalties under this Agreement to other work performed by the Contractor in The Villages that is covered under separate agreement.

SECTION 5.06. SELF HELP BY UTILITY.

(A) Within three (3) business days after being notified by Utility in writing of defective work, unacceptable work or failure to perform any portion of the services required by this Agreement, if the Contractor fails to correct such work or perform such services, Utility may cause the unacceptable or defective work to be corrected or perform the services. If the Utility corrects the work or performs the services, the Utility shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work or performing the services. Provided, however, if the corrective work or services cannot reasonably be completed within such three (3) business day period, and the Contractor immediately begins corrective work or services, and Utility reasonably determines that the Contractor is diligently pursuing the completion of such corrective work or services, Utility agrees to allow Contractor to complete correction of the defective or unacceptable work or perform services.

(B) If Contractor fails to reimburse monies due to a customer in accordance with the timelines provided in the Florida Prompt Payment Act, after determining Contractor's negligence, Utility reserves the right to reimburse the customer and withhold such monies from payments due to the Contractor.

(C) All costs and expenses incurred by Utility pursuant to this section shall be deducted from monies due, or which may become due, to Contractor for its obligations herein.

(D) The provisions of this section are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this section shall diminish or waive Utility's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

SECTION 5.07. DEFAULT.

(A) An event of default occurs if there is a persistent, repeated, or substantial failure or refusal by either the Utility or the Contractor to substantially fulfill any of its material obligations

in accordance with this Agreement, provided, however, that no such event shall constitute a default unless and until:

(1) the non-defaulting party has given written notice to the defaulting party that a default or defaults exist which will, unless corrected, constitute an event of default on the part of the defaulting party; and

(2) the defaulting party either has not corrected such default, or has not initiated reasonable steps expeditiously to correct such default within five (5) days from the date of such written notice.

(B) The events by which the Contractor shall be deemed to have failed to fulfill a material obligation of this Agreement shall include, by way of example and not limitation, the following:

(1) failure to begin or discontinuing without authorization an element of the Basic Operation and Maintenance Service required by this Agreement;

(2) failure of the Contractor to comply with a material provision of Applicable Law, whether willfully or negligently;

(3) failure to permit the Utility, Utility Representative, any of their representatives or agents or any regulatory authority representative to enter upon the Utility Facilities to inspect the Utility Facilities, materials, permits, books or records in accordance with this Agreement;

(4) breach of any material covenant, condition or warranty in this Agreement or the making any representation in this Agreement that is materially untrue at the time of its making;

(5) failure to pay, when due, any sums owed to a subcontractor or other party for services or materials provided pursuant to this Agreement;

(6) failure to perform the Basic Operation and Maintenance Service in a manner consistent with Prudent Utility Practice, the performance standards, or other requirements agreed to by the parties;

(7) failure to perform the Meter Reading, Meter Field Service, and Meter Change-Out Program in a manner consistent with Article IV, Appendix A, or Appendix B of this Agreement; or

(8) failure to maintain staffing levels in the Staffing Plan provided in Appendix I, or as subsequently amended, for a period of ninety (90) consecutive days for any non-salaried individual position, or one hundred twenty (120) consecutive days for any salaried individual position.

(C) The termination for default of any agreement between the Utility and the Contractor shall confer on either party the right to terminate this Agreement for such party's convenience. Such termination shall be effective on the date designated by the terminating party, provided that written notice is provided at least ninety (90) days prior to the date of termination.

(D) Each of the following also shall be deemed an event of default: (1) written admission by a party that it is bankrupt; (2) filing by a party of a voluntary petition for bankruptcy; (3) consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; (4) the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) of all or a substantial portion of a party's property or business; (5) becoming insolvent; (6) final adjudication of a party as bankrupt under the Federal Bankruptcy Act; or (7) a judgment is obtained or warrant of attachment issued against the Contractor which has a material adverse effect on the ability of Contractor to perform its obligations under this Agreement.

(E) Contractor is hereby obligated to deliver written notice to the Utility of the occurrence of any of the events described in paragraph (D) above within two (2) business days of such occurrence.

(F) Upon the occurrence of an event of default, all or any part of any of the obligations and liabilities of the Contractor to the Utility, whether direct or contingent, and of every kind and description, shall, without notice or demand, at the option of the Utility, become due within an acceptable timeframe as determined by the Utility.

SECTION 5.08. EMERGENCY CONDITION.

(A) In the event of an Emergency Condition affecting the safety or protection of persons, the Utility Facilities, or property adjacent thereto, or to avoid imminent environmental contamination, the Contractor, without special instruction or authorization from the Utility or Utility Representative is obligated to act to prevent such threatened damage, injury or loss. Contractor shall respond to any Emergency Condition seven (7) days a week, twenty-four (24) hours a day as soon as possible, but in any event, within two (2) hours of being notified or otherwise learning of such or related condition. The Contractor shall give the Utility or Utility Representative oral notice within two (2) hours followed by written notice within twenty-four (24) hours after the Contractor knows or reasonably should have known in the exercise of all due diligence about the occurrence of the Emergency Condition. The Contractor shall, where possible, coordinate its actions with the Utility in an effort to ensure that all such actions are reasonable in view of the Emergency Condition or the anticipated Emergency Condition.

(B) If the Contractor believes that any significant changes in the compensation provided in this Agreement is required and merited as a result of such Emergency Condition, the Contractor may seek payment for any Additional Services performed. Payment for such Additional Services shall be governed pursuant to the terms of Section 3.02. The Contractor shall provide the Utility documentation supporting the Additional Services performed within twenty (20) Business Days from the occurrence of the Emergency Condition. There shall be no change in the Contractor's compensation and Contractor shall remain liable for all costs associated with an Emergency Condition if the Emergency Condition was caused by the negligence, willful misconduct or failure to comply with Prudent Utility Practice by Contractor, its employees, agents or subcontractors. If the Utility determines that a modification of the scope of services is required because of the Emergency Condition, an amendment shall be issued to document the consequences of the changes or variations. If the Contractor fails to provide such written notice to the Utility Representative within twenty (20) Business Days, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the compensation or scope of service.

SECTION 5.09. EMERGENCY REPLACEMENT OF CONTRACTOR.

In the event of any Emergency Condition involving the Utility Facilities which is found by the Utility to present a significant, immediate danger to public health, whether the cause of the Contractor or otherwise, and the Contractor is either unable or unwilling to correct such condition, the Utility may replace the Contractor without notice during the Emergency Condition, provided that at the conclusion of any such condition, the Contractor shall be reinstated by the Utility. Provided further, however, the Utility shall not be obligated to reinstate the Contractor at the conclusion of the Emergency Condition and may terminate this Agreement if the Contractor's inability or unwillingness to correct such Emergency Condition itself constitutes grounds for termination of this Agreement or the Contractor is otherwise in default as provided in Section 5.07. The Contractor shall not be entitled to any compensation after the date upon which the Utility replaces the Contractor under this Section 5.09.

SECTION 5.10. OBLIGATIONS EXCUSED.

(A) Notwithstanding any other provision in this Agreement, neither the Utility nor the Contractor shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of an Uncontrollable Circumstance.

(B) As a condition precedent to the right to claim excuse of performance, the party experiencing an Uncontrollable Circumstance shall:

- (1) promptly notify the other party verbally; and

(2) as soon as practical, but in no event more than five (5) Business Days thereafter, prepare and deliver to the other party a notice with a written description of (a) the commencement of the Uncontrollable Circumstance; (b) its estimated duration and cost impact, if any, on the party's obligations under this Agreement; and (c) its estimated impact other than cost impact, if any, on the party's obligations under this Agreement.

SECTION 5.11. DISPUTE RESOLUTION.

(A) Notwithstanding any other provision in this Agreement, the parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this Section 5.11. Either party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement or dispute, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties fail to resolve the dispute within thirty (30) days of the notice described in Section 5.11(A) hereof, the parties shall appoint a mutually acceptable neutral third-party to act as a mediator. The mediation contemplated by this Section 5.11(C) is intended to be an informal and non-adversarial processes with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

(D) If the parties are unable to reach a mediated settlement within sixty (60) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within one hundred twenty (120) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the one hundred twenty (120) day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) Each party shall pay (1) the fees and expenses of their own counsel and witnesses, and (2) equal shares of the fees and expenses of the mediators.

(F) In light of the Utility's interest in assuring the consistent and uninterrupted provision of utility services for its customers, the parties acknowledge the importance of promptly and expeditiously resolving any disputes arising under this Agreement in accordance with the provisions of this Article. In particular, Contractor acknowledges that it shall not have the right to suspend performance of its obligations under this Agreement as a result

of a dispute, and shall be obligated to continue such performance pending the resolution of the dispute under the procedures set forth in this Article.

SECTION 5.12. OPERATIONS COOPERATION AND TRANSFER.

(A) If the Utility or the Contractor terminates this Agreement or at the expiration of this Agreement, the Contractor shall, from the date of the notice of termination or expiration make fully available its managers and employees performing services at the Utility Facilities for a period of six months after the applicable date pursuant to this Section 5.12 to continue to perform all the Utility Services contemplated in this Agreement. The Utility may determine that it requires a lesser amount of services, managers, employees and intellectual property in order to provide a smooth and orderly transition of the operations and maintenance of the Utility Facilities to Utility administrators, managers and personnel or, as applicable, the Utility's or another local government's contracted operator. The Contractor shall immediately transfer to the Utility all intellectual property owned by the Utility and used or created by the Contractor during the term of the Agreement, including, but not limited to, the Utility's licenses, data, source codes and software, used in, updated or created for the operation of the Utility Facilities; except that Contractor shall retain all ownership rights to any and all patents, trademarks, copyrights, mask works rights, know-how, trade secrets, or other intellectual property rights belonging to the Contractor prior to the Commencement Date, but shall provide an assignable, site specific perpetual, royalty-free license to the Utility for the use of same. The Contractor shall fully cooperate with the Utility to effectuate such a transition, including the provision of training and "know-how" in the procedures and techniques employed by the Contractor in meeting its obligations under this Agreement.

(B) Notwithstanding the termination of this Agreement, the Utility shall compensate the Contractor for performing the services specified in Section 5.12(A) in an amount equal to the daily allocated cost of the Basic Operation and Maintenance Service as set forth in the Agreement and provided that such fees shall be reduced on a pro rata basis to reflect the number of Contractor employees performing services and the amount of services performed.

(C) Upon the termination or expiration of this Agreement, the Contractor shall assign to the Utility its interest in all contracts entered into by the Contractor relative to the Utility Facilities if requested by the Utility, if such contracts do not prohibit such assignment. The Utility's right to request assignment of certain contracts shall not be read as an obligation by the Utility to assume all or any of such contracts. The Utility shall, however, assume the payment and performance of all contracts assigned to it and shall pay any penalties and costs incurred by the Contractor with respect to the assignment of such contracts. The Contractor shall exercise all reasonable efforts

in negotiating contracts relative to the Utility Facilities to (1) obtain the written consent of the other parties to such contracts to the assignment by the Contractor of its rights therein to the Utility and (2) secure contract terms and conditions that do not include damages or penalties to any assignee with respect to any assignment.

(D) Upon ultimately vacating the Utility Facilities, the Contractor shall leave all sites, structures, equipment, and improvements in good condition. The Contractor shall properly dispose of residuals and any accumulations of waste materials, rubbish, and other debris resulting from the Contractor's activities. The Contractor shall restore to original condition (ordinary wear and tear excepted) any portion of the Utility Facilities that were altered or changed by the Contractor without the Utility's approval.

SECTION 5.13. SURVIVAL.

All claims or actions of any description whatsoever under this Agreement, including any claim for indemnification in accordance with the terms and conditions set forth herein, shall be brought within the applicable limitations period provided in Section 95.11, Florida Statutes, or its statutory successor in function.

ARTICLE VI

GENERAL PROVISIONS

SECTION 6.01. DESIGNATION OF UTILITY REPRESENTATIVE.

(A) The Utility shall designate in writing a Utility Representative to act on its behalf with respect to the Utility Services to be rendered under this Agreement. The Contractor shall be entitled to rely upon any written notice of change of the designated Utility Representative.

(B) The Utility Representative responsibilities shall include, but not be limited to the following:

(1) Review and make appropriate recommendations to the Contractor for Utility Services and work provided and performed in accordance with this Agreement.

(2) Provide criteria and information requested by the Contractor as to the requirements of the Utility for the Utility Services.

(3) Upon request from the Contractor, assist the Contractor by placing at its disposal all available information in the possession of the Utility pertinent to the Utility Services, including by way of example and not limitation, existing drawings, specifications, shop drawings, public literature, previous reports and any other data relative to the provision of the Utility Services or the maintenance, construction, acquisition or improvement of the Utility Facilities.

(4) Provide notice to the Contractor of any deficiencies or defects discovered by the Utility with respect to the Utility Services rendered by the Contractor under this Agreement.

(5) Assist the Utility with any obligations, responsibilities, or rights of the Utility pursuant to this Agreement.

(C) The Utility Representative is not authorized to issue any verbal or written orders or instructions to the Contractor that would have the effect, or be interpreted to have the effect, of modifying or changing in any way:

(1) the scope of the Utility Services to be provided and performed by the Contractor under this Agreement;

(2) the time the Contractor is obligated to commence and complete Utility Services; or

(3) the amount of compensation the Utility is obligated or committed to pay the Contractor under this Agreement.

SECTION 6.02. MANNER OF PERFORMANCE.

(A) The Contractor is, and shall be, in the performance of all Utility Services, an independent contractor, and not an employee or agent of the Utility. All persons engaged in the

performance or provision of Utility Services shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over all the means and manner in which it and its employees perform or provide the Utility Services.

(B) The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the Utility Services under this Agreement as set forth in the Staffing Plan (Appendix H). Personnel of the Contractor shall not be employees of or have any contractual relationship with the Utility, nor shall such personnel or employee of the Contractor be entitled to any benefits of the Utility including, by way of example and not limitation, pension, health and worker's compensation benefits.

(C) All of the Utility Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel, employees and subcontractors engaged in performing the Utility Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform the Utility Services undertaken.

(D) The Contractor, at its sole expense, shall correct or replace any work that is defective or faulty in material or workmanship for a period of one (1) year after the completion of such work. Following such one (1) year period, any such correction or replacement will be considered a separate Event and Contractor's obligation shall be as otherwise provided in this Agreement. For main line or service line repairs or replacements, the warranty period shall be two (2) years and follow the requirements and provisions of this paragraph.

(E) All Contractor field personnel and personnel interacting with the public shall be required to wear at all times a uniform and identification badge.

(F) The Contractor is responsible for checking its employees for proof of a valid Florida driver's license.

SECTION 6.03. COMPLIANCE WITH REVENUE PROCEDURES.

The Contractor and the Utility acknowledge and agree that this Agreement is intended to, and does comply in all material respects with the requirements of Section 141 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") and particularly Revenue Procedure 97-13, as such Revenue Procedure may be modified or superseded, from time to time (collectively, the "Revenue Procedure") as currently interpreted. If any provision of this Agreement should cause the Agreement not to comply with the requirements of the Code or the Revenue Procedure as interpreted from time to time, this Agreement shall be amended to comply with the Code and the Revenue Procedure. The Contractor and the Utility acknowledge and agree that, notwithstanding anything in this Agreement to the contrary, this Agreement shall be amended by the parties in order to comply with any future legislative,

regulatory or administrative changes to such provisions under the Code or the Revenue Procedure during the term of this Agreement.

SECTION 6.04. AUTHORITY TO PERFORM.

The Contractor shall continuously maintain all permits, licenses and approvals required to be held by the Contractor under Applicable Law to provide the Utility Services. Proof of all such permits, licenses and approvals shall be submitted to the Utility annually on October 1st and upon request.

SECTION 6.05. ACCESS AND AUDITS.

The Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Utility Services and all Additional Services for at least two (2) years after the termination of this Agreement. The Utility, Utility Representative or their contracted representatives shall have access to such books, records and documents as required for the purpose of inspection or audit, during Normal Business Hours, and such books, records and documents shall be kept by Contractor at a place of business of the Contractor within the State of Florida. The Contractor shall be subject to an annual independent financial audit with respect to Additional Services provided pursuant to this Agreement and a performance audit relating to its performance and provision of the Utility Services under this Agreement. Any such audit shall be undertaken by an auditor or auditors selected and paid for by the Utility.

SECTION 6.06. GENERAL INSURANCE REQUIREMENTS.

(A) The Contractor shall purchase at its cost and maintain at all times the insurance coverages and associated provisions as listed in Appendix D for limits of liability not less than the amount stated for each coverage in Appendix D.

(B) To the extent not otherwise stated herein, and in addition to any other requirements set forth herein, the Contractor shall operate and maintain the Utility Facilities in accordance with the following laws and regulations, as applicable:

- (1) Chapter 440, Florida Statutes, Workers' Compensation Law, as amended;
- (2) Florida Administrative Code Chapters 38F and 38I, as amended, relating to Workers' Compensation;
- (3) 29 Code of Federal Regulations 1910 and 29 Code of Federal Regulations 1926, Occupational Safety and Health Act, General Industrial Standards and Construction Industrial Standards, respectively; and (4) the Florida Toxic Substances Act.

(C) Should the Contractor at any time fail to maintain the insurance coverages required in this Section 6.06 and Appendix D, the Utility, at its discretion, shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased or deduct such cost

from the monthly payment due for the Basic Operation and Maintenance Service Fee. The Utility shall be under no obligation to purchase such insurance or to be responsible for the coverages purchased or the financial stability of the insurance companies used and failure of the Utility to purchase such insurance shall not lessen or release the Contractor of its obligations as provided in this Section 6.06.

(D) The Utility shall secure and maintain at its expense property damage insurance for the Utility Facilities.

SECTION 6.07. NOTICE OF CLAIMS.

Within forty-eight (48) hours of Contractor becoming aware of its occurrence, the Contractor shall notify the Utility in writing of all incidents, events or injuries which the Contractor reasonably believes may result in a claim of ten thousand dollars (\$10,000.00) or more, arising out of the Contractor's performance under this Agreement, including, but not limited to, claims relating to workplace injuries. The Contractor shall notify the Utility of any claim arising out of Contractor's performance under this Agreement and established and accepted by the Contractor as a liability of the Contractor under its commercial insurance or self-insurance which is paid in an amount equal to or greater than ten thousand dollars (\$10,000.00). The Contractor shall notify the Utility of any death arising out of the Contractor's performance under this Agreement. The Contractor shall notify the Utility of any and all events, accidents, injuries, incidents, suits or claims which name or otherwise may involve or create a liability for the Utility or result from the provision by the Contractor of the Utility Services, including by way of example and not limitation, any events involving pollution at, on, or near the Utility Facilities. All notices required under this Section 6.07 shall be provided promptly and in no event more than forty-eight (48) hours after the Contractor learns of same.

SECTION 6.08. INDEMNIFICATION AND LIMIT OF LIABILITY.

(A) Contractor agrees to protect, defend, indemnify and hold the Utility and its officers, employees and agents harmless from and against any and all liabilities, claims, losses, and expenses, including attorney's fees and all reasonable costs of litigation and judgments arising out of any willful misconduct, negligent act, error, omission or infringement of a third-party patent, license or other intellectual property by the Contractor, its subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement, to the proportionate extent caused by the Contractor, its employees or its subcontractors.

(B) The Utility agrees to indemnify and hold Contractor harmless from any claim, liability, or damages for property damage or bodily injury, including death, which may arise from

all causes of any kind resulting from the negligence or intentional acts of the Authority, its employees or its subcontractors.

(C) Each party acknowledges that the general conditions of any construction or subcontractor contract with an entity not a party to this Agreement shall include language, satisfactory to the other party, in which the third party agrees to hold harmless and to defend the other party, its agents and employees from all suits and actions, including attorney's fees, and all reasonable costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed for the Utility Facilities.

(D) In the event that claims(s) raised against Contractor on account of this Agreement, or on account of the Services performed hereunder, is/are covered under Contractor's insurance policies required of Contractor hereunder, Contractor shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies.

(E) When pursuing any losses, damages or indemnity claims against the other party, both the Utility and Contractor are required to act in a commercially rational manner designed to mitigate or limit the amount of damages for which it intends to hold the other party accountable.

SECTION 6.09. MODIFICATION OF SCOPE OF SERVICES.

(A) The Utility shall at all times during the term of this Agreement have the right to request unilateral changes in the scope of services, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the Utility's notification of the contemplated change, the Contractor shall in writing: (1) timely provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Utility of any changes in work schedules, (3) advise the Utility if the contemplated change shall affect the Contractor's ability to perform or provide the Utility Services in a manner consistent with the requirements and performance standards incorporated into this Agreement, (4) advise the Utility if the contemplated change is within the capabilities of the Contractor, and (5) if the change in flow parameter at the wastewater treatment plant exceeds a monthly average flow of 1 million gallons, that will constitute a change in scope.

(B) If the Utility so instructs in writing, the Contractor shall suspend work on that portion of the Utility Services affected by the contemplated change, pending the Utility's decision whether to proceed with the change.

(C) If the Utility elects to make a change in this Agreement, the Utility shall initiate an amendment to this Agreement, and the Contractor shall not commence work on any such change until such written amendment is agreed to and signed by the Contractor and the Utility.

(D) Should a Change in Law dictate an increase or decrease in the scope of the Basic Operation and Maintenance Service, subject to confirmation by the Utility of such change, the Contractor shall be entitled to an adjustment in the Basic Operation and Maintenance Service Fee in an amount to be negotiated by the parties and agreed to in writing prior to the effective date of such adjustment.

SECTION 6.10. CONFLICTS.

(A) The Contractor represents that neither Contractor nor any of Contractor's Affiliates has any interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or provision of the Utility Services. The Contractor shall promptly notify the Utility of all potential conflicts of interest of Contractor or any of Contractor's Affiliates for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or the quality of the Utility Services to be provided under this Agreement. Such notification shall be in writing and identify the prospective business association, interest or circumstance, the nature of the work the Contractor may undertake and request a determination from the Utility as to whether the association, interest or circumstance would, in the opinion of the Utility, constitute a conflict of interest if entered into by the Contractor or any of Contractor's Affiliates.

(B) The Utility shall respond to the Contractor in writing within thirty (30) days of receipt of the notice by the Contractor of an actual or potential conflict of interest. If the Utility determines the prospective business association, interest or circumstance does not appear to constitute a conflict of interest by the Contractor or the Contractor's Affiliates, the Utility shall so state in the response and the Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Utility Services provided by the Contractor.

SECTION 6.11. RIGHT TO ENTER, INSPECT AND TEST.

At all times the Utility, Utility Representative or any of their representatives or agents shall have the right, but not the duty, to enter upon the Utility Facilities to inspect and observe the performance or provision of the Utility Services and, at the Utility's sole cost, perform sampling and testing to determine compliance of Contractor with its obligations under this Agreement. During all such visits, the Utility, Utility Representative or any of their representatives or agents shall follow Contractor's work place safety policies and procedures.

SECTION 6.12. APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in Sumter County, Florida.

SECTION 6.13. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

To the Utility:

Central Sumter Utility Company, LLC
1020 Lake Sumter Landing
The Villages, Florida 32162
Attention: John F. Wise

With a copy to:

McLin & Burnsed, P.A.
P.O. Box 1299
The Villages, Florida 32162
Attention: Steven M. Roy

To Contractor:

Operations Management International, Inc
9191 South Jamaica Street
Englewood, CO 80112
Attention: Cynthia Beyer

With a copy to:

Operations Management International, Inc
501 Sunbelt Road
The Villages, FL 32159
Attention: Project Manager

(B) Any written notice given to one person in subsection (A) of this Section shall also be provided to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall

be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by facsimile transmission or other electronic means or five (5) days after the date mailed.

SECTION 6.14. MEDIA RELATIONS.

The Contractor shall consult with and receive the Utility's approval prior to (1) responding to inquiries from the media or (2) initiating contact with the media, in either case, regarding the rendition of Utility Services to the Utility Facilities. Contractor also shall not issue news releases at any time or of any kind, in writing or orally, pertaining to this Agreement or the rendition of Utility Services hereunder without, in each instance, the prior approval of the Utility. The Contractor shall not use the name or logo of the Utility, the Utility Facilities, Board members, or other contractors in any advertising, brochures, public relations documents or news releases without prior written consent of the Utility; provided, however, Contractor may use or furnish the Utility's name, address and telephone number as a client reference.

SECTION 6.15. ASSIGNMENT.

(A) The Contractor shall not have the right to assign any of its rights, duties or obligations under this Agreement without the consent of the Utility upon a demonstration by the proposed assignee of its ability to perform the obligations of the Contractor under this Agreement. A consent to assignee shall be required to assume the obligations of the assigning party by written assignment in a form satisfactory to the Utility.

(B) Any assignment of this Agreement consented to by the Utility shall be an assignment of the Agreement in its entirety unless specifically consented to by the Utility; provided, however, this prohibition shall not apply to an affiliate of the Contractor if such separate assignment shall not, in the judgment of the Utility, interfere with the performance of the duties and the provision of the Utility Services provided in this Agreement.

(C) A transfer of a majority of the outstanding stock of the Contractor to another corporate entity or business enterprise shall be deemed an assignment of the Agreement requiring the consent of the Utility under this Section 6.15 unless such transfer of outstanding stock of the Contractor is to an affiliated company of the Contractor in which event consent shall not be required under this Section 6.15.

(D) The Utility reserves the right to assign its rights and obligations under this Agreement to any validly constituted local government, agency or authority. The Utility shall provide the Contractor with prior notice of such assignment.

SECTION 6.16. AMENDMENTS AND WAIVERS.

No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions

of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. No delay on the part of the Utility in the exercise of any right, power, or privilege under the Agreement shall operate as a waiver of any such right, power or privilege. No waiver of a default or a breach of any provision of this Agreement shall operate nor be construed to operate as a waiver of any subsequent default or breach.

SECTION 6.17. SEVERABILITY.

If any clause, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist. The parties shall endeavor in good faith negotiations to replace the invalid illegal or unenforceable provisions with valid provisions the economic effect of which come as close as possible to that of the invalid, illegal, or unenforceable provisions.

SECTION 6.18. ENTIRE AGREEMENT.

This Agreement, including the Appendices hereto, is the entire agreement between the parties and this Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof. Upon execution by all parties, the Utility shall provide the Contractor three complete, certified copies of this Agreement, together with all appendices hereto. This Agreement shall be construed as solely for the benefit of the Utility and the Contractor, their successors and assigns, and no claim or cause of action shall accrue to or be for the benefit of any third party by reason of the execution of this Agreement.

Both parties indicate their approval of this Agreement by their signatures below.

Operations Management International, Inc.

Central Sumter Utility Company , LLC

By: Elliott R. Wheeler

By: John F. Wise

Name: ELLIOTT R. WHEELER

Name: JOHN F. WISE

Title: SENIOR DESIGNATED MANAGER

Title: CEO

Date: 28 OCT 2014

Date: 12.1.14

CMR 10-23-2014

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APPENDIX A
BASIC OPERATION AND MAINTENANCE
SERVICE PERFORMANCE STANDARDS

SECTION A.01. TREATMENT FACILITIES, PUMPING STATIONS, AND WELLS

(A) The Contractor shall operate, maintain, and repair the water and wastewater treatment plant facilities, unit processes, and their respective appurtenances including, but not limited to, the following:

- within the design capacity and capability of the water treatment plants, operate and maintain the plants so that treated water will meet local, State, and Federal rules;
- within the design capacity and capability of the wastewater treatment plants, operate and maintain the plants so that discharged effluent will meet local, State, and Federal rules;
- exercise and maintain generators in accordance with regulatory requirements and manufacturers recommendations;
- general housekeeping;
- grounds maintenance;
- maintain Supervisory Control And Data Acquisition (SCADA) system, if any;
- maintenance, operation, and repair of the radio telemetry system, if any;
- issue public notices of non-compliance with drinking water standards resulting from acts or omissions of the Contractor;
- issue notices of non-compliance resulting from limitations of the treatment process or equipment failure;
- minimize the generation of noise and odors in accordance with Applicable Law within the limits of existing treatment processes;
- assist the Utility in coordinating with the Utility's construction contractors, engineers, or other consultants or vendors;
- prepare and provide timely submittal of all operating reports required by regulatory agencies;
- read all Utility Facility meters at the frequencies required by regulatory agencies, and report the meter readings to the Utility Representative on a monthly basis;
- coordinate with Utility Representative to ensure that water resources are distributed so as to maintain compliance with regulatory requirements and maximize benefit to the Utility;
- coordinate with Utility Representative on all correspondence to regulatory agencies;
- provide predictive and preventive maintenance of the plant and appurtenant equipment, pumps and motors;
- perform all renewals, replacements, and repairs that are the responsibility of the Contractor in accordance with the terms of the Agreement;

- perform all sampling and laboratory testing services required by Applicable Law, inclusive of any confirmatory sampling and analysis;
- perform all meter calibrations as required by Applicable Law or permit;
- provide timely response to all work orders and service requests;
- perform confined space activities and follow applicable safety procedures unless such activities are subcontracted, in which case no additional costs shall be incurred by the Utility;
- provide for solids handling, including sludge management and disposal, administration of permits, testing, and overall management; and
- provide annual testing and repair, if necessary, of backflow prevention assemblies located at the treatment facilities.

