

AGENDA
HOMOSASSA SPECIAL WATER DISTRICT
Regular Meeting

April 19, 2010

Commissioner Diann G. Schultz, Chairman	
Commissioner Dennis Seibert, Vice Chairman	Commissioner Rodney MacRae, Sec/Treas
Commissioner Robert Jeeves	Commissioner James Bitter
David Purnell, Superintendent, HSWD	Denise Lyn, HSWD Attorney

NOTICE TO THE PUBLIC

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based, (Section 286.0105, Florida Statutes)

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the Homosassa Special Water District Office, 7922 W. Grover Cleveland Blvd., Homosassa, FL 34448 or P.O. Box 195, Homosassa, FL 34487, (352) 628-3740, at least two (2) days before the meeting. If you are hearing or speech impaired, call 1-800-955-8771.

1) Additions, Corrections, Deletions of Regular Meeting Minutes of March 15, 2010

2) Public Input

- A) Martha Jones (Adjustment due to leak)**
- B) Geoffery Roberts (Adjustment due to leak)**

3) Blue Cross Blue Shield (Jody Roxby)

4) Attorney Report

- A) Stonebrook Mobile Home Park (Update)**
- B) Inter Local Agreements with Citrus County (Update)**
- C) MTBE Litigation Settlement Proposal & Documents for the Board to sign**

5) 2009-2010 Budget

6) Staff Report

- A) Banking Information**

7) Superintendent's Report

8) Reports to the Board

- A) Past Dues mailed**
- B) Shut Off**
- C) Overtime Report**
- D) Adjustment Report**

9) Board Comments

10) Pay Bills/Adjournment

Homosassa Special Water District

REGULAR MEETING

April 19, 2010

A regular meeting of the Board of Commissioners of the Homosassa Special Water District was held on Monday, April 19, 2010 at the Water District office located at 7922 W. Grover Cleveland Blvd., Homosassa, FL.

Present were:

Commissioner Schultz
Commissioner Seibert
Commissioner Jeeves
Commissioner Bitter
Commissioner MacRae

Denise Lyn, HSWD Attorney
David Purnell (Superintendent)
Teresa Olds (HSWD Staff)
Alvie Baker (HSWD Staff)
Jesse Roxby (BCBS)
Janice Arthur

Commissioner Schultz called the meeting to order at 3:00 p.m.

1) Additions, Corrections, Deletions of the Minutes of the Regular Meeting of March 15, 2010

Commissioner Jeeves made a motion to discuss changes to the Minutes of the Regular Meeting of March 15, 2010. Commissioner Schultz made a change on page 3, the last sentence under Waste Water Services Agreement which in the March Minutes stating the item should have been on the April Agenda and it was not, so it will be on the May Agenda. Also on page 5 first sentence change the spelling of the word do to due. Commissioner Seibert made a motion to accept the changes to the Minutes. Commissioner Jeeves seconded. Vote yes. Motion carried.

2) Public Input:

A) Martha Jones (Adjustment due to leak)

Commissioner MacRae made a motion to waive the conservation rates for March and grant an extension of six months to pay if needed. Commissioner Seibert seconded. Vote yes. Motion carried.

B) Geoffrey Roberts (Adjustment due to leak)

Commissioner MacRae made a motion to waive the conservation rates for February and grant an extension of six months to pay if needed. Commissioner Seibert seconded. Vote yes. Motion carried.

3) Blue Cross Blue Shield (Jesse Roxby)

Discussion.

Commissioner Bitter made a motion to accept Plan 5463. Commissioner Jeeves seconded. All opposed. Motion failed.

Discussion.

Commissioner Seibert made a motion to accept Plan 5462. Commissioner MacRae seconded for discussion.

Discussion.

No further questions Chairman Schultz will now call for a vote. All of those in favor to accept the Blue Cross Blue Shield Blue Options Plan 5462. Commissioner Schultz, Bitter, Jeeves, MacRae, Seibert Vote yes. Motion carried.

The Board instructed Jeeve to check into the following: (1) See if we could get the insurance extended for a longer period of time. (2) Contact us if any changes are made throughout the year with our policy. (3) Check to see if the cost would be less if BCBS is only used as supplement insurance not primary. (4) Check to see if the Board could get loss ratio information.

4) Attorney Report

A) Stonebrook Mobile Home Park (Update)

Discussion.

Mr. Clark drew up a survey for Mr. Whetstone, he did not like it because he wants the easement moved, we can't move it because then it will no longer encumbrances the water line.

The lawyer from American Land Lease and Attorney Lyn are going to have a conference call with Mr. Whetstone as soon as he calls and schedules it.

Commissioner Schultz made a motion for Attorney Lyn to make an offer to Mr. Whetstone to agree to leave the easement where it is now. However, give him the option to suggest moving the easement at a later date at his cost should it become necessary for the development of his property. Commissioner Jeeves seconded. Vote yes. Motion carried.

B) Inter Local Agreements with Citrus County (Update)

Attorney Lyn said that the Inter Local Agreements will be on the County Agenda the second meeting in April.

The Board directed Superintendent Purnell to come up with a bulk rate and analysis for the May Board Meeting.

5) 2009-2010 Budget

Discussion.

Commissioner MacRae directed the staff to find out what the restitution payment should be every month, and also the total that has been paid since the payments started in 7/05.

6) Staff Report

A) Banking Information

Discussion.

Put on May Agenda CD's up for renewal

4-C) MTBE Litigation Settlement Proposal & Documents for the Board to sign.

Discussion.

Commissioner Bitter made a motion to accept the MTBE Agreement as written. Commissioner Jeeves seconded for discussion.

There was a conference call with a representative from Napoli Ripka Bern & Associates LLP and the Board. The Board had a few questions about the settlement.

Commissioner Bitter made a motion that the necessary resolution be enacted by the Board. Commissioner Jeeves seconded. Vote yes. Motion carried. Amend motion to add to the resolution accepting the three settlement agreements and authorizing the Chairman to execute the settlement agreements. Commissioner Bitter amended motion. Commissioner Jeeves seconded. Commissioner Schultz, Bitter, Jeeves, Seibert, MacRae Vote yes. Motion carried.

7) Superintendent's Report

Discussion.

Commissioner MacRae made a motion for Superintendent Purnell to go forward with the request for bids for 75 loggers. Commissioner Seibert seconded. Vote yes. Motion carried.

8) Reports to the Board

- A) Shut off List (on file)**
- B) Number of Past Dues Mailed (on file)**
- C) Overtime Report (on file)**
- D) Adjustment Report (on file)**

9) Board Comments

Board directed Superintendent Purnell to come up with a cost for the River Crossing for the May Meeting.

10) Pay Bills/Adjournment

Commissioner Schultz made a motion to pay bills and adjourn the meeting. Commissioner Jeeves seconded. Vote yes. Motion carried.

05/13/10
09:42:29

HOMOSASSA SPECIAL WATER DISTRICT
Check Register for 101050-Cash In Bank Operating Superior
For the Accounting Period: 3/10

Page: 1 of 2
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
2132 *	S	1 A-1 ALARM SYSTEMS	100.00	03/15/10	3/10	CL 6646	100.00
2133	S	7 ADVANCE AUTO PARTS	44.06	03/15/10	3/10	CL 6521	12.49
						CL 6544	25.38
						CL 6581	6.19
2134	S	291 ARAMARK REFRESHMENT SERVICES	47.00	03/15/10	3/10	CL 6645	47.00
2135	S	27 BRIGHT HOUSE NETWORK	62.96	03/15/10	3/10	CL 6653	62.96
2136	S	150 CENTURYLINK	390.15	03/15/10	3/10	CL 6654	253.05
						CL 6655	137.10
2137	S	29 CITRUS COUNTY BOCC	426.24	03/15/10	3/10	CL 6642	213.12
						CL 6643	213.12
2138	S	132 PROGRESS ENERGY FLORIDA	18.15	03/15/10	3/10	CL 6647	18.15
2139	S	159 SUNSTATE METER & SUPPLY	357.19	03/15/10	3/10	CL 6644	357.19
2140	S	27 BRIGHT HOUSE NETWORK	111.53	03/23/10	3/10	CL 6662	111.53
2141	S	248 BUCK & BUCK	119.00	03/23/10		CL 6669	119.00
2142	S	217 CABOT LODGE	138.00	03/23/10	3/10	CL 6672	138.00
2143	S	302 CONNEY SAFETY	777.07	03/23/10	3/10	CL 6666	777.07
2144	S	77 FLORIDA MUNICIPAL	14498.00	03/23/10	3/10	CL 6663	14498.00
2145	S	111 LOWE'S BUSINESS ACCT	3680.87	03/23/10	3/10	CL 6579	90.09
						CL 6657	34.62
						CL 6658	127.15
						CL 6659	3429.01
2146	S	321 MOBIL 1 LUBE EXPRESS	31.99	03/23/10	3/10	CL 6667	31.99
2147	S	120 NATIONAL GEOGRAPHIC SOCIETY	34.00	03/23/10	3/10	CL 6670	34.00
2148	S	320 PAVE-RITE INC	3100.00	03/23/10	3/10	CL 6665	3100.00
2149	S	293 REDRICK TRUCKING, INC.	210.00	03/23/10		CL 6664	210.00
2150	S	140 RICK SANDVICK	80.00	03/23/10	3/10	CL 6661	80.00
2151	S	73 RICKY FIELDS	80.00	03/23/10	3/10	CL 6675	80.00

05/13/10
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Page: 2 of 2
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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
2152	S	234 SUNTRUST LOAN PAYMENT	20578.75	03/23/10		CL 6668	20578.75
2153	S	191 TERESA OLDS	98.00	03/23/10	3/10	CL 6673	98.00
2154	S	154 TONY STEPHENS	80.00	03/23/10	3/10	CL 6674	80.00
2155	S	171 WALMART COMMUNITY	425.57	03/23/10	3/10	CL 6580	140.15
						CL 6634	247.36
						CL 6660	38.06
2159 *	S	150 CENTURYLINK	124.56	03/29/10		CL 6681	41.98
						CL 6682	38.21
						CL 6683	44.37
2160	S	122 NEXTEL COMMUNICATIONS	491.39	03/29/10		CL 6684	491.39
2161	S	157 SUNTRUST BANKCARD, N A	649.25	03/29/10		CL 6588	287.07
						CL 6636	264.00
						CL 6637	11.08
						CL 6649	21.24
						CL 6650	2.58
						CL 6671	63.28
2162	S	182 DENISE A LYN, P.A.	562.50	03/29/10		CL 6687	562.50
2163	S	274 IN TOUCH COMMUNICATIONS	95.00	03/29/10		CL 6686	95.00
2164	S	293 REDRICK TRUCKING, INC.	210.00	03/29/10		CL 6685	210.00
2165	S	999999 CHERYL & GEOFFREY SCHANAKE	18.00	03/29/10		CL 6691	18.00
2166	S	100 HOMOSASSA SPECIAL WATER	1065.00	03/29/10	3/10	CL 6693	1065.00
2167	S	999999 JIMMIE JOHNSON	244.85	03/29/10		CL 6688	244.85
2168	S	999999 JOB WARSHAW	37.25	03/29/10		CL 6692	37.25
2169	S	999999 RICHARD DUMAS	171.05	03/29/10		CL 6690	171.05
2170	S	999999 WILLIAM GEARY	8.50	03/29/10		CL 6689	8.50
Total for Claim Checks			49165.88				
Count for Claim Checks			36				
# of Checks:	36	Total:	49165.88				

05/13/10
09:43:28

HOMOSASSA SPECIAL WATER DISTRICT
Check Register for 101050-Cash In Bank Operating Superior
For the Accounting Period: 4/10

Page: 1 of 2
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
2171	M	110 LINDA M. COOPER	300.00	04/01/10		CL 6694	300.00
2172	S	1 A-1 ALARM SYSTEMS	100.00	04/05/10		CL 6711	100.00
2173	S	262 AFFORDABLE BILLING SOLUTIONS	478.64	04/05/10		CL 6706	478.64
2174	S	36 CENTRAL MATERIALS CO	16.80	04/05/10		CL 6712	16.80
2175	S	150 CENTURYLINK	130.00	04/05/10		CL 6709	130.00
2176	S	45 CRYSTAL RIVER QUARRIES	43.07	04/05/10		CL 6708	43.07
2177	S	96 HOME DEPOT CREDIT SERVICES	89.93	04/05/10		CL 6648	89.93
2178	S	97 HOMOSASSA PRINTING	26.00	04/05/10		CL 6700	26.00
2179	S	107 KANE'S ACE HARDWARE	389.91	04/05/10		CL 6638	31.96
						CL 6651	9.49
						CL 6652	44.50
						CL 6676	47.24
						CL 6677	40.05
						CL 6678	68.35
						CL 6679	8.37
						CL 6713	16.57
						CL 6714	42.98
						CL 6715	60.95
						CL 6716	19.45
2180	S	211 RING POWER CORPORATION	550.00	04/05/10		CL 6696	275.00
						CL 6697	275.00
2181	S	157 SUNTRUST BANKCARD, N A	31.99	04/05/10		CL 6635	31.99
2182	S	191 TERESA OLDS	178.70	04/05/10		CL 6699	178.70
2183	S	154 TONY STEPHENS	74.80	04/05/10		CL 6698	74.80
2184	S	179 W R E C	2331.36	04/05/10		CL 6695	2219.43
						CL 6710	111.93
2186 *	S	173 WASTE MGMT OF CENTRAL FL	97.56	04/05/10		CL 6707	97.56
2187	S	291 ARAMARK REFRESHMENT SERVICES	47.00	04/13/10		CL 6721	47.00
2188	S	23 BLUE CROSS/BLUE SHIELD OF FLORIDA	8649.37	04/13/10		CL 6728	8649.37
2189	S	27 BRIGHT HOUSE NETWORK	299.90	04/13/10		CL 6718	189.95
						CL 6719	109.95

