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March 15, 2022

***Via Electronic Filing***

Florida Public Service Commission  
Office of Commission Clerk  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Application for Authority to Transfer - CSWR-Florida Utility Operating  
Company, LLC; Tradewinds Utilities, Inc.

Dear Commission Clerk:

Attached please find an Application for Authority to Transfer filed by CSWR Florida  
Utility Operating Company, LLC ("CSWR-Florida UOC") relating to Tradewinds Utilities, Inc.  
A filing fee in the amount of \$2,250.00, as well as a Request for Confidential Classification as to  
Exhibit D, will be separately hand delivered to the Office of Commission Clerk.

Sincerely,

*/s/ Thomas A. Crabb*

Thomas A. Crabb  
Susan F. Clark  
Attorneys for Applicant  
CSWR-Florida Utility Operating Company, LLC

## **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Application for transfer of water and  
wastewater facilities, Water Certificate No.  
405-W, and Wastewater Certificate No. 342-S  
of Tradewinds Utilities, Inc. to CSWR-Florida  
Utility Operating Company, LLC, in Marion  
County.

Docket No.: \_\_\_\_\_

### **APPLICATION FOR TRANSFER OF FACILITIES AND CERTIFICATES FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

CSWR-Florida Utility Operating Company, LLC (“CSWR-Florida UOC” or “Applicant”), pursuant to section 367.071, Florida Statutes, and rule 25-30.037(2), Florida Administrative Code, applies for transfer of the water and wastewater facilities, Water Certificate No. 405-W and Wastewater Certificate No. 342-S of Tradewinds Utilities, Inc. in Marion County.

### **FILING FEE**

Pursuant to rule 25-30.020(2)(c), F.A.C., the total filing fees are \$2,250.00, which will be submitted concurrently with the filing of this application, and are broken down as follows: Water Certificate No. 405-W (\$1,500.00); and Wastewater Certificate No. 342-S (\$750.00).

### **PART I. APPLICANT INFORMATION**

#### **A. Contact Information for Utility/Seller**

Utility Name:	Tradewinds Utilities, Inc.
Street Address:	1552 SW 7th Road Ocala, FL 34471
Mailing Address:	P.O. Box 5220 Ocala, FL 34478-5220
Phone Number:	(352) 622-4949
Fax Number:	(352) 732-4366
FEIN:	59-2323148
Email address:	charlie@altfo.com
Website address:	none
Water Certificate No.:	405-W
Wastewater Certificate No.:	342-S

#### **B. Contact Information for Seller’s Authorized Representative**

Name:	Charles deMenzes
Mailing Address:	P.O. Box 5220 Ocala, FL 34478-5220

Phone Number: (352) 622-4949  
Fax Number: (352) 732-4366  
Email address: charlie@altfo.com

**C. Contact Information for Buyer/Applicant**

Buyer's Name: CSWR-Florida Utility Operating Company, LLC  
Office Street Address: 1650 Des Peres Road, Suite 303  
St. Louis, MO 63131  
Phone Number: (314) 736-4672  
Fax Number: (314) 736-4743  
FEIN: 38-4180174  
Email address: regulatory@cswrgroup.com  
New Utility Name: CSWR-Florida Utility Operating Company, LLC

The Buyer as defined in the purchase agreement is "Central States Water Resources, Inc., a Missouri corporation, or its assigns." Prior to closing, Central States Water Resources, Inc., or its affiliate, will assign all rights and interests to CSWR-Florida UOC.

**D. Contact Information for Buyer's Authorized Representatives**

Name: Susan F. Clark, Esq.  
Thomas A. Crabb, Esq.  
Mailing Address: Radey Law Firm  
301 South Bronough Street, Suite 200  
Tallahassee, FL 32301  
Phone Number: (850) 425-6654  
Fax Number: (850) 425-6694  
Email addresses: sclark@radeylaw.com  
tcrabb@radeylaw.com  
sturner@radeylaw.com  
dguelztow@radeylaw.com

**E. Contact Information for Person in Possession of Seller's Books and Records**

Name: Charles deMenzes  
Mailing Address: P.O. Box 5220  
Ocala, FL 34478-5220  
Phone Number: (352) 622-4949  
Fax Number: (352) 732-4366  
Email address: charlie@altfo.com

If the Public Service Commission audits the books and records of the Utility/Seller as part of this docket, then the primary point of contact for the audits should be the Seller's Authorized Representative, Charles deMenzes. Applicant requests that Buyer's Authorized Representative,

Tom Crabb (tcrabb@radeylaw.com; sturner@radeylaw.com), be copied on all audit correspondence, document and data requests, etc. from the Commission relating to the audit.

#### **F. Buyer's Business Organization**

The Applicant is a Florida limited liability company created on March 31, 2021, document number L21000150005. Applicant is not doing business under a fictitious name. Attached as **Exhibit A** are Applicant's Articles of Organization and documents from the Florida Department of State, Division of Corporations, showing Applicant's business name and active document number.

The Buyer/Applicant CSWR-Florida UOC is wholly owned by CSWR-Florida Utility Holding Company, LLC, a Florida limited liability company whose principal address is 1650 Des Peres Road, Suite 303, St. Louis, MO 63131.

### **PART II. TRANSFER OF CERTIFICATE**

#### **A. Description of Sale Agreement**

Attached as **Exhibit B** is a copy of the executed Purchase and Sale Agreement ("Agreement").

A closing date is not specified in the Agreement as closing is dependent upon, among other things, a Commission order authorizing transfer of the Sellers' assets. All conditions that must be satisfied before closing are specified in Section 4.01 of the Agreement.

The purchase price for the Sellers' assets is located in Section 1.02(a) of the Agreement.<sup>1</sup> The purchase price, less any earnest money, shall be payable in cash at closing by wired funds and shall be paid on the Closing Date as defined in Section 4.01 of the Agreement.

CSWR-Florida UOC is not acquiring any non-regulated assets or operations of the Seller and is not assuming any of Seller's liabilities or obligations. The transaction is limited to the acquisition of assets used to provide regulated utility service. As the list of assets being purchased, attached as **Exhibit C** are the Water Utility Plant Accounts and the Wastewater Utility Plant Accounts pages from the Seller's 2020 Annual Report to the Commission.

In addition, Article I of the Agreement generally describes the property to be acquired. Following conclusion of the Feasibility Period (as defined in Section 2.04 of the Agreement) and prior to closing, major units or items of acquired property (land, improvements, and rights of way, tools, devices, equipment, furniture, fixtures, machinery, supplies, and other material tangible

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<sup>1</sup> The purchase price in Section 1.02(a) of the Agreement is the price for the purchase of the assets of BFF Corp., Tradewinds Utilities, Inc., and C.F.A.T. H2O, Inc. All three of these utilities are controlled by the same principal and the purchase of the assets of all three utilities are addressed in the same Purchase and Sale Agreement. Applications for the transfer of the facilities/certificates of C.F.A.T. H2O, Inc. and BFF Corp. are being filed contemporaneously with this Application.



items) will be identified and included on exhibits A and B to the Agreement; however, the dollar values of those items will not be individually identified.

The purchase price will be paid in cash at closing. There is no other consideration between the parties, including salaries, retainer fees, stock, stock options, or assumption of any Seller's obligation.

Under the terms of the Agreement, CSWR-Florida UOC is not acquiring or assuming responsibility for pre-closing obligations of the Seller, including Seller's obligations related to customer deposits. Prior to closing, it would be Seller's responsibility to return any such deposits in accordance with Florida Commission rules and Seller's approved tariffs. The Seller has indicated that it has no customer advances, leases, debt, and/or guaranteed revenue contracts. However, if any are later identified, prior to closing, CSWR-Florida UOC will review all leases and developer agreements and will assume or renegotiate those agreements on a case-by-case basis. Any customers or developers who paid advances to the Seller prior to closing will be given full credit for those payments after closing.

Upon closing, CSWR-Florida UOC will fulfill the commitments, obligations, and representations of the Seller with regard to utility matters.

CSWR-Florida UOC has or will obtain the books and records of the Seller, including all supporting documentation for rate base additions since the last time rate base was established. The books and records of CSWR-Florida UOC will be maintained using the NARUC Uniform System of Accounts.

CSWR-Florida UOC will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location.

## **B. Financial Ability**

CSWR-Florida UOC was created for the purpose of acquiring and operating water and wastewater systems in Florida as a public utility. Unless and until it acquires such systems, the Applicant has no financial statements. In lieu of such information, the 2019 and 2020 audited financial statements of CSWR, LLC and its subsidiaries are provided in redacted form and attached as **Exhibit D**. An unredacted version of Exhibit D, along with a Request for Confidential Classification for the same, will be separately filed.

Attached as **Exhibit E** is the CSWR organization chart showing CSWR-Florida UOC and its affiliates. US Water Systems, LLC, is the sole member (i.e., 100% owner) of CSWR, LLC ("CSWR"). No partner or affiliated company has provided debt financing to CSWR.

To fund the acquisition proposed in this application, CSWR will invest sufficient equity in CSWR-Florida UOC to (a) pay the purchase price and all costs related to the acquisition of assets currently owned by Seller; (b) fund necessary capital improvements; and (c) provide working capital to sustain operations until fully compensatory rates are implemented and CSWR-Florida UOC becomes self-sufficient.

## **C. Technical Ability**

### **1. Experience In The Water And Wastewater Industry**

CSWR-Florida UOC is part of an affiliated group of holding and utility operating companies currently providing water and wastewater services to customers in Missouri, Arkansas, Kentucky, Texas, Louisiana, Tennessee, Mississippi, Arizona, and North Carolina. The affiliate group includes CSWR, which employs personnel with managerial and operational expertise necessary to provide essential services to its utility affiliates. The services CSWR provides include, but are not limited to, executive management, administrative, legal, accounting, finance, engineering, accounts payable, and risk management. CSWR also invests equity capital used to acquire utility assets and systems (such as those for which authority is sought by this application), make required capital improvements, and provide working capital necessary to operate those systems until they become self-sufficient.

Since their formation, CSWR and its affiliates have invested more than \$251 million to acquire and operate water and wastewater systems in Missouri, Arkansas, Kentucky, Louisiana, Texas, Mississippi, Tennessee, North Carolina, and Arizona. Combined, these systems currently serve approximately 73,000 water and 117,000 wastewater customers. In each of those jurisdictions, state utility regulators determined CSWR and its affiliates have the financial strength and the managerial and operational experience and expertise necessary to acquire, improve, own, and operate water and wastewater systems in a manner that serves the public interest.

CSWR's operating company affiliates have also filed or soon will file additional acquisition applications in Missouri, Texas, Kentucky, Arizona, North Carolina, Louisiana, Mississippi, and Tennessee.

CSWR's business plan is to purchase and recapitalize water and wastewater systems and to operate those systems as investor-owned regulated utilities. Most of the systems acquired are not providing safe and reliable service. Many of the systems CSWR acquires are out of compliance with state utility commission rules and with federal and state environmental or public health laws. Many of the systems also lack the federal and/or state permits required to lawfully operate. And many have not increased rates for a decade or more and therefore lack the financial resources necessary to build, maintain, and make replacements to the systems.

In other states, CSWR's utility operating companies have acquired distressed systems, invested the capital necessary to construct or repair the physical facilities, and provided the managerial experience and expertise required to operate those systems in a way that satisfies customers, regulators, and investors alike. If given the opportunity, we can bring those same financial resources and the same managerial and operational expertise to the systems we propose to acquire in Florida.

If this application is approved, CSWR-Florida UOC would hire one or more unaffiliated operations and maintenance firms (preferably local) that have knowledgeable and experienced personnel and that hold all Florida licenses necessary to manage daily operations of the system at

issue in this application. CSWR-Florida UOC would also use an unaffiliated billing and customer service firm – the same firm currently used by its affiliates outside Florida.