(B) Operate and maintain the pumping stations and supply well facilities and their respective appurtenances including, but not limited to, the following:

- (1) Monitoring of pump stations and wells for Emergency Conditions.
- (2) Timely response to all alarms that occur at the pump stations and wells and timely response to all work orders and service requests.
- (3) Maintenance, operation, and repair of the radio telemetry system, if any.
- (4) Regularly scheduled predictive and preventive maintenance, inspections, and adjustments including, but not limited to, the following:
 - routine inspections;
 - general housekeeping;
 - provide predictive and preventive maintenance of equipment, pumps and motors;
 - perform all meter calibrations as required by Applicable Law or permit;
 - maintaining and cleaning filters;
 - check control panels for proper operation;
 - exercise and maintain generators in accordance with regulatory requirements and manufacturers recommendations;
 - check pump running times;
 - maintain the station lights and replace bulbs as needed;
 - verify proper operation of floats;
 - remove debris from pumps and check valves as required;
 - exercise all station valves at least once a year; and
 - provide annual testing and repair, if necessary, of backflow prevention assemblies located at the pumping stations and wells.

(C) The Contractor shall repair pump stations and wells in order to maintain their integrity. Such activities to be performed or provided shall include, but not be limited to, the following Repairs, Replacements, and Renewals:

- rebuilding or replacing gate, check, butterfly, and ball valves;

- removing, repairing, and reinstalling pumps, motors, starters, and variable frequency drives;
- repairing leaks in pipes, fittings, and valves;
- furnishing a crane truck if Utility-owned crane truck is not adequate;
- repairing or replacing rails, supports, or piping;
- repairing or replacing electrical panels;
- repairing or replacing filters;
- cleaning clogged pumps;
- perform confined space activities and follow applicable safety procedures unless such activities are subcontracted, in which case no additional costs shall be incurred by the Utility;
- repairing and replacing remote telemetry unit components, if any; and
- annual testing and repair, if necessary, of backflow prevention assemblies located at the pumping stations and wells.

(D) Take immediate action to either prevent environmental incidents or dangerous situations, and endeavor to keep the number and duration of such incidents and situations to a minimum.

(E) The Contractor shall provide routine repairs to all equipment including painting of all exposed equipment, and all exposed piping, on a five year rotating basis. Should painting be required more often, the Contractor shall paint as necessary to protect the integrity of the equipment and piping. The paint colors shall be in accordance with regulatory standards or as specified by the Utility in the absence of a regulatory standard.

SECTION A.02. WATER DISTRIBUTION SYSTEMS

(A) The Contractor shall operate, maintain, and repair the water transmission, distribution piping, treated water storage, meters and other appurtenances including, but not limited to, the following:

- operate, maintain, and repair the potable water distribution system in accordance with generally accepted industry standards and environmental regulations to provide fresh, contaminant-free water;
- operate, maintain, and repair the reclaimed water distribution system in accordance with generally accepted industry standards and environmental regulations to provide water suitable for irrigation of commercial customers;
- repair any water main breaks, water main leaks, service line breaks, and service line leaks up to the point of customer connection as soon as possible and in all cases within two (2) hours of being notified or otherwise learning of such leak or break;
- Contractor shall not be responsible for repairs on the customer side of the water meter. However, Contractor shall make reasonable effort to notify customer that a leak or break exists and Contractor shall have the right to shut off such service if the leak or break is severe to the extent that it could cause real or property damage;

- In the event of a water main break or other incident that requires a boil water notice to be issued, Contractor shall comply with Utility policies and procedures. Contractor shall provide door hangers or notification signs, as applicable, and content and format will be reviewed and approved by the Utility.
- excavation, backfilling and compaction of such excavations in the course of performing work in the water distribution system;
- for the potable system, regular flushing of dead end system main lines monthly or more often if required;
- for the potable system, flushing of main lines as needed to respond to water quality complaints;
- fire hydrant flow testing as requested by the Utility or Utility Representative;
- record keeping and reporting of all activities and quantities of water discharged from the distribution system that would not be otherwise recorded by a flow meter;
- fire hydrant maintenance, lubrication, repair, and painting. All activities shall be in accordance with NFPA standards. Painting of all fire hydrants shall be completed on at least a three (3) year cycle or as needed to address weathering and corrosion. The maintenance, repair, and painting of all fire hydrants will be as directed by the Public Safety Department. Contractor will be responsible for all labor and materials;
- quarterly exercising and cleaning, if necessary, of all utility interconnect meters to ensure meters are operating properly;
- monitor system water use to ensure that water loss is not greater than ten (10) percent, and if it is found to be increasing or greater than ten (10) percent, perform investigations, address identified issues, and coordinate with Utility and Utility Representative to bring water loss to an acceptable level;
- perform all meter calibrations as required by Applicable Law or permit; and
- exercise all valves at least once a year.

(B) The Contractor agrees to complete work orders for disconnections, reconnections, meter test, commercial meter installation, and other general work orders such as line leaks, valve breaks and damage to appurtenances relating to existing water services or the distribution system in a timely manner and in no event later than forty-eight (48) hours after receipt of a work order unless any delay beyond forty-eight (48) hours is due to an extenuating circumstance, as agreed upon by the Utility, or unavailability of parts, in which case such work will be completed within forty-eight (48) hours after the parts are obtained or the extenuating circumstance is no longer present.

SECTION A.03. STORAGE TANKS

The Contractor shall render predictive and preventive maintenance service to all Utility storage tanks. Such preventive maintenance services at a minimum shall consist of regularly scheduled inspections (inspections by the Contractor, not part of a planned, formal inspection and maintenance program) and adjustment of electrical and mechanical equipment associated with each of the Utility's water storage tanks. When possible, equipment deficiencies detected during inspections shall be corrected prior to leaving job sites. Contractor shall be responsible for storage tank repairs that can be accomplished without the assistance of a storage tank contractor.

The Utility shall maintain a formal inspection and maintenance program for its elevated storage tanks with a qualified contractor. The formal inspection program shall include, but not be limited to, annual inspections, routine washouts, renewal of interior coatings, and renewal of exterior coatings. Contractor shall coordinate with the elevated storage tank maintenance contractor as necessary for the planned inspection and maintenance activities.

Inspection, maintenance, and repair activities that require the expertise and capabilities of a tank contractor shall be paid for by the Utility. Contractor shall provide assistance as needed and in accordance with the scope of services contemplated by this Agreement.

SECTION A.04. WASTEWATER PUMPING FACILITIES

(A) Contractor shall operate, maintain, and repair the wastewater pumping facilities, and their respective appurtenances to ensure free-flowing conditions and eliminate overflows. Activities shall include, but are not limited to, the following:

- (1) Monitoring of lift or pumping stations for emergency conditions
- (2) Timely response to all alarms that occur at the wastewater pumping facilities and timely response to all work orders and service requests.
- (3) Maintenance operation and repair of the radio telemetry system if any
- (4) Regularly scheduled preventive maintenance inspections and adjustments
- (5) Monitor those wastewater pumping facilities which have the technology for such monitoring for all applicable parameters, including, but not limited to:
 - pump running times;
 - water level alarms in wet well;
 - loss of electrical power;
 - thermal overload;
 - pump seal failure; and
 - potable water and/or irrigation system pressure.
- (6) The Contractor shall provide predictive and preventive maintenance service with respect to the wastewater pumping facilities including, but not limited to:
 - regularly scheduled inspections;
 - adjustment of electrical and mechanical equipment;
 - check control panels for proper operation;
 - check pump running times;
 - check remote telemetry units for proper operation;
 - maintain the station's alarm lights and replace bulbs as necessary;
 - check the wet well levels for proper distance of pumping as necessary;
 - clean out pumps as necessary;
 - exercise all station valves at least once a year; and
 - clean check valves as necessary.

- (7) Repair and rehabilitate pump stations including, but not limited to, the following:
- repairing or replacing gate, check and plug valves;
 - removing and reinstalling pumps and motors for repair;
 - repairing or replacing motors and pumps;
 - furnishing a crane truck if Utility-owned crane truck is not adequate;
 - repairing or replacing rails, supports, or piping;
 - repairing or replacing electrical panels;
 - rewinding motors;
 - perform confined space activities and follow applicable safety procedures unless such activities are subcontracted, in which case no additional costs shall be incurred by the Utility;
 - repairing and replacing remote telemetry unit components; and
 - annual testing and repair, if necessary, of backflow prevention assemblies located at the wastewater pumping facilities.
- (8) Painting of all exposed equipment and all exposed piping on a 3 to 5 year rotation basis. Should painting be required more often the Contractor shall paint as necessary to protect the integrity of the equipment and piping.

SECTION A.05. WASTEWATER COLLECTION SYSTEMS

(A) The Contractor shall be responsible for the proper operation, maintenance and repair of the collection systems including, but not limited to, the following:

- ten percent (10%) of the collection system will be cleaned on an annual basis so that the entire collection system will be cleaned every ten (10) years; areas cleaned shall be reported monthly to the Utility;
- routine visual inspection and cleaning, if necessary, of identified problem areas at a frequency necessary to prevent system back-ups and overflows;
- timely repair of any sewer line breaks and service line breaks;
- inspection of main pipelines and manholes; and
- exercise force main valves at least once a year and report monthly to the Utility a listing of the valves that were exercised.

(B) The Contractor shall respond to any wastewater collection system Emergency Condition seven (7) days a week twenty four (24) hours a day including, but not limited to, pipeline blockage or potential thereof, or manhole surcharging, as may reported by any source, within the Utility's service area as soon as possible, but in any event, within two (2) hours of being notified or otherwise learning of such or related condition in the wastewater collection system.

(C) The Contractor shall timely, and properly, maintain and repair the wastewater collection and transmission facilities. The Contractor shall take all necessary measures to remedy conditions in the wastewater collection system facilities resulting from a main pipeline blockage and consequential surcharging of such pipelines or manholes and shall be responsible for clean-

up and abatement resulting from such conditions which occur within the wastewater collection system facilities.

SECTION A.06. COMPUTERIZED MAINTENANCE AND RECORDS

The Contractor shall be responsible for performing routine, preventive, predictive, and corrective maintenance procedures for the Utility Facilities and supply all equipment and materials required therefore, all in a manner that assures the readiness and availability of equipment, processes and systems on a consistent basis, and which ensures efficiency, long-term reliability, and conservation of the capital investment in the Utility Facilities.

Contractor shall acquire and utilize a Computerized Maintenance Management System (CMMS) to manage all maintenance, renewals, replacements, and repairs. The CMMS system shall allow electronic remote access by the Utility or Utility Representative to review the maintenance, renewal, replacement, and repair activities of the Contractor, enter work orders, and make other investigations as may be necessary. The CMMS system shall be electronically linked to the Utility's utility billing system.

Maintenance procedures shall include predictive and preventive maintenance and corrective maintenance program components for the Utility Facilities and the Contractor shall perform the following:

- maintain a record of repair and repair history for each piece of equipment or line section;
- schedule preventive and predictive maintenance and maintain records to the level of detail as requested by the Utility;
- maintain records of routine transmission and distribution line repairs;
- maintain records of corrective maintenance;
- issue and monitor work orders;
- maintain a spare parts inventory; and
- issue equipment status and repair priority reports.

SECTION A.07. METER READING, METER FIELD SERVICE, AND METER CHANGE-OUT PROGRAM

(A) The Contractor shall provide all labor and transportation needed to read all Utility commercial and residential meters once a month using Utility provided meter reading equipment. Meter reading data shall be provided to the Utility daily. It shall be the responsibility of the Contractor to ensure that meter readings are collected and transmitted to the utility accounting system in accordance with the timeframes and at the level of accuracy required by this Agreement. Utility shall be responsible for purchase, maintenance, and repair of meter reading equipment. Contractor shall not be held responsible for any action or inaction by the Utility that causes Contractor to be unable to complete the meter reading requirements. Contractor shall follow the performance standards as provided in Appendix B.

(B) Contractor shall provide a sufficient number of qualified field personnel to perform meter service functions, meter field service work orders, and utility system locates required through the Sunshine State One Call system. Contractor shall follow the performance standards provided in Appendix B. The Contractor shall be responsible for utility system locates once

construction of an area is complete, the lines have been cleared for service by FDEP, and record drawings are available.

(C) The Contractor shall complete installation of new commercial meters purchased by the Utility. Installation shall be in a meter-ready service installed by a site contractor. Meter setting shall be completed in a timely manner and in no event later than as follows:

- For meter installations where the meter-ready service is in place, two (2) Business Days from the date the installation work order request is received by the Contractor.
- For meter installations where the meter-ready service is not in place, two (2) Business Days from the date of notification by the developer or customer service personnel that the service has been completed, provided that an installation work order request has been issued.

All materials associated with installation of new commercial meters shall be paid for by the Utility. Contractor shall coordinate with the Utility to ensure that adequate inventory is available so that activities can be completed in a timely manner and in accordance with the Utility schedule. Contractor shall be responsible for ordering and storing the materials. Contractor shall provide information to the Utility so that an accurate inventory of materials can be maintained. Contractor shall follow the performance standards provided in Appendix B.

(D) Once initiated, Contractor shall complete the Utility residential meter change-out program as follows and as more fully described in Appendix B:

- 1,375 residential potable meters shall be replaced by the Contractor each year once the program is initiated, including rebuilding or replacement of the dual check valves and any other meter appurtenance replacement or repair.
- All meters, meter boxes, meter appurtenances, and dual check valves or components that are required shall be paid for by the Utility.
- Contractor shall provide all labor, transportation, and tools necessary to replace the meters, rebuild or replace the dual check valves, replace or repair meter appurtenances, as needed, and replace meter boxes, as needed.
- Any required site restoration shall be the responsibility of the Contractor.

Contractor shall follow the performance standards as provided in Appendix B.

(E) All materials associated with meter installation activities shall be paid for by the Utility. Contractor shall coordinate with the Utility to ensure that adequate inventory is available so that activities can be completed in a timely manner and in accordance with the Utility schedule. Contractor shall be responsible for ordering and storing the materials. Contractor shall provide information to the Utility so that an accurate inventory of materials can be maintained.

(F) Since the Utility is responsible to pay for the materials associated with meter installation activities, Contractor shall not be held responsible for any action or inaction by the Utility that causes Contractor to be unable to complete the meter installation or meter change-out program activities. Contractor shall also not be responsible for not meeting time requirements that are the result of the unavailability of materials. However, the Contractor shall cooperate with the Utility to ensure to the greatest extent possible that needed materials are available on-site to perform the meter installation and meter change-out program activities.

SECTION A.08. EMERGENCIES

The Contractor shall respond to Emergency Conditions of any type at the Utility Facilities on a seven (7) day a week twenty-four (24) hour a day basis without a work order. Such response

shall be initiated as soon as possible, but in no case later than within two (2) hours of being notified or otherwise learning of such Emergency Condition or of any unforeseen combination of circumstances that reasonably calls for immediate action.

SECTION A.09. BUILDING AND GROUNDS

(A) The Contractor shall provide for all janitorial services and products needed for operation and occupation of all Utility Facility buildings. The Contractor shall also be responsible for interior light fixtures and lighting on the water towers.

(B) The Contractor shall at all times maintain the Utility Facility buildings in a clean, orderly, and sanitary condition.

(C) The Contractor shall regularly water, mow, fertilize, prune, and otherwise maintain as necessary the turf, landscaping, and grounds of all fenced plant sites and lift stations, where applicable, included as part of the Utility Facilities. The list of these facility locations will be identified in Utility Contractor column of Appendix J, and may be amended by mutual written agreement of the parties.

(D) The Utility shall be responsible for interior and exterior pest control, exterior lighting fixtures, and maintenance and repair of gates and fencing located at the Utility Facilities.

(E) The Contractor shall not permit the undue accumulation of garbage, trash, rubbish, and other refuse at the Utility Facilities. At its own expense, the Contractor shall store refuse in proper containers and regularly have it removed for proper disposal.

(F) The Contractor shall be responsible to maintain the HVAC systems on the buildings of the Utility Facilities. Maintenance shall include, at a minimum, annual service by a qualified HVAC contractor and routine filter changes in accordance with standard industry practices.

(G) The Utility shall maintain and repair building roofs, gutters, downspouts, and exterior walls (including exterior pressure washing and painting).

**APPENDIX B
METER READING, METER FIELD SERVICE,
AND METER CHANGE-OUT PROGRAM PERFORMANCE STANDARDS**

SECTION B.01. METER READING

(A) The Contractor shall provide all labor and transportation needed to read all commercial and residential meters once a month using Utility provided meter reading equipment. Meter reading data shall be provided to the Utility daily. Utility shall be responsible for purchase, maintenance, and repair of meter reading equipment. Contractor shall not be held responsible for any action or inaction by the Utility that causes Contractor to be unable to complete the meter reading requirements.

(B) All water meters shall be read on a monthly basis. The Utility has a meter reading cycle of no less than twenty-nine (29) days and no more than thirty-two (32) days. Meter reading data files are delivered to the Contractor in the afternoon, meter reading activities shall be completed by the end of the next business day, and the completed meter reading data shall be submitted to the Utility on the following business day in the morning.

(C) For each scheduled meter reading day, meter readers shall be responsible for obtaining the meter reading schedule from the Utility billing personnel, reading the scheduled meters, and returning to the Utility billing office so that the meter reading data file can be uploaded to the Utility billing system.

(D) The Contractor shall adhere to the meter reading schedule set by the Utility.

(E) The Contractor shall monitor all water customer connections to ensure adequate and uninterrupted service. The Contractor shall immediately notify the Utility billing personnel of any issues associated with meters and other service related field conditions, including, but not limited to:

- Broken meters;
- Dead meters;
- Broken valves
- Leaks;
- Service line breaks;
- Illicit connections; and
- Damaged meter boxes.

When the identified issue has the potential to damage property, the Contractor shall be authorized to shut off the water service to prevent property damage. Under this condition, the customer shall be notified as soon as possible.

(F) Meter readers shall input the appropriate trouble codes or error messages into the hand-held meter reading devices in order to properly report to the Utility issues associated with water service to its customers.

(G) The Contractor shall re-read any meter, if so requested by the Utility billing personnel. Re-reads will require a touch pad reading and a visual reading to confirm the initial touch pad reading and verify that it corresponds to the actual meter register. Re-reads shall be performed and reported to the Utility billing personnel by the end of the business day on the date the re-read is issued.

(H) Meter readers are required to read every meter in the scheduled route, including meters that are turned off or are otherwise inactive. Meter readers shall make reasonable attempts to read meters that are difficult to access.

(I) The Contractor shall report all meters that were not able to be read as scheduled to the Utility billing personnel by the end of each scheduled meter reading day. The report must include the reasons the readings could not be obtained.

(J) The Contractor shall immediately notify the Utility upon discovery or suspicion of an illicit connection to the water system. If a meter is present, the Contractor will provide the Utility with the meters, location, serial number, and reading. In all cases, the Contractor shall respond as instructed by the Utility.

(K) Meter reading shall normally be conducted Monday through Friday between the hours of 7 a.m. and 6 p.m., unless otherwise agreed to by the Utility and the Contractor.

(L) The Contractor must have the ability to obtain the meter reading information through use of the Utility's electronic meter reading equipment. The Utility currently uses Itron meter reading software and Associated Systems Inc. utility billing software. The Contractor will typically be required to read an average of 2,500 meters per scheduled meter reading day. The Contractor may be requested to read as few as 2,000 or as many as 7,500 meters in a day under either a pre-arranged or emergency situation. Such schedule modifications shall not constitute a change in the Contractor's scope of services and no additional compensation shall be due to the Contractor.

(M) Meter reading must be performed with an accuracy rate of at least 99.6 percent. Errors are defined as misreads found by field audits, investigations, and readings the following month which are lower than reported the previous month as an accurate read, or customer requested re-reads which, after investigation, a reading error is confirmed. All meter rereads are the sole cost responsibility of the Contractor. The method for calculation of the meter reading accuracy rate will be as follows:

- a. Total Meter Reads shall equal the total number of meters (commercial and residential) calculated as the cumulative sum of the meters read from all of the cycles in a given calendar month.
- b. Skip Reads shall equal the total number of meters that were not read.
- c. Undocumented Trouble Codes shall equal the total number of reads that resulted in a trouble code but no response documentation was provided (i.e., manual read data, field note, explanation of problem, etc.).
- d. Negative Reads shall equal the number of negative reads where no manual read is provided.
- e. Errors caused by meter reading hardware or software failure will not be included in the accuracy calculation.
- f.
$$\text{Accuracy Rate} = 100 \times [(\text{Total Meter Reads} - (\text{Skip Reads} + \text{Undocumented Trouble Codes} + \text{Negative Reads})) / \text{Total Meter Reads}]$$

(N) All meter reading routes are to be completed on the business day following the day that the meter reading data file was provided to the Contractor. Weather conditions, excluding those associated with hurricanes and floods or other life threatening weather conditions, shall not prevent the completion of scheduled meter reading, unless otherwise agreed to by the Utility.

(O) Meter readers must be able to visually read and report a meter reading accurately to the Utility billing personnel. Meter readers must be familiar with multiple meter types including, but not limited to: Sensus, Hersey, Zenner and Amco.

(P) All meter boxes or meter conditions which impose an impediment to readers or citizens must be entered in the hand held devices by the meter readers when observed and promptly reported. Other conditions of special interest that may explain high usage, as well as notification made of suspected leaks found, must also be entered.

(Q) Meter readers shall be trained to properly identify flow on the meters, detect potential leaks or breaks in the meters, lines, valves, or other service appurtenances, communicate and coordinate with the appropriate Utility personnel, and shut off water service when instructed by the Utility.

(R) All meter reading personnel shall maintain a clean, neat, and professional appearance. Meter readers shall be required to wear at all times a uniform and identification badge.

(S) The Contractor shall provide all vehicles necessary to perform meter reading for the Utility. The Contractor's vehicles shall be professionally and safely maintained in a clean and mechanically sound manner. All vehicles shall be clearly marked as a Utility vehicle.

SECTION B.02. METER FIELD SERVICE

(A) The Contractor shall provide a sufficient number of qualified field personnel to perform meter service functions including, but not limited to, the following:

- turn-on and turn-off of customer meters in response to account changes, delinquent accounts, customer requests, or emergencies;
- disconnections and reconnections of service for customers;
- commercial meter installations;
- verify meter sizes;
- verify meter reading accuracy and calibrate meters, if necessary;
- re-read meters;
- repair or replace broken or dead meters;
- repair or replace broken valves;
- repair service line breaks and leaks;
- repair or replace damaged or broken meter boxes;
- investigate and address illicit connections to the water systems;
- utility locates;
- meet with customer at property to discuss and evaluate disputes and provide a report to the Utility; and
- review with customers at their property: how to read meter(s), typical water use, and conservation measures that customer can implement.

(B) All meter field service shall be initiated through work orders generated by the Utility billing personnel. The work orders will provide the customer account number, property owner's name, service address, information on the meter, the previous meter reading, and other details

provided at the time of the call. Information related to the completion of work orders shall be documented by the Contractor. The Contractor shall provide the Utility with a monthly report summarizing all work order activity from the previous month.

(C) The Contractor agrees to complete work orders for disconnections, reconnections, meter tests, commercial meter installations, and other general work orders such as line leaks, valve breaks and damage to appurtenances relating to existing water customer connections in a timely manner and in no event later than forty-eight (48) hours after receipt of a work order unless any delay beyond forty-eight (48) hours is due to an extenuating circumstance, as agreed upon by the Utility, or unavailability of parts, in which case such work will be completed within forty-eight (48) hours after the parts are obtained or the extenuating circumstance is no longer present.

(D) Calls for service shall be received by Utility billing personnel during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Utility recognized holidays. Calls for service after the said hours or on holidays shall be received by Community Watch or a designee determined by the Utility.

(E) The Utility shall immediately contact the Contractor's meter field service personnel via voicemail and email in response to the following reported issues: water service line breaks, water running at the meter, disconnection or reconnection of service, or calls in which Utility staff determines that a visual and physical presence is required in a timely manner.

(F) The Utility will not schedule appointments for service, unless it is determined that this process is to be implemented or meter field service personnel makes such request.

(G) Meter field service personnel must be able to competently and thoroughly complete all work orders, properly communicate and coordinate with the appropriate Utility personnel, and provide the Utility with all required information, including any and all interactions with customers.

(H) The Contractor shall provide calibration and repair services to all types, makes, and models of flow meters, level transducers, process control instrumentation, remote terminal units, and other data transmitting devices. Meters shall be calibrated using certified equipment, the accuracy of which is in accordance with NIST standards. The Contractor shall maintain the certification records of the equipment and provide copies of the certification records upon request by the Utility.

(I) The Contractor shall provide a monthly report of calibration services performed during the previous month. The report shall contain a calibration sheet for each flow meter, level transducer, process control instrument, remote terminal unit, or any other data transmitting device that was calibrated during the previous month. The report shall include, but not be limited to, the following:

- name and location of the meter or other data transmitting device;
- date of calibration;
- type of meter or other data transmitting device;
- manufacturer and serial number;
- calibration data;
- notations of any items needing correction; and
- description of the calibration equipment used.

(J) Meters removed from the ground, not part of the meter change-out program, shall be tagged and held for a minimum of thirty (30) days before being declared surplus. Meters and related components that can be re-used shall be salvaged and stored by the Contractor for future use. Meters and related components that cannot be re-used and can be sold for scrap shall be separated, and the Utility shall make provisions for the sale. The Contractor shall follow all surplus provisions as provided for by the Utility. The Contractor will be responsible for the disposal of any non-repairable parts and materials that cannot be sold for scrap.

(K) The Contractor shall utilize quality parts and materials to perform any needed service, maintenance or repair. The Contractor shall maintain a reasonable stock of parts and materials that are available on-site on a twenty-four (24) hour basis to promptly respond to common field meter service, maintenance, and repair issues.

(L) The Contractor shall complete installation of new commercial meters purchased by the Utility. Installation shall be in a meter-ready service installed by a site contractor. Meter setting shall be completed in a timely manner and in no event later than as follows:

- For meter installations where the meter-ready service is in place, two (2) Business Days from the date the installation work order request is received by the Contractor;
- For meter installations where the meter-ready service is not in place, two (2) Business Days from the date of notification by the developer or customer service personnel that the service has been completed, provided that an installation work order request has been issued.

(M) All materials associated with meter setting activities shall be paid for by the Utility. Contractor shall coordinate with the Utility to ensure that adequate inventory is available so that activities can be completed in a timely manner and in accordance with the Utility schedule. Contractor shall be responsible for tracking and storing the materials. Contractor shall provide information to the Utility so that an accurate inventory of materials can be maintained.

(N) Since the Utility is responsible to pay for the materials associated with meter setting activities, Contractor shall not be held responsible for any action or inaction by the Utility that causes Contractor to be unable to complete the meter setting activities. Contractor shall also not be responsible for not meeting time requirements that are the result of the unavailability of materials. However, the Contractor shall cooperate with the Utility to ensure to the greatest extent possible that needed materials are available on-site to perform the meter setting activities.

(O) Sunshine State One Call requests that are received by the Utility via email will be printed at 8:00 a.m., 12:00 p.m., and 2:00 p.m. each day. The Contractor shall pickup printed emails, identify locates, code the emails, and return them based upon the requirements of the Sunshine State One Call System so that no late charge is applied. Any late charges that are generated by the inaction of the Contractor will be the responsibility of the Contractor. Such charges will be deducted from the monies due to the Contractor under this Agreement.

(P) At the request of the Utility or Utility Representative, the Contractor shall perform general utility locates.