05/13/10
09:43:28

HOMOSASSA SPECIAL WATER DISTRICT
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Page: 2 of 2
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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
2190	S	248 BUCK & BUCK	235.95	04/13/10		CL 6733	235.95
2191	S	98 HOMOSASSA TIRE	150.00	04/13/10		CL 6726	150.00
2192	S	186 MCDONALD GROUP INTERNATIONAL, INC.	840.00	04/13/10		CL 6723	840.00
2193	S	316 NATIONAL NOTARY ASSOCIATION	7.86	04/13/10		CL 6717	7.86
2194	S	307 NATURE COAST WEB DESIGN & MARKETING, INC	30.00	04/13/10		CL 6725	30.00
2195	S	132 PROGRESS ENERGY FLORIDA	30.51	04/13/10		CL 6720	12.36
						CL 6732	18.15
2196	S	141 S A C ENVIRONMENTAL	121.00	04/13/10		CL 6731	121.00
2197	S	156 SUNSHINE STATE ONE CALL	114.58	04/13/10		CL 6729	114.58
2198	S	159 SUNSTATE METER & SUPPLY	1422.28	04/13/10		CL 6722	1422.28
2199	S	216 TAYLOR RENTAL	531.68	04/13/10		CL 6724	531.68
2200	S	296 TRANSMONTAIGNE PRODUCT SERVICES, INC	2238.89	04/13/10		CL 6727	2238.89
2201	S	315 WASTE SERVICES OF FLORIDA INC	24.13	04/13/10		CL 6730	24.13
Total for Claim Checks			19581.91				
Count for Claim Checks			30				

of Checks: 30 Total: 19581.91

**Martha Jones
11569 W. Riverhaven Drive
Homosassa, Florida 34448
352-621-8047**

**Honorable Board of Commissioners
Homosassa Special Water District
P.O. Box 195
Homosassa, FL 34487**

Dear Commissioners,

During the last service dates of 02/22/2010 to 03/23/2010 there was a water leak outside of my home. We did not discover this in time to prevent excessive water usage since it was leaking into the back yard and being absorbed into the ground. A plumber repaired the leak on 03/30/2010.

Since we have been good customers for several years, paying on time and following the water restrictions, I wonder if an adjustment could please be made to our account?

Thank you in advance for your attention to this matter.

Sincerely Yours,


Martha Jones

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM
CUSTOMER WATER READINGS

HOMOSASSA WATER DISTRICT

11:59:40 - 04/08/2010

Customer Name: JONES, DANIEL OR MARTHA**Account:** 00615-00**Route - Meter:** 02-010510

From 3-2009 to 4-2010

Service Address: 11569 W RIVERHAVEN DR**Mtr Id - Type - Size:** 90660919 M 5/8**Meter Serial #:**

(Readings in Actual Units)

AP-Year	Reading	Reading Date	Monthly Usage	YTD Usage	Reading Type
03-2010	1645000	03/23/2010	52000	63000	ACTUAL READING
02-2010	1593000	02/22/2010	5000	11000	ACTUAL READING
01-2010	1588000	01/19/2010	6000	6000	ACTUAL READING
12-2009	1582000	12/21/2009	4000	89000	ACTUAL READING
11-2009	1578000	11/17/2009	5000	85000	ACTUAL READING
10-2009	1573000	10/20/2009	8000	80000	ACTUAL READING
09-2009	1565000	09/22/2009	8000	72000	ACTUAL READING
08-2009	1557000	08/18/2009	7000	64000	ACTUAL READING
07-2009	1550000	07/21/2009	8000	57000	ACTUAL READING
06-2009	1542000	06/22/2009	8000	49000	ACTUAL READING
05-2009	1534000	05/19/2009	9000	41000	ACTUAL READING
04-2009	1525000	04/21/2009	8000	32000	ACTUAL READING
03-2009	1517000	03/17/2009	9000	24000	ACTUAL READING

April 8, 2010

Homosassa Special Water District

P.O. Box 195

Homosassa, FL 34487

FAX #: 352-628-4865

Attn: Board

To Whom It May Concern:

There was a leak at my property located at 6456 S. Lanceleaf, Homosassa, FL 34448 in the amount of 85,000 gallons- back in February 2010.

The leak has been repaired. I am asking for relief on my water bill. Please consider this during your next board meeting.

Thank you,

geoffery roberts

Acct# 02014-00

**BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM
CUSTOMER WATER READINGS**

HOMOSASSA WATER DISTRICT

11:30:49 - 04/08/2010

Customer Name: ROBERTS, GEOFFREY**Account:** 02014-00**Route - Meter:** 06-06680

From 2-2009 to 4-2010

Service Address: 6456 S LANCELEAF**Mtr Id - Type - Size:** 8931910 M

5/8

Meter Serial #:

(Readings in Actual Units)

AP-Year	Reading	Reading Date	Monthly Usage	YTD Usage	Reading Type
03-2010	1734000	03/23/2010	2000	91000	ACTUAL READING
02-2010	1732000	02/22/2010	85000	89000	ACTUAL READING
01-2010	1647000	01/19/2010	4000	4000	ACTUAL READING
12-2009	1643000	12/21/2009	1000	37000	ACTUAL READING
11-2009	1642000	11/17/2009	3000	36000	ACTUAL READING
10-2009	1639000	10/20/2009	2000	33000	ACTUAL READING
09-2009	1637000	09/22/2009	8000	31000	ACTUAL READING
08-2009	1629000	08/18/2009	9000	23000	ACTUAL READING
07-2009	1620000	07/21/2009	4000	14000	ACTUAL READING
06-2009	1616000	06/22/2009	3000	10000	ACTUAL READING
05-2009	1613000	05/19/2009	1000	7000	ACTUAL READING
04-2009	1612000	04/21/2009	2000	6000	ACTUAL READING
03-2009	1610000	03/17/2009	1000	4000	ACTUAL READING
02-2009	1609000	02/17/2009	1000	3000	ACTUAL READING

NAPOLI BERN RIPKA
Attorneys • At • Law

MARC JAY BERN
SENIOR PARTNER
MIJBERN@NAPOLIBERN.COM

April 7, 2010

**CONFIDENTIAL – ATTORNEY–CLIENT PRIVILEGED COMMUNICATION
NOT FOR PUBLIC DISTRIBUTION**

Board of Commissioners
The Homosassa Special Water District
7922 W. Grover Cleveland Blvd.
Homosassa, FL 34487

Re: *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*
USDC – SDNY, MDL-1358
The Homosassa Special Water District

Dear Board of Commissioners:

We are very pleased to inform you that after several additional months of hard fought fact and expert discovery and intensive negotiations, we have obtained settlement offers from the majority of the defendants (hereinafter the "Settling Defendants") in the MTBE litigation involving all of our clients. As with our prior partial settlement, this results in a process that allows us to convey individually-allocated offers to the plaintiffs in each MTBE case in which our firm is involved, including a settlement offer for your District.¹

This letter is to advise you of the conditions and criteria of the proposed settlement, to outline the advantages and disadvantages of settling, to provide a timeline of upcoming events and to recommend a settlement amount that we believe is a fair and reasonable result under the circumstances of your individual case. Once you have reviewed this letter and the accompanying documents, we will be happy to meet with you to discuss the offers in further detail if you so require. In order to receive the monies offered, the District must return the signed and notarized release package in the overnight envelope provided.

Additionally, as a condition of the settlement agreements, the Settling Defendants require that each Plaintiff represented by our firm provide copies of documentation sufficient to establish that each Plaintiff has the authority to execute the settlement agreements and that each Plaintiff's

¹ While our office represents various types of entities, such as towns, villages, private corporations, the majority of our clients are water districts. Therefore, for the sake of clarity and consistency, the term "District" is used throughout this letter to reference all of our clients.

NAPOLI BERN RIPKA & ASSOCIATES LLP

New York | New Jersey | Pennsylvania | Oklahoma

www.nbrlawfirm.com

Board of Commissioners
Re: *In re: MTBE*
The Homosassa Special Water District
April 7, 2010, page 2

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execution of the agreements is valid and binding to such Plaintiff. Accordingly, we request that you provide such documentation, preferably a resolution, along with the signed and notarized release package.

The Settling Defendants

The Settling Defendants included in this settlement are the following:

- Amerada Hess Corporation
- Atlantic Richfield Company
- BP Products North America (Amoco)
- Chevron U.S.A.
- Citgo Petroleum Corporation and Citgo Refining and Chemical Company
- Coastal
- ConocoPhillips
- El Paso Merchant Energy-Petroleum Company
- Equilon Enterprises
- Equistar Chemicals
- Exxon Mobil Corporation
- Getty Properties Corporation, individually and f/k/a Getty Petroleum Corporation
- Gulf Oil Limited Partnership
- Huntsman Petrochemical Corporation
- Lukoil Americas
- Lyondell Chemical Company
- Lyondell-Citgo Corporation
- Motiva Enterprises
- The Premcor Refining Group
- PDV Midwest Refining
- Sabic America
- Shell Oil Company, Shell Oil Products Company, Shell Oil Products Company, LLC, Shell Petroleum, Inc., Shell Trading (US) Company
- Sunoco, Inc., Sunoco, Inc. (R&M)
- Texaco, Inc.
- Texas Petrochemical
- TMR Company
- Tosco Corporation
- Total Petrochemicals USA, Inc.
- Valero Energy Corporation, Valero Marketing and Supply Company, Valero Refining – Texas, Valero Refining and Marketing

The Settling Defendants represent the major refiners, distributors and retailers of MTBE and/or MTBE containing gasoline. Although this settlement is an important and exciting development, it will not completely end the litigation of your case. Defendants Irving Oil Corporation and Irving Oil, Ltd. (collectively referred to as “Irving”) have elected to not settle and we are continuing our zealous prosecution of your claims against these remaining defendants. However, we hope this settlement will aid our negotiation process with Irving or provide a clean shot at trial. We will continue working on your case.

As in our prior partial settlement, settling with the Settling Defendants will not impair your claims against the remaining defendants. Pursuant to Florida Law, your settlement with the Settling Defendants does not discharge Irving but only reduces the amount of damages recoverable from any non-settling “joint” tortfeasor to the extent of the consideration paid to obtain the settlement and release. *See* Sections 43.015(2), 768.041(1)-(2), and 768.31(5), Fla. Stat. (2005).

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Board of Commissioners
Re: In re: MTBE
The Homosassa Special Water District
April 7, 2010, page 3

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Background Of The Case

Much of this background information has been previously provided to you but we thought it might be useful to provide it again. MTBE is a chemical that was initially blended into gasoline by oil refiners in the 1980s to boost octane in conjunction with the phase-out of lead. The use of MTBE increased in the 1990s in response to the 1990 Amendments to the Clean Air Act, which required the use of oxygenates in gasoline in certain areas of the country that did not meet air-quality standards. Oil refiners across the country overwhelmingly chose MTBE as their "oxygenate of choice" over various other alternatives.

Shortly after MTBE gained nationwide use, it began contaminating groundwater supplies and drinking water wells. Many of the oil companies that added MTBE to gasoline knew by the early 1980s that MTBE posed particular risks to drinking water: they knew that underground gasoline storage tanks all across the United States were leaking; they knew that MTBE would be released from these tanks; they knew that once released, MTBE would dissolve easily into water and flow quickly over, great distances; and they knew that drinking water contamination was inevitable.

We represent a number of public water providers whose water supplies have been contaminated with MTBE or are threatened with MTBE contamination. Since beginning of this litigation in 2003, the number of affected providers has grown, so that we currently represent four water providers located in Florida (we also represent 20 municipalities in New York's Nassau and Suffolk Counties).

Although we originally filed our first cases in the state courts, the oil companies argued that they should be removed to federal court and consolidated in one court for pre-trial proceedings. Since February 2004, the cases have been consolidated as a multi-district litigation ("MDL") before the Honorable Shira Scheindlin in the United States District Court for the Southern District of New York. Therefore, the majority of the cases after 2004 were filed in that Court.

Litigating against the world's largest oil companies has been extremely difficult. Throughout the litigation they have tried and continue to try every possible legal maneuver to convince the court that our claims are worthless, to have certain actions dismissed or stayed, to avoid taking part in meaningful discovery, to delay any possible resolution and to avoid taking responsibility for the problem they created. They even sought legislative immunity from these cases in both houses of the United States Congress (which failed to pass by only one vote). As we are preparing for trial in the cases brought by the Village of Hempstead and the West Hempstead Water District (currently scheduled for trial in December, 2010), we fought a number of legal battles that benefited not only those cases, but the others, as well. We also conducted exhaustive discovery that could be used for all of the cases.

The expenses necessary to try these cases are enormous, requiring hydrogeologists, treatment experts, taste experts, economists, gas distribution experts, groundwater modeling, and

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Board of Commissioners
Re: *In re: MTBE*
The Homosassa Special Water District
April 7, 2010, page 4

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much more. The trials will take months, and it is certain to be years before every case now filed reaches trial.

In addition to the risks at trial, there are legal motions that the defense has filed and will file that, if granted, could end or prolong your case. Even if we win all these motions, appeals of these complex legal issues after trial will take years. The oil and gas industry can obviously afford to fight these cases for as long as they wish. Nonetheless, we have vigorously prosecuted the case and have defeated most of the motions brought to date. After months of lengthy and difficult discussions and negotiations, we arrived at the term sheet presented to you here.

