

# Exhibit A

## Contract Operations Checklist

### Important Issues to Be Included and Considered

**DISCLAIMER:** This list is NOT A LEGAL DOCUMENT OR CONTRACT. It is provided for informational purposes only for delineating Owner's and Contract Operator's duties, assignments, and responsibilities with respect to the operation of the water and wastewater systems in Florida under FDEP Rules. This checklist may be attached to or included an Exhibit or Attachment to Contract Operator agreements. FRWA strongly recommends the utilization of contracts that are legal and enforceable in Florida and meets the needs for the operation of the water and wastewater systems. Feel free to modify this checklist as necessary or strikethrough items that are not relevant to your situation. It is important to describe and agree on ALL responsibilities, activities, deliverables, and/or reports that each party will provide.

Owner Initials	Operator Initials	<b>Description of Responsibilities, Activities, Deliverables, and/or Reports</b> Each party should acknowledge primarily responsibilities by initialing the appropriate box for maintaining the water/wastewater system:
		The Owner (or authorized representative) of the water/wastewater system understands that it is ultimately responsible for the operation of the system in compliance with FDEP rules and regulations. <u>This responsibility cannot be delegated to the Contract Operator per Florida Statute.</u>
		The Owner has hired the Contract Operator to perform the specific duties for the operation of the water/wastewater system in compliance with FDEP requirements.
		The Owner (or authorized representative) will obtain relevant utility management training including, but not limited to water/wastewater system management, operations, financial, GASB 34, and regulations.
		The Owner will never ask, require, or put the Contract Operator in a position where it must falsify, submit inaccurate reports, records, and so forth, that would impact operations, permit compliance, or the Contract Operator's license.
		<b>The Contract</b> should clearly define and describe the following, but is not limited to: <ul style="list-style-type: none"> <li>▪ Communications,</li> <li>▪ Period of Service,</li> <li>▪ Effective Date,</li> <li>▪ Renewal Options,</li> <li>▪ Scope of Services,</li> <li>▪ Compensation and Payment,</li> <li>▪ Non-Payment Consequences,</li> <li>▪ Insurance,</li> <li>▪ Indemnification,</li> <li>▪ Liability,</li> <li>▪ Dispute Resolution (Arbitration),</li> <li>▪ Unforeseen Circumstances,</li> <li>▪ Emergencies, and</li> <li>▪ Termination.</li> </ul>
		<b>Water System Operation.</b> The Contract Operator will make _____ visits each week for a total of _____ on-site hours in order to operate, maintain and/or monitor the water system. <b>Wastewater System Operation.</b> The Contract Operator will make _____ visits each week for a total of _____ on-site hours in order to operate, maintain and/or monitor the wastewater system. The hours listed under Water and Wastewater System Operation cannot be simultaneous or concurrent.
		<b>Alarms and Emergency Calls.</b> The Contract Operator shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within _____ hours of its occurrence. The Owner understands that it must be responsive to alarms and emergency calls until the Contract Operator can respond.
		The Contract Operator shall staff the Owner's water/wastewater system using valid State of Florida Certified Operators per FDEP Rule 62-699 at the level required to operate the facility. The Contract Operator of the water/wastewater system understands that it is responsible to FDEP and the Owner to operate the system in compliance with FDEP rules and regulations.
		The Contract Operator will provide job related training for its personnel in the areas including but not limited to water/wastewater system operations, quality, maintenance, safety, sampling, laboratory, and emergency response.
		The Contract Operator will provide the Owner with written notices of any issues, expenditures, or necessary actions that must be taken to keep the system in good condition and reliable operation all in accordance with FDEP Rules.
		Based on its best professional experience and after inspection of the system, the Contract Operator will provide an estimate of likely Capital Expenditures that might be needed during the period of service (this could include the <b>Short Lived Assets Worksheet</b> , see Exhibit B).
		The Contract Operator understands that the smooth operation of the water/wastewater system is a cooperative effort with the Owner (or authorized representative) and it will provide a checklist for routine monitoring, observing, inspecting, and maintaining the system – this could include the O&M Manual (see www.frwa.net), how to recognize the normal sounds, sights, and conditions of a properly functioning equipment, security issues, treatment chemicals, alarms, and so forth.
		<b>FDEP Fines.</b> The Owner is responsible to pay for <u>most</u> FDEP Fines, however should the Contract Operator fail to perform its duties as described herein or under FDEP Rule it will be responsible for FDEP Fines as a result of performance, duties, or actions within its responsible charge and as it relates to <u>reporting violations or system operation.</u>
		<b>Correspondence</b> from the FDEP District Office or Approved County Health Department shall be sent directly to the Owner. The Owner shall forward all correspondence to the Contract Operator.