(Q) The Contractor shall be responsible for repairing any and all damages caused to residential and commercial customer's property or other property as a result of service work performed. In all circumstances, the Contractor shall restore the damaged property to its original state in a timely manner and in no event later than forty-eight (48) hours after completion of the service work unless any delay beyond forty-eight (48) hours is due to an extenuating circumstance, as agreed upon by the Utility, or unavailability of materials, in which case such work

will be completed within forty-eight (48) hours after the materials are obtained or the circumstance is no longer present. Unless the service work and related damage are the result of an Act of God, the costs for such will be the sole responsibility of the Contractor.

(R) All meter field service personnel shall maintain a clean, neat, and professional appearance. Meter field service personnel shall be required to wear at all times a uniform and identification badge.

(S) The Contractor shall provide all vehicles necessary to perform field customer service for the Utility. The Contractor's vehicles shall be professionally and safely maintained in a clean and mechanically sound manner. All vehicles shall be clearly marked as a Utility vehicle.

(T) The Contractor shall respond to Emergency Conditions of any type for Utility customers on a seven (7) day a week, twenty-four (24) hour a day basis without a work order. Such response shall be initiated as soon as possible, but in no case later than within two (2) hours of being notified or otherwise learning of such Emergency Condition or of any unforeseen combination of circumstances that reasonably calls for immediate action.

SECTION B.03. METER CHANGE-OUT PROGRAM

(A) The Contractor shall provide a sufficient number of qualified field personnel to perform the meter change-out program once the program is initiated.

(B) The Contractor will execute the Utility's meter change-out program to ensure that every residential customer meter is replaced at least once every ten (10) years. The Contractor shall complete the Utility residential meter change-out program as follows:

- 1,375 residential potable meters shall be replaced by the Contractor each year once the program is initiated, including rebuilding or replacement of the dual check valves and any other meter appurtenance replacement or repair.
- All meters, meter boxes, meter appurtenances, and dual check valves or components that are required shall be paid for by the Utility.
- Contractor shall provide all labor, transportation, and tools necessary to replace the meters, rebuild or replace the dual check valves, replace or repair meter appurtenances, as needed, and replace meter boxes, as needed.
- Any required site restoration shall be the responsibility of the Contractor.

(C) All materials associated with meter change-out program activities shall be paid for by the Utility. Contractor shall coordinate with the Utility to ensure that adequate inventory is available so that activities can be completed in a timely manner and in accordance with the Utility schedule. Contractor shall be responsible for tracking and storing the materials. Contractor shall provide information to the Utility so that an accurate inventory of materials can be maintained.

(D) Since the Utility is responsible to pay for the materials associated with meter change-out program activities, Contractor shall not be held responsible for any action or inaction by the Utility that causes Contractor to be unable to complete the meter change-out program activities. Contractor shall also not be responsible for not meeting time requirements that are the result of the unavailability of materials. However, the Contractor shall cooperate with the Utility to ensure to the greatest extent possible that needed materials are available on-site to perform the meter change-out program activities.

(E) The Contractor shall be responsible for planning and implementing the meter change-out program schedule, once the program is initiated. On a daily basis, the Contractor shall provide the Utility with the meter change-out schedule so that the Utility can generate a

written work order for each proposed meter change-out. Each work order for a meter change-out will provide the customer account number, property owner name, service address, details on the existing meter, and the previous meter reading.

(F) Prior to installation of a new meter, meter change-out program personnel shall remove the label from the new meter and affix it to the work order specific to the customer. On the work order, meter change-out program personnel will record the date and time of the new meter's installation, name of person performing work, size and final register reading of the old meter, and details on the new meter (including make, model, serial number, size, multiplier value, and initial register reading).

(G) At the completion of installation of a new meter, meter change-out program personnel shall confirm that all fittings and meter appurtenances are secure and free from leaks. Meter change-out program personnel will also ensure that the meter box lid sets firm and flush in the meter box.

(H) At each residence where a meter has been changed, meter change-out personnel shall place a door hanger on the front door of the residence. The door hanger shall describe what has occurred, the reason for the meter change, and the possible water billing impact. Door hangers will be provided by the Contractor. Content and format of the door hanger will be reviewed and approved by the Utility.

(I) If meter change-out personnel encounter a resident, personnel shall verbally convey the same information as is on the door hanger to the resident. The door hanger can also be handed to the resident in lieu of placing it on the front door.

(J) Meter change-out program personnel shall complete and return all program related work orders to the Utility within one (1) business day of installation.

(K) In order to be conducive to the Utility's budgetary guidelines, the Contractor shall complete each utility's annual meter change-outs prior to September 1st of each applicable fiscal year.

(L) All meter change-out program personnel shall maintain a clean, neat, and professional appearance. Meter change-out program personnel shall be required to wear at all times a uniform and identification badge.

(M) The Contractor shall provide all vehicles necessary to perform the meter change-out program. The Contractor's vehicles shall be professionally and safely maintained in a clean and mechanically sound manner. All vehicles shall be clearly marked as a Utility vehicle.

(N) The Contractor shall submit to the Utility on a weekly basis a status report for each utility that lists the meter change-outs completed during the previous week and an update to the status of the program. The report shall include, but not be limited to, the following information:

- Date through which the report provides an update to the program;
- Number of meters changed since the prior weekly report. Include information on the number of each size and type that was changed by utility;
- Update to the on-site inventory by utility of meters and repair parts.

APPENDIX C REPORTS

SECTION C.01. BASIC OPERATION AND MAINTENANCE SERVICE REPORT

In addition to the reports required as described elsewhere in the Agreement pertaining to Operation and Maintenance Service, the Contractor shall submit to the Utility or Utility Representative, no later than the fifteenth (15th) day of each month, a report by system or owner, as applicable, for the previous month consisting of the following applicable items:

(A) Description of any emergencies and incidents occurring during the month including, but not limited to:

- (1) operational anomalies or other emergencies which had a material adverse impact on customer service or the public;
- (2) environmental incidents;
- (3) system failures;
- (4) Utility Facilities stress situations; and
- (5) work order log detailing when work orders were received and completed, location of event, and work performed.

(B) Events and situations described in (A)(1), (A)(2), and (A)(3) above shall be reported to the Utility or Utility Representative by telephone as soon as possible and in all cases within twenty-four (24) hours after the Contractor becomes aware of the event or situation and makes an assessment of impacts thereof followed by a written report within five (5) Business Days thereafter.

(C) Description of regulatory matters including, but not limited to:

- (1) regulatory notices and responses thereto;
- (2) requirement for any public notices;
- (3) inspections or visits to Utility Facilities by regulatory agencies; and
- (4) implementation of new regulatory requirements.

(D) Progress report including, but not limited to:

- (1) material operational changes;
- (2) maintenance activities; and
- (3) Renewal, Replacement, and Repair activities.
 - a) For any item installed with a material cost of \$5,000 or greater, Contractor shall provide the following: manufacturer, model, description, serial number, location installed, and date the item was placed into service.

(E) Treatment and distribution data including, but not limited to:

Potable Water

- (1) Total water pumped from each well;
- (2) Total water treated and provided to the distribution system by each Water Treatment Plant;

(3) Unaccounted for water. Provide monthly data and a running 12-month average.

(4) Listing of valves exercised.

Wastewater

(1) Total wastewater treated;

(2) Total reclaimed wastewater delivered for irrigation use;

(3) Total wastewater disposed of in the rapid infiltration basins.

(4) Listing of valves exercised.

(5) Listing of areas of the collection system that were cleaned.

All the above information shall be reported monthly to the Utility or Utility Representative. The Utility or Utility Representative reserves the right to make modifications or additions to the reports required to be submitted by the Contractor, if the current reports are found to be inadequate for management of the operation, maintenance, and repair activities of the Contractor. Such changes may relate to content or frequency and will not be considered as a modification to the scope of services of the Contractor.

APPENDIX D SCHEDULE OF INSURANCE

A Certificate of Insurance will be furnished by the Contractor prior to commencement of the Agreement and as necessary to demonstrate that policies are in force. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the Utility. The Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance as will protect him/her from claims which may arise out of or result from the Contractor's operations under the terms and conditions of the Agreement. The Utility shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

- **General Liability.** Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$2,000,000 per occurrence and \$5,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, subconsultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. Utility shall be named as Additional Insured.
- **Pollution Liability.** Contractor shall obtain, and maintain throughout the life of the Agreement, Pollution Liability Insurance in an amount no less than \$2,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage.
- **Automobile Liability Insurance** covering all automobiles and trucks the Contractor may use in connection with this Agreement. The limit of liability for this coverage shall be a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. Utility shall be named as Additional Insured.
- **Excess Liability Insurance (Umbrella Policy).** Contractor shall obtain, and maintain throughout the life of the Agreement, Excess Liability Insurance in an amount no less than \$10,000,000 per occurrence.
- **Waiver of Subrogation:** Contractor agrees to a Waiver of Subrogation for each policy required above.
- **General Aggregate Limit.** The general aggregate limit shall apply per Owner.
- **Workers' Compensation Insurance,** as required by the State of Florida. Contractor and any subconsultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.
- **Certificate(s) shall be dated and show:**
 - The name of the insured Contractor, the specified project by name, the RFP number, the name of the insurer, the number of the policy, its effective date and its expiration date.

- Statement that the insurer will mail notice to the Utility at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- Subrogation of Waiver clause.
- Central Sumter Utility Company, LLC shall be a named additional insured on General Liability, Pollution Liability, Automobile Liability, and Excess Liability Insurance.
- The Contractor shall require of each its subconsultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its subconsultants and/or subcontractors in its policy as described above.
- All insurance policies shall be written on companies authorized to do business in the State of Florida.

APPENDIX E
ANNUAL PREVENTIVE MAINTENANCE PLAN

<i>Water Treatment Plants</i>		
Facility Component	Maintenance Activity	Frequency
General	Visual inspection of all treatment plant grounds, building(s), structures, equipment, components, and processes; address deficiencies as necessary	Daily
Storage Tanks	Check access ladder security and man-way hatch to ensure all is secure	Monthly
	Inspect lighting on all water towers; replace bulbs or fixtures as necessary	
	Inspect all controls, electrical and mechanical equipment, and stand-by power; adjust and repair as necessary	
	Visually inspect storage tanks for defects, leaks, and sanitary deficiencies	Semi-annually
	Inspect overflow vent screens; clean and repair as necessary	
Force Draft Aerators	Check that air intake of centrifugal blower/fan is free from debris	Monthly
	Service centrifugal blower/fan to include: 1) cleaning of unit 2) inspect drive belts for proper tension and for wear; adjust as necessary and 3) check for excessive vibrations and bearing temperature	Quarterly
	Check centrifugal blower/fan runtime and grease bearings per manufacturer recommendation	
	Verify that water level in tower is within normal operating range	
	Service centrifugal blower/fan to include: 1) resistance testing of motor to verify that the integrity of the winding insulation has been maintained 2) check that all electrical connectors are secure	Semi-annually
	Inspect the weir trough, spray nozzles, packing media, and mist eliminator of the stripping tower for accumulation of sludge, scale, or slime; clean and adjust as necessary	
Biofilters	Visually inspect media surface for proper air flow and indications of biological fouling; address as necessary	Monthly
	Visually confirm flow through strainer/filter and clean as necessary	
	Inspect sump pumps to include: 1) check for proper and unobstructed float operation and 2) listen for proper check valve operation	
	Confirm even flow and spray patterns from all nozzles; clean and adjust as necessary	Quarterly
	Remove condensation from tubing between air flow transmitter and pitot tubes	
	Check amperage on each leg of the sump pumps	Semi-annually

	Service all gauges and transmitters to include: 1) confirming calibration and 2) cleaning and removal of internal debris	
	Clean and inspect sump pump cables and connections	
	Perform motor circuit testing on sump pumps to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	Annually
	Inspect fiberglass cover and ducts; clean and repair damage as necessary	
Chlorine Gas Storage & Feed System	Inspect cylinder scales, chlorine analyzer, breathing apparatus, cross ventilation and tubing from switch over valve to header pipe.	Monthly
	Inspect booster pump for proper operation; check oil levels (if applicable)	
	Inspect chlorine injection points; clean as necessary	
	Test chlorine system alarms for proper functioning	
	Check for proper vacuum	Semi-annually
	Inspect gas pipe mounting brackets to ensure they are secure	
	Replace tubing and ferules from switch-over valve to header pipe	Annually
	Check vent line to ensure it is free of obstructions	
	Inspect system for leaks	
	Service booster pump per manufacturer recommendation	
	Service the chlorinators, switch-over valves, and rotameters	
	Calibrate the chlorine analyzer and leak detector	
	Check loss of vacuum monitor	
Acid Storage & Feed System	Visual inspection of storage tank for damage, deterioration, and leaks.	Monthly
	Check storage tank level indicator for proper functioning	
	Inspect metering pumps for proper operation; check oil levels (if applicable) and inspect lines for wear or discoloration	
	Clean metering pumps	Quarterly
	Test acid system alarms for proper functioning	
	Inspect storage tank and all feed pipes, fittings, and appurtenances; repair and replace as necessary	Semi-annually
	Service metering pumps to include: 1) replacement of any diaphragms, ball checks, springs, seats, rollers, tubing, and fittings and 2) calibrate pump output	Annually
	Calibrate level indicator	
Centrifugal Motors	Check motor oil level	Monthly
	Check motor for vibration or noise	
	Clean Unit	
	Check motor for high temperature or overheating	Quarterly
	Check bearing temperature	
	Perform vibration analysis	Annually

	Grease motor bearings per manufacturer recommendation	
	Change oil (use oil type specified by manufacturer)	
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
Centrifugal Pumps	Monitor pump discharge pressure via SCADA system	Daily
	Check pump run times	Weekly
	Visual inspection of clear well structure for debris, deterioration, and damage; clean and repair as necessary	
	Check stuffing box gland and packing and adjust as necessary	
	Check pump for vibration or noise	Monthly
	Clean Unit	
	Check belt coupling alignment (if applicable)	Semi-annually
	Inspect mounting and coupling fasteners to ensure they are secure	Annually
	Perform vibration analysis	
	Check flow and pressure versus pump capacity rating; address as necessary	
Vertical Motors	Check motor oil level	Monthly
	Check motor for high temperature or overheating	
	Check motor for vibration or noise	
	Clean Unit	
	Check bearing temperature	Quarterly
	Grease motor bearings per manufacturer recommendation	Annually
	Change oil in upper bearing (use oil type specified by manufacturer)	
	Perform vibration analysis	
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
Vertical Pumps	Check pump run times	Weekly
	Verify that pre-lube solenoid is operating properly	
	Check stuffing box gland and packing and adjust as necessary	
	Check pump for vibration or noise	Monthly
	Check pump discharge pressure and flow	
	Check coupling alignment	Annually
	Perform vibration analysis	
	Check flow and pressure versus pump capacity rating; address as necessary	
Motor Control Centers	Check control panels and telemetry systems for proper operation; address as necessary	Daily
	Confirm that HVAC system is cooling and thermostat is set appropriately	
	Check cabinet cooling fans and filters for proper operation; clean, repair, and replace as necessary	Weekly

	Test treatment plant alarm functions	Monthly
	Test backup batteries and replace as necessary	
	Verify accuracy of remote telemetry system data; calibrate as necessary	
	Check all indicator lights and replace bulbs as necessary	Quarterly
	Check all switches and buttons for proper operation	Semi-annually
	Ensure all cabinet doors seal properly when closed	
	Check operation of all VFDs by cycling each through entire speed range	
	Clean exterior and interior of all MCC cabinets	Annually
	Check motor starter contacts for pitting, oxidizing, etc.; clean and replace as necessary	
	Check disconnect breaker and starter for loose wire connections, arcing, or hot spots	
	Inspect all insulators, braces, and barriers for signs of arcing damage, excessive heat, or cracking; adjust as necessary	
	Perform infrared testing of connections for hot spots; address as necessary	
	Verify that all wire bundles are tied together; adjust as necessary	
	Check all panduit panels for proper placement and adjust as necessary	
	Check mechanical linkage to ensure smooth operation	
	Inspect transfer switch and relays for proper operation	
Meters, Gauges, & Instrumentation	Inspect all meters, gauges, and instrumentation for proper function; clean and repair as necessary	Daily
	Inspect all sensory components for debris or damage; clean and repair as necessary	Monthly
	Calibrate all applicable meter, gauge, and instrument sensors and analyzers	Quarterly
	Perform self-diagnostics on all applicable devices	
	Have all flow meters tested for accuracy by a certified technician; calibrate as necessary	Annually
	Service all meters, gauges, and instrumentation per manufacturer recommendations	
Valves	Visually inspect all exposed plant valves for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Monthly
	Inspect all plant check valves for proper operation and remove debris as necessary	Quarterly
	Exercise all plant valves to ensure proper operation; lubricate, repair, or replace as necessary	Annually
Valve Actuators	Inspect all telemetry system equipment; maintain and repair as necessary	Monthly
	Operate unit through entire range; include use of electric actuator and manual operator	Quarterly
	Clean vent plug on reducer	
	Remove cover and lubricate switches	

	Inspect controller connections for tightness or corrosion; clean and adjust as necessary	
	Ensure connection at electrical conduits are secure	
	Inspect exterior coating for wear	
	Inspect and lubricate manual valve operator	Annually
	Change reducer oil (use oil type specified by manufacturer)	Per manufacturer recommendation
Piping, Gaskets, & Fittings	Visually inspect all exposed piping, gaskets, and fittings for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Weekly
	Assess condition of exterior coating for all exposed piping, fittings, and equipment; paint as necessary	Annually
	Paint all exposed piping, fittings, and equipment	Every 3 to 5-Years
Backflow Prevention Assemblies	Visually inspect all devices for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Monthly
	Have certified technician test and certify device; repair and replace as necessary	Annually
Generators	Exercise generators for one (1) hour	Weekly
	Check fuel level, if less than 1/2 full, then refill tank	
	Check air filter and clean or replace as necessary	Monthly
	Clean debris from around generator	
	Test Automatic Transfer Switch for proper operation to include: 1) Shut off main station disconnect (generator should start and begin to operate station) 2) Allow generator to run under load for four (4) hours 3) return the main disconnect to its "normal" power source and 4) allow generator to cool off and shut down automatically; replenish fuel as necessary	Quarterly
	Inspect integrity of enclosure; repair and paint as necessary	Annually
HVAC	Inspect unit for proper operation and service unit per manufacturer recommendations	
	Replace air filter	Monthly
	Inspect interior and exterior for damage	Annually
	Ensure that condensate drain is running freely	
	Clean debris from around compressor	
	Check unit for overall proper operation	
Buildings & Grounds	HVAC annual service by qualified HVAC contractor	
	Visual inspection of all treatment plant grounds and buildings; address deficiencies as necessary	Daily
	Inspect all interior light fixtures; replace bulbs as necessary	Weekly
	Inspect grounds for open holes, trip hazards, leaks, and standing water; address as necessary	
	Verify door locks work properly and plant is secure	
	Test all emergency eyewash/shower stations for proper operation; clean and repair as necessary	

	Irrigate, mow, fertilize, prune, and otherwise maintain the turf, landscaping, and grounds inside of all fenced-in areas	Every 2-Weeks
	Perform general interior cleaning	Monthly
	Test all exit signs and emergency lights; replace bulbs and batteries as necessary	Quarterly
	Clean and inspect all safety equipment, including lock-out tags and breathing apparatus; repair and replace as necessary	
	Assess condition of exterior coating for all exposed equipment and piping; paint as necessary	Annually
	Paint all exposed equipment and piping	Every 3 to 5-Years
Water Distribution System		
Facility Component	Maintenance Activity	Frequency
General	Flush all system main line dead ends	Quarterly
Valves	Visually inspect all air release valves for proper function	Quarterly
	Exercise all system main line valves to ensure proper operation; repair and replace as necessary	Annually
Utility System Emergency Interconnections	Inspect bi-directional flow meters and displays for proper operation; clean and repair as necessary	Quarterly
	Inspect meter vault interiors for debris, damage, or evidence of standing water; clean and repair as necessary	Semi-annually
	Check gaskets on flow meter vault lids (if applicable) for damage, deterioration, and proper seal; clean, adjust, and replace as necessary	
	Have all bi-directional flow meters tested for accuracy by a certified technician; calibrate as necessary	Annually
	Exercise all system emergency interconnection valves; repair or replace as necessary	
	See "Local Control Panels" for required maintenance activities on system emergency interconnection control panels	
	See "Valve Actuators" for required maintenance activities on system emergency interconnection valve actuators	
Valve Actuators	Inspect all telemetry system equipment; maintain and repair as necessary	Monthly
	Operate unit through entire range; include use of electric actuator and manual operator	Quarterly
	Clean vent plug on reducer	
	Remove cover and lubricate switches	
	Inspect controller connections for tightness or corrosion; clean and adjust as necessary	
	Ensure connection at electrical conduits are secure	
	Inspect exterior coating for wear	
	Inspect and lubricate manual valve operator	Annually
	Change reducer oil (use oil type specified by manufacturer)	Per manufacturer recommendation

Local Control Panels	Check control panel and telemetry system for proper operation	Weekly
	Test all system alarm functions	Monthly
	Test backup batteries and replace as necessary	
	Check all indicator lights and replace bulbs as necessary	Quarterly
	Check all switches and buttons for proper operation	Semi-annually
	Ensure all cabinet doors seal properly when closed	
	Clean exterior and interior of cabinet(s)	Annually
	Inspect all insulators, braces, and barriers for signs of arcing damage, excessive heat, or cracking	
	Perform infrared testing of connections for hot spots; address as necessary	
	Check all panduit panels for proper placement and adjust as necessary	
	Verify that all wire bundles are tied together; adjust as necessary	
Wastewater Collection System		
Facility Component	Maintenance Activity	Frequency
General	Clean ten percent (10%) of the collection system	Annually
Lift Stations	Visually inspect lift station for proper operation	Weekly
	Check pump run times	
	Inspect all check valves for proper operation and remove debris as necessary	Quarterly
	Check all potable and non-potable utility system pressure nodes (if applicable) for proper operation; clean, repair, and replace as necessary	
	Inspect wet well structure for proper operation to include: 1) check for signs of coating deterioration 2) ensure adequate flow through structure and 3) test all floats for proper operation	
	Inspect and clean as necessary all cables, float switches, and lifting chains/rails for the submersible pumps	Semi-annually
	Inspect wet well structure for excessive build-up of fats, oils, and grease; clean as necessary	
	Check amperage on each leg of each submersible pump	Annually
	Check flow and pressure versus pump curve to verify proper operation	
	Check condition of volute, impeller, and wear ring of each submersible pump; clean, adjust, and replace as necessary	
	Perform motor circuit testing on each submersible pump to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
	See "Generators" for required maintenance activities on lift station generators	
	See "Local Control Panels" for required maintenance activities on lift station control panels	

Valves	Visually inspect all air release valves for proper function	Quarterly
	Exercise all force main valves to ensure proper operation; repair and replace as necessary	Annually
Generators	Exercise generators for one (1) hour	Weekly
	Check fuel level, if less than 1/2 full, then refill tank	
	Check air filter and clean or replace as necessary	Monthly
	Clean debris from around generator	
	Test Automatic Transfer Switch for proper operation to include: 1) Shut off main station disconnect (generator should start and begin to operate station) 2) Allow generator to run under load for four (4) hours 3) return the main disconnect to its "normal" power source and 4) allow generator to cool off and shut down automatically; replenish fuel as necessary	Quarterly
	Inspect integrity of enclosure; repair and paint as necessary	Annually
	Inspect unit for proper operation and service unit per manufacturer recommendations	
Local Control Panels	Check control panel and telemetry system for proper operation	Weekly
	Check cabinet cooling fans (if applicable) for proper operation; repair and replace as necessary	
	Test all lift station alarm functions (i.e. visual/audio and remote telemetry)	Monthly
	Test backup batteries and replace as necessary	
	Check all indicator lights and replace bulbs as necessary	Quarterly
	Check all switches and buttons for proper operation	Semi-annually
	Ensure all cabinet doors seal properly when closed	
	Clean exterior and interior of cabinet(s)	Annually
	Check motor starter contacts for pitting, oxidizing, etc.; clean and replace as necessary	
	Check disconnect breaker and starter for loose wire connections, arcing, or hot spots	
	Perform infrared testing of connections for hot spots; address as necessary	
	Inspect all insulators, braces, and barriers for signs of arcing damage, excessive heat, or cracking	
	Check all panduit panels for proper placement and adjust as necessary	
	Verify that all wire bundles are tied together and adjust as necessary	

Wastewater Treatment Plants		
Facility Component	Maintenance Activity	Frequency
General	Visual inspection of all treatment plant grounds, building(s), structures, equipment, components, and processes; address deficiencies as necessary	Daily
Headworks	Grease bar screen guide rails (if applicable)	Monthly
	Inspect bar screen rake for proper meshing with rack (if applicable)	
	Inspect bar screen brush for wear and material build-up (if applicable); clean and replace as necessary	
	Check bar screen spray nozzles for proper functioning (if applicable); clean and adjust as necessary	
	Inspect channel covers for proper sealing; reposition or replace covers as necessary	
	Check bar screen chain tensioners (if applicable); replace as necessary	Quarterly
	Inspect bar screen tracking (if applicable)	Semi-annually
	Inspect bar screen rake for wear (if applicable)	
	Inspect bar screen wiper blade for wear and alignment (if applicable)	
	Verify proper operation of bar screen micro-switches (if applicable)	
	Inspect bar screen seal at floor and sides (if applicable)	
	Isolate and drain channel; inspect channels, gates, and piping for corrosion and deterioration of coating	Annually
See "Slow Speed Gearboxes" for required maintenance activities on bar screen drive assembly		
Surge Tank	Backwash jet aeration headers	Quarterly
	Inspect basin, equipment, and appurtenances	Annually
	Check grit level; clean as necessary	
	Inspect jet aeration conveyance lines to include: 1) check for damage and deterioration 2) check bolts for secure fastening and 3) ensure that all fasteners, supports, and flanges have solid connections	Every 2-Years
	Inspect jet aeration nozzles for debris; clean as necessary	
	See "Blowers" for required maintenance activities on blowers	
	See "Submersible Pumps & Mixers" for required maintenance activities on submersible pumps	
Biofilter	Visually inspect media surface for proper air flow and indications of biological fouling; address as necessary	Quarterly
	Confirm even flow and spray patterns from all nozzles; clean and adjust as necessary	
	Visually confirm flow through strainer/filter and clean as necessary	
	Sample and analyze activated carbon for CCl4 activity	
	Remove condensation from tubing between air flow transmitter and pitot tubes	
	Ensure level switches have clean paths for movement	

	Inspect humidification packing for debris or particulate build-up; clean as necessary	
	Confirm proper irrigation of humidification packing	
	Inspect mist-eliminator for debris or particulate build-up; clean as necessary	
	Service all gauges and transmitters to include: 1) confirming calibration and 2) cleaning and removal of internal debris	Semi-annually
	Inspect fiberglass vessel; clean and repair damage as necessary	Annually
	Store and maintain all spare parts per manufacturer recommendations	
	See "Blowers" for required maintenance activities on blowers	
	See "Centrifugal Motors" for required maintenance activities on centrifugal motors	
	See "Centrifugal Pumps" for required maintenance activities on centrifugal pumps	
Oxidation Ditches	Clean dissolved oxygen probes	Monthly
	Grease shaft and zerks on handle of flow control structure/slucie gate	Semi-annually
	Exercise flow control structure/slucie gate	
	Inspect basin, equipment, and appurtenances	Annually
	Check grit level; clean as necessary	
	See "Submersible Pumps & Mixers" for required maintenance activities on mixers	
	See "Slow Speed Gear Boxes" for required maintenance activities on aerators	
Clarifiers	Inspect weirs, launders, and channels; clean as necessary	Weekly
	Inspect weirs for uniform distribution of flow	
	Check skimmer for smooth action over scum beach	Monthly
	Inspect basin, equipment, and appurtenances	Annually
	Inspect skimmer wiper blade, poly wear blocks, and springs; replace as necessary	
	Inspect sludge header for loose or missing bolts	
	Check neoprene fluidized scraper on header	
	Flush out suction header with water	
	Clean, prep, and paint surfaces as necessary	
	See "Submersible Pumps & Mixers" for required maintenance activities on submersible pumps	
	See "Slow Speed Gear Boxes" for required maintenance activities on gear boxes	
Traveling Bridge Filters	Check for proper Indexing and adjust as necessary	Monthly
	Clean algae build-up from troughs	
	Verify proper operation of micro-switches	Quarterly
	Lubricate drive chain	
	Super-chlorinate media; drain and flush to remove chlorine residual	Semi-annually
	Air scour filter chambers	
	Inspect travel rails for indication of wear	
	Check chain and sprocket alignment and tension	
	Check backwash boot for proper sealing	Annually