Overview Of The Settlement Offer And Approval Process

As you will recall, our office previously advised the District that we were entering into both individual and global settlement talks with all of the Defendants. While we are continuing our settlement discussions with Irving, we have obtained an acceptable offer from the Settling Defendants. Our office has carefully negotiated and evaluated their offer and we have concluded that the offer is reasonable and fair. Accordingly, we are strongly recommending to our clients that they accept this offer. Please note that the settlement offer is conditioned on acceptance by every client we represent.

We have carefully evaluated the claims of each client involved so that the funds are shared fairly. It is solely *your* option to decide whether you wish to settle on behalf of your District for the amount our firm recommends. If you reject our recommendation, all of the cases will proceed with discovery against the Settling Defendants and eventually go to trial or settlement. If any of our clients reject the settlement offer, the Settling Defendants have the right to withdraw the offer as to all Districts.

The Advantages And Disadvantages Of Settlement

There are several reasons why we recommend that you approve the settlement against the Settling Defendants rather than take the District's case to trial against them. The chief reason is that we believe that it is a fair offer for all of our clients. Also, it is extremely unlikely that this offer will be increased by further litigation or negotiations. Going to trial is inherently risky, while the proposed settlement offers you certainty and finality.

The amount of the settlement allocated to each District, if you decide to settle, is our best estimate of the present settlement value of your case against the Settling Defendants. Our recommendation is not an estimate as to what a jury might award if your case went to trial. Our firm has been trying cases for decades and trials, as you know from reading the newspapers, can be extremely unpredictable. Juries may award far less than the amount we anticipated and, in some cases, they may award nothing at all. There is no way to predict the ultimate outcome. This is one of the factors favoring a settlement, provided it is a fair one. Based on our professional judgment, training and experience in this area of the law, as well as our evaluation of your case, together with the other cases being settled, we believe that under all of the existing facts and circumstances, it is a fair and reasonable settlement offer.

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Board of Commissioners
Re: In re: MTBE
The Homosassa Special Water District
April 7, 2010, page 5

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Other reasons to settle your claim include: (i) you will be compensated now as opposed to much later when your case goes to trial (even assuming you prevail at trial); (ii) your costs will be much lower now than they would be if we took your case to trial; (iii) you will avoid potential appeals and other time delays; (iv) you have certainty in the amount you will receive for your damages; and (v) you avoid the inherent uncertainty of a trial, where there is a possibility that the jury could find for the defendant or award less than the amount of any settlement.

Because trials are uncertain, expensive and involve lengthy delays, clients often agree to settle for less money than they would hope to recover at trial. However, as noted above, the advantage is that the amount of recovery is assured and reasonably prompt. Furthermore, settling against the Settling Defendants will allow us to use all of our resources in representing you against the remainder of the defendants.

The disadvantages of agreeing to this partial settlement are that you are giving up your claims and your right to a jury trial against the Settling Defendants. You are giving up the possibility that you may recover more if you win at trial and the jury awards you a larger sum. However, if you do receive a large jury award, that award could be reduced by the trial court. Defendants would probably appeal the verdict and while an appeal would increase your litigation costs, your award could be reduced or even overturned on appeal.

The District's Settlement Allocation Amount

Following extensive negotiations, the Settling Defendants agreed to pay a lump sum of \$35,000,000 and ExxonMobil Corporation agreed to pay \$4,500,000. These amounts were combined and allocated by our firm, based on the allocation principle as discussed further in this letter as follows: \$37,500,000 was allocated to our New York-based clients and \$2,000,000 was allocated to our Florida-based clients. Attached as Exhibit "A" is a list of the amounts each District was allocated.

The settlement offers were "aggregate" offers to be divided by the parties and lawyers. The Settling Defendants did not allocate or divide these sums, but this was done by our office looking at several factors. First, because many settling defendants had no presence in the state of Florida it would be unfair to share the proceeds from those defendants among the Florida districts. Additionally, our Florida clients have suffered no detectable MTBE contamination to date. We therefore allocated Two Million Dollars, approximately 5%, to our Florida clients. Of the \$2,000,000, we allocated the percentage of recovery based upon the number of public supply wells. As Tampa Bay Water District has the greatest number of wells, 70% was allocated to them, while the remaining 30% was split evenly among the remaining three districts. See Exhibit "B".

Pursuant to our legal services agreement, our fee comes out of your recovery (whether by settlement or verdict). Legal costs and expenses we have incurred on your behalf in the litigation will also be deducted from your recovery, up to a maximum of 5% of your recovery. Please note that the costs taken into account at this time include only costs accrued as of the date of this

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Board of Commissioners
Re: *In re: MTBE*
The Homosassa Special Water District
April 7, 2010, page 6

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letter. As we continue litigating your case, these costs will inevitably increase. In arriving with the net recovery number we have deducted all of the expenses accrued at this time from the gross amount. Any future settlement with Irving will have only those expenses incurred the date of this letter.

As a result, the District was allocated \$200,000.00 as a gross settlement number. After a full accounting of our costs and disbursements to date, the costs and expenses charged to the District are \$10,000.00. Note that \$27,502.59 was not charged pursuant to the terms of the retainer agreement. See Exhibit "D" for detail of costs and expenses. As you are aware, \$760.00 in costs were previously charged in the partial settlement with Flint Hills, Crown Central, and Marathon Oil. Accordingly, the net recovery at this time is approximately \$140,000.00 to the District, after attorneys' fees (which are \$50,000). So, upon our receipt of the signed releases, documentation authorizing the settlement, and money issued to us by the Settling Defendants, the District will receive the net sum of **\$140,000.00** See Exhibit "C".

A settlement ethicist was retained at our request to consult with us concerning the complex issues associated with aggregate settlements and to conduct an independent review of the settlement allocations recommended by our firm and has approved the fairness of the allocation process. He has approved your allocation as both ethical and fair. You may choose to reject the settlement and proceed to trial. However, if you are thinking of rejecting the settlement, please call us to discuss this before you make a final decision.

What Happens Next?

The aggregate total settlement and your District's individual share of that settlement will only be finalized once we receive approvals from all of our clients by May 14th, 2010, although this may be extended for a very short time. If less than 100% of the Plaintiffs accept the settlement offer, the Settling Defendants could withdraw their settlement proposal. We expect that the settlement will be approved by all of the Districts.

Timing Of The Settlement Distributions

1. Once the District approves the settlement proposal, we will immediately submit the executed Releases and Resolutions to the Settling Defendants for review and approval.

2. Enclosed with this letter are three documents that require your signature: (1) a Settlement Agreement and Release with ExxonMobil; (2) a Release and Indemnity Agreement with ExxonMobil; and (3) a Settlement Agreement and Release with the remainder of the Settling Defendants. A Release is a formal legal document. When you sign them, you will be giving up *all* MTBE claims you may have against the Settling Defendants. You must sign all Releases and Agreements or you cannot receive any funds.

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Board of Commissioners
Re: *In re: MTBE*
The Homosassa Special Water District
April 7, 2010, page 7

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3. As soon as we receive approval and the required documentation from all the Districts, the settlement funds can be released to your District.

4. If things move along well, this process could be concluded within sixty (60) days and perhaps sooner for those who submit their approval of their settlements the soonest.

Conclusion

In conclusion, we recommend that you approve the aggregate settlement amount and your District's specific allocation. *You have the absolute right to accept or reject this settlement offer.* After considering all of the relevant factors, we strongly recommend that you approve the settlement. We fought long and hard to achieve this settlement that we believe is the best possible result under the circumstances of this case. We believe that this is a good settlement for you, as well as for the other clients whom we represent and who are included in this aggregate settlement offer.

If you wish to receive the settlement funds, return the executed releases to us immediately. If you would like to discuss this matter further or are reluctant to approve the settlement for the amount set forth above, please call us as soon as possible.

As you know, settlements are ultimately compromises. We believe that the settlement proposed here is a good compromise. We are also concerned about the delays in this case, which has already been going on for several years. Finally, there is a serious risk that, even if we go to trial and are ultimately successful, after appeals, you will not receive more from the Settling Defendants than you will if you accept this settlement offer now. You must decide what is in your best interest.

If you have any questions after you read this letter and the rest of the enclosures, please contact me at (212) 267-3700. As always, thank you for your patience, cooperation and confidence.

Very truly yours,

NAPOLI BERN RIPKA & ASSOCIATES, LLP



Marc Jay Bern

Encl.
cc: David Purnell, Superintendent
Denise Lyn, Esq.
Richard Newsome, Esq.

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EXHIBIT A
Individual Florida Plaintiffs' Allocation of Settlement

Plaintiff	Plaintiff's Share (% of Total)	Total Plaintiffs Share*
City of Crystal River	10.00%	\$200,000
The Homosassa Special Water District	10.00%	\$200,000
City of Inverness	10.00%	\$200,000
Tampa Bay Water	70.00%	\$1,400,000
TOTAL	100.00%	\$2,000,000

* Before disbursements and legal fees

EXHIBIT B
Individual Plaintiffs' Allocation of Damages

Plaintiff	Plaintiff's Share
City of Crystal River	10.00%
The Homosassa Special Water District	10.00%
City of Inverness	10.00%
Tampa Bay Water	70.00%
	100.00%

Napoli Bern Ripka Associates, LLP

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EXHIBIT C
GLOBAL SETTLEMENT ALLOCATION - FL PLAINTIFFS

Plaintiff	Settlement %	Total Settlement	Allocated Settlement	Case Costs	Total Disbursements	Disbursements Remaining	Disbursements Previously Paid	Disbursements Not Charged (ATBRA)	Balance	Settlement Received	Settlement Received Total
City of Crystal River	10.00%	\$200,000	\$35,076.88	\$3,196.69	\$38,273.57	\$10,000.00	\$380	\$27,683.57	\$180,000.00	\$50,000.00	\$140,000.00
The Homosassa Special Water District	10.00%	\$200,000	\$34,973.09	\$3,289.50	\$38,262.59	\$10,000.00	\$760	\$27,902.59	\$180,000.00	\$50,000.00	\$140,000.00
City of Inverness	10.00%	\$200,000	\$35,076.88	\$2,511.72	\$37,588.60	\$10,000.00	\$380	\$27,208.60	\$180,000.00	\$50,000.00	\$140,000.00
Tampa Bay Water	70.00%	\$1,400,000	\$35,076.88	\$18,403.66	\$53,480.54	\$39,480.54	\$7,980	\$0.00	\$1,354,499.46	\$350,000.00	\$1,004,499.46
TOTAL	100.00%	\$2,000,000	\$130,203.73	\$27,401.57	\$167,605.30	\$69,480.54	\$13,500	\$82,606	\$1,917,394.66	\$900,000.00	\$1,017,394.66

Napoli Bern Ripka Associates, LLP

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EXHIBIT D

Client Costs Rider

HOMOSASSA WATER DISTRICT
7922 West Grover Cleveland Blvd.