CSWR has developed a centralized computerized maintenance management system that monitors the performance of its water and wastewater systems and allows personnel to track ongoing maintenance and testing activities of all third-party contractors. In addition, CSWR uses GIS survey information to accurately map all infrastructure assets, which enables anticipatory and targeted infrastructure investment. CSWR's outside firms are required to provide 24-hour emergency service phone numbers to report service issues, provide on-call emergency service personnel who must respond within prescribed time limits, use a computerized maintenance management system for wastewater and drinking water utility assets, provide online bill payment options, and use up-to-date website bulletins about current service status.

While day-to-day operational, billing, and customer service functions would be provided by contractors, all management, financial reporting, underground utility safety and location services, Commission regulatory reporting, environmental regulatory reporting and management, operations oversight, utility asset planning, engineering planning, ongoing utility maintenance, utility record keeping, and final customer dispute management would be performed by personnel at CSWR's corporate office. CSWR personnel also would monitor the activities of contractors to make sure the systems are being operated and maintained properly and customer needs are being met.

Brief biographies of CSWR's key executive and operational leaders are attached as **Exhibit F**. Additional information regarding CSWR and its affiliates, including case studies showing the significant improvements made in some of the acquired systems can be found on CSWR's website: <https://www.centralstateswaterresources.com>.

## **2. Continued Operation Of The Utilities**

CSWR-Florida UOC plans to use one or more appropriately qualified and licensed contract operators to handle day-to-day inspections, checks, sampling, reporting, and meter reading. The contract operator also would be responsible for necessary system repairs, as well as extraordinary issues that arise from time to time, to ensure proper facility operations. All contractor activities would be tracked by a computerized maintenance system. In addition, a computerized plant monitoring system would integrate repair and system operations data into a single water information management platform that includes all systems operated by CSWR-Florida UOC's affiliates.

The Applicant will use a contractor for billing and handling customer calls. The contractor would be responsible for computing, printing, and sending monthly bills to customers and for collecting payments. The billing contractor's staff would also field and process customer bill inquiries, make bill adjustments, address customer requests for payment plans, and interact with Commission Staff regarding billing issues as necessary. Billing contractor employees are trained to route any customer service complaints and inquiries to the service contractor.

Contractors providing day-to-day operations and maintenance services are selected through a competitive bidding process. The contractor providing billing and related services for CSWR affiliates in Missouri, Arkansas, Kentucky, Texas, Louisiana, Mississippi, Arizona, North Carolina, and Tennessee would likely be used in Florida. By using this contractor, Nitor Billing Services, LLC, CSWR-Florida UOC would have access to proprietary systems developed to meet the needs of the affiliate group and its customers. CSWR-Florida UOC also would benefit from economies of scale available from a systemwide customer service vendor.

As needed, CSWR-Florida UOC would implement operational changes to improve and enhance customer service. In addition, upon acquisition, customers would have access to a 24-hour phone line to report any utility service issues. Those calls would then be transferred into the computerized maintenance management system and converted into work orders, which creates a historical record of all reported service issues. The work order also would ensure contracted customer service personnel can commence work required to address customer service issues quickly and efficiently. The Applicant would ensure customers served by the system have access to customer service representatives during normal business hours to talk about any customer concerns. Additionally, CSWR-Florida UOC would establish a utility-specific webpage and dedicated email address to keep customers informed about their utility service. Mirroring the relevant utility homepage information, the Applicant will also implement a dedicated social media page to offer another avenue of communication with customers about utility matters. The social media account will be staffed by customer service representatives who can quickly answer customer questions. Finally, the Applicant would offer online bill paying options to customers including e-checks and debit and credit cards.

#### **D. Territory Description, Public Interest, and Facilities**

##### **1. Territory Description**

Attached as **Exhibit G** is a copy of the legal description of the proposed service area in Marion County, Florida - the same territory currently served by the Seller.

##### **2. Public Interest**

Approving the proposed transfer of the systems is in the public interest. CSWR has demonstrated it has the managerial and operational expertise and experience necessary to own and operate many water and wastewater systems. It also has access to the capital necessary to repair and upgrade systems to ensure they comply with all health and environmental regulations and provide safe and reliable service to customers.

CSWR's utility operating companies have a proven track record of acquiring small, oftentimes distressed, water and wastewater systems, making the repairs and upgrades those systems require, and operating them in a way that pleases utility and environmental regulators alike. Utility and environmental regulators in several states have sought out CSWR affiliates to become the emergency operator of systems in need of immediate aid. The Missouri Public Service Commission and the Missouri Department of Natural Resources have recognized the solid track record CSWR affiliated utilities have established for acquiring, rehabilitating, maintaining, and

operating troubled water and wastewater systems in that state. In all the states where we have been authorized to acquire systems, the public utility commission found the group has the financial, technical, and managerial ability necessary to serve the public. Moreover, in many of our states, the regulators have approved multiple acquisitions, showing that we have established a track record of service in the public interest.

As our website states, the mission of CSWR and its affiliated utilities is to bring safe, reliable, and environmentally responsible water resources to every community in the United States. As it works to accomplish that objective, the group is transforming how water utilities work by using technology and innovation to quickly assess and invest in reliable infrastructure that meets or exceeds stringent state and federal safety standards, ensuring all communities have access to safe, clean, and reliable water resources while protecting essential natural resources.

### **3. Condition Of The System**

CSWR-Florida UOC's preliminary engineering analyses of the systems are attached as **Exhibit H**. These assessments identify components of the systems that are in need of repair or improvement and provide a breakdown of the potential costs of those improvements. In addition, these analyses provide information on the systems' recent compliance history.

Pursuant to rule 25-30.037(2)(q) F.A.C., the systems are in need of repairs and improvements, including those identified in Exhibit H, for which CSWR-Florida UOC will be responsible. No governmental authorities are presently requiring repairs or improvements to the systems.

### **4. Right To Continued Long-Term Use Of Land**

Attached as **Exhibit I** is an unrecorded draft deed. CSWR-Florida UOC commits to filing the executed and recorded deed with the Commission within sixty (60) days after closing. See Article II and Section 4.01 of the Agreement for additional information relating to title transfer.

### **5. Current Permits**

Attached as **Exhibit J** are the Seller's current permits from the St. Johns River Water Management District ("SJRWMD") and Florida Department of Environmental Protection ("DEP").

The DEP and the SJRWMD advise that they cannot process a transfer application for these permits until after title closing of the real estate, which cannot occur until after the Commission approves the acquisitions. Accordingly, CSWR-Florida UOC commits to filing with the Commission copies of the DEP and WMD transfer applications within sixty (60) days of closing.

### **6. Most Recent DEP and/or County Health Department Reports**

Attached as **Exhibit K** are copies of the most recent DEP sanitary survey inspections and water quality standards reports.

**7. Correspondence with the DEP, County Health Department, and Water Management District**

Correspondence and reports submitted to DEP and the SJRWMD are available at the following links:

DEP - Regarding wastewater system (DEP Facility ID # FLA010699):

<https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/FLA010699/facility!search>

DEP - Regarding water system (DEP Facility ID # 3424620):

<https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/3424620/facility!search>

SJRWMD – Regarding consumptive use permit (# 2995-6 and 2995-7):

<https://permitting.sjrwmd.com/ep/#/prmtInfo?curId=&hdr=1&usrId=0&offclId=2995&seqNo=6>

<https://permitting.sjrwmd.com/ep/#/prmtInfo?curId=&hdr=1&usrId=0&offclId=2995&seqNo=7>

Copies of the most recent correspondence with the DEP and the SJRWMD are attached as **Exhibit L**.

**8. Customer Complaints**

The Seller advises it has not received any customer complaints regarding DEP secondary water quality standards during the past five years.

**E. Proposed Tariff**

Attached as **Exhibit M** is the Seller’s current tariff sheets containing the Seller’s current rates.

**F. Accounting Information**

**1. Proposed Net Book Value; Acquisition Adjustment; Rate Base**

**Net Book Value**

The best information currently available regarding the Net Book Value (“NBV”) of the assets that CSWR-Florida UOC proposes to acquire from BFF Corp., Tradewinds Utilities, Inc., and C.F.A.T. H2O, Inc. (collectively, the “Sellers”) is from the 2020 Annual Reports of the utilities, with NBV calculated as Total Net Utility Plant less Total Net C.I.A.C. The net book values are shown in those reports as:

• Tradewinds Utilities, Inc.	\$640,235.53 (see pages F-1(a) and F-2(b)).
• BFF Corp.	\$ 51,618.00 (see page F-4)
• C.F.A.T. H2O, Inc.	\$279,580.00 (see page F-4)
Total	\$971,433.53

The 2020 Annual Reports are attached as **Exhibit N**. Please note that based on the experience of CSWR operating company affiliates outside Florida, annual reports and the books and records of selling utilities may not capture all investment that can be categorized as utility plant under the Uniform System of Accounts. Therefore, CSWR-Florida UOC will not be able to definitively determine NBV until a thorough post-closing review of relevant plant and accounting records is completed.

### **Acquisition Adjustment**

The agreed purchase price for the Sellers' assets, \$4,500,000, was reached through arms-length negotiations. For regulatory purposes, CSWR-Florida UOC has made the following allocation of the purchase price:

• Tradewinds Utilities, Inc. -- water system	\$1,215,000 (27% of purchase price)
• Tradewinds Utilities, Inc. -- sewer system	\$1,440,000 (32%)
• BFF Corp. -- sewer system	\$ 405,000 (9%)
• C.F.A.T. H2O, Inc. -- water system	\$ 675,000 (15%)
• C.F.A.T. H2O, Inc. -- sewer system	\$ 765,000 (17%)
Total	\$4,500,000 (100%)

The methodology used to determine these allocation amounts is a ratio of 2020 annual net operating revenue of each component to the total net operating revenue as reported on the 2020 Annual Reports to the Commission, which is as follows:

• Tradewinds Utilities, Inc. -- water system	\$184,322 (27% of total)
• Tradewinds Utilities, Inc. -- sewer system	\$220,104 (32%)
• BFF Corp. -- sewer system	\$ 62,141 (9%)
• C.F.A.T. H2O, Inc. -- water system	\$100,069 (15%)
• C.F.A.T. H2O, Inc. -- sewer system	\$114,787 (17%)
Total	\$681,423 (100%)

Applying the same annual net operating revenue percentages to the purchase price of \$4,500,000 provides the above regulatory allocations of the purchase price.

CSWR-Florida UOC seeks recognition of the full purchase price in its rate base for future ratemaking purposes. Accordingly, CSWR-Florida UOC requests a positive acquisition adjustment for the difference between the purchase price and the NBV, based on extraordinary circumstances as provided in rule 25-30.0371, F.A.C. The financial strength and managerial and operational experience of CSWR will provide benefits to customers in terms of cost-efficiencies, quality of service improvements, improvements in regulatory compliance and rate stability over

the long-term. CSWR has a proven track record in delivering on promises to improve utility service and customer satisfaction.

At this time, CSWR-Florida UOC is unable to quantify the impact to customers of the requested acquisition adjustment due to the many variables that can impact rates. These variables include capital structure, ROI, amortization periods, and various other factors that could influence the projected impact.

The rule factors supporting the requested positive acquisition adjustment are discussed in more detail below.

#### Cost Efficiencies

CSWR's size and its consolidation of many small systems under one financing and managerial entity will result in cost efficiencies in the operation of the Sellers' water and wastewater systems, particularly in the areas of:

- PSC and environmental regulatory reporting
- Managerial and operational oversight
- Utility asset planning
- Engineering planning
- Ongoing utility maintenance
- Utility record keeping
- Customer service responsiveness
- Improved access to capital necessary to repair and upgrade the systems to ensure compliance with all health and environmental requirements and ensure service to customers remains safe and reliable

The Applicant believes that customers would benefit from economies of scale and other advantages available from CSWR. While this does not necessarily reflect cost savings compared to the current operations expenses of the Sellers, the advantages of this acquisition are reflected in CSWR's resources pertaining to customer service, an advanced computerized maintenance management system, and personnel with years of experience across over 300 plants. After owning and operating the system for a short period of time, the Applicant will be able to accurately assess costs to more accurately reflect the actual operating needs and characteristics of the system.