	Ensure wheel retaining rings are secure	
	Ensure sprocket set screws are secure	
	Check media depth and compare to manufacturer recommendation	
	See "Submersible Pumps & Mixers" for required maintenance activities on submersible pumps	
Chlorine Contact Chamber	Drain basin; inspect and clean basin, equipment, and appurtenances	Annually
Rapid Infiltration Basins (RIBs)	Inspect for excessive vegetation on basin bottom; till as necessary to maintain proper percolation	Quarterly
	Inspect discharge structures; clean and repair as necessary	Semi-annually
Reclaimed Water Storage Basins	Visually inspect basin banks and water surface for indications of damage to basin liner: repair as necessary	Weekly
	See "Vertical Motors" for required maintenance activities on vertical motors	
	See "Vertical Pumps" for required maintenance activities on vertical pumps	
Return Activated Sludge (RAS) System		
	See "Centrifugal Motors" for required maintenance activities on centrifugal motors	
	See "Centrifugal Pumps" for required maintenance activities on centrifugal pumps	
Waste Activated Sludge (WAS) System		
	See "Centrifugal Motors" for required maintenance activities on centrifugal motors	
	See "Centrifugal Pumps" for required maintenance activities on centrifugal pumps	
Sludge Storage Tank	Inspect diffusers by observance of uniform surface mixing; pull and clean as necessary	Quarterly
	Check proper operation of telescoping valves	
	Drain basin; inspect and clean basin, equipment, and appurtenances	Annually
	Inspect rubber flapper check valve function for the diffusers; replace as necessary	
	See "Blowers" for required maintenance activities on blowers	
Belt Conveyor	Clean any build-up between main rollers and belt	Monthly
	Grease idler rollers	
	Inspect seam wear belt joins for signs of wear	Quarterly
	Check belt tracking for proper alignment	
	Check belt tension	
	Verify proper operation of emergency stop cable	
Belt Filter Press	Grease roller bearings	Monthly
	Inspect doctor blades for edge wear and edge surface contact with belt; replace as necessary	
	Clean and flush belt wash boxes	
	Inspect spray wash nozzles to ensure they are free from obstruction; clean as necessary	
	Grease rack and pinion mechanism	

	Service air compressor to include: 1) check v-belt 2) check oil and inspect for oil leaks 3) clean or replace air filter 4) drain condensate from air tank and inspect for air leaks and 5) clean cooling fins	
	Inspect belt seam for signs of wear	Quarterly
	Inspect gravity zone skirts to ensure seal	
	Test tracking mechanisms for proper operation	
	Inspect gravity zone plows for signs of wear	Semi-annually
	See "Slow Speed Gear Boxes" for required maintenance activities on gear boxes	
Plant Lift Stations	Visually inspect lift station for proper operation	Weekly
	Inspect wet well structure for proper operation to include: 1) check for signs of coating deterioration 2) ensure adequate flow through structure and 3) test all floats for proper operation	Quarterly
	Inspect wet well structure for excessive build-up of fats, oils, and grease; drain and clean as necessary	Semi-annually
	See "Motor Control Center" for required maintenance activities on lift station control panel	
	See "Submersible Pumps & Mixers" for required maintenance activities on submersible pumps	
Sodium Hypochlorite Storage & Feed System	Visual inspection of storage tank and feed lines for damage, deterioration, and leaks.	Weekly
	Inspect metering pumps for proper operation; check oil levels (if applicable) and inspect tubing for wear or discoloration	Monthly
	Clean metering pumps	
	Check storage tank level indicator for proper functioning	Quarterly
	Test hypochlorite system alarms for proper functioning	
	Inspect storage tank and all feed lines, fittings, and appurtenances; repair or replace as necessary	Semi-annually
	Service metering pumps to include: 1) replacement of any diaphragms, ball checks, springs, seats, rollers, tubing, and fittings and 2) calibrate pump output	Annually
	Calibrate tank level indicator	
Alum Storage & Feed System	Visual inspection of storage tank and feed lines for damage, deterioration, and leaks.	Monthly
	Inspect metering pumps for proper operation; check oil levels (if applicable) and inspect tubing for wear or discoloration	
	Clean metering pumps	
	Inspect storage tank and all feed lines, fittings, and appurtenances; repair or replace as necessary	Semi-annually
	Service metering pumps to include: 1) replacement of any diaphragms, ball checks, springs, seats, rollers, tubing, and fittings and 2) calibrate pump output	Annually
Polymer Storage & Feed System	Visual inspection of storage tank and feed lines for damage, deterioration, and leaks.	Monthly

	Inspect metering pumps for proper operation; check oil levels (if applicable) and inspect tubing for wear or discoloration	
	Clean metering pumps	
	Inspect storage tank and all feed lines, fittings, and appurtenances; repair or replace as necessary	Semi-annually
	Clean and flush mixing chamber	
	Service metering pumps to include: 1) replacement of any diaphragms, ball checks, springs, seats, rollers, tubing, and fittings and 2) calibrate pump output	Annually
Blowers (w/ Sludge Storage Tank)	Check pump oil levels and pressure; refill as necessary (use oil type specified by manufacturer)	Monthly
	Clean Unit	
	Check air flow	
	Inspect oil connections for leaks	
	Check pump inlet bearing, outlet bearing, and discharge air temperatures with gauge to ensure operation is within thermal limits	Quarterly
	Clean oil breather	
	Check air filter magnehelic (differential pressures) and compare to O&M manual for proper operating range; clean or replace as necessary	
	Check condition of isolation pads and replace as necessary	
	Check belt tension (if applicable)	
	Lockout motor and turn driveshaft by hand to ensure good impeller alignment and no binding	
	Replace air filter	Semi-annually
	Verify proper operation of check valve	
	Change pump oil (if applicable; use oil type specified by manufacturer)	Annually
	Inspect foundation for deficiencies and correct as necessary	
	Align coupling	
	Check pipe supports	
	Check belt alignment (if applicable)	
	Ensure that mounting, coupling, and sheaves fasteners are secure	
	Perform vibration analysis on pump and motor	
	Grease motor and pump (if applicable; use grease type specified by manufacturer)	
Submersible Pumps & Mixers (w/ Oxidation Ditches, Clarifiers, Surge Tank, Plant Lift Stations, & Traveling Bridge Filters)	Check pump run times	Monthly
	Inspect and clean as necessary all cables, float switches, and lifting chains/rails	Semi-annually
	Check amperage on each leg	Annually
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
	Check condition of volute, impeller, and wear ring; clean, adjust, and replace as necessary	

	Check flow and pressure versus pump curve to verify proper operation	
Slow Speed Gear Boxes (w/ Aerators, Clarifiers, & Belt Press)	Lubricate chain drive (if applicable)	Monthly
	Check oil level	
	Remove and clean vent plug	Quarterly
	Change oil (use oil type specified by manufacturer)	Annually
	Ensure that mounting, coupling, and sprocket fasteners are secure	
	Grease motor bearings	
	Check chain/coupling alignment (if applicable)	
	Perform vibration analysis on motor and gearbox	
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
Centrifugal Motors (w/ Biofilter, RAS & WAS)	Check motor oil level	Monthly
	Check motor for vibration or noise	
	Clean Unit	
	Check motor for high temperature or overheating	Quarterly
	Check bearing temperature	
	Perform vibration analysis	Annually
	Grease motor bearings per manufacturer recommendation	
	Change oil (use oil type specified by manufacturer)	
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
Centrifugal Pumps (w/ Biofilter, RAS & WAS)	Check pump run times	Weekly
	Check stuffing box gland and packing and adjust as necessary	
	Check pump for vibration or noise	Monthly
	Check pump discharge pressure	
	Clean Unit	Semi-annually
	Check belt coupling alignment (if applicable)	
	Inspect mounting and coupling fasteners to ensure they are secure	Annually
	Perform vibration analysis	
	Check flow and pressure versus pump capacity rating; address as necessary	
Vertical Motors	Check motor oil level	Monthly
	Check motor for high temperature or overheating	
	Check motor for vibration or noise	
	Clean Unit	
	Check bearing temperature	Quarterly
	Grease motor bearings per manufacturer recommendation	Annually
	Change oil in upper bearing (use oil type specified by manufacturer)	
	Perform vibration analysis	

	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
Vertical Pumps	Check pump run times	Weekly
	Verify that pre-lube solenoid is operating properly	
	Check stuffing box gland and packing and adjust as necessary	
	Check pump for vibration or noise	Monthly
	Check pump discharge pressure and flow	
	Check coupling alignment	Annually
	Perform vibration analysis	
	Check flow and pressure versus pump capacity rating; address as necessary	
Motor Control Centers	Check control panels and telemetry systems for proper operation; address as necessary	Weekly
	Confirm that HVAC system is cooling and thermostat is set appropriately	
	Check cabinet cooling fans and filters for proper operation; clean, repair, and replace as necessary	
	Test treatment plant alarm functions	Monthly
	Test backup batteries and replace as necessary	
	Verify accuracy of remote telemetry system data; calibrate as necessary	
	Check all indicator lights and replace bulbs as necessary	Quarterly
	Check all switches and buttons for proper operation	Semi-annually
	Ensure all cabinet doors seal properly when closed	
	Check operation of all VFDs by cycling each through entire speed range	
	Clean exterior and interior of all MCC cabinets	Annually
	Check motor starter contacts for pitting, oxidizing, etc.; clean and replace as necessary	
	Check disconnect breaker and starter for loose wire connections, arcing, or hot spots	
	Inspect all insulators, braces, and barriers for signs of arcing damage, excessive heat, or cracking; adjust as necessary	
	Perform infrared testing of connections for hot spots; address as necessary	
	Verify that all wire bundles are tied together; adjust as necessary	
	Check all panduit panels for proper placement and adjust as necessary	
	Check mechanical linkage to ensure smooth operation	
	Inspect transfer switch and relays for proper operation	
Meters, Gauges, & Instrumentation	Inspect all meters, gauges, and instrumentation for proper function; clean and repair as necessary	Weekly
	Inspect all sensory components for debris or damage; clean and repair as necessary	Monthly
	Calibrate all applicable meter, gauge, and instrument sensors and analyzers	Quarterly

	Perform self-diagnostics on all applicable devices	
	Have all flow meters tested for accuracy by a certified technician; calibrate as necessary	Annually
	Service all meters, gauges, and instrumentation per manufacturer recommendations	
Valves	Visually inspect all exposed plant valves for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Monthly
	Inspect all plant check valves for proper operation and remove debris as necessary	Quarterly
	Exercise all plant valves to ensure proper operation; lubricate, repair, or replace as necessary	Annually
Valve Actuators	Inspect all telemetry system equipment; maintain and repair as necessary	Monthly
	Remove cover and lubricate switches	Quarterly
	Operate unit through entire range; include use of electric actuator and manual operator	Annually
	Clean vent plug on reducer	
	Inspect controller connections for tightness or corrosion; clean and adjust as necessary	
	Ensure connection at electrical conduits are secure	
	Inspect exterior coating for wear	
	Inspect and lubricate manual valve operator	
Piping, Gaskets, & Fittings	Change reducer oil (use oil type specified by manufacturer)	Per manufacturer recommendation
	Visually inspect all exposed piping, gaskets, and fittings for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Weekly
	Assess condition of exterior coating for all exposed piping, fittings, and equipment; paint as necessary	Annually
	Paint all exposed piping, fittings, and equipment	Every 3 to 5-Years
Backflow Prevention Assemblies	Visually inspect all devices for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Monthly
	Have certified technician test and certify device; repair and replace as necessary	Annually
Generators	Exercise generators for one (1) hour	Weekly
	Check fuel level, if less than 1/2 full, then refill tank	
	Check air filter and clean or replace as necessary	Monthly
	Clean debris from around generator	
	Test Automatic Transfer Switch for proper operation to include: 1) Shut off main station disconnect (generator should start and begin to operate station) 2) Allow generator to run under load for four (4) hours 3) return the main disconnect to its "normal" power source and 4) allow generator to cool off and shut down automatically; replenish fuel as necessary	Quarterly
	Inspect integrity of enclosure; repair and paint as necessary	Annually

	Inspect unit for proper operation and service unit per manufacturer recommendations	
HVAC	Replace air filter	Monthly
	Inspect interior and exterior for damage	Annually
	Ensure that condensate drain is running freely	
	Clean debris from around compressor	
	Check unit for overall proper operation	
	HVAC annual service by qualified HVAC contractor	
Buildings & Grounds	Visual inspection of all treatment plant grounds and buildings; address deficiencies as necessary	Daily
	Inspect all interior light fixtures; replace bulbs as necessary	Weekly
	Inspect grounds for open holes, trip hazards, leaks, and standing water; address as necessary	
	Verify door locks work properly and plant is secure	
	Test all emergency eyewash/shower stations for proper operation; clean and repair as necessary	
	Irrigate, mow, fertilize, prune, and otherwise maintain the turf, landscaping, and grounds inside of all fenced-in areas	Every 2-Weeks
	Perform general interior cleaning	Monthly
	Test all exit signs and emergency lights; replace bulbs and batteries as necessary	Quarterly
	Clean and inspect all safety equipment, including lock-out tags and breathing apparatus; repair and replace as necessary	
	Assess condition of exterior coating for all exposed equipment and piping; paint as necessary	Annually
	Paint all exposed equipment and piping	Every 3 to 5-Years
<i>Reclaimed Water Distribution System</i>		
Facility Component	Maintenance Activity	Frequency
Valves	Visually inspect all air release valves for proper function	Quarterly
	Exercise all system main line valves to ensure proper operation; repair and replace as necessary	Annually
Valve Actuators	Remove cover and lubricate switches	Quarterly
	Operate unit through entire range; include use of electric actuator and manual operator	Annually
	Clean vent plug on reducer	
	Inspect controller connections for tightness or corrosion; clean and adjust as necessary	
	Ensure connection at electrical conduits are secure	
	Inspect exterior coating for wear	
	Inspect and lubricate manual valve operator	
	Change reducer oil (use oil type specified by manufacturer)	Per manufacturer recommendation
Wet Well Structures	Inspect structures for build-up of scum and debris; vac out or drain and clean as necessary	Semi-Annually

Meters	Inspect all meters for proper function; clean and repair as necessary	Monthly
	Check meter vault for positive drainage; restore drainage as necessary	Quarterly
	Have all flow meters tested for accuracy by a certified technician; calibrate as necessary	Every 5-Years

APPENDIX F COMPENSATION AND PAYMENT

SECTION F.01. COMPENSATION

(A) Utility shall pay to Contractor as compensation for services performed under this Agreement a Basic Operation and Maintenance Service Fee as indicated in the Budget Summary for the first year of this Agreement. Subsequent years' Basic Operation and Maintenance Service Fee shall be determined as specified in this Appendix F.

(B) If at any time during the first twelve months following the Commencement Date, (i) Contractor discovers new information about the condition of the Utility Facilities that materially differs from the information provided to or reasonably available to Contractor prior to execution of this Agreement; and (ii) such information substantially impacts the ability of the Contractor to meet the performance objectives described herein or causes a material increase in the operating and maintenance costs incurred by the Contractor to meet such performance objectives, the Contractor shall be entitled to request and negotiate with the Utility an equitable adjustment of the Basic Operation and Maintenance Service Fee for the respective project.

(C) Changes in the Basic Operation and Maintenance Service Fee shall be negotiated annually, six (6) months prior to anniversary of the effective date hereof. Basic Operation and Maintenance Service Fee adjustments shall be negotiated using labor & benefits, chemicals, sludge management and disposal, repairs and other costs as the basis of adjustment. The Utility and Contractor agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Basic Operation and Maintenance Service Fee. In the event that the Utility and Contractor fail to agree, the Basic Operation and Maintenance Service Fee will be increased by four percent (4%) or as calculated using the Basic Operation and Maintenance Service Fee Adjustment Formula shown in Appendix H, whichever is lower. Upon each Agreement year renegotiation, Contractor shall continue to invoice the Utility at the previous amount until the new Agreement year price is agreed upon. Upon written agreement between the parties as to the new Agreement year Basic Operation and Maintenance Service Fee, Contractor shall issue an invoice retroactively adjusting the previous Basic Operation and Maintenance Service Fee amount.

(D) Electrical costs shall be paid directly by the Utility.

(E) The Contractor shall be responsible to pay for all fuel and maintenance associated with Contractor vehicles and equipment, Utility-owned equipment, back-up generators, and other equipment. Contractor's responsibility for fuel costs would not apply to emergency or force majeure events after the first 24 hours.

(F) In the event that a change in the scope of services provided by the Contractor occurs, the Utility and Contractor agree to negotiate a commensurate adjustment in the Basic Operation and Maintenance Service Fee.

SECTION F.02. PAYMENT OF COMPENSATION

(A) One-twelfth (1/12) of the Basic Operation and Maintenance Service Fee for the current year shall be due and payable on the first of the month following each month that services are provided.

(B) Invoices for the Basic Operation and Maintenance Service Fee shall be submitted no later than the first of the month for the services performed the preceding month. Per Chapter 218.74(1), an invoice from the Contractor shall be considered as received when it has been stamped as such by the Utility. Payment by the Utility will be made no later than forty-five (45) days

after the invoice has been received by the Utility. All other compensation to Contractor is payable within thirty (30) days of receipt of Contractor's Utility-approved invoice.

(C) If payment is not made by the Utility to the Contractor within forty-five (45) days, Contractor may assess a late charge in accordance with the provisions of Florida Statutes, Chapter 218, Part VII.

SECTION F.03. BUDGET SUMMARY

Central Sumter Utility Company, LLC

Water Treatment & Distribution System	\$ 503,437.00
Wastewater Collection & Treatment System	\$ 379,786.00
Residential Meter Change-Out Program	\$ 0.00
Commercial Meter Change-Out Program (0 at \$40.00 per meter)	<u>\$ 0.00</u>
TOTAL	\$ 883,223.00

APPENDIX G
BASIC OPERATION AND MAINTENANCE SERVICE FEE ADJUSTMENT

$$ABF = BF \times (1 + AF)$$

Where:

ABF= Adjusted Basic Operation and Maintenance Service Fee for upcoming fiscal year

BF = Basic Operation and Maintenance Service Fee for current fiscal year

$$AF = [((E/100) \times 0.5) + (((C - C_o)/C_o) \times 0.5)] + 0.02$$

E = ECI for Total Compensation, All Civilian Workers, Not Seasonally Adjusted (Employment Cost Index) reported as a 12-month percent change for the first quarter (January, February, and March) of the calendar year prior to the beginning of the period for which an ABF is being calculated. ECI as published by the U.S. Department of Labor, Bureau of Labor Statistics (Series ID CIU1010000000000A).

C_o = Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items, Most Current Base Period as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month that is eighteen (18) months prior to the beginning of the period for which an ABF is being calculated (Series ID CUUR0000SA0).

C = Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items, Most Current Base Period as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month that is six (6) months prior to the beginning of the period for which an ABF is being calculated (Series ID CUUR0000SA0).

APPENDIX H STAFFING PLAN

Position	FTE
Administration Team	
Program Director	0.07
Business Analyst	0.05
Admin Specialist	0.02
Safety Coordinator	0.20
Maintenance Team	
Asset Manager	0.25
Maintenance Manager	0.08
CMMS Administrator	0.10
Condition Assessment PdM Specialist	0.75
Electrician	0.50
W/WWTP Lead Mechanic	0.20
W/WWTP Mechanic	
Support Mechanic	
Lift Station Technician	0.40
Lift Station Mechanic	0.20
Lift Station Inspector/Irrigation PS Inspector	
Irrigation Pump Station Mechanic Specialist	
Irrigation Pump Station Mechanic	
C/D & Field Crew Supervisor	0.10
South Technician	
South Lead	0.40
Field Technicians	0.15
Locator	0.25
Vactor Truck Operator	
Utilities Team	
Utilities Manager	0.10
Water Supervisor	0.25
Meter Changeout Lead	
Meter & Check Valve replacement techs (Meter Technician)	
Vactor Truck Operator	
Valve Exercising/Flushing	0.15
Meter Technician	2.60
Drinking water Operators	0.20
Wastewater Supervisor	0.20
Lead WWTP Operators	1.00
WWTP Operators	0.13
NSU WWTP Operators	
Wastewater Relief	

Total FTEs = 8.35

**APPENDIX I
UTILITY-OWNED EQUIPMENT**

The Utility shall maintain ownership and be responsible for the replacement of the following equipment. Except as otherwise noted, Contractor shall be responsible for maintenance and repairs per the agreement maintenance and repair related definitions and agreement terms.

This Appendix I is being intentionally included for future use as needed.

ASSET ID	FUNCTION	MANUFACTURER	OWNER	SERIAL ID	PURCHASE DATE	OWNER

**APPENDIX J
FACILITY LOCATIONS**

UTILITY FACILITY LOCATIONS		LANDSCAPE RESPONSIBILITY		
FACILITY:	ADDRESS	UTILITY CONTRACTOR	DISTRICT LANDSCAPING CONTRACTOR	DEVELOPER (CPM)
CSU WTP NO. 1	1091 PINELLAS PLACE	X		
CSU WATER TOWER	3579 BUENA VISTA BLVD.			X
CSU WASTEWATER TREATMENT PLANT	2123 BUENA VISTA BLVD.	X		
CSU LS 1	3115 CHARLOTTE COURT			X
CSU LS 2	3353 MAYFLOWER LOOP		X	
CSU LS 3	910 HILLSBOROUGH TRAIL		X	
CSU LS 4	1344 ALLAIRE LOOP		X	
CSU LS 5	1508 PINELLAS PLACE			X
CSU LS 6	1695 PINELLAS PLACE		X	
CSU LS 7	2595 SHADY NOOK RUN		X	
CSU LS 8	3421 RIDGEWOOD PATH		X	
CSU LS 9	2089 PINELLAS PLACE			X
CSU LS 10	2449 PINELLAS PLACE		X	
CSU LS 11	2458 MCLIN LANE		X	
CSU LS 12	2024 EVANS PRAIRIE TRAIL		X	
CSU LS 13	1844 HILLSBOROUGH TRAIL			X
CSU LS 14	3800 WINE PALM WAY		X	
CSU LS 15	1302 READING ROAD		X	
CSU LS 16	3806 VALLEYBROOK WAY		X	
CSU LS 17	3643 BUENA VISTA BLVD.			X
CSU LS 18	4191 MCDOWELL DRIVE		X	
CSU LS 19	4026 MCDOWELL DRIVE		X	
CSU LS 20	4230 DESKIN LANE		X	
CSU LS 21	4331 DESKIN LANE		X	
CSU LS 22	843 KRISTINE WAY		X	
CSU LS 23	3039 BROWNWOOD BLVD.		X	
CSU LS 24	470 MOYER LOOP			X
CSU LS 25	1798 WADING HERON WAY		X	
CSU LS 26	989 IRON OAK WAY		X	
CSU LS 27	286 MOYER LOOP			X

CSU LS 28	FUTURE		X	
CSU LS 29	FUTURE		X	

AMENDMENT NO. 1
to the
AGREEMENT FOR UTILITY OPERATIONS AND MAINTENANCE
with the
CENTRAL SUMTER UTILITY COMPANY, LLC
Agreement Dated October 1, 2014

This Amendment No. 1 is made and entered into this 15th day of October, 2015, by and between Central Sumter Utility Company, LLC (hereinafter "Utility"), whose address for any formal notice is 1020 Lake Sumter Landing, The Villages, FL 32162 and Operations Management International, Inc., (hereinafter "Contractor") with offices at 9191 South Jamaica, Englewood, CO 80112.

NOW THEREFORE, Utility and Contractor agree:

1. Section 2.02 (A) is hereby deleted in its entirety and replaced with the following:

SECTION 2.02. CONTRACTOR STAFFING.

(A) To fulfill its obligations under this Agreement, the Contractor shall provide, at a minimum, staff at all Utility Facilities and other staff as necessary to fulfill the Utility Services in such number as provided in the Staffing Plan (Appendix H) and so as to comply with this Agreement and Applicable Law and Permits. The Staffing Plan presented in Appendix H represents the total staff to be provided by the Contractor for provision of services to the Central Sumter Utility Company, LLC and Sumter Water Conservation Authority, LLC. Contractor shall provide documentation to the Utility demonstrating that the total project staffing levels in the Agreement are met or exceeded. Demonstration of staffing levels in compliance with the Staffing Plan shall be provided to the Utility annually on October 1st or at any additional time at the request of the Utility. The total full time equivalents (FTEs) for the scope of services to the Central Sumter Utility Company, LLC and Sumter Water Conservation Authority, LLC. is estimated at 14.17 personnel.

2. Section 6.09 (A) is hereby deleted in its entirety and replaced with the following:

SECTION 6.09. MODIFICATION OF SCOPE OF SERVICES.

(A) The Utility shall at all times during the term of this Agreement have the right to request unilateral changes in the scope of services, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the Utility's notification of the contemplated change, the Contractor shall in writing: (1) timely provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Utility of any changes in work schedules, (3) advise the Utility if the contemplated change shall affect the Contractor's ability to perform or provide the Utility Services in a manner consistent with the requirements and performance standards incorporated into this Agreement, and (4) advise the Utility if the contemplated change is within the capabilities of the Contractor.

3. Appendix F, Section F.03 is hereby deleted in its entirety and replaced with the following:

SECTION F.03. BUDGET SUMMARY

Central Sumter Utility Company, LLC	
Water Treatment & Distribution System	\$ 543,726.00
Wastewater Collection & Treatment System	\$ 474,210.00
Residential Meter Change-Out Program	\$ 0.00
Commercial Meter Change-Out Program	\$ 0.00
TOTAL	\$ 1,017,936.00

4. Appendix H is hereby deleted in its entirety and replaced with attached Appendix H.

This Amendment No. 1 together with the Agreement, constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

Authorized signature:

By: Scott Neelley
Name: Scott Neelley
Title: Vice President
Date: 10/22/15

CENTRAL SUMTER UTILITY
COMPANY, LLC

Authorized signature:

By: Robert D. Eddy
Name: Robert D. Eddy
Title: CEO
Date: 10-1-15

**APPENDIX H
STAFFING PLAN
(Effective October 1, 2015)**

Position	FTE
Administration Team	
Program Director	0.10
Business Analyst	0.10
Admin Specialist	0.10
Safety Coordinator	0.25
Maintenance Team	
Asset Manager	0.45
Maintenance Manager	0.14
CMMS Administrator	0.20
Condition Assessment	
PdM Specialist	0.55
Electrician	0.55
WWWTP Lead	0.20
WWWTP Mechanic	0.20
Support Mechanic	0.35
Lift Station Technician	0.15
Lift Station Mechanic	0.15
Irr. PS Mechanic Specialist	0.25
C/D Field Crew Supervisor	0.25
C/D Field Lead	0.25
South Technician	0.30
South Lead	0.30
Field Technicians	1.35
Locator	1.00
Utilities Team	
Utilities Manager	0.20
Water Supervisor	0.25
Valve Exercising/Flushing	0.13
Meter Technicians	3.40
Drinking Water Operators	0.80
Wastewater Supervisor	0.05
Lead WWTP Operator	1.00
WWTP Operator	1.15
Total FTES =	14.17

AMENDMENT NO. 2
to the
AGREEMENT FOR UTILITY OPERATIONS AND MAINTENANCE
with the
CENTRAL SUMTER UTILITY COMPANY, LLC
Agreement Dated October 1, 2014

This Amendment No. 2 is made and entered into this 14TH day of SEPTEMBER, 2016, by and between Central Sumter Utility Company, LLC (hereinafter "Utility"), whose address for any formal notice is 1020 Lake Sumter Landing, The Villages, FL 32162 and Operations Management International, Inc., (hereinafter "Contractor"), with offices at 9191 South Jamaica, Englewood, CO 80112, collectively referred to as the "Parties".

NOW, THEREFORE, Utility and Contractor agree as follows:

1. SECTION 1.01. **DEFINITIONS** is hereby modified to include the following:

"Primary Chemicals" shall mean chlorine gas, sodium hypochlorite, sulfuric acid, and alum.

2. Section 2.01 and 2.09 (A), is hereby deleted in its entirety and replaced as follows:

SECTION 2.01. CONTRACTOR'S RESPONSIBILITY

Except as otherwise specified elsewhere herein, the Contractor shall provide required personnel, and associated wages, salaries and benefits, services, materials (including fuel), vehicles, utilities (excluding electric power and Primary Chemicals, which shall be paid for by the Utility) and other consumables necessary to perform the Utility Services specified herein in a cost-effective manner. Furthermore, the Contractor shall provide required tools and equipment necessary for the full performance of its obligations herein.