Homosassa FL 34446-1177

07-Apr-10

Costs Detail For: Napoli Bern Ripka, LLP

Allocated Expenses

6/18/2004 General Litigation Expense	Allocated: Special Law Clerk Fees Paid to Liasion	\$31.08
7/14/2004 Overnight Mail Expense	Allocated: Ups to Consulting Expert Walter Hang	\$0.48
7/16/2004 General Litigation Expense	Allocated: Special Law Clerk Fees Paid to Liasion	\$2.11
9/23/2004 Travel Expense	Allocated: Thomas Raleigh MDL Court Hearing	\$1.92
9/23/2004 Travel Expense	Allocated: Thomas Raleigh MDL Hearing, Southern Di	\$0.96
9/30/2004 Travel Expense	Allocated: Tom Raleigh MDL Meet & Confer @ McDemo	\$0.96
10/21/2004 General Litigation Expense	Allocated: Special Law Clerk Fees Paid to Liasion	\$15.54
10/21/2004 General Litigation Expense	Allocated: Special Law Clerk Fees Paid to Liasion	\$17.65
11/29/2004 General Litigation Expense	Allocated: Special Law Clerk Fees Paid to Liasion	\$32.64
1/4/2005 Investigation	Allocated: Westlaw Legal Research	\$4.72
1/14/2005 Investigation	Allocated: Westlaw Legal Research	\$4.72
2/8/2005 General Litigation Expense	Allocated: Special Law Clerk Fees Paid to Liasion	\$31.27
2/8/2005 General Litigation Expense	Allocated: Special Law Clerk Fees Paid to Liasion	\$93.33
2/8/2005 General Litigation Expense	Allocated: Special Law Clerk Fees Paid to Liasion	\$124.05
3/3/2005 Overnight Mail Expense	Allocated: Fed Ex - sent to Richard Wallace/ Peter	\$0.57
3/3/2005 Overnight Mail Expense	Allocated: Fed ex sent to Defendants RJ Scipanti/	\$0.49
3/9/2005 Professional Services Expenses	Allocated: Special Law Clerk Fees Paid to Liasion	\$965.52
3/10/2005 Overnight Mail Expense	Allocated: Fed EX Special Law Clerk Fees Paid to L	\$0.81
3/14/2005 Travel Expense	Allocated: William Dubanevich-Travel Expense	\$10.74
3/29/2005 Professional Services Expenses	Allocated: Special Law Clerk Fees Paid to Liasion	\$30.78
4/1/2005 Overnight Mail Expense	Allocated: Fed Ex	\$0.50
12/23/2005 Professional Services Expenses	Allocated: Special Law Clerk Fees Paid to Liasion	\$20.90
12/27/2005 Overnight Mail Expense	Allocated: Fed Ex	\$0.64
2/5/2006 Professional Services Expenses	Allocated: Special Law Clerk Fees Paid to Liasion	\$1,806.45
3/2/2006 Travel Expense	Allocated: Travel Expense	\$18.25
3/2/2006 Travel Expense	Allocated: Travel Expense	\$18.67
4/19/2006 Photocopying Expense	Allocated: Big Apple - Photocopying Expense	\$0.87
5/19/2006 Expert Expenses	Allocated: MTBE - Komex Expert Fee	\$800.00
6/5/2006 Expert Expenses	Allocated: MTBE - General Komex expert fee; MTBE	\$1,000.00
8/19/2006 Travel Expense	Allocated: MTBE - General Graziana LazzaroTravel E	\$2.40
6/22/2006 Professional Services Expenses	Allocated: Special Law Clerk Fees Paid to Liasion	\$214.24
6/29/2006 Travel Expense	Allocated: MTBE - General Marisol Travel Expenses	\$1.49
7/27/2006 Overnight Mail Expense	Allocated: Fed Ex to Consulting Expert Toxic Targe	\$2.04
10/4/2006 Overnight Mail Expense	Allocated: Fed Ex: ConsultingToxics Targeting	\$0.83
10/13/2006 Expert Expenses	Allocated: MTBE - General Komex expert fee; MTBE	\$880.00
10/27/2006 Document Production Expense - InfoQwe	Allocated: MTBE - General NYSDEC photocopies; FOIL	\$15.00
10/30/2006 Document Production Expense - InfoQwe	Allocated: MTBE - General NYSDEC photocopies; FOIL	\$13.13
11/17/2006 Reporting Service	Allocated: Plainview Trial Logistic trial logistic	\$22.73
12/15/2006 Expert Expenses	Allocated: Water District Marcel Moreau Associates	\$200.00
1/17/2007 Overnight Mail Expense	Allocated: Federal Express Federal Express	\$2.25
3/9/2007 Reporting Service	Allocated: Golkow Technologies, Inc Reporting Serv	\$16.84
4/2/2007 Reporting Service	Allocated: Golkow Technologies, Inc Reporting Serv	\$32.64
4/4/2007 Overnight Mail Expense	Allocated: Fed Ex; Newsome Law Firm, Esq.	\$10.27
5/7/2007 Court Fees	Allocated: Special Law Clerk Fees Paid to Liasion	\$78.06
5/11/2007 Reporting Service	Allocated: Golkow Technologies, Inc Reporting Serv	\$24.99
5/16/2007 Expert Expenses	Allocated: RT Environmental Services RI Environmen	\$21.68
5/16/2007 Expert Expenses	Allocated: RT Environmental Services RI Environmen	\$51.56
5/16/2007 Expert Expenses	Allocated: RT Environmental Services RT Environmen	\$84.66

MTBV 12-04

Client Costs Rider

HOMOSASSA WATER DISTRICT
7922 West Grover Cleveland Blvd.

Homosassa RL 34446-1177

07-Apr-10

Costs Detail For: Napoli Bern Ripka, LLP

Allocated Expenses

7/24/2007	Expert Expenses	Allocated: RT Environmental Services Rt Environme	\$1,027.41
7/24/2007	Expert Expenses	Allocated: RT Environmental Services Rt Environmen	\$138.87
7/26/2007	Travel Expense	Allocated: Robert Gitelman - Travel Expense	\$8.34
7/26/2007	Travel Expense	Allocated: Robert Gitelman - Travel Expense	\$38.53
8/20/2007	Overnight Mail Expense	Allocated: Federal Express Federal Express	\$13.61
8/21/2007	Mediation Expense	Allocated: MTBE - General/ All MTBE JAMS - Mediat	\$277.88
8/22/2007	Expert Expenses	Allocated: Expert RT Environmental Services, Inc,	\$1,073.36
9/21/2007	Court Fees	Allocated: HireCounsel NY, LLC Special Law Clerk,	\$49.11
9/21/2007	Service of Process Expenses	Allocated: Federated - Service of Process Expenses	\$180.98
10/10/2007	Transcript Expenses	Allocated: Water District Southern District Report	\$3.84
10/22/2007	Service of Process Expenses	Allocated: Service of Process Expenses	\$19.00
11/15/2007	Service of Process Expenses	Allocated: Federated Legal Services Service of Pro	\$73.85
12/5/2007	Expert Expenses	Allocated: RLS Expert Expenses	\$7.90
2/21/2008	Travel Expense	Allocated: Robert Gitelman - Travel Expense	\$10.55
3/6/2008	Travel Expense	Allocated: Marisol Vega - Travel Expense	\$3.93
5/28/2008	Court Fees	Allocated: MTBE - General HireCounsel NY, LLC - Pr	\$192.06
5/28/2008	Travel Expense	Allocated: Travel Expense	\$1.04
5/28/2008	Travel Expense	Allocated: Travel Expense	\$1.73
6/20/2008	Filing Fee	Allocated: LexisNexis Filing Fee	\$4.50
9/9/2008	Court Fees	Allocated: Special Law Clerk Fees Paid to Liasion	\$237.14
9/9/2008	General Litigation Expense	Allocated: Special Law Clerk Fees Paid to Liasion	\$237.14
9/24/2008	Expert Expenses	Allocated: Expert Expenses - H2M	\$1,254.74
10/2/2008	Travel Expense	Allocated: General William J. Dubanevich - Travel	\$6.34
10/2/2008	Travel Expense	Allocated: General William J. Dubanevich - Travel	\$196.34
10/2/2008	Travel Expense	Allocated: Thomas Griffin - Travel Expense	\$9.29
11/10/2008	Overnight Mail Expense	Allocated: Federal Express to Hon. Shira A. Schein	\$0.51
11/28/2008	Expert Expenses	Allocated: Expert Expenses - H2M	\$18.57
12/11/2008	Transcript Expenses	Allocated: General Southern District Reporters - T	\$3.74
12/18/2008	Expert Expenses	Allocated: Expert Expenses - H2M	\$227.27
1/5/2009	Court Fees	Allocated: Special Law Clerk Fees Paid to Liasion	\$2,333.33
1/9/2009	Mediation Expense	Allocated: JAMS Mediation Expense	\$334.48
1/14/2009	Travel Expense	Allocated: toll	\$0.40
1/14/2009	Travel Expense	Allocated: Travel Expense	\$0.32
1/14/2009	Travel Expense	Allocated: Travel Expense	\$1.52
1/14/2009	Travel Expense	Allocated: Travel Expense	\$1.62
1/30/2009	Expert Expenses	Allocated: Expert Expenses - H2M	\$54.91
1/30/2009	Expert Expenses	Allocated: Expert Expenses - H2M	\$123.50
2/9/2009	Travel Expense	Allocated: Travel Expense	\$0.34
2/14/2009	Expert Expenses	Allocated: Medical Neurology & Toxicology, LLP Ex	\$46.80
2/25/2009	Expert Expenses	Allocated: Expert Expenses - H2M	\$347.13
3/16/2009	Travel Expense	Allocated: Travel Expense	\$1.76
3/18/2009	Court Reporter Expenses	Allocated: Jay Dietz Associates, Ltd Court Repost	\$35.96
3/23/2009	Travel Expense	Allocated: Robert Gitelman - Travel Expense	\$17.86
3/28/2009	Expert Expenses	Allocated: Expert Expenses - H2M	\$2,362.75
4/4/2009	Travel Expense	Allocated: Travel Expense	\$0.16
4/8/2009	Travel Expense	Allocated: General Robert - Travel Expense	\$10.24
4/21/2009	Court Reporter Expenses	Allocated: Jay Dietz Associates, Ltd Court Repost	\$60.22
4/22/2009	Court Reporter Expenses	Allocated: Jay Dietz Associates, Ltd Court Repost	\$52.50
4/22/2009	Expert Expenses	Allocated: Expert Expenses - H2M	\$1,034.74

MITVW 2254

Client Costs Rider

HOMOSASSA WATER DISTRICT
7922 West Grover Cleveland Blvd.

Homosassa FL 34446-1177

07-Apr-10

Costs Detail For: Napoli Bern Ripka, LLP

Allocated Expenses

4/27/2009 Court Fees	Allocated: HireCounsel NY, LLC Court Fees	\$270.75
4/29/2009 Expert Expenses	Allocated: Expert Fees - Moreau Associates	\$200.00
5/20/2009 Expert Expenses	Allocated: Expert Expenses - H2M	\$631.06
5/28/2009 Expert Expenses	Allocated: Expert Fees Nexant, Inc.	\$1,000.00
5/28/2009 Travel Expense	Allocated: General Robert - Travel Expense	\$9.15
6/23/2009 Court Reporter Expenses	Allocated: Legalink Court Reporter Expenses	\$23.24
6/23/2009 Court Reporter Expenses	Allocated: Legalink Court Reporter Expenses	\$47.69
7/13/2009 Court Reporter Expenses	Allocated: Legalink - Court Reporter Expenses	\$60.91
7/13/2009 Court Reporter Expenses	Allocated: Video Documentaries Productions Court R	\$62.53
7/13/2009 Court Reporter Expenses	Allocated: Video Documentaries Productions Court R	\$85.41
7/13/2009 Travel Expense	Allocated: Robert Gitelman - Travel Expense	\$21.99
7/16/2009 Travel Expense	Allocated: Travel Expense	\$0.16
7/22/2009 Expert Expenses	Allocated: Expert Expenses - H2M	\$187.50
8/4/2009 Travel Expense	Allocated: Travel Expense	\$1.44
8/14/2009 Travel Expense	Allocated: Lisa King Travel Expense	\$3.71
8/18/2009 Travel Expense	Allocated: Travel Expense	\$0.32
8/24/2009 Travel Expense	Allocated: Travel Expense	\$1.36
8/24/2009 Travel Expense	Allocated: Travel Expense	\$2.72
9/1/2009 Court Fees	Allocated: MTBE - General HireCounsel NY, LLC - Pr	\$69.05
9/1/2009 Court Fees	Allocated: MTBE - General HireCounsel NY, LLC - Pr	\$69.05
9/17/2009 Travel Expense	Allocated: Travel Expense	\$0.72
9/29/2009 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$9.35
9/29/2009 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$23.47
9/29/2009 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$25.33
9/29/2009 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$25.60
9/29/2009 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$34.48
9/29/2009 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$43.82
10/5/2009 Travel Expense	Allocated: Travel Expense	\$2.72
10/15/2009 Special Master Fees/Settlement Administr	Allocated: Ronald J. Hedges Special Master - Fees	\$29.65
10/15/2009 Special Master Fees/Settlement Administr	Allocated: Ronald J. Hedges Special Masters Fees	\$29.65
10/21/2009 Expert Expenses	Allocated: Downstream Alternatives Inc. Expert Expe	\$41.97
10/21/2009 Expert Expenses	Allocated: Expert Fees - Downstream Alternatives I	\$23.34
10/21/2009 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$19.80
10/30/2009 Travel Expense	Allocated: MTBE - General Satish Raghunandan 10/2/	\$3.21
11/3/2009 Court Fees	Allocated: County Clerk, Nassau County filing fee;	\$2.60
11/3/2009 Expert Expenses	Allocated: Expert Fees - Nexant, Inc.	\$1,000.00
11/3/2009 Expert Expenses	Allocated: Expert Fees - Moreau Associates	\$1,141.80
11/9/2009 Travel Expense	Allocated: Travel Expense	\$0.37
11/11/2009 Expert Expenses	Allocated: Medical Neurology & Toxicology, LLP Ex	\$200.00
12/2/2009 Expert Expenses	Allocated: Expert Fees - Nexant I	\$2,710.53
12/3/2009 Travel Expense	Allocated: MTBE - General Robert Gitelman -Travel	\$25.50
12/8/2009 Travel Expense	Allocated: Travel Expense	\$3.08
12/9/2009 Travel Expense	Allocated: Travel Expense	\$3.24
12/10/2009 Transcript Expenses	Allocated: General Southern District Reporters MTB	\$9.43
12/15/2009 Travel Expense	Allocated: Tate Kunkle - Travel Expense	\$0.18
12/15/2009 Travel Expense	Allocated: Tate Kunkle - Travel Expense	\$0.60
12/15/2009 Travel Expense	Allocated: Tate Kunkle Travel Expenseset	\$9.17
12/15/2009 Travel Expense	Allocated: Village of Hempstead Tate Kunkle Villag	\$10.35
12/16/2009 Travel Expense	Allocated: Robert Gitelman - Travel Expense	\$8.96

MITW

2254

Client Costs Rider

HOMOSASSA WATER DISTRICT
7922 West Grover Cleveland Blvd.