Owner's Duty	Operator's Duty	<p style="text-align: center;"><b>Division of Responsibilities and Duties</b></p> <p style="text-align: center;">Indicate which party is primarily responsible by checking the appropriate box for maintaining the water/wastewater system:</p>
	<input type="checkbox"/>	<b>Monthly Operating Reports (MORs)</b> submitted in a timely manner per FDEP Rule 62-555.350 & 62-555.900(2) thru (6), FAC. Any emergency or abnormal operating conditions shall be noted in the MORs, including line breaks, fires, flushing, PBWN, etc.
	<input type="checkbox"/>	<b>Discharge Monitoring Reports (DMRs)</b> submitted to FDEP in a timely manner per FDEP Rule 62-600 & 62-620.910(10) FAC. Any emergency or abnormal operating conditions shall be noted in the DMRs, including sewage or chemical spills.
	<input type="checkbox"/>	<b>Bound Log Book</b> – maintain & up-date. Entries shall include the time and date of service visits, any adjustments or maintenance performed on equipment and the meter reading of the well(s) pumps per FDEP Rule 62-602 & 62-620.350.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Recordkeeping</b> – Recordkeeping is required for up to 12-years (depending on the record) at the Owner's Water System per FDEP Rule 62-550.720, 62-550.730 & 62-620. Indicate who will be responsible to organize, maintain, and file ALL REQUIRED RECORDS IN ONE PLACE at the Owner's Water System -- will it be the Contract Operator or the Owners? Note: sharing this responsibility is only inviting problems!
<input type="checkbox"/>	<input type="checkbox"/>	<b>Operation &amp; Maintenance (O&amp;M) Manual, Logs, Reports, and Records</b> -- Maintain & up-date per FDEP Rule 62-555.350(12) & (13) and 62-602.650(4), FAC and shall contain (see <a href="http://www.fwva.net">www.fwva.net</a> for O&M template): <ul style="list-style-type: none"> <li>▪ Operation &amp; Maintenance Procedures (equipment, pumps, valves, instrumentation, controls, electrical, structures, tanks, etc.)</li> <li>▪ Preventive Maintenance and Repair Procedures, for all plant equipment and facilities</li> <li>▪ Bound and Indexed Equipment Manufacturer Manuals</li> <li>▪ Date and Type of all Maintenance Performed</li> <li>▪ Date and Results of all Sampling and Analyses Performed unless documented on a laboratory sheet</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Consumer Confidence Reports</b> -- up-date and distribute annually per FDEP Rule 62-550.824 & 62-555.900(19) & (21) (see <a href="http://www.fwva.net">www.fwva.net</a> for template)
<input type="checkbox"/>	<input type="checkbox"/>	<b>Notify FDEP District Office or Approved County Health Department</b> as required – per FDEP Rule 62-555.350(10), FAC. Notify the FDEP District Office or Approved County Health Department as soon as possible if there is abnormal occurrence of water color, odor, or taste; failure to appropriately disinfect; service interruptions; actions that necessitate the issuance "Precautionary Boil Water Notices"; switching between chloramines and free chlorine; or sewage spills.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Issue Precautionary Boil Water Notices</b> as required – Rule 62-555.350(11), 62-555.900(22) & 62-555.335, FAC.
<input type="checkbox"/>	<input type="checkbox"/>	<b>State Warning Point Notification (800) 320-0519</b> as required – per FDEP Rule 62-555.350(10), FAC. Suppliers of water shall telephone the SWP within 2 hours after discovery of any actual or suspected sabotage, security breach, tampering, vandalism of the public water system, sewage spills, or chemical spills.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Emergency Response Plan and Risk &amp; Resilience Assessments</b> America's Water Infrastructure Act (AWIA) was signed into law in October of 2018. Section 2013 of this federal legislation requires community drinking water systems serving more than 3,300 people to develop or update risk assessments and emergency response plans (ERPs). The law specifies the components that the risk assessments and ERPs must address and establishes deadlines by which water systems must certify to EPA completion of the risk assessment and emergency response plans.  Each new CWS that comes online will follow the Risk and Resiliency Assessments and emergency response plan certification submittal deadlines based on the population served in the next five-year reporting cycle. For example, a CWS that comes online after the March 31, 2020 deadline serving 100,000 people or more is required to certify their completion of the assessment no later than March 31, 2025. Please visit EPA's website <a href="https://www.epa.gov/waterresilience/awia-section-2013">https://www.epa.gov/waterresilience/awia-section-2013</a> to learn more.
<input type="checkbox"/>	<input type="checkbox"/>	<b>FlaWARN Membership &amp; Mutual Aid Agreements</b> FlaWARN is the formalized mutual aid response network/consortium of utilities willing to provide critical resources to member utilities during man-made or natural disasters.  FlaWARN has developed their own mutual aid agreement (MAA). This provides member utilities with an advanced good-faith indication from a responsible party, that the participating utilities understand and agree to the concepts and provisions (including reimbursement) for mutual aid. It is not designed to address or settle disputes or legal issues that may arise. Signing the MAA is not mandatory to become a member, however, without a signed MAA, member utilities maybe hesitant to render services.  During an event, FlaWARN utilizes the WATER Tracker website ( <a href="http://www.flwatertracker.com">www.flwatertracker.com</a> ) to help coordinate and track any needs posted or requested by utilities. For more information call 1-800-872-8207 or email <a href="mailto:WATERTracker@floridadep.gov">WATERTracker@floridadep.gov</a>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Comprehensive System Map(s) &amp; Record Drawings</b> -- maintain & up-date per FDEP Rule 62-555.350(14) & 62-620.910(13) FAC. Water System Map shall show the location and size of water mains, valves, fire hydrants; pumping facilities, storage tanks, and interconnections with other public water systems. Wastewater System Record Drawings shall show the location and size of gravity sewer lines, force mains, low-pressure lines, valves, lift stations, plants, and so forth.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Auxiliary Standby Generator(s)</b> -- maintain & operate monthly 30-min. at full load per FDEP Rule 62-555.350(2), FAC