#### Improvements in Quality of Service

- Provision of 24-hour emergency service phone numbers to report service issues
- On-call emergency service personnel who are required to respond to emergency service calls within prescribed time limits
- Use of a computerized maintenance management system that converts information into work orders creating a historical record of service issues to ensure that customer service personnel can quickly address service issues



- Access to managerial and operational resources not generally available to systems of these sizes and the ability to supplement local personnel with the resources of CSWR and other CSWR-owned systems
- Online bill payment options
- An updated website that provides another avenue for customer communication, bulletins on current service status, procedures for service initiation and discontinuation, and educational information relevant to utility service

CSWR-Florida UOC believes that the quality of service will be improved by its access to resources. In particular, the quality of service relating to Operations & Maintenance and Customer Service will improve drastically.

CSWR uses the Computerized Maintenance Management System (“CMMS”) program Utility Cloud to facilitate field work, inspections, maintenance schedules, and reporting for all facilities. This allows CSWR to manage data, work, and compliance across plant and distributed field assets. Utility Cloud has been implemented in other jurisdictions to assist in avoiding compliance and equipment failures with real-time data monitoring across people, machines, and sensors throughout all our service areas.

The main benefit that Utility Cloud offers CSWR is that the system is a highly configurable, easy-to-use asset management tool that helps all parties distribute work, report on maintenance, and streamline compliance reports. With the system being highly configurable CSWR can build out the systems efficiently and begin tracking maintenance and improvements on day one of ownership. Most of the operators of this system require only a 4-hour training session to be able to navigate, create and assign work, and complete the Work Orders. The ability to get CSWR’s contract operators trained so quickly speaks volumes to how easy the system is to operate. That initial training is adequate for 90% of our operators.

Features of Utility Cloud that CSWR has implemented that have been beneficial to our operations and that have streamlined time-consuming processes consist of:

- Automating the completion and submission of compliance reports using the exact field data crews collect;
- Using custom accounts, security roles, and user rights to maintain the separation between projects and managing multiple contractors while storing all CSWR’s data in one database;
- Managing and tracking maintenance history on all assets to assist in identifying potential capital improvement projects;
- Creating custom alerts to trigger as issues arise;
- Leveraging digital SOPs, manuals, and layouts helping to standardize complex work and to meet regulatory and OSHA requirements;
- Creating powerful workflows and reports for our compliance objectives;
- Integrating with the survey database to create a useable asset for field work tracking; and
- Using real-time data and leveraging analytical tools to trend plant performance.

Utility Cloud is pivotal in the operation and maintenance of facilities. The ability to create custom workflows gives us the ability to collect asset and task-specific data quickly and efficiently.

Using this system allows CSWR to quickly implement new processes that apply to all our sites across the country with the click of a button. This is the type of configuration scalability that CSWR requires and Utility Cloud delivers.

At this time, CSWR-Florida UOC is not able to quantify the cost savings of these improvements as the benefits provided in other jurisdictions revolve around quality of service and environmental sustainability rather than cost.

#### Anticipated Improvements in Compliance with Regulatory Mandates

- Necessary upgrades to the systems. See **Exhibit H**.
- Assessment of the compliance history of the water and wastewater systems to identify improvements to achieve regulatory compliance and bring the systems to a maintainable condition
- Use of technology and innovation to quickly assess and invest in needed infrastructure to ensure regulatory and environmental standards are met and water resources are protected

#### Rate Stability Over the Long Term

Consolidation of the management and operation of the Tradewinds Utilities/BFF Corp./C.F.A.T. H2O, Inc. systems with the other CSWR systems will allow them to benefit from economies of scale that would otherwise not be available. Economies of scale will reduce ongoing costs and moderate the need for rate increases thus contributing to rate stability. Additionally, at the appropriate time, CSWR anticipates proposing the use of consolidated or uniform rates for the Florida systems it operates. Use of uniform rates will also contribute to rate stabilization by reducing the number and frequency of rate cases and mitigation of rate shock that might result from capital investments necessary to meet environmental, health and regulatory standards. Uniform rates can also result in cost of capital savings by providing revenue stability that will reduce financial risk and in savings associated with rate collection.

While existing rates for utility service may reflect costs related to Sellers' long-term debt, CSWR-Florida UOC intends to file its initial rate case as soon as practicable after the proposed transaction closes. And when new rates set in that case take effect, those rates would not include any amount for repayment of the Sellers' long-term debt.

As Article I of the Agreement makes clear, this transaction involves only tangible assets owned by the Sellers and used to provide utility service to customers. At closing, CSWR-Florida UOC will not assume any of the Sellers' current debt obligations. Because those obligations must be paid off at or prior to closing (in order for Seller to transfer title to its assets free of all liens and other encumbrances), the Sellers must receive sufficient funds at closing to cover both the value of the transferred assets and Sellers' outstanding debt obligations.

Consequently, while there may be a brief period between closing and CSWR-Florida UOC's initial rate case when a portion of current rates could be attributed to the recovery of costs related to Sellers' long-term debt, that period would end at the conclusion of the initial rate case. At that point, rates would be based solely on CSWR-Florida UOC's debt costs and would not

reflect any amount to recover any costs related to Sellers' long-term debt.

**Rate Base - Tradewinds Utilities:**

Rate base was last established by the Public Service Commission in 2011. See Docket Number 20100127-WS and Order Number PSC-11-0385-PAA-WS. Below is a table listing changes to rate base subsequent to the 2011 rate case.

WS or DOCKET NO.	ORDER NO.	DATE OF ORDER	TYPE OF CASE		INCREASE REQUEST	INCR./(DECR.) GRANTED	EFFECTIVE DATE
WS-13-0002	----	---	INDEX	W	3,865	3,865	04/04/2013
				S	4,130	4,130	
WS-13-0036	----	---	INDEX	W	2,695	2,695	06/15/2013
				S	2,751	2,751	
WS-14-0017	----	---	INDEX	W	1,808	1,808	06/15/2014
				S	2,222	2,222	
WS-15-0025	-----	---	INDEX	W	1,840	1,840	06/15/2015
				S	2,427	2,427	
100127-WS	PSC-11-0385-PAA-W	09/13/2011	FYR	W	(2,737)	(2,737)	02/23/2016
				S	(2,737)	(2,737)	
WS-16-0044	-----	---	INDEX	W	1,585	1,585	06/01/2016
				S	2,133	2,133	
WS-17-0031	-----	---	INDEX	W	1,772	1,772	06/02/2017
				S	2,467	2,467	06/03/2017
WS-2018-0038	-----	---	INDEX	W	2,598	2,598	06/01/2018
WS-2018-0038	-----	---	INDEX	S	3,144	3,144	06/01/2018
WS-2019-0028	-----	---	INDEX	W	2,921	2,921	06/01/2019
WS-2019-0028	-----	---	INDEX	S	3,961	3,961	06/01/2019
WS-2020-0028	-----	---	INDEX	W	2,095	2,095	06/01/2020
WS-2020-0028	-----	---	INDEX	S	3,359	3,359	06/01/2020
WS-2021-0066	-----	---	INDEX	W	1,751	1,751	09/01/2021
WS-2021-0066	-----	---	INDEX	S	1,871	1,871	09/01/2021

Also, please see the Seller's current tariffs in **Exhibit M** to this application for transfer.

**2. Federal Income Tax Returns**

CSWR-Florida UOC has obtained all of the federal income tax returns of the Seller from the date the rate base was last established by the Commission.

### **3. Regulatory Assessment Fees, Fines, or Refunds**

Any outstanding regulatory assessment fees, fines, or refunds must be fully satisfied by the Seller prior to closing. No such outstanding assessment fees, fines, or refunds are known to the Applicant. CSWR-Florida UOC will become responsible for paying the regulatory assessment fees and filing the annual report upon closing. The Seller remains responsible for the regulatory assessment fees and annual report until closing.

### **4. Economies of Scale**

In addition to this Application, CSWR-Florida UOC has four other transfer application dockets presently pending before the Commission: 20210093-WS (Aquarina Utilities, Inc.); 20210095-WU (Sunshine Utilities of Central Florida, Inc.); 20210133-SU (North Peninsula Utilities Corporation); and 20220019-WU (Neighborhood Utilities, Inc.). Customers currently served by the Seller would benefit from the technical and operational advantages of becoming part of the group of utilities affiliated with Central States Water Resources, as discussed above.

Across the affiliate group, Central States currently serves approximately 73,000 water and 117,000 wastewater customers in 9 states. As the costs of the centralized technical and operational resources of CSWR are spread over more customers, more economies of scale will be achieved.

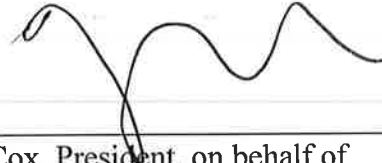
### **G. Noticing Requirements**

Attached as **Exhibit O** is CSWR-Florida UOC's proposed notice of application. As soon as the notice is approved, CSWR-Florida UOC will send the notice to all applicable customers and governmental entities, and will then file affidavits of noticing and publication as required.

[remainder of page intentionally left blank -- signature page to follow]

**PART III. SIGNATURE**

APPLICATION SUBMITTED BY:

A handwritten signature in black ink, appearing to be 'Josiah Cox', written over a horizontal line.

Josiah Cox, President, on behalf of  
CSWR-Florida Utility Operating Company, LLC

03/15/22

Date

# **EXHIBIT A**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC

### Filing Information

<b>Document Number</b>	L21000150005
<b>FEI/EIN Number</b>	38-4180174
<b>Date Filed</b>	03/31/2021
<b>Effective Date</b>	03/31/2021
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

1650 DES PERES RD.  
SUITE 303  
ST. LOUIS, MO 63131

### Mailing Address

13421 MANCHESTER ROAD  
SUITE 103  
ST. LOUIS, MO 63131

Changed: 02/03/2022

### Registered Agent Name & Address

C T CORPORATION SYSTEMS  
1200 S PINE ISLAND ROAD  
PLANTATION, FL 33324

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

CENTRAL STATES WATER RESOURCES, INC.  
1650 DES PERES RD., SUITE 303  
ST. LOUIS, MO 63131

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2022	02/03/2022

## **Document Images**

[02/03/2022 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[03/31/2021 -- Florida Limited Liability](#)

[View image in PDF format](#)



**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L21000150005  
FILED 8:00 AM  
March 31, 2021  
Sec. Of State  
jsdennis

**Article I**

The name of the Limited Liability Company is:

CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

1650 DES PERES RD.  
SUITE 303  
ST. LOUIS, MO. US 63131

The mailing address of the Limited Liability Company is:

1650 DES PERES RD.  
SUITE 303  
ST. LOUIS, MO. US 63131

**Article III**

The name and Florida street address of the registered agent is:

C T CORPORATION SYSTEMS  
1200 S PINE ISLAND ROAD  
PLANTATION, FL. 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ROSE SONG

### **Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
CSWR-FLORIDA UTILITY HOLDING COMPANY, LLC  
1650 DES PERES RD., SUITE 303  
ST. LOUIS, MO. 63131 US

**L21000150005**  
**FILED 8:00 AM**  
**March 31, 2021**  
**Sec. Of State**  
jsdennis

### **Article V**

The effective date for this Limited Liability Company shall be:

03/31/2021

Signature of member or an authorized representative

Electronic Signature: MADISON A WELDE

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

# **EXHIBIT B**

## **PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“*Agreement*”) is made as of the 06 day of July, 2021 by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns (“*Buyer*”), and TRADEWINDS UTILITIES INC, BFF CORP. and C.F.A.T. H2O, INC., all of which are Florida corporations (collectively referred to as the “*Seller*”), collectively (“*Parties*”).