Homosassa FL 34446-1177

07-Apr-10

Costs Detail For: Napoli Bern Ripka, LLP

Allocated Expenses

12/18/2009 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$4.20
12/18/2009 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$59.15
12/18/2009 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$68.60
12/24/2009 Expert Expenses	Allocated: City of Inverness Newsome Law Firm City	\$175.35
12/24/2009 Expert Expenses	Allocated: Expert Expenses	\$100.50
12/24/2009 Expert Expenses	Allocated: General Newsome Law Firm General	\$640.47
12/24/2009 Expert Expenses	Allocated: Tampa Bay Water District Newsome Law Fi	\$87.50
1/11/2010 Travel Expense	Allocated: Travel Expense	\$0.30
1/19/2010 Travel Expense	Allocated: Travel Expense	\$0.21
1/21/2010 Travel Expense	Allocated: Travel Expense	\$0.30
1/25/2010 Travel Expense	Allocated: Expert Expenses	\$5.57
1/25/2010 Travel Expense	Allocated: Travel Expense	\$2.64
1/26/2010 Expert Expenses	Allocated: Medical Neurology & Toxicology, LLP Ex	\$265.84
1/26/2010 Travel Expense	Allocated: Travel Expense	\$1.45
1/26/2010 Travel Expense	Allocated: Travel Expense	\$6.35
1/27/2010 Travel Expense	Allocated: Travel Expense	\$0.41
1/27/2010 Travel Expense	Allocated: Travel Expense	\$0.48
1/27/2010 Travel Expense	Allocated: Travel Expense	\$1.69
1/27/2010 Travel Expense	Allocated: Travel Expense	\$3.24
1/28/2010 Travel Expense	Allocated: Travel Expense	\$3.44
1/28/2010 Travel Expense	Allocated: Travel Expense	\$6.55
1/31/2010 Expert Expenses	Allocated: Expert Expenses - Downstream Alternativ	\$21.20
1/31/2010 Mediation Expense	Allocated: General JAMS - Mediation Expense	\$227.43
2/2/2010 Transcript Expenses	Allocated: Golkow Technologies, Inc. - Transcript	\$83.14
2/4/2010 Travel Expense	Allocated: Train	\$0.32
2/9/2010 Travel Expense	Allocated: Tate Kunkle - Travel Expense	\$0.18
2/9/2010 Travel Expense	Allocated: Village of Hempstead Tate Kunkle Villag	\$26.29
3/3/2010 Travel Expense	Allocated: Travel Expense	\$0.38
3/10/2010 Expert Expenses	Allocated: Expert Expenses - Dr. William Cain	\$371.00
3/10/2010 Travel Expense	Allocated: Travel Expense	\$1.72
3/12/2010 Travel Expense	Allocated: Travel Expense	\$0.67
3/23/2010 Travel Expense	Allocated: Travel Expense	\$0.16
4/1/2010 Document Production Expense - InfoQwe	Allocated: Exhibits, Reports, Complaints and Corre	\$2,841.53
4/1/2010 InfoQwest Document Management Expen	Allocated: Document Management and Imaging Service	\$862.70
4/1/2010 PACER Document Service Expense	Allocated: Document Service Expense	\$6.32
4/1/2010 Professional Services Expenses	Allocated: Garretson Lawfirm Settlement Administra	\$2,000.00
4/1/2010 Reporting Service	Allocated: MDL1358 Legalink - Court Reporting	\$11.18
4/1/2010 Reporting Service	Allocated: MDL1358 Legalink - Court Reporting	\$11.84
4/1/2010 Reporting Service	Allocated: MDL1358 Legalink - Court Reporting	\$15.27
4/1/2010 Reporting Service	Allocated: MDL1358 Legalink - Court Reporting	\$20.29
4/1/2010 Westlaw Research Expense	Allocated: Westlaw Research Expense	\$2.38
12/5/2010 Travel Expense	Allocated: Travel Expense	\$0.39

Total for: Allocated Expenses

\$34,973.09

Case Specific Expense

6/6/2008 Filing Fee	LexisNexis - response to standing interrogatory	\$126.24
8/6/2008 Filing Fee	LexisNexis - Amended Answer to Standing Interrogat	\$128.14
9/2/2008 Filing Fee	LexisNexis - 1st set of interogs	\$220.18
11/24/2008 Filing Fee	LexisNexis - ltr to defense counsel; answers & obj	\$59.61
12/24/2008 Filing Fee	LexisNexis - ltr re Chevron document	\$2.71

MITW 12/24/2008

Client Costs Rider

HOMOSASSA WATER DISTRICT
7922 West Grover Cleveland Blvd.

Homosassa FL 34446-1177

07-Apr-10

Costs Detail For: Napoli Bern Ripka, LLP

Case Specific Expense

12/29/2008 Filing Fee	LexisNexis - ltr re NB discovery resp	\$3.31
1/5/2009 Filing Fee	LexisNexis - ltr re defense counsel re o/s discove	\$3.31
3/12/2009 Filing Fee	LexisNexis	\$2.71
3/30/2009 Filing Fee	LexisNexis - answers & objections to interrogs & d	\$59.61
3/30/2009 Filing Fee	LexisNexis; Doc Req Punitive Damages	\$59.61
6/2/2009 Filing Fee	Lexis Nexis; Ltr re: NYSDEC doc	\$2.70
7/2/2009 Filing Fee	LexisNexis; split with 3 others	\$14.90
7/28/2009 Filing Fee	LexisNexis; split with Inveness W	\$29.81
9/15/2009 Expert Expenses	H2M	\$1,530.03
10/1/2009 Westlaw Research Expense	Special Law Clerks Costs	\$459.57
10/21/2009 Overnight Mail Expense	Fed Ex-Board of Commissioners	\$41.98
10/21/2009 Overnight Mail Expense	Fed Ex-David Punell, Superintendent	\$37.95
10/21/2009 Overnight Mail Expense	Fed Ex-Denise Lyn, Esq.	\$43.70
10/21/2009 Overnight Mail Expense	Fed Ex-Richard Newsome, Esq (split w/all FL)	\$12.72
2/22/2010 Service of Process Expenses	Homosassa Water District Federal Express Homosassa M	\$24.54
4/1/2010 PACER Document Service Expense	Homosassa LexisNexis Court Link Inc. --	\$77.85
4/1/2010 PACER Document Service Expense	Homosassa LexisNexis Court Link Inc. --	\$128.14
4/1/2010 PACER Document Service Expense	Homosassa LexisNexis Court Link Inc. --	\$220.18

Total for: Case Specific Expense **\$3,289.50**

Total Costs For Company: Napoli Bern Ripka, LLP **\$38,262.59**

Total Costs: **\$38,262.59**

MA:W

2254

04/15/10
12:52:58

BOMOSASSA SPECIAL WATER DISTRICT
Budget Income Statement - Fund 10
For Accounting Period 3/10

Page: 1

Fund: 10 GENERAL FUND

	Current Month	Budget Current Month	Variance	Current YTD	Budgeted YTD	Variance
REVENUES:						
400010 Tax Assessments	11,182	30,894	-19,711	296,690	185,361	111,328
409000 Interest Income	32	150	-117	160	900	-739
Total Revenue	11,215	31,044	-19,828	296,850	186,261	110,588
EXPENDITURES						
110 Salaries and Wages	1,000	1,000	0	6,000	6,000	0
140 Payroll Taxes - FICA/MC	76	77	-0	459	459	0
143 Employee Retirement	165	165	0	991	992	-0
320 Engineer Fees	0	417	-417	0	2,500	-2,500
330 Legal Fees	562	833	-270	3,575	5,000	-1,425
340 Audit Fees	0	1,167	-1,167	12,860	7,000	5,860
450 Miscellaneous Expenses	0	0	0	0	0	0
491 Bank Charges	0	0	0	3	0	3
493 District Election Expense	0	0	0	0	0	0
494 Tax Collection and Assessment	2,190	1,250	940	12,214	7,500	4,714
701 Contribution to Water Revenue	0	0	0	0	0	0
820 Transfers to Other Funds	0	0	0	0	0	0
Total Expenses	3,994	4,909	-914	36,103	29,451	6,652
Net Income from Operations	7,220	26,135	-18,914	260,746	156,810	103,936
OTHER REVENUE						
410000 Miscellaneous Income	0	208	-208	0	1,250	-1,250
Total Other Revenue	0	208	-208	0	1,250	-1,250
Net Income	7,220	26,343	-19,122	260,746	158,060	102,686

04/15/10
12:56:21

HOMOSASSA SPECIAL WATER DISTRICT
Budget Income Statement - Fund 52
For Accounting Period 3/10

Page: 1

Fund: 52 WATER FUND

	Current Month	Budget Current Month	Variance	Current YTD	Budgeted YTD	Variance
REVENUES:						
401000 Water Sales	61,113	72,667	-11,553	399,984	436,000	-36,015
402000 Non-Payment Fees	300	0	300	2,275	0	2,275
402500 Connection Fees	200	417	-217	1,060	2,500	-1,440
403000 Water Meter Sales	600	667	-67	3,600	4,000	-400
404000 Late Penalties	824	833	-8	5,813	5,000	813
407000 Special Assessment Income - Prin	0	42	-42	0	250	-250
408000 Interlocal Fee	159	0	159	975	0	975
409000 Interest Income	51	1,667	-1,615	425	10,000	-9,574
410100 RP Repair	1,024	0	1,024	6,252	0	6,252
410200 Fire Line	300	0	300	1,800	0	1,800
Total Revenue	64,572	76,293	-11,720	422,186	457,750	-35,563
EXPENDITURES						
110 Salaries and Wages	35,400	32,726	2,674	197,335	196,355	979
111 Regular OT	1,192	2,146	-953	15,069	12,875	2,194
113 On Call Pay	250	221	29	1,300	1,325	-25
115 Longevity Pay	0	571	-571	5,800	3,425	2,375
140 Payroll Taxes - FICA/MC	2,818	2,728	90	16,874	16,369	504
143 Employee Retirement	3,794	3,622	172	22,376	21,734	642
144 Group Insurance	6,881	8,000	-1,118	44,609	48,000	-3,390
335 Technoal Support	0	167	-167	0	1,000	-1,000
350 Insurance	14,498	6,250	8,248	39,861	37,500	2,361
351 Utilities	3,623	4,167	-544	20,253	25,000	-4,746
352 Advertising	0	50	-50	41	300	-259
410 Gas & Oil	2,307	2,083	224	11,528	12,500	-971
420 Repairs and Maintenance	4,375	3,000	1,375	15,619	18,000	-2,380
450 Miscellaneous Expenses	157	333	-175	3,985	2,000	1,985
451 Uniforms	80	167	-87	1,052	1,000	52
452 Water Samples	0	250	-250	977	1,500	-523
455 Schooling & Related Expense	396	500	-104	1,388	3,000	-1,611
456 Safety Program	0	125	-125	-19	750	-769
457 Conservation Program	0	83	-83	0	500	-500
458 Annual Dues	34	1,333	-1,299	10,960	8,000	2,960
459 Supplies - Miscellaneous	285	250	35	1,668	1,500	168
470 Office Supplies & Expense	1,914	2,917	-1,002	19,394	17,500	1,894
480 Field Supplies	6,019	5,417	602	35,151	32,500	2,651
485 Shipping and Freight	355	208	147	1,820	1,250	570
490 Late Fees & Charges	0	0	0	0	0	0
491 Bank Charges	109	125	-15	847	750	97
492 Discounts Allowed	0	0	0	0	0	0
Total Expenses	84,494	77,439	7,055	467,896	464,634	3,262
Net Income from Operations	-20,222	-1,146	-19,076	-47,509	-6,884	-40,625
OTHER REVENUE						
410000 Miscellaneous Income	176	1,833	-1,656	21,314	11,000	10,314
410500 Restitution Income	192	0	192	192	0	192
411000 Contribution from General	0	0	0	0	0	0
Total Other Revenue	368	1,833	-1,464	21,506	11,000	10,506
Net Income	-19,853	687	-20,540	-26,002	4,116	-30,118

Staff Report

April 19, 2010

1) Banking information report (Attached)

2) I met with Representatives from Superior concerning a Money Market account for \$200,000. The rate that we were quoted was not an insured account, therefore I did not open another Account prior to checking with the Board. So what we have done is I have changed the Operating Account to a Business Interest Checking Account. This will earn us an Interest rate of .10%. We will not be charged the Account Analysis fee in the future; however we will be charged a small amount of fees. As you can see by the letter that I have attached in the 3rd paragraph it explains the fees. I have also included our Account Analysis breakdown; the one that is marked Old ECR is what we were paying out. Using the same month the Bank has increased their Account Analysis Fees and the page marked New ECR shows you what our fees would be with their rate increase. This was another deciding factor as to change the account. The change was all done internally and nothing changed to us such as checks or checking account #. This account is 100% covered, no matter the amount of money we have in this account.

The Meter Deposit account that we have with Superior has also been changed as described in the 4th paragraph. So we will no longer be charged an Account Analysis Fee for this account.

3) At last month's meeting we discussed a couple of letters that Attorney Lyn has drafted for us. One is for Outstanding Balance's and the other is for Vacant Accounts. Need for the Board to review and approve these. See Attached.



April 7, 2010

Teresa Olds
Homosassa Special Water District
PO Box 195
Homosassa, FL 34487

Dear Ms. Olds:

We are providing an updated proposal based on the reduction of the earnings credit rate (ECR) on the Superior Bank Analyzed Checking. Periodically as with all rates they are reviewed and adjusted as market and competition conditions warrant. Again we thank you for giving us the opportunity to provide information about Superior Bank and the products and services we offer. We are committed to providing the total financial package with an approach that is focused on what is best for your growing business.

Currently the Water Reserve account is in the **Superior Bank Analyzed Checking**. This account uses collected balances in the account which are paid a tiered earnings credit rate. This earnings credit is used to offset all, or a portion of the monthly transaction service charges. These charges would include all items processed including deposited items throughout the month (i.e. checks cleared, deposits, returned items, chargeback items, wire fees and Treasury Management services). As our analysis statement indicates the monthly service charge with Superior Bank for February was \$100.39 using the current earnings credit rate (ECR) of 1.60%. Using the new earnings credit rate (ECR) of .40% and the same balance and transaction activity for February the monthly service charge would have increased to \$216.00. Therefore, we are recommending a change of account type for the Water Reserve account.