<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Preventive Maintenance and/or Basic Equipment Maintenance</b> is normally provided by <u>Contract Operator</u>. Preventive Maintenance means those routine and/or repetitive activities scheduled, required, or recommended by the equipment or facility manufacturer or Contract Operator to maximize the service life of the equipment, sewer, vehicles, and facility (see <a href="http://www.fwra.net">www.fwra.net</a> for O&amp;M template).</p> <ul style="list-style-type: none"> <li>For Preventive Maintenance activities, expenditures, and/or parts costing <b>MORE</b> than \$ _____ Dollars; the Contract Operator must notify the Owner <u>Verbally / In Writing</u> (circle one) _____ days before beginning maintenance; the Owner must approve the expense <u>Verbally / In Writing</u> (circle one) prior to the activity; and the Contract Operator will be reimbursed in the <u>next monthly invoice / by separate invoice</u> (circle one).</li> <li>For Preventive Maintenance activities, expenditures, and/or parts that requires a <b>THIRD PARTY VENDOR</b> the Owner must approve the expense <u>In Writing</u> prior to the activity and agree to the disposition of the expense.</li> <li>For Preventive Maintenance activities, expenditures, and/or parts costing <b>LESS</b> than \$ _____ Dollars; the Contract Operator must notify the Owner <u>Verbally / In Writing</u> (circle one) _____ days before beginning maintenance; the Owner must approve the expense <u>Verbally / In Writing</u> (circle one) prior to the activity; and the Contract Operator will be reimbursed in the <u>next monthly invoice / by separate invoice</u> (circle one).</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Equipment Repair, Parts, and/or Rehabilitation</b> – Repairs mean to fix equipment that is broken. Maintenance is proactive whereas repairs are unscheduled maintenance to restore to sound condition after damage, breakage, or critical malfunction. Repairs are inconvenient. Repairs normally require the <u>Contract Operator's</u> expertise, tools, and staff, however the <u>Owner</u> often pays for the parts, time and expense (representative of the extra efforts and costs that are not normally included in the Contract). These Repair / Rehabilitation Expenditures (and replacements) are those items that significantly extend equipment or facility service life (equipment, tanks, facilities, or major repairs).</p> <ul style="list-style-type: none"> <li>Repair / Rehabilitation Expenditures that cost <b>MORE</b> than \$ _____ Dollars must be estimated in writing by the Contract Operator and approved <u>In Writing</u> by the Owner prior to ANY work being performed and agree to the disposition of the expense. The Contract Operator shall provide the Owner with a reasonable lead-time to process the request of _____ days.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Basic Interior Housekeeping</b> means to maintain the aesthetics of the facilities – in general, maintain all facilities in a clean, neat, and orderly fashion. Floors shall be free of mud, debris, trash, sewage, screenings, sludge, etc.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Basic Exterior Maintenance</b> means that equipment, tools, and material will be properly stored; trees and shrubs shall be kept trimmed, grass shall be maintained &amp; mowed, and other grounds shall be free of noxious weeds, debris, trash, etc.; and the site is secured, locked, and fences are in good repair.</p>