### **ARTICLE I** **ACQUISITION OF THE PROPERTY**

Section 1.01     The Property. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the “*Property*”):

(a) All immovable property, including all right, title and interest therein, described in **EXHIBIT A**, to be attached hereto prior to the conclusion of the Feasibility Period (as hereafter defined) and made a part hereof, including but not limited to any mineral and other subsurface rights, together with all buildings and improvements located thereon, and all appurtenant rights relating thereto, including, but not limited to, warranties and guaranties, access easements and other easements and rights relating thereto, access to utilities, rights of way and similar rights located on or within or relating to any of the foregoing (collectively, the “*Immovable Property*”);

(b) All movable property and intangible property used in connection with the ownership and/or operation of the Immovable Property, including, but not limited to, all such property described in **EXHIBIT B**, to be attached hereto prior to the conclusion of the Feasibility Period (as hereafter defined) and made a part hereof, however expressly excluding any and all cash, cash equivalents and banking deposits in existence prior to the Closing, any and all accounts receivable accrued prior to the Closing, and any customer deposits held by Seller (collectively, the “*Movable Property*”);

(c) All of Seller’s right, title, and interest in and to the area that the System (as defined below) services (the “*Service Area*”), as determined by Buyer and set forth in **EXHIBIT C**, to be attached hereto prior to the Closing (as hereinafter defined) and made a part hereof, including but not limited to, all real property interests such as easements, rights of way, permits and leases related to the System, and including any and all water and/or sewer facilities, equipment, lines, plants, pipes, manholes, meters, lift or pump stations and appurtenances; and

(d) All property or rights of whatever nature and kind that Seller owns which in any way is used or is useful in the operation of a water and sewer utility system located in Marion County, Florida (the “*System*”).

#### Section 1.02     Purchase Price.

(a) The purchase price (the “*Purchase Price*”) for the Property shall be **Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00)**. The reasonable allocation of the Purchase Price between the categories in Sections 1.01(a) and 1.01(b) of the Property shall be set forth in **EXHIBIT D** prior to the Closing.

(b) The Purchase Price less any Earnest Money shall be payable in cash at Closing by wired funds and shall be paid by Buyer to Seller (to the account notified by Seller to Buyer prior to the Closing Date) on the Closing Date as defined in Section 4.01.

Section 1.03     Earnest Money. Within fifteen (15) days after the Effective Date (as defined below), Buyer shall deposit with a title company of its choice (the “*Title Company*”) the sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** as the earnest money under this Agreement (the “*Earnest Money*”). The Earnest Money shall be returned to Buyer or paid to Seller in accordance with the terms and conditions of this Agreement.

## **ARTICLE II**

### **SURVEY AND TITLE REVIEW**

Section 2.01 Survey. Buyer shall have the right, for its own benefit, to procure one or more ALTA surveys of the Immovable Property, subject to Section 2.03 (the “*Survey*”). The Survey shall be current, staked, and shall be made on-the-ground and signed, sealed, and certified in favor of Buyer by a duly licensed surveyor selected or approved by Buyer and receipt of the Survey by Buyer prior to Closing, subject to Section 2.03, is a condition to Closing. The cost of the Survey shall be borne by the Buyer.

Section 2.02 Title Insurance. The Buyer shall, within fifteen (15) days after the Effective Date, order and must receive prior to the Closing, subject to Section 2.03, as a condition to Closing, a commitment for title insurance and complete, legible copies of all exception documents (the “*Title Commitment*”) issued by the Title Company covering the Immovable Property, binding the Title Company to issue to Buyer at Closing an owner’s policy of title insurance paid for by Buyer (the “*Title Policy*”) on the standard form of policy in the amount specified by Buyer insuring good, merchantable, and insurable fee simple title to the Immovable Property in Buyer, free and clear of all restrictions, easements, encumbrances, mortgages, liens, claims and other matters except any Permitted Exceptions as defined in Section 2.03.

Section 2.03 Buyer’s Review. Buyer shall have until the expiration of the Feasibility Period to examine the Title Commitment and the Survey, and to deliver to Seller in writing Buyer’s objections to any items contained or set forth in the Title Commitment or the Survey (the “*Unacceptable Exceptions*”). If Seller is unable or unwilling to eliminate and remove all of the Unacceptable Exceptions, then within fifteen (15) days after receipt of Buyer’s written notice, Seller shall notify Buyer in writing of its inability or unwillingness to remove the Unacceptable Exceptions (and such notice shall set forth which Unacceptable Exceptions that Seller is unable or unwilling to remove) and Buyer may terminate this Agreement by giving written notice of such election delivered to Seller. If Buyer so terminates this Agreement, the Earnest Money shall be promptly returned to Buyer, after which neither Party shall have any further rights, duties or obligations hereunder, except as expressly provided in this Agreement to the contrary. If Buyer does not so terminate this Agreement after receiving Seller’s written notice, then the Unacceptable Exceptions together with other exceptions not objected to by Buyer shall become Permitted Exceptions (the “*Permitted Exceptions*”).

Section 2.04 Feasibility Period.

(a) Seller shall allow Buyer and its agents, employees, contractors, and consultants access to the Property to conduct soil and engineering tests, inspections of equipment, personal property, lines and other components of the System and to conduct any other tests Buyer deems necessary or appropriate in its sole and absolute discretion to determine the feasibility of the Property for Buyer’s intended use (the “*Feasibility Study*”), for a period of **one hundred twenty (120) days** after the Effective Date (the “*Feasibility Period*”). Buyer shall bear all costs and expenses of its investigation and restore the Property to its condition prior to such investigation, ordinary wear and tear excepted.

(b) If Buyer finds the Property unacceptable for any reason or no reason, then Buyer, in its sole and absolute discretion, may terminate this Agreement by written notice to Seller on or before the expiration of the Feasibility Period. If Buyer so terminates this Agreement, the Title Company shall, upon demand by Buyer, promptly return the Earnest Money to Buyer and thereafter neither Party shall have any further rights, duties or obligations to the other hereunder.

(c) Seller shall deliver to Buyer within ten (10) business days after the Effective Date of this Agreement, the most recent title commitments, title policies, surveys, environmental site assessments, preliminary plats and site plans, any cross access and easement documents in connection with the Property, any development agreements affecting the Property, lease agreements affecting the Property, any customer lists for the System and any other documents Buyer may reasonably request related to the Property and/or the System.

Section 2.05 Other Termination Rights. In addition to any other rights and remedies set out herein (including but not limited to the termination rights in Sections 2.03, 2.04, 3.02(b) and 5.02), the Buyer shall have the right to terminate this Agreement as set out below:

(a) At any time up to and including the Closing Date if the regulatory bodies required to approve the sale of the System and the Property to the Buyer have not fully and unconditionally approved the sale upon the terms set out herein. In Buyer's sole and absolute discretion, Buyer may terminate this Agreement if the necessary regulatory approvals are not fully and unconditionally granted to Buyer in a form satisfactory to Buyer (as determined in Buyer's sole and absolute discretion) prior to the Closing by giving written notification of such termination to Seller, and upon such termination the Buyer shall receive a prompt return of the Earnest Money.

(b) In the event that, prior to the Closing, all or any portion of the Property is taken, condemned, expropriated, or made the subject of any eminent domain proceedings, or any of the foregoing is threatened (interchangeably, a "*Taking*"), Buyer may elect to either move to Closing and receive any Taking proceeds, plus an assignment of Seller's right, title, and interest thereto and claim therefor, as full satisfaction for the Taking, or Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing. If Buyer does not receive written notice of a Taking more than five (5) days prior to the Closing, the Closing Date shall be postponed to a date that is not less than five (5) days after Buyer's receipt of written notice of a Taking.

Section 2.06. Effect of Termination. Subject to Article V, upon the termination of this Agreement, the Title Company shall pay the Earnest Money to the appropriate party in accordance with the terms and conditions of this Agreement, and upon such payment being made the Parties shall have no further liability hereunder (except with respect to liabilities of Seller accruing prior to such termination and those obligations hereunder which survive the termination of this Agreement).

### **ARTICLE III**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 3.01 Representations, Warranties and Covenants of Seller. Seller hereby represents and warrants to Buyer that the facts recited below are true, complete and accurate as of the date hereof and will continue to be true, complete and accurate at Closing:

(a) Sellers are corporations duly formed and in good standing under the laws of the State of Florida, are qualified to conduct business in the State of Florida and have the requisite power and authority to enter into and to perform the terms of this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. Seller is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Seller. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Seller, when executed and delivered, shall constitute the legal, valid, and binding obligation by Seller, enforceable against Seller in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(b) Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby is in violation of any other agreement executed by Seller, is prohibited by, or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Seller, other than any regulatory approvals disclosed in writing to Buyer.

(c) Seller has and will have at Closing good, merchantable, and insurable title, in fee simple, to the Property, free and clear of all mortgages, liens, claims, or other encumbrances (except those required by the Title Company in the Title Commitment to be fully satisfied with the Purchase Price at the Closing).

(d) To be best of Seller's Knowledge there are no pending or threatened condemnation, liens, claims, other encumbrances, special assessments, or similar proceedings or charges affecting the Property or Seller by any governmental authority.

(e) Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate, or non-resident alien for purposes of US income taxation, pursuant to Section 1445 of the Internal Revenue Code.

(f) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(g) There are no leases affecting any portion of the Property except such leases disclosed to Buyer in writing by Seller and there are no options, rights of first refusal or contracts granting any rights to acquire any right, title or interest in any portion of the Property, except as listed in the Title Commitment, if any.

(h) Seller has not received any notice of any violation of any ordinance, regulation, law or statute of any government agency or instrumentality pertaining to the Property and/or the System or any portion thereof which has not been complied with in all respects.

(i) There is no action, suit, proceeding or claim affecting Seller, the Property and/or the System, relating to or arising out of any lease, option or contract affecting the Property or the System, or the ownership, operation, use or occupancy of the Property or the System, pending or being prosecuted in any court or by or before any agency or other governmental instrumentality nor, to the best of Seller's Knowledge, has any such action, suit, proceeding or claim been threatened or asserted. There is no proceeding pending or presently being prosecuted in connection with the assessed valuation or taxes of other impositions payable in respect of any portion of the Property.

(j) No work has been performed or is in progress at, and no materials have been furnished to, the Property which might give rise to mechanic's, materialman's or other liens against the Property.

(k) The Property currently has or will have at Seller's sole cost and expense prior to the Closing cross access and easements rights and benefits providing pedestrian and vehicular access to and from the Property and all components within the System necessary to operate the same.

(l) The buildings and improvements, if any, that constitute part of the Immovable Property are structurally sound and there are no defects known to Seller that have not been disclosed to the Buyer in writing by Seller.

(m) To the best of Seller's Knowledge, there are no pending or contemplated zoning changes, variances, special zoning exceptions, conditions or agreements affecting, or potentially affecting the Property or any part thereof.

(n) Except as has been disclosed to Buyer in writing by Seller, the Property complies with all applicable laws of all governmental or quasi-governmental authorities having jurisdiction over, against or affecting the Property. Seller has not received written notice of any, and there are no violations of any laws, similar rules and regulations relating and/or applicable to the ownership, use and operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured. All governmental or quasi-governmental occupancy and use permits, licenses, consents, approvals, permits, authorizations, certificates, and other requirements of the authorities necessary or required for the continued use and operation of the System and/or the Property for the purposes for which the same are intended (collectively, "*Approvals*"), if any, have been unconditionally and finally issued and paid for and are in full force and effect in accordance with the respective terms thereof. All work or conditions required to be performed or fulfilled pursuant to the Approvals (on or off-site) have been fully performed in accordance with the requirements thereof and the Property fully complies with the Approvals.

(o) To the best of Seller's Knowledge, there is no fact or condition which materially and adversely affects the business, operations, affairs, properties or condition of Seller or the Property, which has not been set forth

in this Agreement or in the other documents, certificates or written statements furnished to Buyer in connection with the transactions contemplated hereby.

(p) To the best of Seller's Knowledge, no representation or warranty made by Seller in this Agreement, in any Exhibit attached hereto, or in any letter or certificate furnished to Buyer pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.

(q) Environmental Matters.

(i) Except as disclosed on the attached **EXHIBIT E**, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, to the best of Seller's Knowledge, the Property is currently and has been in compliance with all Environmental Laws (as defined below) and Seller has not received any: (i) Environmental Notice (as defined below) or Environmental Claim (as defined below); or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing.