Our **Business Interest Checking** is designed for sole proprietorships and non profit organizations. With this account there are no per item charges and the monthly service charge is waived on balances above \$1,500.00. Interest is also paid on balances of 1,500 and over at a current rate of .10%. The ACH treasury services that you currently have would be charged \$30.00 per month plus .10 for each debit and/or credit processed during the statement cycle. Using the same scenario above for February your service charge would have been \$65.50 and the interest earned on this account would help to offset this charge. At this time this would be a more cost effective option for the water district than the analyzed checking. In addition, all balances in this account are fully insured by FDIC through the Transaction Guarantee Program until June of this year. The program may be extended after that time however to date we have not been notified as such by the FDIC.

X

For the Meter Deposit account our recommendation is the **Business Essentials Checking**. This is a free account with no monthly service charges for fewer than 200 items processed each month. A review of the statement history for this account indicates that the Business Essentials would be the most beneficial and cost effective.

Please let me know if you have any additional questions. Superior Bank is committed to providing quality and competitive products and services while offering the full commitment of a local team of financial professionals to assist you with all of your banking needs.

Sincerely,

Holly H. Hershey-Vice President
Treasury Management Specialist
Superior Bank
13246 North Dale Mabry Hwy.
Tampa, FL 33618
Tel: 813-961-6200
Cell: 813-833-3575

NEW ECR

FEBRUARY 2010

7000:52830

1

INDIVIDUAL SUMMARY ANALYSIS

HOMEROSA SPECIAL WATER DISTRICT
WATER REVENUE ACCOUNT
PO BOX 191
HOMEROSA, PL 34489

OFFICER: TAMMY CAVALLE
PHONE NO: (609) 895-9330
BRANCH 326

DATE PREPARED 3/02/10
DATE IN STATEMENT CYCLE 26
BUSINESS ADVANTAGE CHECKING

AVERAGE DAILY LEDGER BALANCE 140,615.71
LESS AVERAGE DAILY FLEET 2,334.15
AVERAGE DAILY COLLECTED BALANCE 140,281.52
AVERAGE COLLECTED NEGATIVE BALANCE .00
AVERAGE COLLECTED POSITIVE BALANCE 140,281.52
LESS REQUIRED RESERVE 11,000.00
BALANCE AVAILABLE FOR OTHER SERVICES 126,253.37

MINIMUMS ON 2126,853.37
NEGATIVE BALANCE SERVICE CHARGE ON AT 4000000 36.76
NET BALANCING CREDIT AT 12,0000000 00
36.76

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REMOVED BALANCE
Account Maintenance Fee	1	17.0000	17.00	55,403.79
FED Insurance			10.73	34,968.10
Checks Paid/Debit Paid	76	.3709	28.27	41,155.16
Deposits/Credits	42	.3000	12.60	41,062.50
Supplier Items Deposited	12	.1000	1.20	1,840.71
Transfer Item #1	1354	.1000	135.40	441,208.93
Change Back Fee	6	.0000	36.00	97,767.40
ACH Origination Transactions	355	.1000	35.50	110,693.96
ACH Origination Monthly Fee	1	30.0000	.00	
TOTAL SERVICES AND REQUIRED BALANCE			256.36	832,167.41
CURRENT MONTH NET LOSS			256.36	705,916.51
YOUR ACCOUNT WILL BE CHARGED			256.36	

✓ fees

old ECR

FEBRUARY 2010

7006152830

1

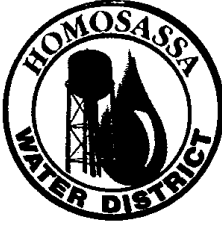
INDIVIDUAL SUMMARY ANALYSIS

HONOLULU SPECIAL WATER DISTRICT
WATER REVENUE ACCOUNT
PO BOX 151
HONOLULU HI 96817

OFFICER: TAMMY LAYALLE
PHONE NO: (808) 900-0000
BRANCH 322

CASH PREPARED 3/06/10
DAYS IN STATEMENT CYCLE 28
BUSINESS ADVANTAGE CHECKING

AVERAGE DAILY LEDGER BALANCE		142,615.51	
LESS AVERAGE DAILY FLOAT		2,394.39	
AVERAGE DAILY COLLECTED BALANCE		140,221.12	
AVERAGE COLLECTED NEGATIVE BALANCE		.00	
AVERAGE COLLECTED POSITIVE BALANCE		140,221.12	
LESS REQUIRED RESERVE		14,338.18	
BALANCE AVAILABLE FOR OTHER SERVICES		125,882.94	
MAINTAINED ON		125,882.94	154.96
NEGATIVE BALANCE SERVICE CHARGE ON		AT 1.500000%	.00
NET PAYMENTS CREDIT		AT 12.000000%	154.96
SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE
ACQUISITION Maintenance Fee	1	17.0000	17.00
PRIC Compliance			13,850.45
Checks Paid/Debits Paid	76	.1700	12.92
Deposits/Credits	42	.1000	4.20
Superior Items Deposited	12	.1000	1.20
Transit Items #1	1354	.1000	135.40
Charge Back Fee	6	5.0000	30.00
ACH Origination Transaction	155	.1000	15.50
ACH Origination Monthly Fee	1	10.0000	.00
TOTAL SERVICES AND REQUIRED BALANCE			255.35
CURRENT MONTH NET LOSS			100.39
YOUR ACCOUNT WILL BE CHARGED			154.96



Homosassa Special Water District

PO Box 195
Homosassa, FL 34487

Business Hours: 7:00 AM - 5:30 PM, Monday - Thursday
Excepting Holidays
Phone (352) 628-3740 hswd@tampabay.rr.com Fax (352) 628-4865

YOUR IMMEDIATE ATTENTION IS REQUIRED

Customer Name
Address
City, State & Zip

Re: Account #

Dear _____

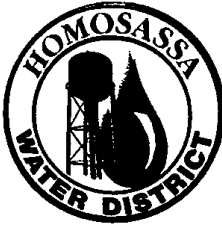
Our records show that your account with the Homosassa Special Water District is over sixty days past due. You have 30 days from the post date of this letter to bring this account to a zero balance. If payment has not been received within the next 30 days following the date you receive this letter your account will be referred to a collection agency for to pursue efforts to collect your outstanding balance.

Thereafter, in order to establish a new account with the Homosassa Special Water District, all delinquent accounts in your name must be satisfied. You will find attached a copy of the history of this account showing the outstanding balance.

If you should have any questions concerning this letter, please feel free to contact our office.

Sincerely,

Teresa Olds
Office Manager
Homosassa Special Water District



Homosassa Special Water District

PO Box 195
Homosassa, FL 34487

Business Hours: 7:00 AM - 5:30 PM, Monday - Thursday
Excepting Holidays
Phone (352) 628-3740 hswd@tampabay.rr.com Fax (352) 628-4865

April 14, 2010

Name
Street Address
City, State, Zip

Re: District Meter installed at _____

Dear Property Owner:

The District has recently undertaken a review of properties within the District with installed water meters that do not currently have active accounts with the District. Your property located at _____ has been identified as having a water meter installed but has no active water account. The property is either unimproved or is improved but vacant. In either case, given that a District meter has been installed, you, as the property owner, must establish a District account or you may ask that the meter be removed. If an account is established the account will be charged an inactive account fee of \$5.50 per month until you activate your account. Alternatively, you may contact the District to request that the meter be removed. Please bear in mind that once the meter is removed, if you choose to establish an account in the future, you will be charged a new meter installation fee and will be required to place a deposit. We have attached our removal notice to this letter should you decide to request that the meter be removed.

Please notify the District of your intentions regarding your meter upon your receipt of this letter. If the District does not hear from you it will remove the meter on or after 60 days following the mailing of this notice.

Sincerely,

Dave Purnell, Superintendent

Banking information as of
March 31, 2010

Bank	Account	Balance	Interest	Maturity Date	Accrued Int. to Date	
Superior Bank	Operating Acct	\$98,314.09				
Superior Bank	Meter Deposit	\$34,181.59				
Government Pool Fund A	Water Revenue	\$309,089.02	0.2%			
Government Pool Fund A	General Fund	\$197,588.27	0.2%			
Government Pool Fund B	Water Revenue	\$69,580.92				
Government Pool Fund B	General Fund	\$694.08				
Regions Bank	C.D.	\$250,000.00	0.0247	6/18/2010	\$7,224.57	
Mercantile Bank	C.D.	\$250,000.00	0.0165	5/23/2010	\$4,745.80	
Brannen Bank	C.D.	\$250,000.00	0.0218	5/22/2010	\$3,553.92	
Superior Bank	C.D.	\$250,000.00	0.02	5/20/2010	\$3,780.82 ***	
Superior Bank	CDAR CD	\$250,000.00	0.0173	3/23/2011		
				18 month CD		
Florida Traditions Bank	CD	\$250,000.00	0.02	9/28/2010	\$2,489.72	
***** The interest earned at Regions Bank & Superior Bank is accrued daily paid quarterly.						
***** The interest earned at Brannen Bank, Florida Traditions and Mercantile is accrued daily paid monthly.						

Superintendent's Report

4/19/10

- 1.) Water Loss: We had a 25% water loss over the March meter reading period. As stated at last month's meeting, Carl Wright came in and did a system survey. He found four small leaks, three in the Old Homosassa area, and one on Yulee close to Bradshaw. The four leaks were not large enough to account for our water loss so we did a system isolation test on 3/31/10 from 2 to 4 in the morning. During the testing we were averaging 520 gallons per minute system wide. The isolation test showed that the Hall's River Road, Riverhaven area was using 260 gallons per minute. Carl came back and surveyed the fore mentioned area and only found a small leak on Lenz lane (off of Hall's River Road). On 4/12/10 we isolated Hall's River Road, Fishbowl, the Riverhaven areas of Waterway & Timberlane, Riverhaven Drive from the bridge and Gasparilla Cay. The results were inconclusive but the Waterway, Timberlane area seemed to be the highest usage area. The next day we took the usage readings from the March meter reading period and used the average gallons per minute to compare. We isolated the area by shutting the valve at Riverhaven Drive and Waterway and feed the area from Timberlane. We exposed the water main on Timberlane and connected our electronic meter to the pipe. We conducted this test at 1:00 PM when no one should have been irrigating. From this testing we concluded that this was not the area we are looking for our major leak. In order to do more intensive testing in this area of Hall's River Road and Riverhaven we will need more inline valves to isolate smaller areas. We have contacted Action Industries for quotes for insertion inline valves.
- 2.) Leak Detection Equipment: included with this report is the Request for Bids (RFB) for your review. The RFB is written for the system that includes 75 loggers. We received three quotes from FCS for systems with 10, 30, and 75 loggers at \$62,950, \$75,000 and \$95,125 respectively. I still need to add the ground microphone system to the RFB as I need to look closely at two different systems (Lmic and Xmic). With Board approval and selection of the number of loggers, we will advertise the RFB and have a bid opening on 5/17/2010.
- 3.) Beagle Project: Main line has passed pressure testing, has been disinfected, and sampled. Results with clearance paperwork has been sent to DEP. Once we receive clearance we will be abandoning the old two inch main and making the connections to all of the services in the area.
- 4.) Elevated Tank Control Project: Enclosed is the latest email between Mr. McDonald and the contractor.
- 5.) Stonebrook Water Main Project: Enclosed is the latest Email from Mr. McDonald.
- 6.) Hall's River Road and Fishbowl watermain relocation project: County wants the watermain moved and Mr. McDonald has prepared the plans and permit papers for DEP. We may be able to directional drill this one when we rent the machine to do the bores on Stonebrook and Mickeys Point.

SUBMIT BID RESPONSES TO:

**HOMOSASSA SPECIAL WATER DISTRICT
7922 W. GROVER CLEVELAND BLVD.
HOMOSASSA, FL 34446
TELEPHONE: (352) 628-3740 FAX: (352) 628-4865**

INTRODUCTION

The Homosassa Special Water District (District) requests bids from responsive and responsible bidders for a Leak Noise Correlating Sound Data Logger System. These goods/services are more specifically described in Section 3 of this Request For Bids (RFB). The selected respondent, hereinafter same as successful bidder or Contractor, shall deliver the required goods and render the required services F.O.B. destination point at 7922 W. Grover Cleveland Blvd., Homosassa, FL, 34446. The terms respondent, successful bidder and Contractor shall be used interchangeably throughout this RFB.

1. GENERAL CONDITIONS.

- 1.1 **BID RECEIPT AND OPENING.** All bids must be received by the District's Office on or before **May 17, 2010 at 2:00 P.M.** Bids which are not timely received by the District office will not be accepted. Bids will be opened at the District's regular public Board Meeting after 3:00 P.M. on May 17, 2010, and shall remain binding upon the bidder for a period of 90 days thereafter.
- 1.2 **BID WITHDRAWAL.** Bids may be withdrawn prior to the date and time set forth in Paragraph 1.1 above if an authorized representative of the bidder submits to the District, and the District receives, a signed written request to withdraw said bid.
- 1.3 **BID SIGNATURE AND FORM.** Bidder, or an authorized representative of the bidder, must manually sign the attached Bid Response Form where indicated. All bids must be typed, printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.
- 1.4 **SEALED BIDS.** Bids must be clearly stated on the Bid Response Form and must be submitted in a sealed envelope. The BID NUMBER, BID NAME AND DATE AND TIME of the bid opening must be on the face of the envelope IN THE LOWER LEFT HAND CORNER. If bids are sent via Express Mail, all bid documents must be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the BID NUMBER, ETC. as stated above must be stated on the outer envelope. **THE DISTRICT REQUIRES ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR BID RESPONSE.**
- 1.5 **BID AMOUNT.** Bid amounts or prices shall be firm and shall include all packing, handling, shipping and delivery charges.
- 1.6 **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) how the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
- 1.7 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB shall be sent to the District at the address set forth in the heading above, and to the bidder at the address stated on the Bid Response Form.
- 1.8 **AWARDS.** The District reserves the right to make award(s) by individual item, division, aggregate or none, or a combination thereof; with one or more bidders; to cancel the bid, reject any and all bids or waive any minor irregularity or technicality in bids received. Any award, and related documents such as a purchase order or contract, shall include all applicable terms and conditions set forth in this RFB.