SECTION 2.09. UTILITY'S RESPONSIBILITY.

(A) The Utility shall be responsible to pay for all electricity, Primary Chemicals, Capital Improvements, and Planned Renewal, Replacement, or Repair Projects.

3. Appendix E is hereby deleted in its entirety and replaced with the attached Appendix E.
4. Appendix F, Section F.01 (D) and F.03, is hereby deleted in its entirety and replaced as follows:

SECTION F.01. COMPENSATION

(D) Electrical costs shall be paid directly by the Utility. The Utility shall also pay for all Primary Chemicals.

SECTION F.03. BUDGET SUMMARY

Central Sumter Utility Company, LLC

Water Treatment & Distribution System	\$547,259
Wastewater Collection & Treatment System	\$477,291
Commercial Meter Change-Out Program	\$0

TOTAL	\$1,024,550
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5. Appendix G is hereby deleted in its entirety and replaced with attached Appendix G.
6. Appendix H is hereby deleted in its entirety and replaced with attached Appendix H.

This Amendment No. 2 together with the Agreement and Amendment Number 1, constitute the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of this Amendment Number 2 by their signatures below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

Authorized signature:

By: Scott Neelley
 Name: Scott Neelley
 Title: Vice President
 Date: 9/7/2016

CENTRAL SUMTER UTILITY
COMPANY, LLC

Authorized signature:

By: [Signature]
 Name: Robert D. Sooty
 Title: CFO
 Date: 9-14-16

APPENDIX E
ANNUAL PREVENTIVE MAINTENANCE PLAN

Water Treatment Plant		
Facility Component	Maintenance Activity	Frequency
General	Visual inspection of all treatment plant grounds, building(s), structures, equipment, components, and processes; address deficiencies as necessary	Daily
	Check access ladder security and man-way hatch to ensure all is secure	
Storage Tanks	Inspect lighting on all water towers; replace bulbs or fixtures as necessary	Monthly
	Inspect all controls, electrical and mechanical equipment, and stand-by power; adjust and repair as necessary	
	Visually inspect storage tanks for defects, leaks, and sanitary deficiencies	Semi-annually
	Inspect overflow vent screens; clean and repair as necessary	
Force Draft Aerators	Check that air intake of centrifugal blower/fan is free from debris	Monthly
	Service centrifugal blower/fan to include: 1) cleaning of unit 2) inspect drive belts for proper tension and for wear; adjust as necessary and 3) check for excessive vibrations and bearing temperature	Quarterly
	Check centrifugal blower/fan runtime and grease bearings per manufacturer recommendation	
	Verify that water level in tower is within normal operating range	
	Service centrifugal blower/fan to include: 1) resistance testing of the motor 2) check that all electrical connectors are secure	Semi-annually
	Inspect the weir trough, spray nozzles, packing media, and mist eliminator of the stripping tower for accumulation of sludge, scale, or slime; clean and adjust as necessary	
Biofilters	Visually inspect media surface for proper air flow and indications of biological fouling; address as necessary	Monthly
	Visually confirm flow through strainer/filter and clean as necessary	
	Inspect sump pumps to include: 1) check for proper and unobstructed float operation and 2) listen for proper check valve operation	
	Confirm even flow and spray patterns from all nozzles; clean and adjust as necessary	Quarterly
	Remove condensation from tubing between airflow transmitter and pitot tubes	
	Check amperage on each leg of the sump pumps	Semi-annually
	Service all gauges and transmitters to include: 1) confirming calibration and 2) cleaning and removal of internal debris	
	Clean and inspect sump pump cables and connections	

	Perform motor circuit testing on sump pumps to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	Annually
	Inspect fiberglass cover and ducts; clean and repair damage as necessary	
Chlorine Gas Storage & Feed System	Inspect cylinder scales, chlorine analyzer, breathing apparatus, cross ventilation and tubing from switch over valve to header pipe.	Monthly
	Inspect booster pump for proper operation	
	Inspect chlorine injection points; clean as necessary	
	Test chlorine system alarms for proper functioning	
	Check for proper vacuum	Semi-annually
	Inspect gas pipe mounting brackets to ensure they are secure	
	Replace tubing and ferules from switch-over valve to header pipe	Annually
	Check vent line to ensure it is free of obstructions	
	Inspect system for leaks	
	Service booster pump per manufacturer recommendation	
	Service the chlorinators, switch-over valves, and rotameters	
	Calibrate the chlorine analyzer and leak detector	
	Check loss of vacuum monitor	
Acid Storage & Feed System	Visual inspection of storage tank for damage, deterioration, and leaks	Monthly
	Check storage tank level indicator for proper functioning	
	Inspect metering pumps for proper operation; check oil levels (if applicable) and inspect lines for wear or discoloration	
	Clean metering pumps	Quarterly
	Test acid system alarms for proper functioning	
	Inspect storage tank and all feed pipes, fittings, and appurtenances; repair and replace as necessary	Semi-annually
	Service metering pumps to include: 1) replacement of any diaphragms, ball checks, springs, seats, rollers, tubing, and fittings and 2) calibrate pump output	Annually
	Calibrate level indicator	
Centrifugal Motors	Check motor oil level	Monthly
	Check motor for vibration or noise	
	Clean Unit	
	Check motor for high temperature or overheating	Quarterly
	Check bearing temperature	
	Perform vibration analysis	Annually
	Grease motor bearings per manufacturer recommendation	
	Change oil (use oil type specified by manufacturer)	
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	

Centrifugal Pumps	Monitor pump discharge pressure via SCADA system	Daily
	Check pump run times	Weekly
	Visual inspection of clear well structure for debris, deterioration, and damage; clean and repair as necessary	
	Check stuffing box gland and packing and adjust as necessary	
	Check pump for vibration or noise	Monthly
	Clean Unit	Semi-annually
	Check belt coupling alignment (if applicable)	
	Inspect mounting and coupling fasteners to ensure they are secure	Annually
	Perform vibration analysis	
	Check flow and pressure versus pump capacity rating; address as necessary	
Vertical Motors	Check motor oil level	Monthly
	Check motor for high temperature or overheating	
	Check motor for vibration or noise	
	Clean Unit	
	Check bearing temperature	Quarterly
	Grease motor bearings per manufacturer recommendation	Annually
	Change oil in upper bearing (use oil type specified by manufacturer)	
	Perform vibration analysis	
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
Vertical Pumps	Check pump run times	Weekly
	Verify that pre-lube solenoid is operating properly	
	Check stuffing box gland and packing and adjust as necessary	
	Check pump for vibration or noise	Monthly
	Check pump discharge pressure and flow	
	Check coupling alignment	Annually
	Perform vibration analysis	
	Check flow and pressure versus pump capacity rating; address as necessary	
	Check control panels and telemetry systems for proper operation; address as necessary	Daily
	Confirm that HVAC system is cooling and thermostat is set appropriately	
	Check cabinet cooling fans and filters for proper operation; clean, repair, and replace as necessary	Weekly
	Test treatment plant alarm functions	Monthly
	Test backup batteries and replace as necessary	
	Verify accuracy of remote telemetry system data; calibrate as necessary	
	Check all indicator lights and replace bulbs as necessary	Quarterly
	Check all switches and buttons for proper operation	Semi-annually
	Ensure all cabinet doors seal properly when closed	

Motor Control Centers	Check operation of all VFDs and verify speed range by SCADA or otherwise	Annually
	Clean exterior and interior of all MCC cabinets	
	Check motor starter contacts for pitting, oxidizing, etc.; clean and replace as necessary	
	Check disconnect breaker and starter for loose wire connections, arcing, or hot spots	
	Inspect all insulators, braces, and barriers for signs of arcing damage, excessive heat, or cracking; adjust as necessary	
	Perform infrared testing of connections for hot spots; address as necessary	
	Verify that all wire bundles are tied together; adjust as necessary	
	Check all panduit panels for proper placement and adjust as necessary	
	Check mechanical linkage to ensure smooth operation	
	Inspect transfer switch and relays for proper operation	
Meters, Gauges & Instrumentation	Inspect all meters, gauges, and instrumentation for proper function; clean and repair as necessary	Daily
	Inspect all sensory components for debris or damage; clean and repair as necessary	Monthly
	Calibrate all applicable meter, gauge, and instrument sensors and analyzers	Quarterly
	If applicable, perform self-diagnostics on all applicable devices	
	Have all flow meters tested for accuracy by a certified technician; calibrate as necessary	Annually
	<i>Service all meters, gauges, and instrumentation per manufacturer recommendations</i>	
Valves	Visually inspect all exposed plant valves for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Monthly
	Inspect all plant check valves for proper operation and maintain as necessary, if applicable	Quarterly
	Exercise all plant valves to ensure proper operation; lubricate, repair, or replace as necessary	Annually
Valve Actuators	Inspect all telemetry system equipment; maintain and repair as necessary	Monthly
	Operate unit through entire range; include use of electric actuator and manual operator	Quarterly
	Clean vent plug on reducer	
	Inspect controller connections for tightness or corrosion; clean and adjust as necessary	
	Ensure connection at electrical conduits are secure	
	Inspect exterior coating for wear	
	Inspect and lubricate manual valve operator	Annually
Piping, Gaskets & Fittings	Visually inspect all exposed piping, gaskets, and fittings for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Weekly
	Assess condition of exterior coating for all exposed piping, fittings, and equipment; paint as necessary	Annually
	Paint all exposed piping, fittings, and equipment	Every 3 to 5 years

Backflow Prevention Assemblies	Visually inspect all devices for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Monthly
	Have certified technician test and certify device; repair and replace as necessary	Annually
Generators	Exercise generators for one (1) hour	Weekly
	Check fuel level, if less than 1/2 full, then refill tank	
	Check air filter and clean or replace as necessary	Monthly
	Clean debris from around generator	
	Test Automatic Transfer Switch for proper operation to include: 1) Shut off main station disconnect (generator should start and begin to operate station) 2) Allow generator to run under load for four (4) hours 3) return the main disconnect to its "normal" power source and 4) allow generator to cool off and shut down automatically; replenish fuel as necessary	Quarterly
	Inspect integrity of enclosure; repair and paint as necessary	Annually
<i>Inspect unit for proper operation and service unit per manufacturer recommendations</i>		
HVAC	Replace air filter	Monthly
	Inspect interior and exterior for damage	
	Ensure that condensate drain is running freely	Annually
	Clean debris from around compressor	
	Check unit for overall proper operation	
Buildings & Grounds	HVAC annual service by qualified HVAC contractor	
	Visual inspection of all treatment plant grounds and buildings; address deficiencies as necessary	Daily
	Inspect all interior light fixtures; replace bulbs as necessary	Weekly
	Inspect grounds for open holes, trip hazards, leaks, and standing water; address as necessary	
	Verify door locks work properly and plant is secure	
	Test all emergency eyewash/shower stations for proper operation; clean and repair as necessary	
	Irrigate, mow, fertilize, prune, and otherwise maintain the turf, landscaping, and grounds inside of all fenced-in areas	Every 2 weeks
	Perform general interior cleaning	Monthly
	Test all exit signs and emergency lights; replace bulbs and batteries as necessary	Quarterly
	Clean and inspect all safety equipment, including lock-out tags and breathing apparatus; repair and replace as necessary	
	Assess condition of exterior coating for all exposed equipment and piping; paint as necessary	Annually
	Paint all exposed equipment and piping	Every 3 to 5 years
Water Distribution System		
Facility Component	Maintenance Activity	Frequency
General	Flush all system main line dead ends	Quarterly
Valves	Visually inspect all air release valves for proper function	Quarterly
	Exercise all system main line valves to ensure proper operation; replace according to valve replacement plan	Annually

Utility System Emergency Interconnections	Inspect bi-directional flow meters and displays for proper operation; clean and repair as necessary	Quarterly
	Inspect meter vault interiors for debris, damage, or evidence of standing water; clean and repair as necessary	Semi-annually
	Check gaskets on flow meter vault lids (if applicable) for damage, deterioration, and proper seal; clean, adjust, and replace as necessary	
	Have all bi-directional flow meters tested for accuracy by a certified technician; calibrate as necessary	Annually
	Exercise all system emergency interconnection valves; repair or replace as necessary	
	See "Local Control Panels" for required maintenance activities on system emergency interconnection control panels	
See "Valve Actuators" for required maintenance activities on system emergency interconnection valve actuators		
Valve Actuators	Inspect all telemetry system equipment; maintain and repair as necessary	Monthly
	Operate unit through entire range; include use of electric actuator and manual operator	Quarterly
	Clean vent plug on reducer	
	Remove cover and lubricate switches	
	Inspect controller connections for tightness or corrosion; clean and adjust as necessary	
	Ensure connection at electrical conduits are secure	
	Inspect exterior coating for wear	
	Inspect and lubricate manual valve operator	Annually
Local Control Panels	Check control panel and telemetry system for proper operation	Weekly
	Test all system alarm functions	Monthly
	Test backup batteries and replace as necessary	
	Check all indicator lights and replace bulbs as necessary	Quarterly
	Check all switches and buttons for proper operation	Semi-annually
	Ensure all cabinet doors seal properly when closed	
	Clean exterior and interior of cabinet(s)	Annually
	Inspect all insulators, braces, and barriers for signs of arcing damage, excessive heat, or cracking	
	Perform infrared testing of connections for hot spots; address as necessary	
	Check all panduit panels for proper placement and adjust as necessary	
	Verify that all wire bundles are tied together; adjust as necessary	
Wastewater Collection System		
Facility Component	Maintenance Activity	Frequency
General	Clean ten percent (10%) of the collection system	Annually
	Visually inspect lift station for proper operation	Bi-weekly
	Check pump run times	

Lift Stations	Inspect all check valves for proper operation and maintain as necessary	Quarterly
	Check all potable and non-potable utility system pressure nodes (if applicable) for proper operation; clean, repair, and replace as necessary	
	Inspect wet well structure for proper operation to include: 1) check for signs of coating deterioration 2) ensure adequate flow through structure and 3) test all floats for proper operation	
	Inspect and clean as necessary all cables, float switches, and lifting chains/rails for the submersible pumps	Semi-annually
	Inspect wet well structure for excessive build-up of fats, oils, and grease; clean as necessary	
	Check amperage on each leg of each submersible pump	Annually
	Check flow and pressure versus pump curve to verify proper operation	
	Check condition of volute, impeller, and wear ring of each submersible pump; clean, adjust, and replace as necessary	
	Perform motor circuit testing on each submersible pump to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
	See "Generators" for required maintenance activities on lift station generators	
See "Local Control Panels" for required maintenance activities on lift station control panels		
Valves	Visually inspect all air release valves for proper function	Quarterly
	Exercise all force main valves to ensure proper operation; repair and replace as necessary	Annually
Generators	Exercise generators for one (1) hour	Weekly
	Check fuel level, if less than 1/2 full, then refill tank	
	Check air filter and clean or replace as necessary	Monthly
	Clean debris from around generator	
	Test Automatic Transfer Switch for proper operation to include: 1) Shut off main station disconnect (generator should start and begin to operate station) 2) Allow generator to run under load for four (4) hours 3) return the main disconnect to its "normal" power source and 4) allow generator to cool off and shut down automatically; replenish fuel as necessary	Quarterly
	Inspect integrity of enclosure; repair and paint as necessary	Annually
	Inspect unit for proper operation and service unit per manufacturer recommendations	
		Check control panel and telemetry system for proper operation
Check cabinet cooling fans (if applicable) for proper operation; repair and replace as necessary		
Test all lift station alarm functions (i.e. visual/audio and remote telemetry)		Monthly
Test backup batteries and replace as necessary		
Check all indicator lights and replace bulbs as necessary		Quarterly

Local Control Panels	Check all switches and buttons for proper operation	Semi-annually
	Ensure all cabinet doors seal properly when closed	
	Clean exterior and interior of cabinet(s)	Annually
	Check motor starter contacts for pitting, oxidizing, etc.; clean and replace as necessary	
	Check disconnect breaker and starter for loose wire connections, arcing, or hot spots	
	Perform infrared testing of connections for hot spots; address as necessary	
	Inspect all insulators, braces, and barriers for signs of arcing damage, excessive heat, or cracking	
	Check all panduit panels for proper placement and adjust as necessary	
	Verify that all wire bundles are tied together and adjust as necessary	
Wastewater Treatment Plant		
Facility Component	Maintenance Activity	Frequency
General	Visual inspection of all treatment plant grounds, building(s), structures, equipment, components, and processes; address deficiencies as necessary	Daily
Headworks	Grease bar screen guide rails	Monthly
	Inspect bar screen rake for proper meshing with rack	
	Inspect channel covers for proper sealing; reposition or replace covers as necessary	
	Check bar screen chain tensioners; replace as necessary	Quarterly
	Inspect bar screen rake for wear	Semi-annually
	Inspect bar screen wiper blade for wear and alignment	
	Verify proper operation of bar screen micro-switches	
	Isolate and drain channel; inspect channels, gates, and piping for corrosion and deterioration of coating	Annually
	See "Slow Speed Gearboxes" for required maintenance activities on bar screen drive assembly	
Surge Tank	Backwash jet aeration headers	Quarterly
	Inspect basin, equipment, and appurtenances	Annually
	Check grit level; clean as necessary	
	Inspect jet aeration conveyance lines to include: 1) check for damage and deterioration 2) check bolts for secure fastening and 3) ensure that all fasteners, supports, and flanges have solid connections	Every 2-Years
	Inspect jet aeration nozzles for debris; clean as necessary	
	See "Blowers" for required maintenance activities on blowers	
	See "Submersible Pumps & Mixers" for required maintenance activities on submersible pumps	
		Visually inspect media surface for proper air flow and indications of biological fouling; address as necessary
Confirm even flow and spray patterns from all nozzles; clean and adjust as necessary		
Visually confirm flow through strainer/filter and clean as necessary		
Sample and analyze activated carbon for CCl4 activity		

Biofilter	Remove condensation from tubing between airflow transmitter and pitot tubes	Quarterly
	Ensure level switches have clean paths for movement	
	Inspect humidification packing for debris or particulate build-up; clean as necessary	
	Confirm proper irrigation of humidification packing	
	Inspect mist-eliminator for debris or particulate build-up; clean as necessary	
	Service all gauges and transmitters to include: 1) confirming calibration and 2) cleaning and removal of internal debris	Semi-annually
	Inspect fiberglass vessel; clean and repair damage as necessary	Annually
	Store and maintain all spare parts per manufacturer recommendations	
	See "Blowers" for required maintenance activities on blowers	
	See "Centrifugal Motors" for required maintenance activities on centrifugal motors	
See "Centrifugal Pumps" for required maintenance activities on centrifugal pumps		
Oxidation Ditches	Clean dissolved oxygen probes	Monthly
	Grease shaft and zerks on handle of flow control structure/slucce gate	Semi-annually
	Exercise flow control structure/slucce gate	
	Inspect basin, equipment, and appurtenances	Annually
	Check grit level; clean as necessary	
	See "Submersible Pumps & Mixers" for required maintenance activities on mixers	
	See "Slow Speed Gear Boxes" for required maintenance activities on aerators	
Clarifiers	Inspect weirs, launders, and channels; clean as necessary	Weekly
	Inspect weirs for uniform distribution of flow	Monthly
	Check skimmer for smooth action over scum beach	
	Inspect basin, equipment, and appurtenances	Annually
	Inspect skimmer wiper blade, poly wear blocks, and springs; replace as necessary	
	Inspect sludge header for loose or missing bolts	
	Check neoprene fluidized scraper on header	
	Flush out suction header with water	
	Clean, prep, and paint surfaces as necessary	
	See "Submersible Pumps & Mixers" for required maintenance activities on submersible pumps	
	See "Slow Speed Gear Boxes" for required maintenance activities on gear boxes	
Traveling Bridge Filters	Check for proper Indexing and adjust as necessary	Monthly
	Clean algae build-up from troughs	
	Verify proper operation of micro-switches	Quarterly
	Lubricate drive chain	
	Super-chlorinate media; drain and flush to remove chlorine residual	Semi-annually
	Air scour filter chambers (If applicable)	
	Inspect travel rails for indication of wear	
	Check chain and sprocket alignment and tension	

	Check backwash boot for proper sealing	Annually
	Ensure wheel retaining rings are secure	
	Ensure sprocket set screws are secure	
	Check media depth and compare to manufacturer recommendation	
	See "Submersible Pumps & Mixers" for required maintenance activities on submersible pumps	
Chlorine Contact Chamber	Drain basin; inspect and clean basin, equipment, and appurtenances	Annually
Rapid Infiltration Basins (RIB's)	Inspect for excessive vegetation on basin bottom; till as necessary to maintain proper percolation	Quarterly
	Inspect discharge structures; clean and repair as necessary	Semi-annually
Reclaimed Water Storage Basins	Visually inspect basin banks and water surface for indications of damage to basin liner; repair as necessary	Weekly
	See "Vertical Motors" for required maintenance activities on vertical motors	
	See "Vertical Pumps" for required maintenance activities on vertical pumps	
Return & Waste Activated Sludge (RAS/WAS)	See "Centrifugal Motors" for required maintenance activities on centrifugal motors	
	See "Centrifugal Pumps" for required maintenance activities on centrifugal pumps	
Sludge Storage Tank	Inspect diffusers by observance of uniform surface mixing; pull and clean as necessary	Quarterly
	Check proper operation of telescoping valves	
	Drain basin; inspect and clean basin, equipment, and appurtenances	Annually
	Inspect rubber flapper check valve function for the diffusers; replace as necessary	
	See "Blowers" for required maintenance activities on blowers	
Belt Conveyor	Clean any build-up between main rollers and belt	Monthly
	Grease idler rollers	
	Inspect seam wear belt joins for signs of wear	Quarterly
	Check belt tracking for proper alignment	
	Check belt tension	
	Verify proper operation of emergency stop cable	
Belt Filter Press	Grease roller bearings	Monthly
	Inspect doctor blades for edge wear and edge surface contact with belt; replace as necessary	
	Clean and flush belt wash boxes	
	Inspect spray wash nozzles to ensure they are free from obstruction; clean as necessary	
	Grease rack and pinion mechanism	
	Service air compressor to include: 1) check v-belt 2) check oil and inspect for oil leaks 3) clean or replace air filter 4) drain condensate from air tank and inspect for air leaks and 5) clean cooling fins	
	Inspect belt seam for signs of wear	Quarterly
	Inspect gravity zone skirts to ensure seal	
	Test tracking mechanisms for proper operation	
	Inspect gravity zone plows for signs of wear	
	Semi-annually	
	See "Slow Speed Gear Boxes" for required maintenance activities on gear boxes	

Plant Drain Lift Station	Visually inspect lift station for proper operation	Weekly
	Inspect wet well structure for proper operation to include: 1) check for signs of coating deterioration 2) ensure adequate flow through structure and 3) test all floats for proper operation	Quarterly
	Inspect wet well structure for excessive build-up of fats, oils, and grease; drain and clean as necessary	Semi-annually
	<i>See "Motor Control Center" for required maintenance activities on lift station control panel</i>	
	<i>See "Submersible Pumps & Mixers" for required maintenance activities on submersible pumps</i>	
Sodium Hypochlorite Storage & Feed System	Visual inspection of storage tank and feed lines for damage, deterioration, and leaks.	Weekly
	Inspect metering pumps for proper operation; check oil levels (if applicable) and inspect tubing for wear or discoloration	Monthly
	Clean metering pumps	
	Check storage tank level indicator for proper functioning	Quarterly
	Test hypochlorite system alarms for proper functioning	
	Inspect storage tank and all feed lines, fittings, and appurtenances; repair or replace as necessary	Semi-annually
	Service metering pumps to include: 1) replacement of any diaphragms, ball checks, springs, seats, rollers, tubing, and fittings and 2) calibrate pump output	Annually
	Calibrate tank level indicator	
Alum Storage & Feed System	Visual inspection of storage tank and feed lines for damage, deterioration, and leaks.	Monthly
	Inspect metering pumps for proper operation; check oil levels (if applicable) and inspect tubing for wear or discoloration	
	Clean metering pumps	
	Inspect storage tank and all feed lines, fittings, and appurtenances; repair or replace as necessary	Semi-annually
	Service metering pumps to include: 1) replacement of any diaphragms, ball checks, springs, seats, rollers, tubing, and fittings and 2) calibrate pump output	Annually
Polymer Storage & Feed System	Visual inspection of storage tank and feed lines for damage, deterioration, and leaks.	Monthly
	Inspect metering pumps for proper operation; check oil levels (if applicable) and inspect tubing for wear or discoloration	
	Clean metering pumps	
	Inspect storage tank and all feed lines, fittings, and appurtenances; repair or replace as necessary	Semi-annually
	Clean and flush mixing chamber	
	Service metering pumps to include: 1) replacement of any diaphragms, ball checks, springs, seats, rollers, tubing, and fittings and 2) calibrate pump output	Annually
	Check pump oil levels and pressure; refill as necessary (use oil type specified by manufacturer)	Monthly
	Clean Unit	
	Check airflow	
	Inspect oil connections for leaks	

Blowers (w/ Surge Tank, Biofilter & Sludge Storage Tank)	Check pump inlet bearing, outlet bearing, and discharge air temperatures with gauge to ensure operation is within thermal limits	Quarterly
	Clean oil breather	
	Check air filter magnehelic (differential pressures) and compare to O&M manual for proper operating range; clean or replace as necessary	
	Check condition of isolation pads and replace as necessary	
	Check belt tension (if applicable)	
	Lockout motor and turn driveshaft by hand to ensure good impeller alignment and no binding	
	Replace air filter	Semi-annually
	Verify proper operation of check valve	
	Change pump oil (if applicable; use oil type specified by manufacturer)	Annually
	Inspect foundation for deficiencies and correct as necessary	
	Align coupling	
	Check pipe supports	
	Check belt alignment (if applicable)	
	Ensure that mounting, coupling, and sheaves fasteners are secure	
	Perform vibration analysis on pump and motor	
	Grease motor and pump (if applicable; use grease type specified by manufacturer)	
Submersible Pumps & Mixers (w/Oxidation Ditches, Clarifiers, Surge Tank, Plant Drain Lift Station, Traveling Bridge Filters)	Check pump run times	Monthly
	Inspect and clean as necessary all cables, float switches, and lifting chains/rails	Semi-annually
	Check amperage on each leg	Annually
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
	Check condition of volute, impeller, and wear ring; clean, adjust, and replace as necessary	
	Check flow and pressure versus pump curve to verify proper operation	
Slow Speed Gear Boxes (w/Aerators, Clarifiers & Belt Presses)	Lubricate chain drive (if applicable)	Monthly
	Check oil level	Quarterly
	Remove and clean vent plug	
	Change oil (use oil type specified by manufacturer)	Annually
	Ensure that mounting, coupling, and sprocket fasteners are secure	
	Grease motor bearings	
	Check chain/coupling alignment (if applicable)	
	Perform vibration analysis on motor and gearbox	
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
	Check motor oil level	Monthly
	Check motor for vibration or noise	
	Clean Unit	
	Check motor for high temperature or overheating	Quarterly
	Check bearing temperature	

Centrifugal Motors (w/Biofilter, RAS/WAS)	Perform vibration analysis	Annually
	Grease motor bearings per manufacturer recommendation	
	Change oil (use oil type specified by manufacturer)	
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
Centrifugal Pumps (w/Biofilter, RAS/WAS)	Check pump run times	Weekly
	Check stuffing box gland and packing and adjust as necessary	
	Check pump for vibration or noise	Monthly
	Check pump discharge pressure	
	Clean Unit	Semi-annually
	Check belt coupling alignment (if applicable)	
	Inspect mounting and coupling fasteners to ensure they are secure	Annually
	Perform vibration analysis	
Vertical Motors	Check flow and pressure versus pump capacity rating; address as necessary	Monthly
	Check motor oil level	
	Check motor for high temperature or overheating	
	Check motor for vibration or noise	
	Clean Unit	Quarterly
	Check bearing temperature	
	Grease motor bearings per manufacturer recommendation	Annually
	Change oil in upper bearing (use oil type specified by manufacturer)	
	Perform vibration analysis	
	Perform motor circuit testing to include: 1) full load amperage 2) motor voltage - phase-to-phase 3) motor voltage - phase-to-ground and 4) motor insulation	
Vertical Pumps	Check pump run times	Weekly
	Verify that pre-lube solenoid is operating properly	
	Check stuffing box gland and packing and adjust as necessary	
	Check pump for vibration or noise	Monthly
	Check pump discharge pressure and flow	
	Check coupling alignment	Annually
	Perform vibration analysis	
	Check flow and pressure versus pump capacity rating; address as necessary	
	Check control panels and telemetry systems for proper operation; address as necessary	Weekly
	Confirm that HVAC system is cooling and thermostat is set appropriately	
	Check cabinet cooling fans and filters for proper operation; clean, repair, and replace as necessary	
	Test treatment plant alarm functions	Monthly
	Test backup batteries and replace as necessary	
	Verify accuracy of remote telemetry system data; calibrate as necessary	
	Check all indicator lights and replace bulbs as necessary	Quarterly