Owner's Duty	Operator's Duty	<p style="text-align: center;"><b>Division of Responsibilities and Duties</b></p> <p style="text-align: center;">Indicate which party is primarily responsible by checking the appropriate box for maintaining the water/wastewater system:</p>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Periodic Exterior Maintenance</b> means that concrete surfaces are pressure washed, facilities are repainted, and so forth.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Clean Accumulated Sludge &amp; Biogrowths from all treatment facilities</b> that are in contact with raw, partially treated, or finished drinking water ANNUALLY -- per FDEP Rule 62-555.350(2), FAC
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annually Rehabilitate or Repair Blistered, Chipped, or Cracked Coatings and Linings</b> on treatment / storage facilities in contact with raw, partially treated, or finished drinking water -- per FDEP Rule 62-555.350(2), FAC
<input type="checkbox"/>	<input type="checkbox"/>	<b>5-year Cleaning of Finished-Drinking-Water Storage Tanks</b> to remove biogrowths, calcium or iron/manganese deposits, and sludge from inside the tanks -- per FDEP Rule 62-555.350(2), FAC and shall keep records documenting cleaning and inspected during the past five years per FDEP Rule 62-555.350(12)(c), FAC. The next cleaning is required _____.
<input type="checkbox"/>	<input type="checkbox"/>	<b>5-year Structural &amp; Coating Integrity Inspection of Finished-Drinking-Water Storage Tanks</b> under the responsible charge of a licensed engineer -- per FDEP Rule 62-555.350(2), FAC The next inspection is required _____.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Flush Dead-End Water Mains</b> Quarterly / Monthly (circle one) -- per FDEP Rule 62-555.350(2), FAC and keep records documenting flushing per FDEP Rule 62-555.350(12)(c), FAC
<input type="checkbox"/>	<input type="checkbox"/>	<b>Check the Calibration of Finished-Drinking-Water Meters</b> at treatment plant(s) once every 3 to 4-years -- per FDEP Rule 62-555.350(2), FAC. The next calibration is required _____.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Exercise All Isolation Valves &amp; Fire Hydrants</b> once every year / 2-years (circle one) -- per FDEP Rule 62-555.350(2), FAC and keep records documenting valve and fire hydrant exercised per FDEP Rule 62-555.350(12)(c), FAC
<input type="checkbox"/>	<input type="checkbox"/>	<b>Test Hydropneumatic Tank Pressure Relief Valves</b> once every year per FDEP Rule 62-555.350(2), FAC
<input type="checkbox"/>	<input type="checkbox"/>	<b>Chlorine Feed System O&amp;M.</b> The Contract Operator will be responsible maintain a Minimum Free Chlorine Residual of 0.2 mg/L, or a Minimum Combined Chlorine Residual of 0.6 mg/L for Chloramines, throughout the Owner's drinking water distribution system at all times. The Contract Operator will be responsible for cleaning scale deposits at the injector, inspecting metering pumps, maintaining adequate levels of disinfectants, and replacing tubing when needed, to ensure adequate flow of disinfectant. This will also entail flushing the distribution system until the residual disinfectant concentration is restored to the required minimum level.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Routine Customer Meter Reading.</b> Monthly customer meter reading is essential to system fiscal viability.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Routine Customer Billing.</b> Monthly billing and collections are essential to system fiscal viability.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Meter Shut-Offs &amp; Turn-Ons.</b> This is performed for non-payment, cross connection threats, and customer vacancies.