(ii) Except as disclosed on the attached **EXHIBIT F**, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, to the best of Seller's Knowledge, Seller has obtained and is in material compliance with all Environmental Permits (as defined below) (each of which is disclosed on **EXHIBIT F**) necessary for operating the System or use of the Property and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing in accordance with Environmental Law, and Seller is not aware of any condition, event or circumstance that might prevent or impede, after the Closing, the operation of the System as currently conducted or the ownership, lease, operation or use of the Property. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(iii) None of the Property is listed on, or to the best of Seller's Knowledge, has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA (as defined below), or any similar state list.

(iv) To the best of Seller's Knowledge, there has been no Release of Hazardous Materials (as defined below) in contravention of Environmental Law with respect to the Property or any real property currently or formerly owned, leased or operated by Seller in connection with the System, and Seller has not received an Environmental Notice that any of the Property or real property currently or formerly owned, leased or operated by Seller in connection with the System (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller.

(v) To the best of Seller's Knowledge, no underground storage tanks are located on the Immovable Property and no construction debris has been buried on or under the Immovable Property.

(vi) **EXHIBIT G**, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, contains a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller and, to the best of Seller's Knowledge, any predecessors in connection with the System or the Property as to which Seller may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.



(vii) Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(viii) Seller has provided or otherwise made available to Buyer, within thirty (30) days of the Effective Date, and listed in **EXHIBIT H**, to be attached hereto within thirty (30) days of the Effective Date and made a part hereof: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Property or any real property currently or formerly owned, leased or operated by Seller in connection with the System which are in the possession or control of Seller related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(ix) Seller is not aware of nor reasonably anticipates, as of the Closing, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the System and Property as currently carried out.

### Section 3.02 Covenants of Seller.

(a) Seller will own, operate, use and manage the System and the Property only in the ordinary course of business consistent with past practice and in any event will ensure that, any provisions of this Agreement to the contrary notwithstanding, (i) the physical and environmental condition of the Property is the same at the time of the Closing as it is as of the Effective Date, only ordinary wear and tear as to the physical condition excepted, and (ii) Seller's title to the Immovable Property and the survey condition of the Immovable Property is the same at the time of the Closing as it is as of the Effective Date, only improvements to the title condition or survey condition performed or undertaken by Seller to address Unacceptable Exceptions excepted.

(b) Seller shall maintain current hazard insurance in force on the Property until the Closing Date. The risk of loss to the Property shall not pass to Buyer unless and until delivery of possession of the Property is delivered to Buyer. If an event of casualty occurs to the Property prior to Closing, the Buyer may elect to either move to Closing and accept any insurance proceeds and deductible, plus an assignment of all of Seller's right, title, and interest in and to any and all insurance claims, as full satisfaction for the damage to the Property or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing, but if Buyer does not receive written notice of such casualty more than five (5) days prior to the Closing, the Closing Date shall be postponed to a date that is not less than five (5) days after Buyer's receipt of written notice of such casualty.

(c) Seller agrees to execute any documents required by the controlling governing authority to replat or rezone the Property.

(d) Seller agrees that from the Effective Date until either the termination of this Agreement or until after the Closing that Seller will not file any notices, requests, compliance documents, pleadings, or any other documents with any governmental or quasi-governmental authority that has jurisdiction over Seller in the operation, regulation or oversight of the System or any other endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

### Section 3.03. Certain Definitions.

The following definitions apply in this Agreement:

(a) "**CERCLA**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

(b) “*Environmental Claim*” means any action, governmental order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release (as defined below) of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

(c) “*Environmental Notice*” means any applicable law, and any governmental order or binding agreement with any governmental authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

(d) “*Environmental Laws*” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit. The term “*Environmental Laws*” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(e) “*Environmental Permits*” means any permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

(f) “*Hazardous Materials*” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

(g) “*Knowledge*” or “*Seller’s Knowledge*” means the actual knowledge of Seller and each of Seller’s Representatives; in each case, after due inquiry.

(h) “*Release*” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

(i) “*Representatives*” in relation to a person means such person’s managers, shareholders, members, officers, directors, employees, agents, advisors, affiliates, successors, and permitted assigns and for the avoidance of doubt the Representatives of Seller.

Section 3.04 Indemnification. From and after the Closing, Seller shall defend, hold harmless and indemnify the Buyer and/or Buyer’s Representatives (as defined below) (collectively, “*Indemnified Party*”) from and against any and all losses, damages, diminutions in value, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including professional fees and attorneys’ fees, that are suffered or incurred by the Indemnified Party or to which the Indemnified Party may otherwise become

subject to at any time (collectively, “Losses”) arising out of or as a result of: (i) any inaccuracy in or breach of any representation, warranty and/or covenant made by Seller in this Agreement; (ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement; (iii) any actual or alleged liability of Seller and/or Seller’s Representatives, or any actual or alleged liability of Buyer that derives from any such liability of Seller and/or Seller’s Representatives, whether such liability arises before or after the Closing; and (d) any claim by a third party based upon, resulting from or arising out of (A) the business, operations, properties, assets or obligations of Seller conducted, existing or arising on or prior to the Closing; (B) any inaccuracy in or breach of any representation or warranty made by Seller in this Agreement, or any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement; (C) any negligent or more culpable act or omission of Seller or its Representatives (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (D) any failure by Seller or its Representatives to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, Seller is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnified Party’s gross negligence or more culpable act or omission (including recklessness or willful misconduct).

Section 3.05      Representations, Warranties and Covenants of Buyer.

Buyer hereby represents and warrants to Seller that the facts recited below are true, complete and accurate as of the date hereof and will continue to be true, complete and accurate at the Closing:

(a) Buyer is a corporation duly formed and in good standing under the laws of the State of Missouri, is qualified to conduct business in the State of Missouri and has the requisite power and authority to enter into and to perform the terms of this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. Buyer is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Buyer. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Buyer, when executed and delivered, shall constitute the legal, valid, and binding obligation by Buyer, enforceable against Buyer in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors’ rights generally).

(b) Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby is in violation of any other agreement executed by Buyer, is prohibited by, or requires Buyer to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Buyer, other than any regulatory approvals disclosed in writing to Seller.

**ARTICLE IV**  
**CLOSING**

Section 4.01      Closing.

(a) Subject to the terms and conditions of this Agreement, the Closing of the purchase and sale of the Property pursuant to this Agreement (the “*Closing*”) shall take place at the Title Company forty-five (45) days after the later of the expiration of the Feasibility Period and the approval by any regulatory bodies in a form satisfactory to Buyer as set forth in more detail in Section 2.05(a), or (i) such earlier date as is elected by Buyer by giving not less than three (3) days prior notice to Seller, or (ii) such later date as agreed in writing by Seller and Buyer (the “*Closing Date*”).

(b) At the Closing, Seller shall deliver to Buyer the following:

(i) A certificate of good standing for Seller plus the requisite duly executed corporate approvals for the sale;

(ii) A general warranty deed in executed form, conveying good, merchantable, and insurable title in fee simple to all of the Immovable Property, free and clear of any and all mortgages, liens, encumbrances, claims, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions, if any;

(iii) A duly executed bill of sale, conveying all of the Movable Property described in **EXHIBIT B**, free and clear of any and all mortgages, liens, claims, restrictions, and encumbrances;

(iv) A duly executed termination of lease, terminating any existing lease agreements encumbering or relating to the Property;

(v) A duly executed assignment of any interest in any other Property used and/or useful in the operation of the System that is owned by Seller;

(vi) Such other instruments and documents that are customarily executed by a seller of immovable property in the county in which the Property is located, including, but not limited to, resolutions or unanimous written consents of the Board of Directors of Seller, and if required the shareholders of Seller, to authorize the sale of the Property to Buyer pursuant to this Agreement;

(vii) Tax statements for calendar year of the Closing;

(viii) Possession of the Property;

(ix) If requested by Buyer, and to the extent assignable, duly executed, conveyances and assignments to Buyer of any and all consents, authorizations, variances, waivers, licenses, permits, and approvals from any federal, state, county, municipal, or other governmental or quasi-governmental agency, department, board, commission, bureau, or other entity or instrumentality relating to the Property, including, without limitation, those relating to environmental, foundation, use, utilities, building, fire, traffic, and zoning heretofore or hereafter held by or granted to Seller (collectively, the “*Approvals*”). No additional consideration shall be due by Buyer for the Approvals, it being understood and agreed by Seller that the Purchase Price covers the Property, the Approvals, and the Claims (as hereinafter defined); and

(x) If requested by Buyer, duly executed assignments to Buyer, with full substitution and subrogation, of any and all claims, actions, rights, causes of action, rights of action, and warranties, whether arising in contract, tort, or otherwise, including, but not limited to, environmental claims, actions, rights, causes of action, rights of action, and warranties, that Seller has or may have against any and all persons and entities as a result of any apparent or non-apparent damage to, destruction of, or diminution in value of the Property, or any part thereof, occurring prior to the Closing (collectively, the “*Claims*”). No additional consideration shall be due by Buyer for the Claims, it being understood and agreed by Seller that the Purchase Price covers the Property, the Approvals, and the Claims.

(c) At the Closing, Buyer shall deliver to Seller the following:

(i) The Purchase Price; and

(ii) Such other instruments and documents that are customarily executed by a buyer of immovable property in the county in which the Property is located.

Section 4.02 Closing Costs and Prorations. Buyer and Seller hereby covenant and agree that:

(a) Seller shall pay the costs of any roll back taxes, one-half (1/2) of the escrow fee charged by the Title Company, and Seller’s attorneys’ fees and expenses. Seller shall also pay all fees, costs, and expenses for title curative work and any other work that Seller agrees to perform or undertake in order to address any Unacceptable Exceptions and/or to otherwise enable Seller to sell and deliver to Buyer good, merchantable, and insurable fee simple title to the Property as required by this Agreement.

(b) Buyer shall pay all remaining title fees charged by the Title Company, recording fees, and Buyer's attorneys' fees.

(c) All ad valorem real estate taxes and assessments levied or assessed against the Property shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill and assessments levied for the same.

## **ARTICLE V**

### **DEFAULTS AND REMEDIES**

#### **Section 5.01     Buyer's Default and Seller's Remedies.**

(a) Buyer's Default. Buyer shall be in default under this Agreement if and only if any and all conditions to be satisfied under the terms of this Agreement prior to the Closing have been satisfied (or duly waived) and Buyer fails or refuses to perform Buyer's obligations at the Closing for any reason other than a default by Seller. For the avoidance of doubt, a termination under Section 2.04 will not constitute an event of default by Buyer.

(b) Seller's Remedies. If Buyer is in default under this Agreement, the sole and exclusive remedy of Seller, shall be receipt of the Earnest Money. Buyer and Seller agree that in such case the Earnest Money shall be liquidated or stipulated damages under Florida law for a breach or default by Buyer under this Agreement and/or any other actions or claims that could arise out of or are related to this Agreement because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. Therefore, in no event shall Buyer be liable for or Seller be entitled to any actual damages or any other type of damages or remedy under any action or claim that could arise out of or that could any way relate to this Agreement other than the right to receive the stipulated amount of the Earnest Money as full satisfaction of Seller's claims.

#### **Section 5.02     Seller's Defaults and Buyer's Remedies.**

(a) Seller's Defaults. Seller shall be in default under this Agreement on the occurrence of any of one or more of the following events:

- (i) Any breach of a representation or warranty made by Seller in this Agreement or failure of any such representation or warranty to be true, accurate and complete; or
- (ii) Any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement.

(b) Buyer's Remedies. If Seller defaults under this Agreement (whether before or after the Closing or before termination or after termination in relation to provision that survive termination) Buyer may:

- (i) If such default is identified prior to the Closing, terminate this Agreement by written notice to Seller and Title Company, in which event the Title Company shall promptly refund the Earnest Money to Buyer;
- (ii) Enforce specific performance of this Agreement against Seller; and/or
- (iii) Pursue such other remedies as may be available at law or in equity, including a suit for any damages and the right to recover attorneys' fees and costs.