Motor Control Centers	Check all switches and buttons for proper operation	Semi-annually
	Ensure all cabinet doors seal properly when closed	
	Check operation of all VFDs and verify speed range by SCADA or otherwise	
	Clean exterior and interior of all MCC cabinets	Annually
	Check motor starter contacts for pitting, oxidizing, etc.; clean and replace as necessary	
	Check disconnect breaker and starter for loose wire connections, arcing, or hot spots	
	Inspect all insulators, braces, and barriers for signs of arcing damage, excessive heat, or cracking; adjust as necessary	
	Perform infrared testing of connections for hot spots; address as necessary	
	Verify that all wire bundles are tied together; adjust as necessary	
	Check all panduit panels for proper placement and adjust as necessary	
	Check mechanical linkage to ensure smooth operation	
	Inspect transfer switch and relays for proper operation	
Meters, Gauges & Instrumentation	Inspect all meters, gauges, and instrumentation for proper function; clean and repair as necessary	Weekly
	Inspect all sensory components for debris or damage; clean and repair as necessary	Monthly
	Calibrate all applicable meter, gauge, and instrument sensors and analyzers	Quarterly
	Perform self-diagnostics on all applicable devices	
	Have all flow meters tested for accuracy by a certified technician; calibrate as necessary	Annually
	<i>Service all meters, gauges, and instrumentation per manufacturer recommendations</i>	
Valves	Visually inspect all exposed plant valves for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Monthly
	Inspect all plant check valves for proper operation and remove debris as necessary	Quarterly
	Exercise all plant valves to ensure proper operation; lubricate, repair, or replace as necessary	Annually
Valve Actuators	Inspect all telemetry system equipment; maintain and repair as necessary	Monthly
	Remove cover and lubricate switches	Quarterly
	Operate unit through entire range; include use of electric actuator and manual operator	Annually
	Clean vent plug on reducer	
	Inspect controller connections for tightness or corrosion; clean and adjust as necessary	
	Ensure connection at electrical conduits are secure	
	Inspect exterior coating for wear	
	Inspect and lubricate manual valve operator	

Piping, Gaskets & Fittings	Visually inspect all exposed piping, gaskets, and fittings for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Weekly
	Assess condition of exterior coating for all exposed piping, fittings, and equipment; paint as necessary	Annually
	Paint all exposed piping, fittings, and equipment	Every 3 - 5 Years
Backflow Prevention Assemblies	Visually inspect all devices for damage, corrosion, and leaks; clean, adjust, and repair as necessary	Monthly
	Have certified technician test and certify device; repair and replace as necessary	Annually
Generators	Exercise generators for one (1) hour	Weekly
	Check fuel level, if less than 1/2 full, then refill tank	
	Check air filter and clean or replace as necessary	Monthly
	Clean debris from around generator	
	Test Automatic Transfer Switch for proper operation to include: 1) Shut off main station disconnect (generator should start and begin to operate station) 2) Allow generator to run under load for four (4) hours 3) return the main disconnect to its "normal" power source and 4) allow generator to cool off and shut down automatically; replenish fuel as necessary	Quarterly
	Inspect integrity of enclosure; repair and paint as necessary	Annually
	<i>Inspect unit for proper operation and service unit per manufacturer recommendations</i>	
HVAC	Replace air filter	Monthly
	Inspect interior and exterior for damage	Annually
	Ensure that condensate drain is running freely	
	Clean debris from around compressor	
	Check unit for overall proper operation	
	HVAC annual service by qualified HVAC contractor	
Building & Grounds	Visual inspection of all treatment plant grounds and buildings; address deficiencies as necessary	Daily
	Inspect all interior light fixtures; replace bulbs as necessary	Weekly
	Inspect grounds for open holes, trip hazards, leaks, and standing water; address as necessary	
	Verify door locks work properly and plant is secure	
	Test all emergency eyewash/shower stations for proper operation; clean and repair as necessary	
	Irrigate, mow, fertilize, prune, and otherwise maintain the turf, landscaping, and grounds inside of all fenced-in areas	Every 2 Weeks
	Perform general interior cleaning	Monthly
	Test all exit signs and emergency lights; replace bulbs and batteries as necessary	Quarterly
	Clean and inspect all safety equipment, including lock-out tags and breathing apparatus; repair and replace as necessary	
	Assess condition of exterior coating for all exposed equipment and piping; paint as necessary	
	Paint all exposed equipment and piping	Every 3 - 5 Years

Reclaimed Water Distribution System		
Facility Component	Maintenance Activity	Frequency
Valves	Visually inspect all air release valves for proper function	Quarterly
	Exercise all system main line valves to ensure proper operation; repair and replace as necessary	Annually
Valve Actuators	Remove cover and lubricate switches	Quarterly
	Operate unit through entire range; include use of electric actuator and manual operator	Annually
	Clean vent plug on reducer	
	Inspect controller connections for tightness or corrosion; clean and adjust as necessary	
	Ensure connection at electrical conduits are secure	
	Inspect exterior coating for wear	
	Inspect and lubricate manual valve operator	
Wet Well Structures	Inspect structures for build-up of scum and debris; vac out or drain and clean as necessary	Semi-annually
Meters	Inspect all meters for proper function; clean and repair as necessary	Monthly
	Check meter vault for positive drainage; restore drainage as necessary	Quarterly
	Have all flow meters tested for accuracy by a certified technician; calibrate as necessary	Every 5-Years

APPENDIX G
BASIC OPERATION AND MAINTENANCE SERVICE FEE ADJUSTMENT
(October 1, 2016)

$$ABF = BF \times (1 + AF)$$

Where:

ABF= Adjusted Basic Operation and Maintenance Service Fee for upcoming fiscal year

BF = Basic Operation and Maintenance Service Fee for current fiscal year

$$AF = [((E/100) \times 0.5) + (((C - Co)/Co) \times 0.5)] + 0.02$$

E = ECI for Total Compensation, All Civilian Workers, Not Seasonally Adjusted (Employment Cost Index) reported as a 12-month percent change for the first quarter (January, February, and March) of the calendar year prior to the beginning of the period for which an ABF is being calculated. ECI as published by the U.S. Department of Labor, Bureau of Labor Statistics (Series ID CIU1010000000000A).

Co = Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items, Most Current Base Period as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for March of the prior year for the period for which an ABF is being calculated (Series ID CUUR0000SA0).

C = Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items, Most Current Base Period as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for March of the current year for the beginning of the period for which an ABF is being calculated (Series ID CUUR0000SA0).

APPENDIX H
STAFFING PLAN
(Effective October 1, 2016)

Position	FTE
Administration Team	
Program Director	0.10
Office Manager	0.10
Admin Specialist	0.13
Admin Specialist	0.13
Safety Coordinator	0.25
Business Accountant	0.10
Maintenance Team	
Asset Manager	0.30
Maintenance Manager	0.14
Planner / Scheduler	0.33
CMMS Administrator	0.20
CA PdM Specialist	0.20
Electrician Lead	0.30
Electrician	0.30
W/WWTP Lead	0.20
W/WWTP Mechanic	0.20
Support Mechanic	0.10
Lift Station Operator	0.15
Lift Station Mechanic	0.15
LS & Irrigation Inspector	0.00
Irr. PS Mechanic Specialist	0.25
Irr. PS Mechanic	0.30
Mechanic	0.10
MIT	0.00
C/D Field Crew Supervisor	0.25
C/D Field Lead	0.25
South Technician	0.30
North Lead	0.30
Field Technicians	0.35
Locator	1.00
Vactor Truck Operators	0.00
Utilities Team	
Utilities Manager	0.20
Water Department Manager	0.25
Water Supervisor	0.25

Meter Change out Lead	0.13
Meter & Check Valve Technician	0.75
Vactor Trailer Operator	0.00
Valve Exercising/Flushing	0.25
Meter Technicians	3.00
Drinking Water Operators	0.60
Water OIT	0.00
Wastewater Supervisor	0.05
Wastewater Relief	0.00
Lead WWTP Operator	1.00
CSU WWTP Operators	2.00
Total FTEs =	14.95



AMENDMENT NO. 3
to the
AGREEMENT FOR UTILITY OPERATIONS AND MAINTENANCE
with the
CENTRAL SUMTER UTILITY COMPANY, LLC
Agreement Dated October 1, 2014

This Amendment No. 3 is made and entered into this 14th day of AUGUST, 2017, by and between Central Sumter Utility Company, LLC (hereinafter "Utility"), whose address for any formal notice is 1020 Lake Sumter Landing, The Villages, FL 32162 and Operations Management International, Inc., (hereinafter "Contractor"), with offices at 9191 South Jamaica, Englewood, CO 80112, collectively referred to as the "Parties".

NOW, THEREFORE, Utility and Contractor agree as follows:

1. **SECTION 5.05. PENALTIES** – (B) 4 Meter reading accuracy is not currently being calculated and therefore no penalties, if applicable, are being charged. The Utility and the Contractor agree that upon mutual agreement to implement Meter Reading Accuracy Reviews that the methodology as outlined in the contract will be utilized.
2. Section A.02 (A) bullet 7, is hereby deleted in its entirety and replaced as follows:
 - for the potable system, regular flushing of dead end system main lines is done quarterly or more often if conditions require;
3. Appendix F, Section F.03, is hereby deleted in its entirety and replaced as follows:

SECTION F.03. BUDGET SUMMARY

Central Sumter Utility Company, LLC	
Water Treatment & Distribution System	\$591,040
Wastewater Collection & Treatment System	\$515,474
Commercial Meter Change-Out Program	\$0
TOTAL	\$1,106,514

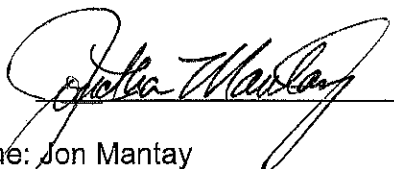
4. Appendix H is hereby deleted in its entirety and replaced with attached Appendix H.

This Amendment No. 3 together with the Agreement and Amendment Number 1 and 2, constitute the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of this Amendment Number 3 by their signatures below.

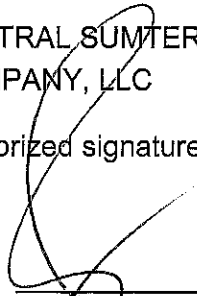
OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

Authorized signature:

By: 
Name: Jon Mantay
Title: Designated Manager
Date: 8/3/2019

CENTRAL SUMTER UTILITY
COMPANY, LLC

Authorized signature:

By: 
Name: Brent Egan
Title: CFO
Date: 8/14/17

APPENDIX H
STAFFING PLAN
(Effective October 1, 2017)

Position	FTE
Administration Team	
Program Director	0.25
Office Manager	0.25
Admin Specialist	0.13
Safety Coordinator	0.25
Business Accountant	0.25
Planner / Scheduler	0.15
Asset Manager	0.20
Maintenance Team	
Maintenance Manager	0.25
CMMS Administrator	0.25
CA PdM Specialist	0.20
Electrician Lead	0.24
Electrician	0.24
WWWTP Mechanic	0.20
Support Mechanic	0.32
Lift Station Operator	0.20
Lift Station Mechanic	0.20
LS & Irrigation Inspector	0.30
Irr. PS Mechanic Specialist	0.28
Irr. PS Mechanic	0.23
Mechanic	0.16
MIT	0.26
Utilities Team	
Utilities Manager	0.27
C/D Field Crew Supervisor	0.05
C/D Field Lead	0.21
Field Technicians	0.31
Valve Program	0.06
Locators	0.90
Vactor Truck Operators	0.37
Meter Technicians	0.37
Meter Reader Supervisor	0.16
Meter Reading Technicians	3.80
Water Supervisor	0.25

Drinking Water Operators	0.75
Water Valve Exercising/Flushing	0.25
Wastewater Supervisor	0.25
Wastewater Relief	1.00
Lead WWTP Operator	1.00
WWTP Operators	1.00
Total FTEs =	15.81

AMENDMENT NO. 4
to the
AGREEMENT FOR UTILITY OPERATIONS AND MAINTENANCE
with the
CENTRAL SUMTER UTILITY COMPANY, LLC
Agreement Dated October 1, 2014

This Amendment No. 4 is made and entered into this _____ day of _____, 2018, by and between Central Sumter Utility Company, LLC (hereinafter "Utility"), whose address for any formal notice is 1020 Lake Sumter Landing, The Villages, FL 32162 and Operations Management International, Inc., (hereinafter "Contractor"), with offices at 9191 South Jamaica, Englewood, CO 80112, collectively referred to as the "Parties".

NOW, THEREFORE, Utility and Contractor agree as follows:

1. Appendix F, Section F.03, is hereby deleted in its entirety and replaced as follows:

SECTION F.03. BUDGET SUMMARY

Central Sumter Utility Company, LLC	
Water Treatment & Distribution System	\$623,547
Wastewater Collection & Treatment System	\$543,825
Commercial Meter Change-Out Program	\$0
TOTAL	\$1,167,372

2. Appendix H is hereby deleted in its entirety and replaced with attached Appendix H.

This Amendment No. 4 together with the Agreement and Amendment Number 1, 2, and 3, constitute the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

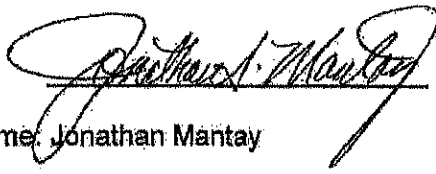
The Parties, intending to be legally bound, indicate their approval of this Amendment Number 4 by their signatures below.

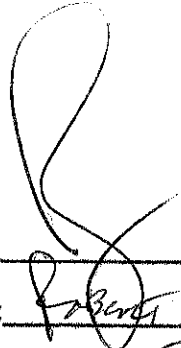
OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

Authorized signature:

CENTRAL SUMTER UTILITY
COMPANY, LLC

Authorized signature:

By: 
Name: Jonathan Mantay
Title: Vice President
Date: August 9, 2018

By: 
Name: Robert D Goo
Title: CFO
Date:

AMENDMENT NO. 5
to the
AGREEMENT FOR UTILITY OPERATIONS AND MAINTENANCE
with the
CENTRAL SUMTER UTILITY COMPANY, LLC

Agreement Dated October 1, 2014

This Amendment No. 5 is made and entered into this 23rd day of July, 2019, by and between Central Sumter Utility Company, LLC (hereinafter "Utility"), whose address for any formal notice is 1020 Lake Sumter Landing, The Villages, FL 32162 and Operations Management International, Inc., (hereinafter "Contractor"), with offices at 9191 South Jamaica, Englewood, CO 80112, collectively referred to as the "Parties".

NOW, THEREFORE, Utility and Contractor agree as follows:

1. Appendix F, Section F.03, is hereby deleted in its entirety and replaced as follows:

SECTION F.03. BUDGET SUMMARY

Central Sumter Utility Company, LLC	
Water Treatment & Distribution System	\$650,547
Wastewater Collection & Treatment System	\$567,373
Commercial Meter Change-Out Program	\$0
TOTAL	\$1,217,919


2. Appendix H is hereby deleted in its entirety and replaced with attached Appendix H.

This Amendment No. 5 together with the Agreement and Amendment Number 1, 2, 3, and 4, constitute the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment 5 nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of this Amendment Number 5 by their signatures below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

Authorized signature:

By: 

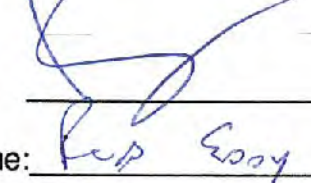
Name: Jonathan Mantay

Title: Vice President

Date: 7/16/2019

CENTRAL SUMTER UTILITY
COMPANY, LLC

Authorized signature:

By: 

Name: Rep. Esay

Title: CFO

Date: 7-29-19

APPENDIX H
STAFFING PLAN
(Effective October 1, 2019)

Position	FTE
Administration Team	
Program Director	0.10
Office Manager	0.10
CMMS Administrator	0.20
Safety Coordinator	0.10
Business Accountant	0.08
Planner / Scheduler	0.17
Project Management Intern	0.08
Consultant / Compliance	0.18
Asset Manager	0.05
Executive Admin Assistant	0.10
Maintenance Team	
Maintenance Manager	0.16
Administrative Assistant	0.15
CA PdM Specialist	0.32
Electrician Lead	0.24
Electrician	0.55
W/WWTP Mechanic	0.25
Support Mechanic	0.32
Lift Station Operator	0.61
Lift Station Mechanic	0.20
LS & Irrigation Inspector	0.34
Irr. PS Mechanic Specialist	0.32
Irr. PS Mechanic	0.20
Mechanic	0.16
Facilities Maintenance	0.20
MIT	0.56
Utilities Team	
Utilities Manager	0.06
C/D Field Crew Supervisor	0.20
C/D Customer Service Lead	0.21
Construction Team Lead	0.15
Field Technicians	0.38
Valve Program	0.25
Locator	0.20
Vactor Truck Operators	0.18

Meter Technicians	1.00
Meter Reader Supervisor	0.10
Meter Reading Technicians	3.00
Water Supervisor	0.25
Drinking Water Operators	1.24
Water Valve Exercising/Flushing	0.15
Wastewater Supervisor	0.25
Wastewater Relief	1.00
Lead WWTP Operator	1.00
WWTP Operators	1.00

Total FTEs = 16.36



May 3, 2018

Trey Arnett
Central Sumter Utility Company
1038 Lake Sumter Landing
The Villages, FL 32162

Dear Trey Arnett:

The purpose of this letter is to provide you with fee information for your fiscal year budgeting purposes. The timing of invoices is designated in the specific contract for each maintenance program. THIS IS NOT AN INVOICE.

Our maintenance program provides you with peace of mind that your asset(s) will be regularly and systematically maintained as outlined in your maintenance contract(s). We provide these services in a cost effective manner to provide value to you and your community.

We appreciate your trust for the maintenance of your water asset (s), and we strive to provide you with exceptional customer service. Please note that all applicable taxes and adjustments for prevailing wages are the responsibility of the owner and are in addition these stated fees.

Asset Name	Asset Type	Fee	Effective From	Effective To
Csu Water Tower - 131800	500,000 Pedisphere	\$16,280.36	01-OCT-18	30-SEP-19

Thank you very much for your business, if you have any questions please contact Customer Service at 866-919-3471 or at twood@utilityservice.com

Sincerely,

A handwritten signature in black ink that reads "Teresa Wood". The signature is fluid and cursive, with the first name "Teresa" and last name "Wood" clearly distinguishable.

Teresa Wood
Customer Service Representative



CH2M

9189 South Jamaica Street
Suite 400
Englewood, CO 80112
Tel 303.740.0019

Fax 720.286.9250

January 28, 2019

Mr. Rob Eddy
Chief Financial Officer
Central Sumter Utility Company, LLC
1020 Lake Sumter Landing
The Villages, FL 32162

Subject: Additional Services Agreement – SCADA System Upgrade Program Phase 2

Dear Mr. Eddy:

Pursuant to Article 3.02 – Additional Services in the Agreement dated October 1, 2014, CH2M will perform a SCADA System Upgrade Program (Phase 2) for the selected utilities noted below. CH2M and CSU mutually agree that CH2M will provide the following additional services:

Scope: See Exhibit A

Term: Anticipated completion of this work scope is September 1, 2019.

Price of services: The not-to-exceed amount for the services provided under this Additional Services Letter Agreement shall be a total of \$125,000.00 for all utility locations. The total cost shall be split among the utilities as follows:

VCCDD-LSSA	20%
VCCDD-VCSA	20%
NSCUDD-NSU/VWCA	40%
CSU	10%
SWCA	10%

The CSU utility would be responsible for 10% of the total cost with the maximum cost of \$12,500.00.

The following cost estimates are based on the scope of work in Exhibit A:

Senior Engineer- actual hours @ \$144/hr rate	\$ 10,080
Travel @ actual costs	\$ 920
Subcontract Labor w/ 8% markup	\$112,938

Total Cost Estimate for Scope of Work \$123,938


Billing and Payment terms: Clients will be billed their percentage for these additional services upon the completion of the scope of work detailed in Exhibit A and payment will be due and payable within thirty (30) days following receipt of CH2M's invoice.

These services shall be performed under the terms and conditions of the Agreement dated December 1, 2014 between CH2M Operations Management International, Inc. ("CH2M") and Central Sumter Utility Company, LLC ("CSU") which are incorporated herein by reference and remain in full force and effect.

If these terms are agreeable to you, please sign both copies of this letter. We will return one fully executed original for your files.

CH2M appreciates the opportunity to provide these additional services to CSU.

Sincerely,

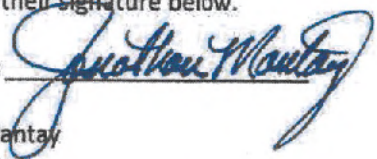

Rock Raiford
Program Director

Both parties indicate their approval of the above described services by their signature below.

Authorized: _____

Rob Eddy
Chief Financial Officer

Authorized: _____


Jonathan Mantay
Vice President

Central Sumter Utility Company, LLC

Date: 2-12-19

CH2M OMI

Date: 1-28-2019

Exhibit A

Scope of Work

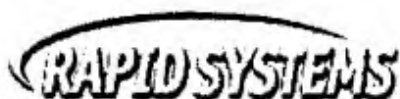
Purpose and Intent: Citect Application Restructure and Hardware Upgrade

Phase 2: Tasks and Cost Estimates

	Task	Description	Cost Estimate with 8% markup
1.	Oversight/Management of Jacobs Senior Engineer	Phase 2 tasks completion estimated 40 hours and travel costs.	\$6,500
2.	Upgrade Citect to ver. 7.5 then to ver. 8.0	Subcontract estimated at 120 hours, Jacobs senior engineer estimated at 30 hours plus travel costs	\$14,220
3.	Develop process standard for PLC programming	Subcontract estimated 80 hours for PLC and 80 hours for SCADA	\$12,960
4.	Implement Process Standard on new PLCs	Up to 13 stations subcontract estimated at \$3,000 per station	\$42,120
5.	Recommendation for SCADA hardware upgrade	Subcontract estimated 20 hours	\$1,620
6.	New SCADA grade monitors, wired keyboards and mice	Dell 27 USB-C Monitor: P2719HC	\$4,752
7.	Upgrade WIN911 Software to most suitable	Subcontract labor to combine 3 systems to 2 systems with current version support	\$5,940
8.	Trending Enhancement in Citect	Historian Standard, 5,000 Tag with 4 license installations and setup	\$35,826
		Total Phase 2 Cost Estimate	\$123,938

SCHEDULE 6 TO EXHIBIT N

See Attached.



1211 N Westshore Blvd., Ste. 711
Tampa, Florida 33607

RS Invoice

Sales Rep	Terms	Date	Invoice Number
DH	Net 15 ...	5/15/2019	436266

Bill To

Central Sumter Utility Company, LLC
1035 Lake Sumter Landing
The Villages, FL 32162
Attn: Accounts Payable

Installation Location

CSU Water Tower
3579 Buena Vista Blvd
The Villages, FL 32162

QTY	Description	U/M	Unit Price	Total
12	This new maintenance agreement will be from 06/1/2019 to 05/31/2020 CSU Maintenance Contract - NSU Brownwood Water Tower - 3579 Buena Vista Blvd, The Villages, FL 32162 *** Tower climbers will not climb in unsafe conditions or at night. *** Holiday rates will apply (\$ 175 an hour per climber) Rapid Systems Holidays: Christmas day, New years Day, Memorial Day, 4th of July, Labor Day, Veterans Day , Thanksgiving Day Sales Tax		203.52	2,442.24T
			7.00%	170.96
<p>VENDOR # <u>01201322</u> INVOICE # <u>436266</u> AMOUNT <u>2613.20</u> A/P DATE <u>5/15</u> <u>5/17</u> ACCOUNT # <u>038000, 075, 2636080</u> <u>CSU Water Tower Maintenance</u> JB AD</p>				

Please include the invoice number(s) you want your payment to reflect on your check or check stub.

Total \$2,613.20

Phone #	Fax #	Web Site
813-232-4887	813-441-8515	http://www.rapidsys.com

OK 7.24
5/3/19

SCHEDULE 7 TO EXHIBIT N

See Attached.

2024 E. St. Elmo, Austin, TX USA 78744
Phone: 512.326.1011 Email: sales@win911.com

WIN-911[®]

SOFTWARE

INVOICE NO.: 141XT319-20191011
Date: 7/13/2019

Trey Arnett
Central Sumter Utility Company
C/O Arnett Environmental LLC
1038 Lake Sumter Landing
The Villages, FL 32162
USA

Trey Arnett
Central Sumter Utility Company
C/O Arnett Environmental LLC
1038 Lake Sumter Landing
The Villages, FL 32162
USA

Please reference the invoice number on your purchase order, check, or credit card.
To pay by credit card, please visit <https://www.win911.com/support/plans/>

Purchase orders may be emailed to sales@win911.com. Thank you.

Supported Product	Part Number	Description	Qty	Unit Price	Ext Price
WIN-911/PRO	WIN-911-MAINT-R	Annual Maintenance	1	\$495.00	\$495.00
	License Tracking # : W07111127001COD				
	WIN-911/PV Qty. 1				

Total Amount	\$495.00
Total Tax	\$0.00
Freight	\$0.00
Total Invoice Amount	\$495.00

For your convenience, we are providing an invoice for the renewal of your WIN-911 Software Maintenance and Support # 141XT319 that expire(s) 10/11/2019. WIN-911 Software Maintenance and Support provides for complimentary version upgrades. In addition, live technical support requires a valid support number. This includes licensing issues and person-to-person troubleshooting. A purchase order, check or credit card will continue your software maintenance and support.



WIN-911 Software Support & Maintenance Updates

Effective February 1, 2019:

- One-time technical support fee for customers with expired support agreement is now \$250 per issue resolution.
- License Transfer Requests for customers with an expired support agreement is now \$100.
- For the WIN-911/Standard/Interactive/Advanced models, maintenance prices are 20% of all software costs, including backup licenses

The WIN-911 team strives to keep up with the ever-changing technological advancements including development of new features and capabilities. When our Strategic Partners update their SCADA software, we implement the required changes to ensure customers receive the alarm messages via their preferred notification method. We also track the latest developments with Windows operating systems and make the required updates when needed.

Customers with a valid software maintenance and support agreement receive:

- The latest and greatest WIN-911 updates at no additional cost
- Complimentary upgrade paths to our new software at no additional cost
- Unlimited telephone and email support
- Remote session support over TeamViewer
- Unlimited person-to-person troubleshooting and license issue resolution
- You can re-license to another machine at no additional cost

Thank for doing business with WIN-911 SOFTWARE!

WOULD YOU LIKE TO PAY BY CREDIT CARD?

VISIT: www.win911.com/plans

Email: sales@win911.com

WIN-911

**THE MOST WIDELY USED ALARM NOTIFICATION
PLATFORM IN INDUSTRY AND IIOT**

2024 E. St. Elmo Rd. Austin, TX 78744

512.326.1011

sales@win911.com

<http://www.win911.com/>

SCHEDULE 8 TO EXHIBIT N

See Attached.



Support Services Certification

Customer:

Central Sumter Utility Co LLC

Site ID:

53655

CF Agreement number:

133627

The Support services are supplied by AVEVA Global Customer Support.

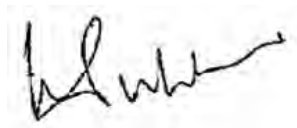
The level of support you have purchased for your Citect SCADA product is: **Customer FIRST Standard**

Start date: 01 August 2019

Expiry date: 31 July 2020

Please ensure that you order your support renewal one month in advance of the expiry date, to continue to extract maximum value from your software investment.

Yours sincerely,



Karun Sukhwani

Director, Global Customer Support - APAC

AVEVA Global Customer Support

EXHIBIT R

See Attached.

BULK POTABLE WATER AGREEMENT

THIS BULK POTABLE WATER AGREEMENT ("Agreement") is made effective the 8th day of May, 2014 (the "Effective Date"), by and between **CITY OF FRUITLAND PARK, FLORIDA** (the "City") and **CENTRAL SUMTER UTILITY COMPANY, LLC** ("CSU").