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Customer Meter Calibrations &amp; Replacements.</b> Water meters are the cash register of the water/wastewater system and their accuracy directly impacts the bottom line. It is recommended that customer meter calibrations should be performed once every 5 to 7-years (15% per year) and meters need to be replaced after 10-years (about 10% per year).</p> <p><input type="checkbox"/> The Owner / Contract Operator (circle one) will calibrate _____ (%) percent of the water meters each year.</p> <p><input type="checkbox"/> The Owner / Contract Operator (circle one) will replace _____ (%) percent of the water meters each year &gt; 10% calibration and the Owner / Contract Operator (circle one) is responsible to pay for meter replacements.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Routine Sampling Water &amp; Chain of Custody</b> will be provided per FDEP Rules 62-550.511 through 62-550.520, 62-550.800, 62-550.821 – 62-550.822, 62-550.828, &amp; 62-550.830, FAC, including, but not limited to:</p> <p><input type="checkbox"/> <b>Chlorine &amp; Chloramines Residual</b> ~ Frequency Monthly / Quarterly per FDEP Rule 62-550.514(1), 62-550.821 &amp; 62-550.822</p> <p><input type="checkbox"/> <b>Microbiological Contaminants</b> ~ Frequency _____ x Monthly / _____ x Quarterly per FDEP Rule 62-550.830</p> <p><input type="checkbox"/> <b>Well Microbiological Sampling</b> ~ Frequency Monthly / Quarterly per FDEP Rule 62-550.518(2), (3)</p> <p><input type="checkbox"/> <b>Volatile Organics</b> ~ Frequency Quarterly Every 3-Years / Annually per FDEP Rule 62-550.500(5) &amp; 62-550.515</p> <p><input type="checkbox"/> <b>Nitrate &amp; Nitrite</b> ~ Frequency Quarterly / Annually per FDEP Rule 62-550.500(5) &amp; 62-550.512</p> <p><input type="checkbox"/> <b>DBPs (TTHMs &amp; HAA5s)</b> ~ Frequency Monthly / Quarterly / Annually per FDEP Rule 62-550.514(2), 62-550.821 &amp; 62-550.822</p> <p><input type="checkbox"/> <b>Secondary Contaminants</b> ~ Frequency Once Every 3-Years / Annually per FDEP Rule 62-550.500(5) &amp; 62-550.520</p> <p><input type="checkbox"/> <b>Lead &amp; Copper</b> ~ Frequency Once Every 3-Years / Annually/Biannually per FDEP Rule 62-550.800, 62-555.900(12), (16), (17) &amp; (18)</p> <p><input type="checkbox"/> <b>Inorganics</b> ~ Frequency Once Every 3-Years / Annually/ Quarterly per FDEP Rule 62-550.500(5) &amp; 62-550.513</p> <p><input type="checkbox"/> <b>Synthetic Organics</b> ~ Frequency Quarterly Every 3-Years / Annually per FDEP Rule 62-550.500(5) &amp; 62-550.516</p> <p><input type="checkbox"/> <b>Gross Alpha, Radium-226, Radium-228, &amp; Uranium</b> ~ Frequency Once every 9 years/6 years/3 years/ Annually/Quarterly per FDEP Rule 62-550.519(1)</p> <p><input type="checkbox"/> <b>Beta Particle &amp; Photon Radioactivity</b> ~ Frequency Once Every 3-Years / Annually/Quarterly/monthly per FDEP Rule 62-550.519(2)</p> <p><input type="checkbox"/> <b>Asbestos</b> ~ Frequency Once Every 9-Years per FDEP Rule 62-550.511 (Refer to rule for certification of asbestos-free instead of monitoring.)</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Routine Sampling Wastewater &amp; Chain of Custody</b> will be provided per FDEP Rule Chapter 62-600, FAC, including, but not limited to:</p> <p><input type="checkbox"/> <b>Annual Reuse Report</b> ~ Frequency Annually / Quarterly / Monthly. Rule reference changes to 62-610.300(3)(a)(2) starting August 2021.</p> <p><input type="checkbox"/> <b>Pathogen Monitoring</b> ~ Frequency Annually / Quarterly / Monthly. Rule reference changes to 62-610.300(3)(a)(4) starting August 2021.</p> <p><input type="checkbox"/> <b>Reclaimed Water or Effluent Analysis Report</b> ~ Frequency Annually / Quarterly / Monthly per FDEP Rule 62-620.910(15)</p> <p><input type="checkbox"/> <b>Residuals Annual Summary</b> ~ Frequency Annually per FDEP Rule 62-640.210(2)(b)</p>