**Section 5.03     Attorneys' Fees.** If either party defaults under this Agreement, and the non-defaulting party employs an attorney to enforce the terms hereof, such non-defaulting party shall be entitled to reasonable attorneys' fees and costs from the defaulting party.

**Section 5.04     Survival.** The provisions of this Section 5 and of Article III, Article VI, Article VII shall survive the termination of this Agreement. The provisions of Article III shall survive the Closing for a period of five

(5) years, except that the representations and warranties in Sections 3.01(a), (b), and (c), and Section 3.04 shall survive indefinitely. All other provisions of this Agreement shall survive Closing unless otherwise expressly stated.

## **ARTICLE VI** **COMMISSIONS**

Section 6.01 Commission. No commissions are due and/or owing for the procurement of this Agreement to any third parties. Seller shall defend, indemnify, and hold harmless Buyer from and against any and all claims by any person or entity for brokerage fees, brokerage commissions, finder's or other fees, which shall include, but shall not be limited to, any and all court costs, attorneys' fees and other costs and expenses relating thereto, alleged to be due to any broker and/or agent with whom Seller has dealt in connection with this Agreement or the sale of the Property to Buyer, and Buyer shall defend, indemnify, and hold harmless Seller from and against any and all claims by any person or entity for brokerage fees, brokerage commissions, finder's or other fees, which shall include, but shall not be limited to, any and all court costs, attorneys' fees and other costs and expenses relating thereto, alleged to be due to any broker and/or agent with whom Buyer has dealt in connection with this Agreement or the purchase of the Property by Buyer.

## **ARTICLE VII** **MISCELLANEOUS PROVISIONS**

Section 7.01 Effective Date of Agreement. The term "Effective Date" as used herein shall mean the date this Agreement has been fully executed by Seller and Buyer, as indicated by their signatures below, and a signed copy thereof is delivered to and acknowledged by the Title Company.

Section 7.02 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent to the address or telecopy number of the party to receive such notice set forth below if effected by telecopy, e-mail or other electronic transmission, hand delivery, by Federal Express or other reputable courier service, or when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Buyer:

Josiah M. Cox, President  
Central States Water Resources, Inc.  
1650 Des Peres Road, Suite 303  
St. Louis, MO 63131

with a copy to:

James A. Beckemeier  
Beckemeier LeMoine Law  
13421 Manchester Rd., Suite 103  
Saint Louis, Missouri 63131  
Phone: (314) 965-2277  
Facsimile: (314) 965-0127  
E-mail: jim@bl-stl.com

If to Seller:

Charles deMenzes, President  
12601 SE Sunset Harbor Rd  
Weirsdale, FL 32195  
Attention:  
Phone: 352-843-7790  
Facsimile: 352-732-4366  
E-Mail: charlie@altfo.com

with a copy to:

Deborah Dillon  
PO Box 4230  
Ocala, FL 34478-4230  
Attention: \_\_\_\_\_  
Phone: 352-208-4021 \_\_\_\_\_  
Facsimile: 352-732-4366 \_\_\_\_\_  
E-Mail: debbie@alternativephone.com

Section 7.03 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ALL PROCEEDINGS OR OBLIGATIONS HEREUNDER SHALL BE MADE AND ARE PERFORMABLE IN MARION COUNTY, FLORIDA.

Section 7.04 Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the Parties hereto and their respective heirs, administrators, successors and assigns. Buyer shall have the right to assign this Agreement to another entity or affiliate by providing written notice to Seller of such assignment. However, Seller shall not have the right to assign this Agreement without the written consent of the Buyer.

Section 7.05 Counterparts and Amendments. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. This Agreement may only be amended by a written document signed by each of the Parties hereto, which document shall make specific reference to this Agreement.

Section 7.06 Time. Time is of the essence in the performance of each term, condition, and covenant contained in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance of any term, condition or provision hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day.

Section 7.07 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

Section 7.08 Entire Agreement. Buyer and Seller each acknowledges and agrees that at all times each have intended that none of the preliminary negotiations concerning this Agreement would be binding on any party. This Agreement and the Exhibits attached hereto prior to the Closing Date contain all the covenants, conditions, agreements and understandings between the Parties and shall supersede all prior covenants, conditions, agreements, letters of intent, term sheets, and understandings between Seller and Buyer with respect to the purchase and sale of the Property and all other matters contained in this Agreement.

Section 7.09 Final Exhibits. The legal description of the Immovable Property contained in the Survey shall be substituted for the legal description of the Immovable Property used in **EXHIBIT A** as of the date hereof without the necessity of the Parties executing any additional amendments to this Agreement. **EXHIBIT C** shall be included as part of this Agreement when, and in the form, notified to Seller by Buyer in writing. **EXHIBIT D** shall be included as part of this Agreement if and when it is in the form, agreed by Seller and Buyer in writing prior to Closing. With regard to **EXHIBITS E, F, and G**, in the event Seller fails to provide a list of all relevant information for the respective Exhibit at least thirty (30) days prior to the end of the Feasibility Period, Buyer will assume there is no such relevant information and the respective Exhibit will be marked "None."

Section 7.10 Buyer Exchange. Seller and Buyer agree to cooperate should the other elect to purchase the Property or other real property as part of a like-kind exchange under IRC section 1031. Any contemplated exchange shall not impose upon the cooperating party any additional liability or financial obligation, and Buyer or

Seller, as appropriate agrees to hold the other harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon either party's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer or Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

Section 7.11 Rollback Taxes, Standby Fees and Special Assessments. If this sale results in the assessment after Closing of additional taxes, standby fees or special assessments for periods of Seller's ownership (including taxes assessed as a result of a change in ownership or usage), the additional taxes, fees or assessments plus any penalties and interest shall be paid by Seller to Buyer within fifteen (15) days of receipt by Buyer of a statement for such taxes, fees or assessments.

Section 7.12 Ambiguities Not to Be Construed against Party Who Drafted Agreement. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

Section 7.13 No Special Relationship. The Parties' relationship is an ordinary commercial relationship of seller and buyer, and they do not intend to create and have not created the relationship of principal and agent, partnership, joint venture, or any other special relationship.

Section 7.14 Confidentiality. The Parties will keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

Section 7.15 Business Day. As used in this Agreement, the term "business day" means Monday through Friday of each week, except for days on which banks in Marion County, Florida are closed for business. If the final date of any period which is set out any section of this Agreement falls upon a day which is not a business day, then, and in such event, the time of such period will be extended to the next business day.

Section 7.16 Further Assurances. From the date hereof, Seller and Buyer each agrees to do such things, perform such acts and make, execute, acknowledge and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this Agreement. In particular, Seller and Buyer each agrees to do such things as may be reasonably necessary with respect to the transfer of the Property.

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed under proper authority and effective and binding as of the date first set above.

**BUYER:**

CENTRAL STATES WATER RESOURCES, INC.,  
a Missouri corporation

By:   
By: Josiah Cox (Jul 6, 2021 13:11 MDT)  
Josiah M. Cox, President

**SELLER:**

TRADEWINDS UTILITIES, INC.

By: *Charles deMenzes*

Name: Charles deMenzes

Title: President

BFF CORP.

By: *Charles deMenzes*

Name: Charles deMenzes

Title: President

C.F.A.T. H2O INC.

By: *Charles deMenzes*

Name: Charles deMenzes

Title: President

### **RECEIPT OF EARNEST MONEY**

The undersigned Title Company hereby acknowledges its receipt of an executed copy of this Agreement and, the Earnest Money provided herein and, further, agrees to comply with and be bound by the terms and provisions of this Agreement, without demand, including, without limitation, those terms relating to the disposition of the Earnest Money.

\_\_\_\_\_  
Name of Title Company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Description of the Immovable Property

(The legal description(s) of the Land, Improvements thereon, Easements, & Rights of Way shall be determined by survey and title commitments, which shall be inserted prior to the Closing).

### [TO BE INSERTED PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD]

The following described lots, tracts or parcels of land, lying, being and situate in the County of Marion State of Florida:

All interests in land used or useful in operation of the Sewer and/or Water System that services the area set forth on **EXHIBIT C**, including but not limited to easements, rights of way and permits, and including the real property described in Commitment File No. [FILE NUMBER], issued by [TITLE COMPANY], as agent for [UNDERWRITER].

Tradewinds Utilities, Inc.

#### Parcel ID

<a href="#">15848-001-00</a>	TRADEWINDS UTILITIES INC	Water Tower	<a href="#">Beta Map It+</a> 0869 9001 10.25 Acres
<a href="#">15845-000-02</a>	TRADEWINDS UTILITIES INC	2925 NE 43rd PL	<a href="#">Beta Map It+</a> 1585 9001 2.00 Acres
<a href="#">15845-007-06</a>	TRADEWINDS UTILITIES INC	2925 NE 43rd PI	<a href="#">Beta Map It+</a> 1585 9001 0.25 Acre

#### CFAT H2o, Inc.

<a href="#">14503-000-15</a>	C F A T H2O INC		<a href="#">Beta Map It+</a> 4654 9001 0.06 Acre
<a href="#">14503-000-03</a> I	C F A T H2O INC	7721 NE 22ND TER	<a href="#">Beta Map It+</a> 0874 9001 1.81 Acres
<a href="#">14503-000-05</a>	C F A T H2O INC	Spray Field	<a href="#">Beta Map It+</a> 0874 9001 5.00 Acres
<a href="#">14503-000-06</a> I	C F A T H2O INC	7701 NE 22ND TER	<a href="#">Beta Map It+</a> 0874 9001 0.70 Acre
<a href="#">880838</a>	C F A T H2O INC	1 TRACTS E,F,G LANDFAIR UNIT	<a href="#">Beta Map It+</a> 0000 9001 0.00

#### BFF Corp

<a href="#">810909</a>	BFF CORP	840 NW 47TH ST	<a href="#">Beta Map It+</a> 0000 9002 0.00
<a href="#">12675-000-01</a>	BFF CORP INC		<a href="#">Beta Map It+</a> 0191 9002 0.08 Acre

**EXHIBIT B**

Description of the Movable Property  
(tools, devices, equipment, furniture, fixtures, machinery, supplies, and other tangible items)

**[TO BE PROVIDED BY SELLER PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD]**

All Property set forth herein shall be transferred to Buyer free and clear of all liens, pledges, leases, options, rights of first refusal, conditional sales agreements or any other such encumbrances.

All personal property comprising the Sewer System that services the area set forth on **EXHIBIT C**, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, and any other appurtenances of the Sewer System, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer System; AND All personal property comprising the Water System that services the area set forth on **EXHIBIT C**, including but not limited to, the water lines, pipes, wells, well house, tanks, pumps, meters, valves, and any other appurtenances of the Water System, and all machinery, equipment, supplies and other tangible items used in connection with the Water System.