- 1.9 **BID TABULATION AND NOTICE OF AWARD.** Bid tabulations will be available for review by interested parties at the location where bids were opened for a period of seventy-two (72) hours after the bid opening. Interested parties may inquire by mail, enclosing a stamped self-addressed envelope at the address as stated in the paragraph named "Correspondence" or in person at the District office for information about the award or intended award. All parties submitting bids will be mailed written notice of the District's award or intended award.

Preliminary bid tabulations will be furnished prior to notification of intended award only upon written request with an enclosed, self-addressed, stamped envelope enclosed with the bid response. Bid files may be examined at the District Office during normal working hours by appointment.

BID TABULATIONS WILL NOT BE PROVIDED BY TELEPHONE OR FAX.

- 1.10 **BID PROTESTS.** Any bidder who protests the bid specifications or award, or intended award, shall file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, Florida Statutes. Failure to timely file such documents shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 1.11 **TAXES.** The Homosassa Special Water District (District) is exempt from state sales tax (exemption number 85-8012530694C-7).
- 1.12 **AMERICANS WITH DISABILITIES ACT.** The Homosassa Special Water District (District) does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act, should contact the District Office Administrator at 352-628-3740 or FAX 352-628-4865.
- 1.13 **PUBLIC RECORDS LAW.** Correspondence, materials and documents and all documents created or received pursuant to this Request For Bids become public records subject to the provisions of Chapter 119, Florida Statutes. Bidders failure to provide such records to District shall be grounds for unilateral termination by the District.
- 1.14 **PUBLIC ENTITY CRIMES.** Pursuant to Florida Statutes, Section 287.133(2) and (3), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, bidder warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Bidder further agrees to notify the District if placement on either of these lists occurs.
- 1.15 **DISCRIMINATION.** Pursuant to Florida Statutes, Section 287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- 1.16 **INDEMNIFICATION.** The bidder awarded this Request For Bids shall indemnify and hold harmless the District from all liabilities, claims, damages, expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies or other loss, caused or incurred, in whole or in part, as a result of any negligent, wrongful or intentional act or omission, or based on any act or omission by bidder, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of them may be liable.
- 1.17 **CHANGES, DELAYS AND ADDENDA.** The District reserves the right to delay scheduled RFB due dates if determined to be to the advantage of the District. Any changes, delays or addenda related to this RFB issued by the District shall be sent to all persons/firms recorded as having received the original RFB.
- 1.19 **SUBCONTRACTORS.** The second party shall not subcontract with any entity to perform any of the second party's obligations or services under this Agreement.
- 1.20 **CANCELLATION.** The District reserves the right to cancel the Request for Bids prior to bid opening and shall give notice of cancellation by posting a notice in the press. Additionally, the District reserves the right to reject all bids and cancel the Request for Bids, and cancel the Award or Intent to Award after the bids have been opened; notice of this cancellation shall be sent to all Respondents. No Respondent shall have any rights against the District arising from its selection by

means of an Award, or Intent to Award, thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been signed. Any contract resulting from this Request For Bids may be cancelled for the convenience of the District upon giving 10-days written notice.

2. **SPECIAL CONDITIONS.**

2.1 **CONTRACT/AWARD PERIOD.** The contract/award period shall be for a one (1) year period beginning on the date of the award or intended award or finalization of the written agreement (whichever is utilized) and will remain in full force and effect for as long as the District has a need for the awarded goods or services, and providing there is an availability of sufficient approved funding to pay for the awarded goods or services.

2.2 **FURNISHING BID SERVICES.** Award / contract services are to be furnished on an "as-needed, when-needed basis" during the life of the award/contract and there is NO guaranteed quantity expressed or implied to be utilized.

2.3 **PRICE ESCALATION.** NOT APPLICABLE.

2.4 **AGENCY PRICING.** NOT APPLICABLE.

2.5 **MANUFACTURER CERTIFICATION OF DEALER.** Bids submitted by other than the equipment manufacturer, shall include a certification executed by the manufacturer, stating that the bidder is an authorized dealer / representative of the manufacturer. Dealer agreements shall not be accepted in lieu of manufacturer certification. Bids requiring manufacturer certification will not be considered if certification is not submitted with the bid.

2.5.1 Respondent shall attached two (2) copies of the manufacturer's detailed specifications sheet(s) with their response for their proposed unit.

2.6 **SALE TO OTHER STATE GOVERNMENTAL ENTITIES.** All other governmental entities within the State of Florida may utilize this bid, and the bid prices shall be extended to them, if requested, as they are to the District.

2.7 **MANDATORY PRE-BID CONFERENCE.** NOT APPLICABLE.

2.8 **INSURANCE.** NOT APPLICABLE.

2.9 **UNIT DEMONSTRATION.**

At the discretion of the District, respondents may be required to demonstrate the portability, effectiveness, efficiency, and accuracy of their proposed unit. Demonstration shall be performed on plastic pipe, minimum 4", and the site location for a demonstration shall be selected by the District and will be within the District's boundary. Respondents shall be given a minimum of seven (7) days notice of the demonstration.

The District shall have sole discretion as to a unit's portability, effectiveness, efficiency, and accuracy during the demonstration and shall be a contributing factor in determining which unit is determined most effective and efficient for District water leak detection use and is in the best interest of the District.

3. **SCOPE AND SPECIFICATIONS.**

3.1 **SCOPE.** It is the purpose of the resulting agreement to deliver, completely furnished and install, if and when ordered, to the Homosassa Special Water District (DISTRICT), **a Leak Noise Correlating Sound Data Logger Systems manufactured by Fluid Conservation Systems, Inc., consisting of Permalog+ and Patroller II leak noise logging system and AC Digital Leak Noise Correlator or equivalent** for the District's facility. The terms and conditions of this Request For Bids are incorporated into any resulting relationship between a bidder and the District.

3.1.2 The District's role is to manage the area's water supply and to locate leaks on all types of pipes i.e. cast iron, steel, plastic, and concrete as quickly and efficiently as possible. These specifications are intended to provide efficient, reliable results when conducting leak detection operations.

3.2 **SPECIFICATIONS.**

Leakage Control System manufactured by Fluid Conservation Systems, Inc., or equivalent.

The Leakage Control System shall consist of the following main components:

- 1.) Permalog+ and Patroller II Leak Noise Logger System
- 2.) AC Digital Leak Noise Correlator.
- 3.) Xmic Portable Ground Microphone System.
- 4.) Four-Day Leak Detection Training Course.

3.2.1 GENERAL SPECIFICATIONS

- 1.) Intelligent leak noise logger with data acquisition via radio transmission.
- 2.) Kit of 75 loggers including patroller unit.
- 3.) System must have compatibility with Neptune, Badger, Sensus, or Datamatic automated meter reading systems.
- 4.) Optional data acquisition methods to include SMS, or PermaNet fixed radio.

3.2.1.1 LOGGER SPECIFICATIONS

Intelligent noise logger with data acquisition via radio transmission.

Logger kit containing a minimum of 75 loggers including radio data acquisition unit.

Internal lithium factory replaceable battery supply lasting a minimum of 5 years.
Units with non-replaceable battery are not acceptable

Deployment hook for easy placement and retrieval in standard valve box.

Logger diameter no greater than 2.5 inches

Logger height including antenna no greater than 6 inches.

Internal radio transmitter approved by FCC.

Simple activation via magnetic field, requiring no pre-programming.

Radio transmission of Leak/No Leak indication during data acquisition.

Radio transmission of logger identification number.

Bi-directional communication with PC or logger data acquisition unit via radio link.

User configurable via radio link

Ability to request and receive current measurement of noise, sensor status, battery voltage and real time clock via radio link.

Aqualog mode for multiple logs per night

Minimum 29 day history stored in the logger that can be downloaded on request via radio link

Visible LED indicator displaying leak status and logger activation.

Environmental protection to international IP68 standards.

Stainless steel sensor assembly.

Rare earth magnet for secure valve attachment magnet to be protected by stainless steel cover.

3.2.1.2 LOGGER DATA ACQUISITION UNIT SPECIFICATIONS

Dedicated 914 MHz, license free receiver module with rechargeable Lithium battery

Dimensions no greater than 8-inches x 6-inches x 3-inches.

Weight no greater than 2.25 lbs.

Environmental protection to IP 54 standards

Military-spec connectors for PC and charging inputs

Hard sided, protective transit case

Tested to MIL-STD810F for water, humidity, sand and dust, temperature and shock

Membrane keypad with backlit LCD display

Rechargeable battery supply with charge life of at least 30 hours

- Capable of battery charging via 12-Volt vehicle supply
- 110 Volt charging adapter
- PDA with pre-loaded software
- Internal Bluetooth wireless technology
- Bi-directional radio communication with logger units
- Display of Leak/No Leak condition on screen upon radio acquisition of data
- Display of logger identification number on screen upon radio acquisition of data
- Display of time and date of radio acquisition of data
- Display of logger intersection location on screen
- Display of noise spread and noise level for each logger
- Audio alert of data acquisition
- Audio alert of Leak/No Leak condition
- Programming PC software for data archiving
- Capable of downloading software upgrades
- Preloaded with the latest version of Microsoft Windows Mobile software
- Capable of upload and download of logger results to personal computer
- Database storage and management for at least 10,000 readings
- GPS integration
- At least 128MB RAM
- At least 256MB internal storage
- Ports: RS-232C 9 pin, USB (host & client) and 12VCD @ 800mA power in
- Compact Flash and SD/SDIO support with user accessible slots
- Magnetic-mount vehicle receiving antenna

3.2.2 **LEAK NOISE CORRELATOR**

3.2.2.1 **SENSOR SPECIFICATION**

- Analog to Digital conversion executed inside the sensor housing.
- Dynamic range of at least 90dB
- Frequency range of .1 - 4,000 Hz.
- Waterproof to international standard IP68.
- Minimum 10-foot cable length with military spec connectors.
- Dimension not to exceed 2-inches in diameter and 7-inches in height.

3.2.2.2 **OUTSTATION SPECIFICATION**

- Three outstations provided with system
- Single frequency digital transceiver utilizing UHF-band frequency
(900 MHz Spread Spectrum not acceptable)
- Battery charge life of at least 18 hours.

Batteries replaceable in the field.
All external connectors designed to military specification.
Waterproof housing to international IP68 standards.
Weight, including battery pack, not to exceed 2 lbs.
Shock protection to withstand a five foot drop test

3.2.2.3 **CORRELATOR CONTROL UNIT**

Purpose-built microprocessor design for the field environment
(Systems built around a Laptop PC are not acceptable).
Full digital correlation process.
Tri-correlation function for true velocity measurements
(User not required to enter pipe diameter or material)
Frequency response from .1 Hz -- 4,000 Hz.
Instant-on correlation mode.
Automatic, parametric filter selection.
Manual filter selection option.
Full color VGA 6.5 display screen.
Peak Suppression feature.
Data replay for off-site processing.
Memory capacity for up to 100 correlation files stored.
User definable pipe types and sizes
Multiple pipe segments up to six segments.
Remote monitoring and two-way communication with all three outstations.
Minimum continuous battery life of 10 hours (without backlight).
Battery pack replaceable in the field.
Self test and auto calibration on start-up
Remote technical diagnostics via modem
PC download capability via Windows compatible software
External connectors to military specification
Environmental protection to international IP68 standards
Weight not to exceed 4 pounds

3.2.3 **Training**

Manufacturer to provide four days comprehensive training at the District's location
Instructors must have a minimum of five years field experience in water distribution leak detection
Instructors must have a minimum of five years experience in training water utility personnel in the use of leak noise correlators

Proposed instructors must provide a reference list (with contact name and phone number) of at least 10 utilities that have received correlator training from the instructor

3.3 CUSTOMER REFERENCES

All bidders must submit (in writing) a list of at least 15 American water utilities utilizing their company's leak noise correlator.

**BID RESPONSE FORM
FOR
LEAK NOISE CORRELATING SOUND DATA LOGGER SYSTEM**

BID NUMBER RFB 5172010

The undersigned bidder has carefully read this Request For Bid and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this Request For Bid and certifies that the person(s) signing this bid is (are) authorized to bind the Bidder. Bidder agrees that if Bidder is awarded this Request For Bid the Bidder will provide the materials or services as stipulated in the specification of this RFB 5172010. Bidder further agrees to furnish and to deliver as indicated, **FOB DISTRICT FACILITY LOCATION**, with all transportation charges prepaid, and for the prices quoted thereon as follows:

Firm prices shall be stated and include all packing, handling, shipping charges and delivery.

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION</u>	<u>PRICE</u>
1	1	EA	Leak Noise Correlating Sound Data Logger System.....	\$

BID INCLUDES materials/services at the destination as designated by the purchase order or the requestor.

BIDDER - (Company Name As Contained On Corporate Seal)

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

AUTHORIZED SIGNATURE (Manual)

DATE

AUTHORIZED SIGNATURE (Typed, Title)

FEDERAL I. D. NUMBER

[NOTE:] If you are entering a "No Bid", please state reason in space below or on the back of this form, and return.