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<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Biosolids Land Application Site</b></p> <p>If such site permitted as part of facility permit, then the following should be added:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Biosolids Site Annual Summary – Frequency Annually per FDEP Rule 62-640.650</li> <li><input type="checkbox"/> Soil Fertility Testing (can include pH) – Frequency Annually per FDEP Rule 62-640.650(3)(b)1.</li> <li><input type="checkbox"/> Soil pH Testing – Frequency Annually per FDEP Rule 62-640.700(9)</li> <li><input type="checkbox"/> Ground Water Monitoring – Frequency Quarterly per FDEP Rule 62-640.650(3)(c)</li> <li><input type="checkbox"/> Surface Water Monitoring – Frequency Quarterly per FDEP Rule 62-650.650(3)(d)</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Laboratory Costs for Routine Sampling</b> (as listed above) will be paid for by <u>Contract Operator / Owner</u> (circle one)</p>

# Exhibit B Short-Lived Assets Worksheet

Unexpected costs make running water and wastewater systems challenging for the Owner. So this worksheet will help the Owner plan for unexpected costs. This is why it is **essential** that the Contract Operator complete this worksheet to provide and estimate likely Capital Expenditures based on its best professional experience that might be needed during the period of service. The Contract Operator will (1) prepare a list of short-lived assets in column A – anything that might need replacing or major repair (pumps, meters, paint, valves, and small equipment) within the next ten years or so; (2) estimate the remaining expected life in column B; (3) estimate the probably replacement or repair costs in column C; (4) calculate the recommended annual reserves needed to fund replacement of short-lived assets – to do this divide column C (\$ dollars) by column B (years).

<b>A Short Lived Assets with under 10-year life expectancy (pumps, meters, paint, valves, small equip)</b>	<b>B Estimated Remaining Expected Life (years)</b>	<b>C Estimated Replacement or Repair Costs (\$ Dollars)</b>	<b>D Recommended Annual Reserves for Assets (\$ Dollars / Year)</b>