Additional Personal Property

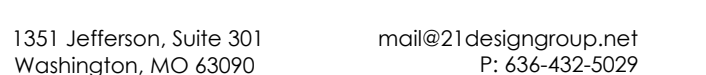
**EXHIBIT C**

Service Area Map

(area in which the System service lines, plant, pipes, manholes, meters, lift or pump stations and appurtenances, utility facilities, etc. are located)

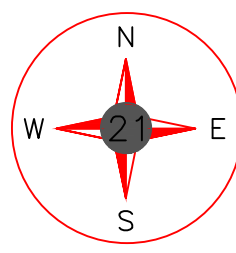
**[SERVICE AREA MAP & LEGAL DESCRIPTION TO BE INSERTED PRIOR TO CLOSING]**







ROUGH SERVICE AREA MAP (v2)  
CFAT H2O INC.  
(WATER & WASTEWATER)  
MARION, FL



Utility Note Disclaimer:

The utilities shown hereon are depicted based on the description provided by the system manager. 21 Design Group, Inc. performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

DATE:	7/28/21
PROJECT NO:	0633-20
DRAWN BY:	B.J.K.
SCALE:	
SHEET NAME:	
SERVICE AREA MAP	

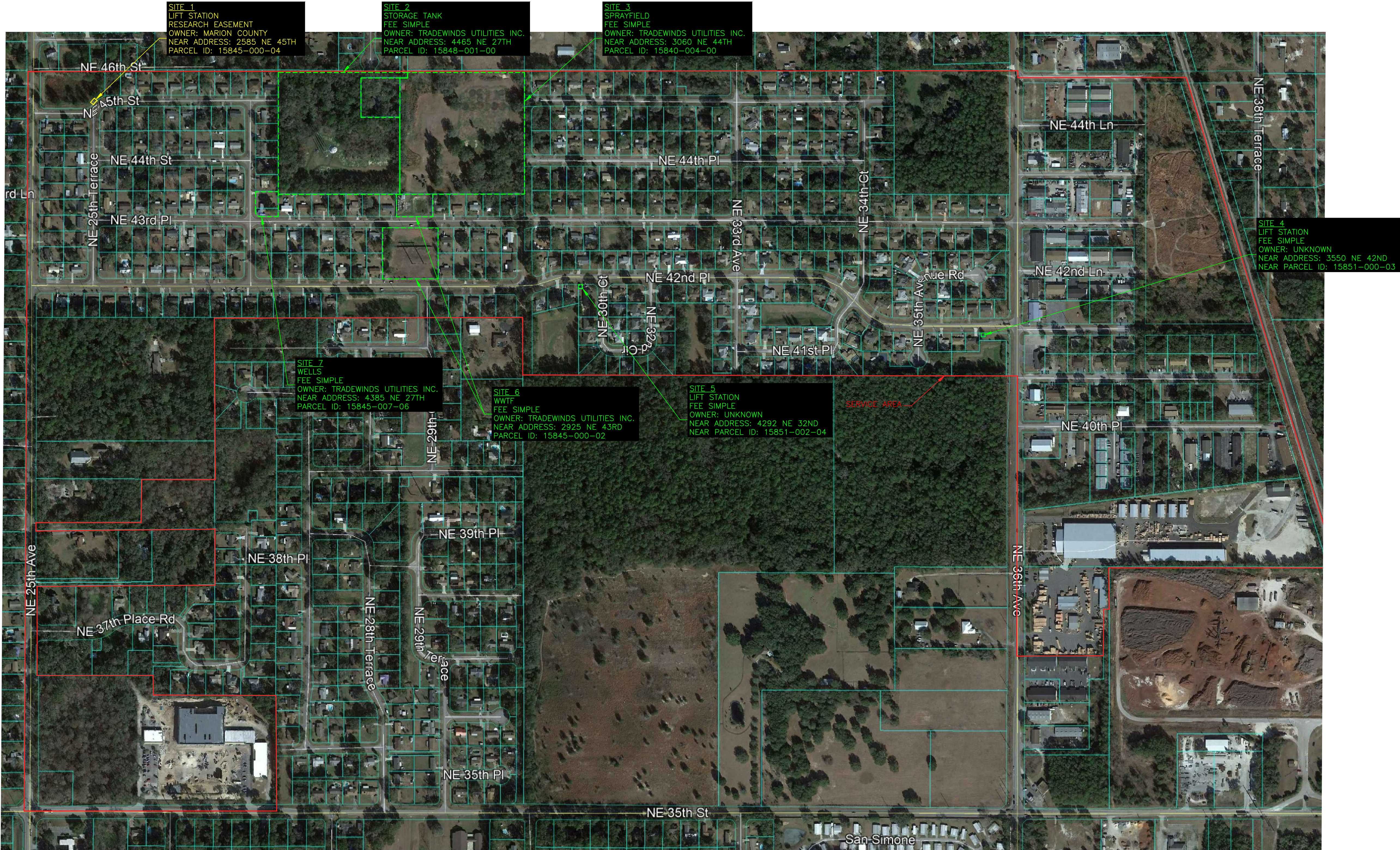
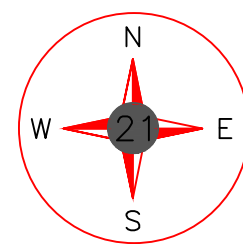
**21**  
DESIGN  
GROUP INC.

1351 Jefferson, Suite 301  
Washington, MO 63090

mail@21designgroup.net  
P: 636-432-5029



ROUGH SERVICE AREA MAP (v2)  
TRADEWINDS UTILITIES INC.  
(WATER & WASTEWATER)  
MARION, FL



Utility Note Disclaimer:

The utilities shown hereon are depicted based on the description provided by the system manager. 21 Design Group, Inc performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

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SCALE:	
SHEET NAME:	
SERVICE AREA MAP	

**21**  
DESIGN  
GROUP INC.

1351 Jefferson, Suite 301  
Washington, MO 63090

mail@21designgroup.net  
P: 636-432-5029



**EXHIBIT D**

[Purchase Price Allocation]

**[TO BE INSERTED PRIOR TO CLOSING]**

**EXHIBIT E**

[Environmental Non-Compliance]

**[TO BE PROVIDED BY SELLER THIRTY (30) DAYS PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD; IF NOT PROVIDED DURING THIS PERIOD, ASSUMED TO BE “NONE”]**

**EXHIBIT F**

[List of Permits and Non-Compliance with Permits]

**[TO BE PROVIDED BY SELLER THIRTY (30) DAYS PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD; IF NOT PROVIDED DURING THIS PERIOD, NON-COMPLIANCE WILL BE ASSUMED TO BE "NONE"]**

**EXHIBIT G**

[Off-site Hazardous Materials Locations]

**[TO BE PROVIDED BY SELLER THIRTY (30) DAYS PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD; IF NOT PROVIDED DURING THIS PERIOD, ASSUMED TO BE “NONE”]**

**EXHIBIT H**

[Reports, Studies, Audits, Records, Data, Site Assessment, Economic Models, etc.]

**[TO BE PROVIDED BY SELLER WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE; IF NOT PROVIDED DURING THIS PERIOD, ASSUMED TO BE “NONE”]**

# **EXHIBIT C**

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**  
December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**WATER UTILITY PLANT ACCOUNTS**

ACCT. NO. (a)	ACCOUNT NAME (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	RETIREMENTS (e)	CURRENT YEAR (f)
301	1993 Rate Case Expense	\$ 482	\$		\$ 482
302	Franchises	925			925
303	Land and Land Rights	182,500			182,500
304	Structures and Improvements	122,472			122,472
305	Collecting and Impounding Reservoirs	0			
306	Lake, River and Other Intakes	0			
307	Wells and Springs	0			
309	Supply Mains	2,469			2,469
310	Power Generation Equipment	19,734			19,734
311	Pumping Equipment	76,013			76,013
320	Water Treatment Equipment	6,568			6,568
330	Distribution Reservoirs and Standpipes	292,464			292,464
331	Transmission and Distribution Mains	282,945			282,945
333	Services	69,852			69,852
334	Meters and Meter Installations	186,986	7,359		194,345
335	Hydrants	8,000			8,000
336	Backflow Prevention Devices	0			
339	Other Plant Miscellaneous Equipment	1,462			1,462
340	Office Furniture and Equipment	5,740			5,740
341	Transportation Equipment	800			800
342	Stores Equipment	0			
343	Tools, Shop and Garage Equipment	937			937
344	Laboratory Equipment	0			
345	Power Operated Equipment	0			
346	Communication Equipment	0			
347	Miscellaneous Equipment	0			
349	Abandonment of Regional Plant	0			
TOTAL WATER PLANT		\$ 1,260,349	\$ 7,359	\$	\$ 1,267,708

**NOTE:** Any adjustments made to reclassify property from one account to another must be footnoted.

UTILITY NAME: Tradewinds Utilities, Inc

<b>YEAR OF REPORT</b> December 31, 2020
--

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**WASTEWATER UTILITY PLANT ACCOUNTS**

ACCT.					
NO. (a)	ACCOUNT NAME (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	RETIREMENTS (e)	CURRENT YEAR (f)
351	Organization	\$ 947	\$	\$	\$ 947
352	Franchises	3,806			3,806
353	Land and Land Rights	93,388			93,388
354	Structures and Improvements	170,068			170,068
355	Power Generation Equipment	0			0
360	Collection Sewers - Force	33,459			33,459
361	Collection Sewers - Gravity	141,888			141,888
362	Special Collecting Structures	2,531			2,531
363	Services to Customers	64,155			64,155
364	Flow Measuring Devices	1,711			1,711
365	Flow Measuring Installations	0			0
366	Reuse Services	0			0
367	Reuse Meters and Meter Installations	0			0
370	Receiving Wells	245,339			245,339
371	Pumping Equipment	0			0
374	Reuse Distribution Reservoirs	0			0
375	Reuse Transmission and Distribution System	0 0			0 0
380	Treatment and Disposal Equipment	124,447	3,969		128,416
381	Plant Sewers	156,371			156,371
382	Outfall Sewer Lines	8,821			8,821
389	Other Plant Miscellaneous Equipment	7,567			7,567
390	Office Furniture and Equipment	5,397			5,397
391	Transportation Equipment	0			0
392	Stores Equipment	0			0
393	Tools, Shop and Garage Equipment	1,135			1,135
394	Laboratory Equipment	0			0
395	Power Operated Equipment	16,049			16,049
396	Communication Equipment	0			0
397	Miscellaneous Equipment	0			0
398	Other Tangible Plant	0			0
Total Wastewater Plant		\$ 1,077,079	\$ 3,969	\$ 0	\$ 1,081,048

**NOTE:** Any adjustments made to reclassify property from one account to another must be footnoted.

S-4(a)  
GROUP \_\_\_\_\_



# **EXHIBIT D**

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# CSWR, LLC and Subsidiaries

Consolidated Financial Statements

December 31, 2020 and 2019



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RSM US LLP

## Independent Auditor's Report

Board of Directors  
CSWR, LLC and Subsidiaries

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of CSWR, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, the related consolidated statements of operations, member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CSWR, LLC and Subsidiaries as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

**Other Matter**

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*RSM US LLP*

St. Louis, Missouri  
March 11, 2021

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**CSWR, LLC and Subsidiaries**

As of December 31, 2020 and 2019

**Consolidated Balance Sheets**

		<b>2020</b>	<b>2019</b>
Current Assets			
	Cash	\$	
	Accounts Receivable, net		
	Other Current Assets		
	Total Current Assets		
Property, Plant and Equipment, Net			
Non-Current Assets			
	Preliminary Survey and Investigation		
	Other Long-Term Assets		
	Total Non-Current Assets		
Goodwill			
Intangible Assets			
<b>Total Assets</b>		<b>\$</b>	
Current Liabilities			
	Accounts Payable	\$	
	Notes Payable - Current		
	Other Current Liabilities		
	Total Current Liabilities		
Long-Term Liabilities			
	Notes Payable, net of Current Portion		
	Contributions in Aid of Construction		
	Other Long-Term Liabilities		
	Total Long-Term Liabilities		
Member's Equity			
	Paid-In Capital		
	Retained Deficit		
	Total Member's Equity		
<b>Total Liabilities and Member's Equity</b>		<b>\$</b>	

See notes to consolidated financial statements

**CSWR, LLC and Subsidiaries**

For the years ended December 31, 2020 and 2019

**Consolidated Statements of Operations**

	<b>2020</b>	<b>2019</b>
<b>Operating Revenue</b>		
Operating Revenue	\$	
<b>Operating Expense</b>		
Operations and Maintenance		
General and Administrative		
Depreciation and Amortization		
Total Operating Expense		
Operating Loss		
<b>Other Income (Expense)</b>		
Other Revenue		
Interest		
Total Other Income (Expense)		
Net Loss before Taxes		
Income Tax Benefit		
<b>Net Loss</b>	\$	

See notes to consolidated financial statements

**CSWR, LLC and Subsidiaries**

For the years ended December 31, 2020 and 2019

**Consolidated Statements of Member's Equity**

	Paid-In Capital	Retained Deficit	Total Member's Equity
Balance at December 31, 2018	\$	\$	\$
Capital Contributions			\$
Net Loss			\$
Balance at December 31, 2019			\$
Capital Contributions			\$
Net Loss			\$
Balance at December 31, 2020	\$	\$	\$