MANDATORY INFORMATION FORM
(SHALL BE RETURNED WITH BID RESPONSE)

List a minimum of at least 15 American Water utilities utilizing the respondent's leak noise correlating sound data logger system:

<u>Business Name</u>	<u>Contact Person</u>	<u>Address</u>	<u>Phone No.</u>	<u>Service Performed</u>
1)				
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				

MANDATORY INFORMATION FORM (Training & Instruction)

(SHALL BE RETURNED WITH BID RESPONSE)

Instructor's name: _____

Instructor's field experience:

Instructor's experience in training water utility personnel in the use of leak noise correlators:

10 utilities that have received correlator training from the instructor:

	<u>Business Name</u>	<u>Contact Person</u>	<u>Phone No.</u>	<u>Dates of Instruction</u>
1)				
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				

Provide a written statement regarding the size, capacity and location of the bidder's shop:

Mailing address:

Physical location:

Brief statement about facility size:

What equipment is available to perform this/these services or functions?

What is your normal production capacity to perform this/these services or functions?

Name and Title of person(s) who are authorized to act on your behalf when you are unavailable:

David Purnell

From: George McDonald [gmcdonald@mcdonaldgroup.com]
Sent: Thursday, April 08, 2010 8:55 AM
To: David Purnell; hswd
Subject: [Fwd: Re: Stonebrook MHP Water Main ROW permit]
Attachments: row_app2008.pdf; Re_ Stonebrook MHP Water Main ROW permit.eml (1.74 KB)

Hi Dave, I contacted the County engineering department about this application, they said they were unaware of it, but said it would be handled through the County NR review coordinator, so I checked with her. She emailed back that she does not handle these applications, engineering does, and she asked engineering to look for it.

You can see where this is going. It probably got lost and we will have to refile. If you can take a minute to sign and mail the application back, that will be one less step I need to take if I hear back that the application did indeed go astray.

David Purnell

From: George McDonald [gmcdonald@mcdonaldgroup.com]
Sent: Thursday, April 08, 2010 10:30 AM
To: hswd; David Purnell
Subject: [Fwd: Stonebrook ROW Application]
Attachments: Stonebrook ROW Application.eml (0.99 MB)

It looks like they got the application, had an RFI I never received and I guess you guys were not copied either. Will take it from here.

David Purnell

From: George McDonald [gmcdonald@mcdonaldgroup.com]
Sent: Thursday, April 08, 2010 10:38 AM
To: Larry Parker
Cc: Charles Balut; Tina Gilson; David Purnell; hswd
Subject: Re: Stonebrook ROW Application

Thanks! Will take care of., regret to say we had not seen this come in.

Regarding the work on private roads and request for copy of an agreement, the HSWD was asked by the owners of Stonebrook to do this project so as to allow them to remove their water plant from service. I gather they have some pressure problems specifically on those streets and are under some kind of enforcement action with FDEP. An agreement is being worked out but it may be awhile before it is finalized as there are some other issues, not related to this construction, but have to do with how the HSWD accesses and maintains the water lines internal to Stonebrook, that have to be resolved.

In any case, the HSWD intends to construct the water mains shown in County ROW first and regardless of whether or not Stonebrook connects as they want some back up to their line on US 19. The lines on the private roads won't be constructed until an agreement is finalized. A copy of the finalized agreement can be furnished at that time.

Larry Parker wrote:

> Mr. McDonald - Please see attached email. Upon successful completion of our comments we will be happy to issue a ROW permit.

>

> Larry Parker

> Engineering Design Technician

> Citrus County Engineering

>

>

>

David Purnell

From: George McDonald [gmcdonald@mcdonaldgroup.com]
Sent: Tuesday, April 13, 2010 7:39 AM
To: David Purnell
Subject: [Fwd: Re: HSWD Elevated Tank Mods]
Attachments: Re_ HSWD Elevated Tank Mods.eml (4.05 KB)

For your info

Number Past Dues Mailed

2002	# Mailed	2003	# Mailed	2004	# Mailed
January	175	January	183	January	157
February	164	February	198	February	156
March	161	March	158	March	161
April	131	April	154	April	126
May	119	May	203	May	140
June	123	June	157	June	126
July	144	July	158	July	196
August	192	August	166	August	136
September	201	September	176	September	
October	197	October	115	October	176
November	183	November	169	November	174
December	172	December	164	December	198
2005	# Mailed	2006	# Mailed	2007	# Mailed
January	198	January	187	January	139
February	173	February	193	February	190
March	166	March	170	March	168
April	180	April	193	April	164
May	154	May	140	May	142
June	166	June	175	June	170
July	180	July	177	July	170
August	127	August	156	August	145
September	184	September	203	September	171
October	185	October	180	October	118
November	169	November	177	November	247
December	191	December	190	December	161
2008	# Mailed	2009	# Mailed	2010	# Mailed
January	130	January	158	January	175
February	133	February	150	February	120
March	124	March	148	March	135
April	105	April	140	April	
May	140	May	133	May	
June	136	June	130	June	
July	126	July	130	July	
August	168	August	174	August	
September	120	September	133	September	
October	173	October	176	October	
November	165	November	168	November	
December	162	December	193	December	

**Shut - Offs Done
04-14-2010**

Account #	Name	Service Address	Amount Due	Status	# of times Shut Off	Deposit
00105	Mitchell, Kasey	9528 W Yulee Dr	\$110.75	Off/Pd/On	2nd 02-10-10 & Now	\$100.00
00019	Kise, Steve	9473 W Spring Cove Rd	\$57.50	Off/Pd/On	First	\$50.00
00100	Kenerson, Charlotte	5279 S Parkland Terr	\$37.75	Off/Pd/On	First	\$30.00
00329	Carufel, Jeanine	2330 S Palm Beach Lp	\$36.00	Off/Pd/On	First	\$50.00
00386	Hamilton, Jodeem	8470 W Buckwood Ct	\$39.50	Off/Pd/On	First	None
00405	Trowell, Sue	2330 S Whitier Pt	\$47.20	Off/Pd/On	First	\$100.00
00418	Mack, Lori Ann & Doug	2368 S Tennyson Pt	\$36.00	Off/Pd/On	First	\$100.00
00423	Carey, Jeffrey	2300 S Tennyson Pt	\$49.30	Off	First	\$50.00
00491	Barnes, Charles	8944 W White Dogwood	\$86.00	Off	2nd 01-13-10 & now	None
00522	Sikes, John	2288 S Palm Beach Lp	\$59.25	Off	First	\$50.00
01595	Green, Danny	10429 W Brocade St	\$43.00	Off/Pd/On	First	\$50.00
01661	Williams, Joann	11116 W Seminole Pl	\$97.20	Off/Pd/On	2nd 02-10-10 & Now	\$50.00
01724	Cutts, James	5669 S Willard Terr	\$53.50	Off	First	None
01742	Mrs. Ray Locklear	5695 S Magnolia	\$99.30	Off/Pd/On	2nd 02-10-10 & Now	\$50.00
01745	Huggins, Melody	10700 W Woodland	\$64.35	Off	First	\$100.00
01788	Williams, Mrs. Joann	11124 W Seminole	\$37.75	Off	First	None
02011	Dunne, William	12287 W Bauknight Ct	\$36.00	Off	First	None
02100	Abercrombie, James	12364 W Standish Dr	\$43.00	Off	First	None
02107	Martens, James	6833 S Mason Creek Rd	\$41.25	Off/Pd/On	First	None
00670	Cheek, Ken	12041 W Marlin Ct	\$93.00	Off/Pd/On	2nd 02-10-10 & Now	\$85.00
00680	Hoffman, Michael	5190 S Mystic Pt	\$87.75	Off	2nd 01-13-10 & now	None
00828	Magahey, Deborah	11805 W Fisherman Ln	\$103.50	Off/Pd/On	3rd 01-13 & 02-10 now	\$150.00
00861	Milian, Albert	5222 S Riverview Cir	\$36.00	Off/Pd/On	First	\$50.00
00865	Thomas, Kenneth C	5232 S Riverview Cir	\$36.00	Off	First	\$50.00

Monthly Over Time List
3-12-10 to 4-14-10

Date	Employee	Reason	Overtime	Where	YTD
3/12/2010	Scott Antley	Read Wells	2 hrs	Field	
3/12/2010	Ricky Fields	Turn On 10958 W. Grybeck	2 hrs	Field	
3/13/2010	Scott Antley	Read Wells	2 hrs	Field	
3/13/2010	Ricky Fields	ck for leak 5060 S. Stetson Point Dr	2 hrs	Field	
3/13/2010	Ricky Fields	Turn On 5816 S. Mickey Point	2 hrs	Field	
3/14/2010	Ricky Fields	Read Wells	2 hrs	Field	
3/14/2010	Scott Antley	Alarm Low Level (unwire circuit)	2 hrs	Field	
3/15/2010	Teresa Olds	Board Meeting	1 hr	Office	
3/15/2010	Alvie Baker	Board Meeting	1 hr	Office	22 hrs
3/15/2010	Scott Antley	Alarm Rewire Circuit	2 hrs	Field	
3/19/2010	Scott Antley	Read Wells	2 hrs	Field	
3/20/2010	Tony Stephens	Read Wells	2 hrs	Field	
3/21/2010	Tony Stephens	Read Wells	2 hrs	Field	
3/26/2010	Scott Antley	Read Wells	2 hrs	Field	
3/27/2010	Scott Antley	Read Wells	2 hrs	Field	
3/27/2010	Tony Stephens	ck for leak 5161 S. Running Brook	2 hrs	Field	
3/28/2010	Ricky Fields	Read Wells	2 hrs	Field	
3/30/2010	Rick Sandvick	Isolation Test	6 hrs	Field	
3/30/2010	Steven Sibel	Isolation Test	6 hrs	Field	
3/30/2010	Tony Stephens	Isolation Test	6 hrs	Field	
3/30/2010	Ricky Fields	Isolation Test	6 hrs	Field	
3/30/2010	Mike Townsend	Isolation Test	6 hrs	Field	
4/2/2010	Scott Antley	Read Wells	2 hrs	Field	
4/3/2010	Scott Antley	Read Wells	2 hrs	Field	
4/4/2010	Mike Townsend	Read Wells	2 hrs	Field	
4/9/2010	Scott Antley	Read Wells	2 hrs	Field	
4/10/2010	Scott Antley	Read Wells	2 hrs	Field	111 hrs
4/11/2010	Ricky Fields	Read Wells	2 hrs	Field	
4/12/2010	Teresa Olds	Isolation Test	6 hrs	Field	29 hrs
4/12/2010	Rick Sandvick	Isolation Test	6 hrs	Field	65 hrs
4/12/2010	Steven Sibel	Isolation Test	6 hrs	Field	57 hrs
4/12/2010	Tony Stephens	Isolation Test	6 hrs	Field	110 hrs
4/12/2010	Ricky Fields	Isolation Test	6 hrs	Field	117 hrs
4/12/2010	Mike Townsend	Isolation Test	6 hrs	Field	114 hrs

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM

HOMOSASSA WATER DISTRICT

ADJUSTMENTS

For Postdate from 03/01/2010 to 03/31/2010 Ordered by ADJUSTMENT NUMBER from AP and Year 3 - 2010

15:02:51 - 04/15/2010

JOURNAL - Specific

ALL ADJUSTMENT NUMBERS

Type

ALL ACCOUNTS

ADJUSTMENT TYPES: BAD CHECK FEE BILLING CORRECTION CERT. FEE PENALTY ADJ RE-READ

Adjustment Number	Customer Name	Account	Route - Meter	Type	Post Date
Description	Service	Amount			
80803	WILSON, DAVID	00884-00	02-006740	BILLING CORRECTION	
ADJUSTMENT	WATER			-157.85	03/01/2010
COMMENTS: See note section				Subtotal for Account 00884-00 :	-157.85
80810	COLLINS, MARGARET	01596-00	03-0360	RE-READ	
ADJUSTMENT [Re-Read]	WATER			-47.60	03/08/2010
COMMENTS: meter misread				Subtotal for Account 01596-00 :	-47.60
80812	HUNTER, MARK	01717-00	03-2120	BAD CHECK FEE	
ADJUSTMENT	MISC FEES			50.00	03/08/2010
COMMENTS: Bad Check fee for 2 checks returned				Subtotal for Account 01717-00 :	50.00
80813	HUNTER, MARK	01717-00	03-2120	CERT. FEE	
ADJUSTMENT	MISC FEES			5.54	03/08/2010
COMMENTS: Certified letter fee				Subtotal for Account 01717-00 :	5.54
80814	HALL, SHELDON	00432-00	01-13470	BAD CHECK FEE	
ADJUSTMENT	MISC FEES			25.00	03/08/2010
COMMENTS: Bad Check fee				Subtotal for Account 00432-00 :	25.00
80815	HALL, SHELDON	00432-00	01-13470	CERT. FEE	
ADJUSTMENT	MISC FEES			5.54	03/08/2010
COMMENTS: Certified letter fee				Subtotal for Account 00432-00 :	5.54
80837	BONJORN, PAMELA	01874-00	06-10210	BILLING CORRECTION	
ADJUSTMENT	WATER			-9.10	03/24/2010
COMMENTS: Meter misread see note section				Subtotal for Account 01874-00 :	-9.10
80838	DUCHESNE, ROLAND	00291-00	01-07725	RE-READ	
ADJUSTMENT [Re-Read]	WATER			-6.30	03/25/2010
COMMENTS: Misread in February				Subtotal for Account 00291-00 :	-6.30
Grand Total of Adjustments:					-134.77