RECITALS

A. The City and The Villages of Lake-Sumter, Inc. (the "Developer") have entered into an Agreement dated the 10th day of October, 2013 by which, in consideration for the Developer constructing additional improvements to the City's potable water system, CSU is entitled to purchase, at a bulk rate, potable water through a Master Meter at one or more points of connection.

B. At this time, the City and CSU wish to enter into an agreement specifying the specific rights and obligations of the parties.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

1. In consideration of the Developer completing those improvements described in Sections 1.(b) and 2.(b) of the AGREEMENT FOR THE CONSTRUCTION OF WATER PLANT IMPROVEMENTS AND THE EXTENSION OF WATER AND WASTEWATER LINES dated the 8th day of May, 2014, CSU shall be entitled to purchase bulk potable water from the City in accordance with Section 2 below.

2. A. Initial Point of Connection. The Initial Point of Connection between the City's potable water system and the CSU distribution system as well as the location of the Master Meter for the purchase of bulk potable water will be generally as set forth in the attached *Exhibit "A"*. CSU shall, at its sole expense, install and maintain all Master Meters. At all Points of Connection CSU shall provide calibration services in accordance with State rules and regulations. The location of any additional point of connection shall be as agreed between the City and CSU.

B. Water Pressure. The required pressure at the Point of Connection is 64 pounds per square inch.

C. Capacity Requirement.

Average Daily Demand =	195,925 gallons per day
Maximum Daily Demand =	244,906 gallons per day
Peak Hour Demand =	476 gallons per minute

The quantities provided above are projections of the maximum daily demand and peak hour demand based on historical information from the existing portions of The Villages and engineering estimates. Actual maximum day and peak hour quantities may vary from what is identified above.

D. Water Quality. The potable water delivered to CSU at the Point of Connection shall comply with all applicable Federal, State, and local quality requirements for human consumption.

E. Purchase Price. The Initial Rate for bulk potable water purchase pursuant to this Agreement shall be seventy nine cents (\$0.79) per thousand (1,000) gallons. The Initial Rate shall commence as of the date CSU requests and the City commences producing potable water through the Master Meter (the "Commencement Date") and shall continue until the end of that City's fiscal year. Thereafter the Initial Rate will be adjusted any time City adjusts City's base rate for residential water by the same percentage increase or decrease in the City's base rate for residential water.

F. Potable Water & Wastewater Impact Fees.

(i) Wastewater. Since CSU will provide all wastewater collection, treatment, and disposal services, the Developer will not be obligated to pay any wastewater impact fees to the City. Similarly, CSU nor the Developer will be obligated to pay any other services or similar wastewater charges.

(ii) Water. The Developer shall pay to the City potable water impact fees per residential dwelling equal to The Villages average Equivalent Residential Connection/Unit ("ERC") divided by the City's residential ERC, multiplied by the City's existing residential potable water impact fee. Such fees will be due at the time of issuance of the building permit.

3. Notices. Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and unless receipt is expressly required, will be delivered by personal delivery or regular US mail, addressed to the parties as follows:

TO CITY:

City of Fruitland Park
Attn: City Manager
506 W. Berckman Street
Fruitland Park, FL 34731

with a copy to:

Stone & Gerken, P.A.
Attn: Scott Gerken, Esq.
4850 N. Hwy. 19A
Mt. Dora, FL 32757

TO CSU:

Central Sumter Utility Company, LLC
Attn: Kelsea Manly
1020 Lake Sumter Landing
The Villages, FL 32162

with a copy to:

McLin & Burnsed P.A.
Attn: Steven M. Roy, Esq.
P.O. Box 1299
The Villages, FL 32162

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

4. **Miscellaneous.**

4.1 **Entire Agreement.** This Agreement embodies the entire agreement of the parties hereto, and supersedes all prior negotiations, agreements and understandings. Unless specifically allowed otherwise by the terms hereof, this Agreement, and any exhibits, schedules or addenda hereto, shall not be amended, altered, changed, or modified in any respect, or any provision hereof waived or discharged, except by an instrument in writing, signed by the parties hereto, and witnessed and notarized in the same manner as this Agreement. This Agreement supercedes the October 10, 2013 Agreement on all matters relating to the purchase of potable water at Bulk Rates from the City.

4.2 **Exhibits.** The Exhibits attached to this Agreement are as follows:

Exhibit A – Map depicting the Initial Point of Connection

4.3 **Waiver.** Failure by either party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Agreement. Such a waiver may be made only by an instrument in writing signed by the party sought to be charged with the waiver.

4.4 **Severability.** If any covenant or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of the remaining covenants and provisions, it being the intention of the parties that this Agreement be so construed as to render enforceable that portion of this Agreement unaffected by such holding. The contractual provisions shall be deemed severable.

4.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

4.6 **Successors.** It is agreed that the respective rights and obligations hereunder shall inure to, and be binding upon, the respective heirs, devisees, legal and personal representatives, assigns, grantees and successors in interest of the City and CSU.

4.7 **Waiver of Jury Trial.** Each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationship of the parties be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

4.8 Governing Law and Venue. This Agreement shall be governed by the laws of the State in which the Land is located without regard to its conflict of laws provision. Venue for any actions arising in connection with this Agreement shall be Lake County, Florida.

4.9 Authority. The execution and performance of this Agreement by each party has been duly authorized by all applicable laws and regulations and all necessary corporate action, and this Agreement constitutes the valid and binding obligation of such party, enforceable in accordance with its terms.

4.10 Captions. The captions of this Agreement are for convenience only, are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions hereof.


4.11 Attorney's Fees. In the event any litigation ensues with respect to the rights, duties and obligations of the parties under this Agreement, the unsuccessful party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees and paralegal's fees incurred by the prevailing party in enforcing the covenants and agreements of this Agreement, whether incurred out of court, at trial, on appeal or in any bankruptcy or administrative proceeding. The term "prevailing party," as used herein, shall include, without limitation, a party who obtains legal counsel and brings action against the other party by reason of the other party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

4.12 Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

4.13 Time is of the Essence. Time is of the essence of this Agreement.


IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first set forth above.

ATTEST:




Print Name Esther Coulson
Title City Clerk

CITY OF FRUITLAND PARK, FLORIDA

By 

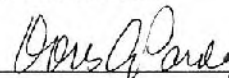
Name: Christopher Bell
Title: Mayor

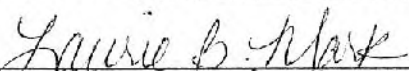
APPROVED AS TO FORM



City Attorney

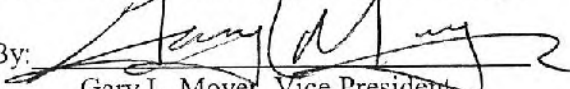
WITNESSES:


Print Name: Doris A. Pardo


Print Name: Laurie B. Mark

**CENTRAL SUMTER UTILITY COMPANY,
LLC, a Florida limited liability company**

**BY: THE VILLAGES OPERATING
COMPANY, a Florida corporation, its Manager**

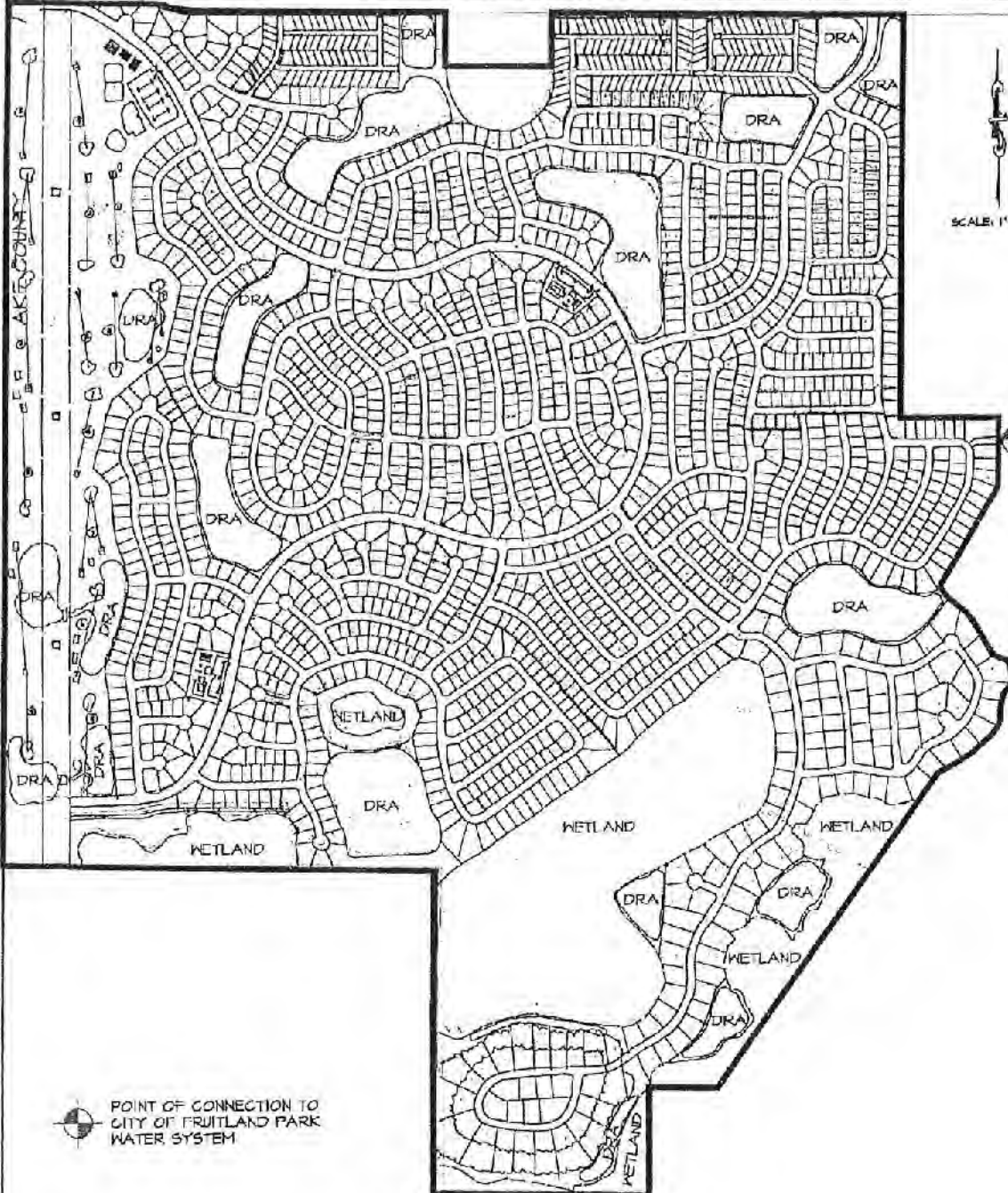
By: 
Gary L. Moyer, Vice President

VILLAGES OF FRUITLAND PARK POINT OF CONNECTION PLAN

COUNTY
ROAD 466A

MICRO
RACETRACK
ROAD

SUMTER COUNTY



SCALE: 1"=1000'

POINT OF CONNECTION TO
CITY OF FRUITLAND PARK
WATER SYSTEM

Arnett
Environmental, LLC

1038 Lake Sumter Landing The Villages, FL 32162
Tel No. (352)753-4747 Fax No. (352)753-1296
Certificate of Authorization Number: 27495

EXHIBIT “S”

EXHIBIT S

Prepared By and Return To:

Nelson Mullins Broad and Cassel
Attn: Jo Thacker, Esq.
390 N. Orange Ave., Suite 1400
Orlando, FL 32801

Property Appraiser Identification Nos: D35-01; D35-500F; G11E-144; G03-501; and G16J-185

SPECIAL WARRANTY DEED

This conveyance is made as a result of threatened condemnation by Grantee; therefore, documentary stamp tax is not collectible pursuant to Section 12B-4.014(13), Florida Administrative Code

THIS **SPECIAL WARRANTY DEED** is made as of this [*] day of [*], 2019, by **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company ("Grantor"), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163, to and in favor of **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT**, a dependent district of Sumter County authorized by Chapter 189, Florida Statutes, and created pursuant to Ordinance No. 2010-10 duly adopted by the Board of County Commissioners of Sumter County on July 13, 2010, as amended by Ordinance 2012-14 dated October 23, 2012, as further amended and restated by Ordinance 2012-17 dated December 11, 2012 ("Grantee"), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, transfer, release, convey, and confirm unto Grantee and Grantee's successors and assigns that certain real property located in Sumter County, Florida that is described in Exhibit "A" attached hereto and made a part hereof (the "Property").

SUBJECT TO (a) the covenants, conditions, restrictions, and other matters set forth in Exhibit "B" attached hereto and made a part hereof, and (b) all encumbrances, easements, reservations, and other matters of record (if any) without re-imposing any of the same.

TOGETHER with all the tenements, hereditaments, easements, and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the day and year first above written.

WITNESSES:

Printed Name: _____

Printed Name: _____

GRANTOR:

CENTRAL SUMTER UTILITY COMPANY, LLC, a Florida limited liability company

BY: THE VILLAGES OPERATING COMPANY, a Florida corporation, its Manager

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of **THE VILLAGES OPERATING COMPANY**, a Florida corporation, the manager of **CENTRAL SUMTER UTILITY COMPANY, LLC**, on behalf of the corporation. He/She is [] personally known to me or [] presented a _____ as identification and did not take an oath.

Notary Stamp/Seal:

Notary Signature: _____

Notary Print: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

[Remainder of Page Intentionally Blank. Exhibits A and B Follow.]

EXHIBIT A TO SPECIAL WARRANTY DEED

See Attached.

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A" Page
1 of 6

LEGAL DESCRIPTION

PARCEL C-1

THOSE PORTIONS OF TRACTS "C" AND "F", VILLAGES OF SUMTER KEY LARGO GOLF COURSE, AS RECORDED IN PLAT BOOK 9, PAGES 23 THROUGH 23C, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "A" OF AFORESAID PLAT; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE BOUNDARY LINES OF AFORESAID TRACT "F": RUN S89°44'27"E, 45.46 FEET; THENCE S01°17'58"W, 281.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°57'35", AN ARC DISTANCE OF 59.00 FEET TO THE POINT OF TANGENCY; THENCE N89°44'27"W, 450.20 FEET; THENCE N47°59'40"W, 78.08 FEET TO A POINT ON THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2269, PAGE 791, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE BOUNDARY LINES OF SAID LANDS: RUN N31°32'26"E, 2.76 FEET; THENCE N48°22'58"W, 212.14 FEET; THENCE N81°36'39"W, 53.11 FEET; THENCE N81°33'35"W, 55.93 FEET; THENCE S44°04'25"W, 3.64 FEET TO A POINT ON THE BOUNDARY LINE ON AFORESAID TRACT "C"; THE FOLLOWING EIGHT (8) COURSES BEING ALONG SAID BOUNDARY LINES OF TRACT "C": RUN N81°49'07"W, 11.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 58.00 FEET AND A CHORD BEARING AND DISTANCE OF N20°08'49"W, 102.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 123°20'37", AN ARC DISTANCE OF 124.86 FEET; THENCE ALONG A NON-TANGENT LINE RUN N47°24'03"W, 12.31 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5,507.00 FEET AND A CHORD BEARING AND DISTANCE OF N39°41'59"E, 557.16 FEET TO WHICH A RADIAL LINE BEARS S47°24'03"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°47'57", AN ARC DISTANCE OF 557.40 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED AS PARCEL N-4 AS RECORDED IN OFFICIAL RECORDS BOOK 2260, PAGE 540, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING EIGHT (8) COURSES BEING ALONG SAID BOUNDARY LINES OF PARCEL N-4: RUN ALONG A NON-TANGENT LINE S00°15'28"W, 209.34 FEET; THENCE S37°58'03"W, 98.27 FEET; THENCE S00°15'28"W, 74.44 FEET; THENCE S89°44'27"E, 190.24 FEET; THENCE DEPARTING SAID BOUNDARY LINE OF TRACT "C" RUN S89°44'27"E, 181.67 FEET; THENCE S00°15'33"W, 84.09 FEET; THENCE S89°44'27"E, 164.21 FEET TO A POINT ON THE BOUNDARY LINE OF AFORESAID TRACT "C"; THENCE ALONG SAID BOUNDARY LINE RUN N00°15'33"E, 21.39 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF TRACT F, VILLAGES OF SUMTER KEY LARGO GOLF COURSE, AS RECORDED IN PLAT BOOK 9, PAGES 23 THROUGH 23C, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF TRACT H, AS SHOWN ON SAID VILLAGES OF SUMTER KEY LARGO GOLF COURSE, RUN S47°59'40"E, ALONG THE NORTHERLY BOUNDARY THEREOF, A DISTANCE OF 40.65 FEET; THENCE DEPARTING SAID NORTH LINE, N42°00'20"E, 24.87 FEET TO THE POINT OF BEGINNING; THENCE N00°15'33"E, 100.00 FEET; THENCE S89°44'27"E, 100.00 FEET; THENCE S00°15'33"W, 100.00 FEET; THENCE N89°44'27"W, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.73 ACRES, MORE OR LESS.

GENERAL NOTES

1. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT AND ARE REFERENCED TO THE EAST LINE OF TRACT "F" AS BEING S01°17'58"W, AN ASSUMED MERIDIAN.

8/15/19
DATE

WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



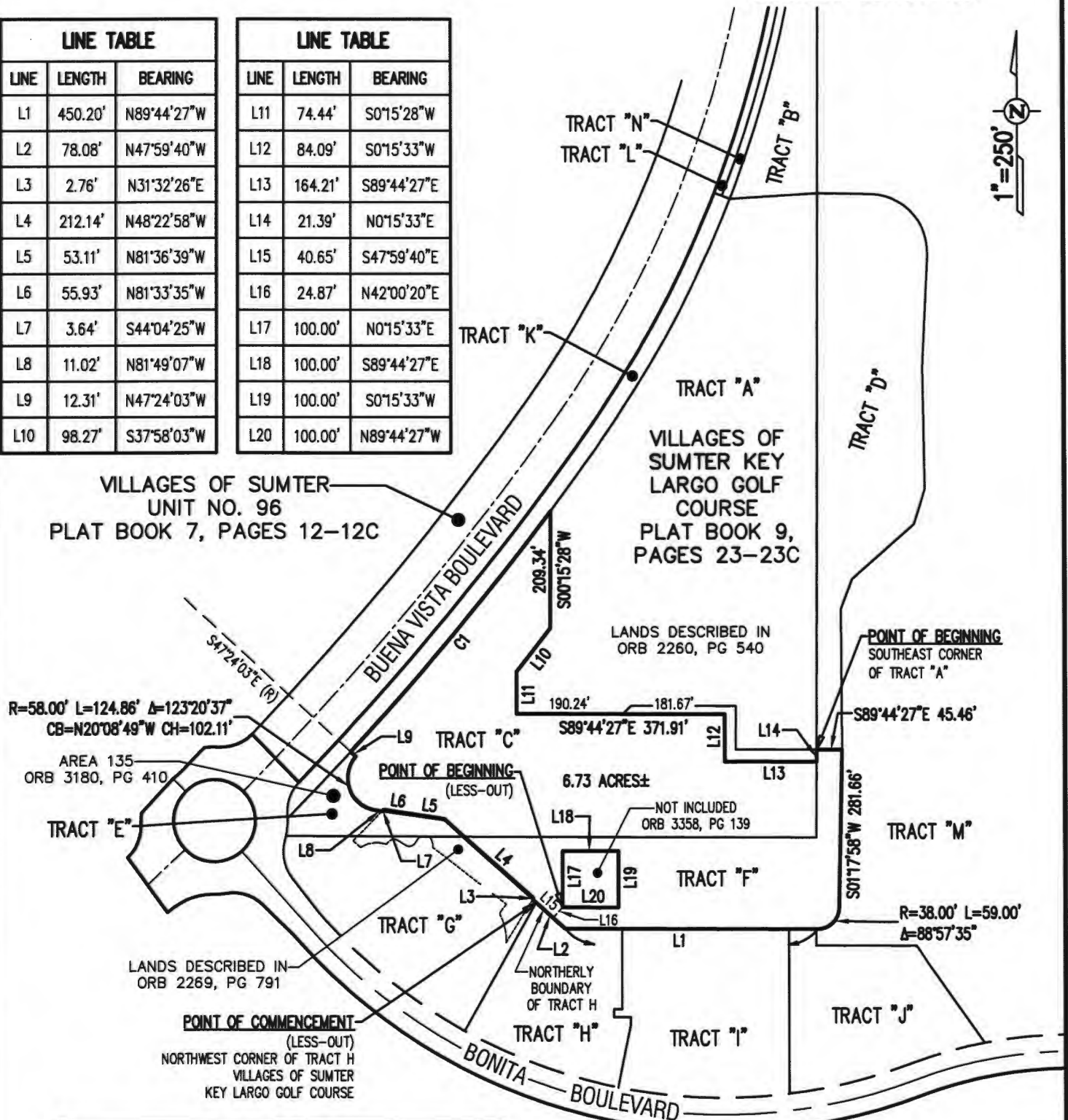
**FARNER
BARLEY
AND ASSOCIATES, INC.**

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▲ SURVEYORS
▲ PLANNERS
LB 4708

LINE TABLE		
LINE	LENGTH	BEARING
L1	450.20'	N89°44'27"W
L2	78.08'	N47°59'40"W
L3	2.76'	N31°32'26"E
L4	212.14'	N48°22'58"W
L5	53.11'	N81°36'39"W
L6	55.93'	N81°33'35"W
L7	3.64'	S44°04'25"W
L8	11.02'	N81°49'07"W
L9	12.31'	N47°24'03"W
L10	98.27'	S37°58'03"W

LINE TABLE		
LINE	LENGTH	BEARING
L11	74.44'	S0°15'28"W
L12	84.09'	S0°15'33"W
L13	164.21'	S89°44'27"E
L14	21.39'	N0°15'33"E
L15	40.65'	S47°59'40"E
L16	24.87'	N42°00'20"E
L17	100.00'	N0°15'33"E
L18	100.00'	S89°44'27"E
L19	100.00'	S0°15'33"W
L20	100.00'	N89°44'27"W



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	557.40'	5507.00'	5°47'57"	N39°41'59"E	557.16'



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SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A" Page
3 of 6

LEGAL DESCRIPTION

PARCEL C-2

TRACTS "D" AND "E", VILLAGES OF SUMTER UNIT NO. 208, AS RECORDED IN PLAT BOOK 13, PAGES 8 THROUGH 8M, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	48.29'	60.00'	46°06'53"	S46°06'07"W	47.00'
C2	27.84'	593.38'	2°41'19"	S70°30'13"W	27.84'
C3	43.17'	196.00'	12°37'09"	S78°09'27"W	43.08'
C4	22.97'	30.00'	43°52'41"	N62°31'41"E	22.42'
C5	32.40'	513.64'	3°36'51"	S04°13'18"E	32.39'
C6	12.89'	20.00'	36°55'05"	N77°04'25"W	12.67'
C7	38.76'	176.00'	12°37'09"	S78°09'27"W	38.69'
C8	26.91'	573.38'	2°41'19"	S70°30'13"W	26.90'
C9	28.42'	40.00'	40°42'14"	S48°48'26"W	27.82'

LINE TABLE

LINE	LENGTH	BEARING
L1	37.54'	S84°28'02"W
L2	45.58'	S84°28'02"W

VILLAGES OF SUMTER
UNIT NO. 208
PLAT BOOK 13, PAGES 8-8M

TRACT "C"

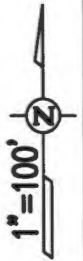
TRACT "D"
1.19 ACRES±

TRACT "C"

TRACT "E"
0.08 ACRES±

VILLAGES OF SUMTER
UNIT NO. 207
(PB 12; PGS 27-27C)

BONIFAY PATH



GENERAL NOTES

1. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT AND ARE REFERENCED TO THE EAST LINE OF TRACT "D" AS BEING S12°22'06"W, AN ASSUMED MERIDIAN.

8/19/12
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



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SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " A " Page
4 of 6

LEGAL DESCRIPTION

PARCEL C-3

THAT PORTION OF TRACT B, VILLAGES OF SUMTER BUENA VISTA CORRIDOR AS RECORDED IN PLAT BOOK 12, PAGES 1 THROUGH 1D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING WITHIN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9 RUN N00°29'33"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 1,328.62 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 AND A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE DEPARTING SAID EAST LINE AND ALONG SAID BOUNDARY THE FOLLOWING COURSES: N89°36'18"W, 267.70 FEET; THENCE S00°31'39"W, 291.96 FEET; THENCE DEPARTING SAID BOUNDARY, N89°30'27"W, 192.00 FEET TO THE POINT OF BEGINNING; THENCE S53°25'30"W, 169.41 FEET; THENCE N48°22'59"W, 102.96 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 155.93 FEET AND A CHORD BEARING AND DISTANCE OF N34°23'36"E, 84.87 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°34'54", A DISTANCE OF 85.95 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,553.57 FEET AND A CHORD BEARING AND DISTANCE OF N47°35'51"E, 72.14 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°37'08", A DISTANCE OF 72.15 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 162.83 FEET AND A CHORD BEARING AND DISTANCE OF N58°44'10"E, 65.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°01'43", A DISTANCE OF 65.45 FEET; THENCE S25°08'17"E, 132.39 FEET TO THE POINT OF BEGINNING.

8/19/19

DATE

William S. Barley

WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815

GENERAL NOTES

1. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 9-19-23 AS BEING N00°29'33"E, AN ASSUMED MERIDIAN.



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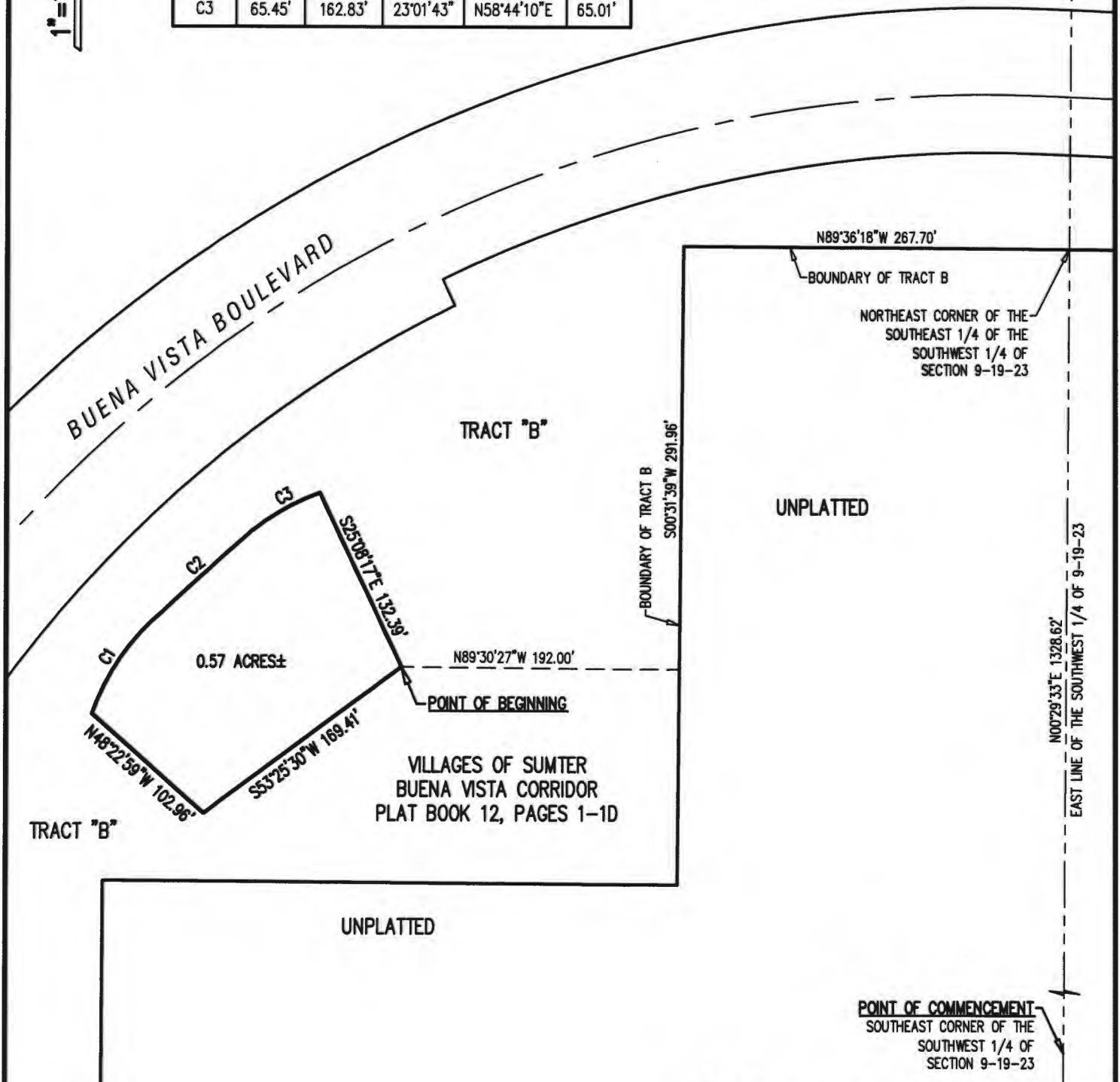
▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4708

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A" Page
5 of 6



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	85.95'	155.93'	31°34'54"	N34°23'36"E	84.87'
C2	72.15'	2553.57'	1°37'08"	N47°35'51"E	72.14'
C3	65.45'	162.83'	23°01'43"	N58°44'10"E	65.01'



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▲ PLANNERS
LB 4700

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

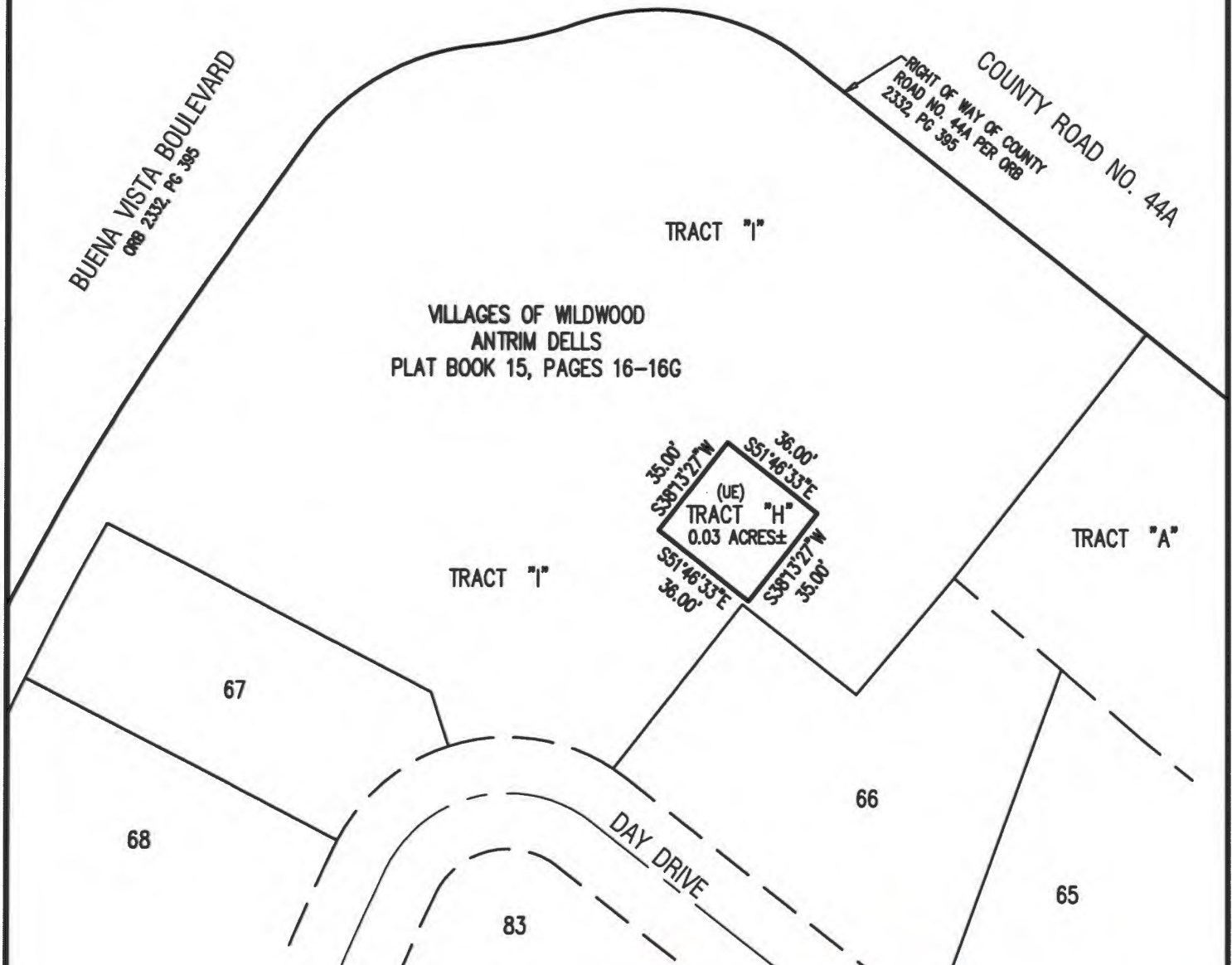
EXHIBIT "A" Page 6 of 6



LEGAL DESCRIPTION

PARCEL C-4

TRACT "H", VILLAGES OF WILDWOOD ANTRIM DELLS, AS RECORDED IN PLAT BOOK 15, PAGES 16 THROUGH 16G, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



GENERAL NOTES

1. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT AND ARE REFERENCED TO THE NORTHEAST LINE OF TRACT "H" AS BEING S51°46'33"E, AN ASSUMED MERIDIAN.

8/19/19
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



**FARNER
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LB 4700

EXHIBIT B TO SPECIAL WARRANTY DEED

1. The Property shall be used only in connection with the installation, operation, and maintenance of a potable water and wastewater utility system and appurtenant facilities.

2. Grantee, together with successive owners of the Property, shall provide perpetual grounds maintenance to ensure generally that: all grounds and landscaped areas shall be kept free of trash, leaves, and dead landscaped material; all landscaped areas shall be maintained regularly, including trimming, fertilization, mowing and replacement of diseased plant materials as required; annuals or perennials shall be replaced as necessary; all irrigation systems shall be thoroughly inspected periodically, kept in good repair, and adjusted as necessary to provide continued proper coverage; all parking lots, sidewalks, and other areas shall be swept regularly and otherwise kept free from accumulations of grass clippings, leaves, and other debris; and any exterior landscape lighting shall be periodically checked, lamps replaced, and aiming adjusted, as necessary.

Should Grantee or any successive parcel owner fail to perform the necessary maintenance, then upon prior written notice, Grantor and its designees may enter upon the parcels and bring the sites into compliance with the foregoing paragraph and charge the cost of such services, as well as the associated cost of professional services and management fees, to Grantee, their successors or assigns, which charges shall be a lien upon the parcels.

3. Grantee shall maintain the elevated water tower and associated landscaping and lighting in a condition equal to the condition on the date of this Special Warranty Deed. Specifically, the color scheme, design and wording existing upon the elevated tower on the date of this Special Warranty Deed must be repainted as needed, but in no event less than every eight (8) years, which repainting will exactly duplicate the color, design and wording existing upon the elevated water on the date of this Special Warranty Deed, unless Grantor provides prior written notice of its approval to a change in the color or signage appearing upon the elevated water tower on the date of this Special Warranty Deed.

[End of Special Warranty Deed.]

EXHIBIT “T”

EXHIBIT T

GENERAL ASSIGNMENT

THIS **GENERAL ASSIGNMENT** (this “Assignment”) is made and entered into this [*] day of [*], 2019 (the “Closing Date”), by and between **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company (“Assignor”), as assignor, and **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT**, a dependent district of Sumter County authorized by Chapter 189, Florida Statutes, and created pursuant to Ordinance No. 2010-10 duly adopted by the Board of County Commissioners of Sumter County on July 13, 2010, as amended by Ordinance 2012-14 dated October 23, 2012, as further amended and restated by Ordinance 2012-17 dated December 11, 2012 (“Assignee”), as assignee.

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Agreement for Purchase and Sale dated as of [*], 2019 (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell to Assignee the assets, property, and rights, both tangible and intangible, owned or held by Assignor which all together constitute and make up the potable water treatment and distribution system and wastewater collection, treatment and disposal system that provide services to a portion of the mixed-use development commonly referred to as “The Villages” located in portions of unincorporated Sumter County, the City of Wildwood, and the City of Fruitland Park, all within Florida, that is being sold by Grantor to Grantee on the Closing Date (the “Utility System”), less and except the Excluded Assets (as defined herein) (the “Purchased Assets”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, transfer, and convey to Assignee all of Assignor’s right, title, and interest in and to, and Assignee has agreed to assume from Assignor all of Assignor’s obligations and liabilities under or relating to, the Assigned Property (as defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignee has further agreed to assume from Assignor all of Assignor’s obligations and liabilities under or relating to the Assumed Liabilities (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants given by each to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers, and conveys to Assignee, effective as the Closing Date, all of Assignor’s right, title, and interest in and to the following (collectively, the “Assigned Property”); provided, however, that that all of the goods, chattels, and personal property listed on Schedule 5 attached hereto and by this reference incorporated herein are excluded assets that are not included in the conveyance memorialized by this General

Assignment, and shall not constitute “Assigned Property” for any purpose whatsoever notwithstanding anything to the contrary set forth in this General Assignment or in any other agreement or instrument to the contrary:

(a) All certificates, immunities, privileges, permits, licenses, license rights, easements, consents, grants, ordinances, leaseholds, rights-of-way and all rights to construct, maintain and operate plants and systems for the procuring, distribution and transmission of potable water and for the collection and treatment of wastewater and every right of every character whatever in connection therewith associated with the Purchased Assets in the service area for the Utility System (the “Service Area”) that are utilized in connection with the Utility System;

(b) All agreements for the supply of water to the Utility System, all water rights, flowage rights and riparian rights, and all renewals, extensions, additions, or modifications of any of the foregoing, associated with the Service Area and utilized in connection with the Utility System.

(c) All of the agreements listed on Schedule 1 attached hereto and by this reference incorporated herein.

(d) All other operating and vendor agreements of Seller that relate to the Utility System.

(e) All agreements and instruments reflecting private easements owned and used by Assignor for the construction, operation, and maintenance of the Utility System, including, without limitation, those agreements and instruments listed on Schedule 2 attached hereto and by this reference incorporated herein, in each case to the extent the same are assignable by Assignor to Assignee.

(f) All easements located or shown in recorded plats, created in various declarations of covenants, conditions, restrictions and easements or other recorded instruments, and rights to locate lines in dedicated public rights-of-way that are owned and used by Assignor for the construction, operation and maintenance of the Utility System, in each case to the extent the same are assignable by Assignor to Assignee.

(g) All active permits, licenses, approvals, applications or other documents issued to Assignor in connection with the Utility System that are listed on Schedule 3 attached hereto and by this reference incorporated herein.

(h) All warranties by third parties respecting equipment, and completed or in progress construction work that are listed on Schedule 4 attached hereto and by this reference incorporated herein, in each case to the extent the same are assignable to Assignee.

2. **Assumption.** Assignee hereby assumes all of Assignor’s right, title, and interest in and to, and all of Assignor’s obligations and liabilities under or relating to, the following:

(a) The Assumed Property.

(b) Each of the following (collectively, the “Assumed Liabilities”):

(i) All liabilities, obligations, damages, losses, costs, and expenses of every kind or nature whatsoever, whether accrued or un-accrued in connection with the Purchased Assets that arise or accrue on or after the Closing Date.

(ii) All Federal, state, local or foreign, real property, personal property, sales, use, room, occupancy, ad valorem or similar taxes, assessments, levies, charges or fees imposed by any governmental authority on Assignor with respect to the Purchased Assets and the Utility System, including without limitation, any interest, penalty or fine with respect thereto.

(iii) All accrued benefits of the employees of the Utility System that exist on the Closing Date including, without limitation, accrued and unused vacation and other paid time off, and all obligations to pay severance to current and former employees.

3. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Applicable Law.** This Assignment shall be governed by and construed under the laws of the State of Florida, without regard to conflict of laws principles.

5. **Further Assurances.** Upon the reasonable request of one party, the other party shall do, execute, acknowledge, and deliver all such further acts, assignments, conveyances and/or assurances as from time to time may be requested by the requesting party in order to better accomplish or substantiate the sale, transfer, conveyance, assignment, and assumption of the Assigned Property and the Assumed Liabilities.

6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute on and the same instrument.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed to be effective on the Closing Date.

ASSIGNOR:

**CENTRAL SUMTER UTILITY COMPANY,
LLC**

BY: THE VILLAGES OPERATING
COMPANY, a Florida corporation, its
Manager

By: _____

Name: _____

Title: _____

ASSIGNEE:

**NORTH SUMTER COUNTY UTILITY
DEPENDENT DISTRICT**

ATTEST:

Richard J. Baier, District Manager

By: _____

Name: _____

Title: _____

[Remainder of Page Intentionally Blank. Schedules Follow.]

SCHEDULE 1 TO GENERAL ASSIGNMENT

See Attached.

[PARTIES TO ATTACH FINAL EXHIBITS B, C, N, AND R OF PURCHASE AGREEMENT]

SCHEDULE 2 TO GENERAL ASSIGNMENT

See Attached.

[PARTIES TO ATTACH FINAL EXHIBIT E OF PURCHASE AGREEMENT]

SCHEDULE 3 TO GENERAL ASSIGNMENT

See Attached.

[PARTIES TO ATTACH FINAL EXHIBIT H OF PURCHASE AGREEMENT]

SCHEDULE 4 TO GENERAL ASSIGNMENT

See Attached.

[PARTIES TO ATTACH FINAL EXHIBIT L OF PURCHASE AGREEMENT]

SCHEDULE 5 TO GENERAL ASSIGNMENT

See Attached.

[PARTIES TO ATTACH FINAL EXHIBIT M OF PURCHASE AGREEMENT]

EXHIBIT “U”

EXHIBIT U

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into on the _____ day of _____, 20____ (the “Effective Date”), by and between **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT**, a dependent district of Sumter County authorized by Chapter 189, Florida Statutes, Chapter 125, Florida Statutes, as amended, and Article VIII, Section 1, Florida Constitution and created pursuant to Ordinance No. 2010-10 duly adopted by the Board of County Commissioners of Sumter County on July 13, 2010, as amended by Ordinance 2012-14 dated October 23, 2012, as further amended and restated by Ordinance 2012-17 dated December 11, 2012, whose address is 984 Old Mill Run, The Villages, Florida 32162 (“Lessor”), and **SUMTER WATER CONSERVATION AUTHORITY, LLC**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (“Lessee”).

RECITALS

A. Lessor owns the property described in the attached ***Exhibit “A”*** (the “Property”), together with the buildings and other improvements located thereon, and owns communication equipment located on Lessor’s water tower (the “Tower”) located at Sumter County Parcel G03-501 (collectively the “Facilities”).

B. Lessor currently uses the Property and Facilities in connection with its water and wastewater utility, and Lessee currently uses the Property and Facilities in connection with Lessee’s irrigation and fire protection utility.

C. At this time, Lessor and Lessee wish to enter into this Lease to provide Lessee with the continued right to use certain shared Facilities.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, receipt of which is acknowledged, Lessor and Lessee hereby agree that the foregoing Recitals are true and correct, and incorporate the same into this Lease in full by reference, and further agree as follows:

1. **DEMISE.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the non-exclusive right to occupy and use that certain office space, shared laboratory equipment and telemetry systems, inclusive of hardware and software, located on the Property, and parking spaces located on and adjacent to the Property, and those certain communication facilities located on the Tower, that Lessee currently uses on the Effective Date in connection with its irrigation and fire protection utility (collectively, the “Premises”).

2. **TERM.** The term of this Lease, unless extended or earlier terminated as provided herein, shall be for a fifty (50) year period, commencing on the Effective Date, and ending on the fifty year anniversary thereof (the “Term”). After such time, the Term shall automatically be extended for successive periods of five (5) years each, unless Lessor and Lessee both sign an agreement indicating that the Lease is terminated.

3. **RENT.** Annual rent during the first year of the Term shall be Ten Thousand Seven Hundred and 00/100 Dollars (\$10,700.00), to be paid in advance, in equal monthly installments of Eight Hundred Ninety One and 67/100 Dollars (\$891.67) each, payable on the first day of each calendar month (“Rent”). Rent shall cover all use of shared office space, laboratory equipment, telemetry systems, inclusive of hardware and software, parking, and shared communication equipment on the Tower. Rent not paid on or before the 10th day of each month shall be subject to a late charge equal to 5% of the monthly installment. In addition to Rent, Lessee shall also pay to Lessor all applicable state sales tax. Rent shall be paid at 984 Old Mill Run, The Villages, Florida 32162, or at such other place as Lessor may, from time to time, direct by written notice to Lessee. Commencing on the second January 1 to occur after the commencement of the Term, and continuing on every anniversary of that date thereafter during the Term, Rent shall increase by a factor which is equal to the percentage increase in the Index (defined below), since the later of the

commencement of the Term, or the last Rent escalation date. The “Index” is hereby stipulated to be the Consumer Price Index for All Urban Consumers: U.S. City average, all items issued by the United States Department of Labor. If the Index as now constituted, compiled and published shall be revised or ceases to be compiled and published during the Term, then the Bureau of Labor Statistics shall be requested to furnish a statement converting the Index to a figure that would be comparable to another index published by the Bureau of Labor Statistics and such other index shall then be used in computing the adjustment in Rent as provided herein.

4. **USE.** Lessee shall use the Premises for the operation of an irrigation and fire protection utility system operation, control, management, and monitoring office. No other use shall be made of the Premises without the prior, written consent of Lessor.

5. **UTILITIES.** All utilities serving the Premises, including but not limited to electricity, water, gas, refuse and garbage service, sewage disposal charges, and janitorial service, shall be secured and paid for by Lessor.

6. **TAXES.** Lessee shall pay all sales taxes due on the Rent under this Lease, and all personal property taxes assessed against Lessee's property kept at the Premises. Lessor shall pay all real estate and ad valorem taxes imposed against the Premises when due and prior to delinquency.

7. **INSURANCE.** Lessor shall maintain fire and extended coverage insurance on the Premises, while Lessee must maintain its own coverage for the protection of its property kept at the Premises. In addition, Lessor shall procure, and pay the premiums on public liability insurance against any and all claims and demands resulting from injuries received in connection with the operation and maintenance of the Premises, with limits of not less than One Million Dollars (\$1,000,000.00), with Lessee shown on the policy as an additional insured. Lessee shall maintain workers' compensation insurance, providing coverage against injury to Lessee's employees on the Premises, as required by law. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the appropriate party, whether Lessor or Lessee, within thirty (30) days of the Effective Date, together with evidence that the premiums have been paid. Each policy shall contain a provision that it may not be canceled for any reason without prior, written notice to any additional insured. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida.

8. **MAINTENANCE.** During the Term, Lessor shall at its sole cost and expense, maintain the structural integrity of the building located on the Property (the “Building”), the roof and the exterior of the Building, the plumbing, air conditioning and heating, electrical, and gas systems, the grounds (including landscaping and plantings), the interior of the Building, and all remaining Facilities, and shall make any routine maintenance repairs not caused by the negligent or deliberate acts of Lessee, its agents, servants, or employees. The maintenance and repair obligation set forth in this Section shall supersede anything to the contrary contained in Section 3.B. of that certain Reciprocal Use Agreement dated March 9, 2015, between The Villages of Lake-Sumter, Inc., Lessor, and Lessee. Lessor shall deliver the Premises with electrical and plumbing in good working condition. The Premises shall be returned to Lessor at the end of this Lease in as good a condition, or better, as existed when Lessee took possession, normal wear and tear excepted.

9. **ENTRY AND INSPECTION.** At any reasonable time, Lessor may enter the Premises and conduct an inspection to determine if Lessee is complying with the terms of this Lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action as may be necessary to bring Lessee into compliance, and recover the cost thereof either from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee.

10. **ALTERATIONS AND IMPROVEMENTS.** No alterations or improvements shall be made to the Premises unless Lessor has first reviewed the plans and both Lessor and Lessee give its written consent. Any alterations or improvements made to the Premises shall become the property of Lessor at the expiration or earlier termination of this Lease, whether paid for by Lessor or by Lessee. All improvements and repairs must be performed by licensed contractors unless the Lessor first consents otherwise in writing.

11. **LIENS.** Lessee shall not have the power or authority to subject the Lessor's interest in the Premises to mechanics, laborers, or materialmen liens of any kind. Lessee will not permit the filing of any lien or claim of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the Premises to be released therefrom within twenty (20) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien.

12. **REPRESENTATIONS OF LESSOR.** In order to induce Lessee to enter into this Lease, the Lessor has made the following representations and no others:

A. Lessor has good title to the Premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this Lease, Lessee shall have quiet and undisturbed possession of the Premises; and

C. All plumbing and electric shall be functional at the time Lessee takes possession.

13. **REPRESENTATIONS OF LESSEE.** In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the Premises and found them to be fit for its intended purposes;

B. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever; and

C. Lessee will perform and abide by each and every term, covenant and agreement of this Lease.

14. **INDEMNITY.** Lessee agrees to indemnify, protect, defend and save the Lessor harmless from and against any and all losses, damages, actions, fines, penalties, demands, liability and expense, including attorneys' fees and costs through litigation and all appeals (the "Claims"), in connection with the loss of life, personal injury and damage to property to the extent arising from or out of Lessee's negligence and intentionally wrongful acts. To the extent permitted by applicable law, Lessor hereby agrees to indemnify, protect, defend and save the Lessee harmless from and against any and all Claims resulting from Lessor's negligence and intentional acts.

15. **DAMAGE BY FIRE OR CASUALTY.** In the event the Premises are damaged by fire or other casualty, Lessor shall, with all due diligence, repair the Premises, and the Rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the Premises.

16. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this Lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this Lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of Rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to seek remedy in accordance with this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts Rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, seek remedy on account thereof. No waiver is deemed made unless expressed in writing and signed by the Lessor.

17. **DEFAULT.** In the event of a default by Lessee, other than a failure to pay Rent or additional rent, which default continues longer than thirty (30) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, or if the circumstances reasonably requires a longer time, and Lessee has not commenced cure and diligently pursued same, Lessor may terminate this Lease and resume possession of the Premises immediately, or at its option

Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any Rent or additional rent due hereunder within fifteen (15) days of Lessee's receipt of written demand from Lessor, Lessor may retake possession of the Premises immediately, and terminate this Lease.

Upon termination of this Lease, Lessee shall surrender the Premises peaceably to Lessor immediately, and if Lessee fails to do so, it shall be deemed guilty of unlawful detainer of the Premises and be subject to remedies provided for that violation.

18. **REMEDIES CUMULATIVE.** Lessor's remedies under this Lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy or claim against the Lessee.

19. **ASSIGNMENT.** This Lease may be assigned by Lessee, without prior written permission from Lessor, provided such assignee agrees to assume the terms and obligations contained in this Lease.

20. **MEMORANDUM.** Lessor or Lessee may, at its option, record a memorandum of this Lease in the Public Records of Sumter County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the Premises.

21. **ESTOPPEL CERTIFICATE.** At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The termination date of this Lease; and

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the Premises, or hereafter executed by Lessor.

22. **RELATIONSHIP OF PARTIES.** Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the Premises or claim any interest superior thereto.

23. **COSTS AND FEES.** In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, then Lessee shall reimburse Lessor for the reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, the prevailing party shall be entitled to recover all such fees from the non-prevailing party.

24. **GOVERNING LAW.** This Lease shall be applied and construed in accordance with the laws of Florida. Venue for any action hereunder shall be in Sumter County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Lease.

25. **NOTICES.** Any notice required by this Lease shall be in writing and shall be either delivered in person, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received.

Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To Lessor: North Sumter County Utility Dependent District
984 Old Mill Road

The Villages, Florida 32162

B. To Lessee: Sumter Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

26. **CONSTRUCTION.** Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this Lease in any manner.

27. **NATURE OF AGREEMENT.** This Lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been extinguished to the extent not set forth specifically herein. The execution of this Lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. This Lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto.

28. **BINDING EFFECT.** This Lease shall be binding on, and inure to the benefit of, not only Lessor, Lessee, but also their respective successors and assigns.

29. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

30. **DEFINED TERMS.** Capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Lease.

WITNESSES:

LESSOR:

ATTEST:

**NORTH SUMTER COUNTY UTILITY
DEPENDENT DISTRICT**

Richard J. Baier, District Manager

By: _____
Print Name: _____
Title: _____

WITNESSES:

LESSEE:

**SUMTER WATER CONSERVATION
AUTHORITY, LLC,**
a Florida limited liability company

Print Name: _____

By: The Villages Operating Company,
a Florida corporation, its Manager

Print Name: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT “V”

EXHIBIT V

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS on this [*] day of [*], 2019 (the “Closing Date”), that **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (“Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to it by **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT**, a dependent district of Sumter County authorized by Chapter 189, Florida Statutes, and created pursuant to Ordinance No. 2010-10 duly adopted by the Board of County Commissioners of Sumter County on July 13, 2010, as amended by Ordinance 2012-14 dated October 23, 2012, as further amended and restated by Ordinance 2012-17 dated December 11, 2012 (“Grantee”), the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, and transfer to Grantee all of Grantor’s right, title, and interest in and to the goods, chattels, and personal property described as follows (collectively, the “Personalty”); provided, however, that all of the goods, chattels, and personal property listed in Schedule 3 attached hereto and by this reference incorporated herein are excluded assets that are not included in the conveyance memorialized by this Bill of Sale, and shall not constitute “Personalty” for any purpose whatsoever notwithstanding anything to the contrary set forth in this Bill of Sale:

1. To the extent constituting goods, chattels, and/or personal property, all water treatment plants, water supply and distribution facilities, wastewater treatment plants, and collection facilities of every kind and description whatsoever located within the Service Area and utilized in connection with the Utility System, including, but not limited to pumps, lift stations, wells, transmission mains, distribution mains, supply pipes, collection pipes, facilities, valves, meters, meter boxes, service connections and all other physical facilities and property installations in use in connection with the Utility System.

2. The items of inventory listed in Schedule 1 attached hereto and by this reference incorporated herein, together with additions and replacements thereto, but less and except all items of inventory utilized in Grantor’s operation of the Utility System in the ordinary course of business prior to the Closing Date.

3. All past and current customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by Grantee which are in possession of Grantor and its agents (but not correspondence with its attorneys or attorney work product) on the Closing Date pertaining to the operation of the Utility System.

4. One (1) set of record drawings, including as-built drawings where available, showing all facilities of the Utility System.

5. All billed and unbilled accounts receivable of Grantor generated from the delivery of utility services through the Utility System as of the Closing Date and listed in Schedule 2 attached hereto and by this reference incorporated herein.

6. The plans and specifications showing the Utility System as now constructed (As-Built and/or Record Drawings), together with a map showing the water distribution lines, wastewater collection lines and lift stations and appurtenances as now constructed.

7. All material equipment, vehicles, tools, parts, laboratory equipment, office equipment, unset or reserved meters, and other personal property located on or used in connection with the Utility System on the Closing Date.

8. All engineering and architectural specifications, engineering studies, planning documents, tests, licenses and permits (if assignable), investigations and surveys relating to the Personalty and all other real and personal property being conveyed by Grantor to Grantee on the Closing Date.

TO HAVE AND TO HOLD the Personalty unto Grantee, its successors and assigns forever.

The following terms shall have the following meanings:

1. “Service Area” means the service area for the Utility System.
2. “Utility System” means the potable water treatment and distribution system and wastewater collection, treatment and disposal system that provide services to a portion of the mixed-use development commonly referred to as “The Villages” located in portions of unincorporated Sumter County, the City of Wildwood, and the City of Fruitland Park, all within Florida, that is being sold by Grantor to Grantee on the Closing Date.

This Bill of Sale shall be governed by and construed under the laws of the State of Florida, without regard to conflict of laws principles.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale to and in favor of Grantee on this [*] day of [*], 2019.

GRANTOR:

**CENTRAL SUMTER UTILITY
COMPANY, LLC**, a Florida limited liability
company

BY: **THE VILLAGES OPERATING
COMPANY**, a Florida corporation, its
Manager

By: _____

Name: _____

Title: _____

[Remainder of Page Intentionally Blank. Schedules Follow.]

SCHEDULE 1 TO BILL OF SALE

See Attached.

[PARTIES TO ATTACH FINAL EXHIBIT F OF PURCHASE AGREEMENT]

SCHEDULE 2 TO BILL OF SALE

See Attached.

[PARTIES TO ATTACH FINAL EXHIBIT Q OF PURCHASE AGREEMENT]

SCHEDULE 3 TO BILL OF SALE

See Attached.

[PARTIES TO ATTACH FINAL EXHIBIT M OF PURCHASE AGREEMENT]