See notes to consolidated financial statements



**CSWR, LLC and Subsidiaries**

For the years ended December 31, 2020 and 2019

**Consolidated Statements of Cash Flows**

	<b>2020</b>	<b>2019</b>
<b>Cash Flows from Operating Activities</b>		
Net Loss	\$	\$
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization		
Amortization of deferred financing costs to interest expense		
Loss on transfer of preliminary survey & investigation expense		
Loss on disposal of property, plant and equipment		
Interest capitalized to notes payable		
Interest capitalized to deferred financing costs		
Interest capitalized to allowance for funds used during construction		
<b>Change in assets (increase) decrease</b>		
Accounts receivable, net		
Other current assets		
Other long-term assets		
<b>Change in liabilities - increase (decrease)</b>		
Current liabilities		
Other long-term liabilities		
Net cash used in Operating Activities		
<b>Cash Flows from Investing Activities</b>		
Purchase of property, plant and equipment		
Acquisition of preliminary survey and investigation		
Net cash used in Investing Activities		
<b>Cash Flows from Financing Activities</b>		
Payments on notes payable		
Contributions for construction		
Capital contributions		
Net cash provided by Financing Activities		
Net Increase in Cash		
Cash, Beginning of Period		
Cash, End of Period	\$	\$

See notes to consolidated financial statements

**NOTE 01: NATURE OF OPERATIONS AND BASIS OF PRESENTATION**

**Principles of Consolidation**

The accompanying consolidated financial statements include the accounts of CSWR, LLC ("CSWR") and its wholly owned subsidiaries, Missouri Central States Water Resources, LLC ("Missouri Central States"), Arkansas Central States Water Resources, LLC ("Arkansas Central States"), Kentucky Central States Water Resources, LLC ("Kentucky Central States"), Texas Central States Water Resources, LLC ("Texas Central States") and Louisiana Central States Water Resources, LLC ("Louisiana Central States"), collectively "the Company".

The accounts of Missouri Central States' wholly owned subsidiaries are included. Those subsidiaries are: Hillcrest Utility Holding Company, Inc. ("Hillcrest"), Raccoon Creek Utility Holding Company, Inc. ("Raccoon Creek"), Indian Hills Utility Holding Company, Inc. ("Indian Hills"), Elm Hills Utility Holding Company, Inc. ("Elm Hills"), Confluence Rivers Utility Holding Company, Inc. ("Confluence Rivers") and Osage Utility Holding Company, Inc. ("Osage"), which in turn each own operating subsidiaries that carry out day-to-day operations of the Company.

The accounts of Arkansas Central States' wholly owned subsidiaries are also included. Those subsidiaries are: Hayden's Place Utility Holding Company, LLC ("Hayden's Place"), St. Joseph's Glen Utility Holding Company, LLC ("St. Joseph's Glen"), Sebastian Lake Utility Holding Company, LLC ("Sebastian Lake"), Eagle Ridge Utility Holding Company, LLC ("Eagle Ridge"), Flushing Meadows Utility Operating Company, LLC ("Flushing Meadows") and Oak Hill Utility Holding Company, LLC ("Oak Hill"), which in turn each own operating subsidiaries that carry out day-to-day operations of the Company.

The accounts of Kentucky Central States' wholly owned subsidiary, Bluegrass Water Utility Holding Company, LLC ("Bluegrass") are included. Bluegrass owns an operating subsidiary that carries out the day-to-day operations of the Company.

The accounts of Texas Central States' wholly owned subsidiary, CSWR-Texas Utility Holding Company, LLC ("CSWR-Texas") are included. CSWR-Texas owns an operating subsidiary that carries out the day-to-day operations of the Company.

The accounts of Louisiana Central States' wholly owned subsidiary, Magnolia Water Utility Holding Company, LLC ("Magnolia") are included. Magnolia owns an operating subsidiary that carries out the day-to-day operations of the Company.

The Company has additional, inactive subsidiaries which, while included in The Company's financial statements, are immaterial to the consolidated financial results.

All significant inter-company transactions and account balances have been eliminated in consolidation.

**Nature of Operations and Acquisition**

CSWR is a private water and wastewater utility company. The Company's primary purpose, through its subsidiaries, is to establish and maintain compliant water and wastewater treatment facilities for underserved communities and private facility owners by creating economically viable options compliant

**NOTE 01: NATURE OF OPERATIONS AND BASIS OF PRESENTATION (continued)**

with the Clean Water Act and the Safe Drinking Water Act. The Company holds certificates of public convenience and necessity granted by the Missouri Public Service Commission, ("Missouri PSC"), under which the Company provides water and wastewater services in Missouri. In the state of Kentucky, the Company holds certificates of public convenience and necessity granted by the Kentucky Public Service Commission, ("Kentucky PSC"), under which the Company provides water and wastewater services in Kentucky. In the state of Texas, the Company holds certificates of public convenience and necessity granted by the Public Utility Commission of Texas, ("Texas PUCT"), under which the Company provides water and wastewater services in Texas. In the state of Louisiana, the Company has been granted authority to operate water and wastewater systems by the Louisiana Public Service Commission, ("Louisiana PSC"). The Company also provides water and wastewater services in Arkansas; however, Arkansas Central States' subsidiaries are currently under the water and sewer revenue threshold that requires rate regulation from the Arkansas Public Service Commission, ("Arkansas PSC").

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The Company is a wholly owned subsidiary of US Water Systems, LLC. (the "Parent").

**NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The Company's policy is to prepare its consolidated financial statements on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP).

**Use of Estimates**

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, the actual results could differ from those estimates.

**Recognition of Revenue**

On January 1, 2019, the Company adopted Accounting Standards Codification ("ASC") Topic 606, Revenue From Contracts With Customers using the modified retrospective approach, applied to contracts which were not completed as of January 1, 2019. Under this approach, periods prior to the adoption have not been restated and continue to be reported under the accounting standards in effect for those periods.

Under ASC 606, a performance obligation is a promise within a contract to transfer a distinct good or service, or a series of distinct goods and services, to a customer. Revenue is recognized when performance obligations are satisfied and the customer obtains control of promised goods or services. The amount of revenue recognized reflects the consideration which the Company expects to be entitled to receive in exchange for goods or services. Under the standard, a contract's transaction price is allocated to each distinct performance obligation. For contracts within the scope of ASC 606, the Company recognizes revenue through the following steps: 1) identifies the contract with a customer; 2) identifies the performance obligations within the contract; 3) determines the transaction price; 4) allocates the transaction price to the performance obligations in the contract; and 5) recognizes revenue when, or as, the Company satisfies each performance obligation.

**NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

The Company's revenues from contracts with customers are discussed below. Customer payments for contracts are generally due within 30 days of billing and none of the contracts with customers have payment terms that exceed one year; therefore, the Company elected to apply the significant financing component practical expedient, and no amount of consideration has been allocated as a financing component.

The Company's revenue is generated from water and wastewater services delivered to customers. These contracts contain a single performance obligation, the delivery of water and wastewater services, as the promise to transfer the individual service is not separately identifiable from other promises within the contract and is not distinct. Revenue is recognized over time, as water and sewer services are provided, and includes amounts billed to customers on a cycle basis and unbilled amounts based on one month of service. The amounts the Company has a right to invoice are determined by a periodic flat fee, metered usage or both where applicable, indicating that the invoice amount corresponds directly to the value transferred to the customer. The Company elected to use the right to invoice and the disclosure of remaining performance obligations practical expedients for these revenues.

**Income Taxes**

CSWR, LLC has elected to be treated as a partnership for federal income tax purposes and does not record income taxes. Instead, its taxable earnings and losses are allocated in accordance with the Operating Agreement and are included in the income tax returns of the members. Accordingly, no provision is made for federal and state income taxes in the consolidated financial statements.

The Company's subsidiaries have elected to be treated as "C" Corporations. Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due, plus deferred taxes related primarily to net operating losses timing differences.

The Company has assessed its federal and state tax positions and determined there were more likely than not no uncertainties or possible related effects that need to be recorded as of or for the years ended December 31, 2020 and 2019.

The federal and state income tax returns of the Company for the years ended December 31, 2020 and 2019 are subject to examination by the respective taxing authorities, generally for three years after they were filed.

**Accounts Receivable**

Accounts receivable includes utility customer accounts receivable, which represent amounts billed to water and wastewater customers on a cycle basis. Accounts receivable also includes unbilled revenue for services provided but not billed to customers. Credit is extended based on the guidelines of the applicable state regulatory body and collateral is generally not required.

The Company provides an allowance for doubtful accounts equal to the estimated losses that will be incurred in the collection of accounts receivable. This estimate is based on historical experience coupled with a review of the current status of existing receivables. The allowance and associated accounts

**NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

receivable are reduced when the receivables are determined to be uncollectible. The allowance at December 31, 2020 and 2019 was [REDACTED] respectively.

**Property, Plant and Equipment**

Property, plant and equipment is generally stated at cost. Major additions and improvements are capitalized and, where rate regulated, placed in service subject to review and revaluation by the applicable state regulatory body, while maintenance and repairs are expensed as incurred. When assets are sold or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss arising from such disposition is included as income or expense in the year of disposition.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets. The estimated lives for computing depreciation and amortization on property, plant and equipment are:

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Utility Plant in Service - Sewer	10-50 Years
Utility Plant in Service - Water	10-50 Years
Furniture, Fixtures, and Other	7-20 Years

**Preliminary Survey and Investigation Charges**

The Company capitalizes all expenditures for preliminary surveys, plans, investigations and other expenditures made for the purpose of determining the feasibility of the acquisition of system assets. When the acquisition of system assets occurs, these costs are reclassified to the appropriate utility plant account. If the initiative is abandoned, the costs are expensed in the period in which Management makes the determination.

**Regulation**

The Company's Missouri, Kentucky, Texas and Louisiana utilities are subject to economic regulation by the respective PSCs. The Missouri PSC, Kentucky PSC, Texas PUC and Louisiana PSC generally authorize revenue at levels intended to recover the estimated costs of providing service, plus a return on net investments, or rate base. The Missouri PSC approved a rate increase April 8, 2020 with an effective date of July 1, 2020 for Confluence Rivers and a rate increase December 30, 2020 with an effective date of January 29, 2021 for Elm Hills. Regulators may also impose certain penalties or grant certain incentives. Due to timing and other differences in the collection of utility revenue, an incurred cost that would otherwise be charged to expense by a non-regulated entity is (at the direction of the state PSC) to be deferred as a regulatory asset if it is probable that the cost is recoverable in future rates. Conversely, GAAP requires the recording of a regulatory liability for amounts collected in rates to recover costs expected to be incurred in the future or amounts collected in excess of costs incurred and refundable to customers.

The Company had a regulatory asset of \$[REDACTED] ("Other Long-Term Assets"), with accumulated amortization of [REDACTED] and [REDACTED] at December 31, 2020 and 2019 respectively. Amortization expense for the periods ended December 31, 2020 and 2019 was [REDACTED] and [REDACTED] respectively.

The Company's net regulatory liability for removal costs recoverable through rates at December 31, 2020 and 2019 was [REDACTED] and [REDACTED] respectively. Salvage expense of the liability for removal costs was [REDACTED] and [REDACTED] for the periods ended December 31, 2020 and 2019 respectively.

**NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

These liabilities are included in Property, Plant and Equipment, Net as a subset of accumulated depreciation.

**Contributions in Aid of Construction**

Regulated utilities may receive advances for construction and/or contributions in aid of construction from customers, home builders, real estate developers, home-owners associations, etc., to fund construction necessary to extend or enhance services or operating facilities to new areas. Advances that are no longer refundable are reclassified as contributions of capital. Contributions are permanent collections of plant assets or cash for a specific capital construction project. For tariff ratemaking purposes, the amount of such contributions generally serves as a rate base reduction since the contributions represent non-investor supplied funds. Generally, the Company depreciates utility plants funded by contributions and amortizes its contributions balance as a reduction to depreciation expense, producing a result which is functionally equivalent to reducing the original cost of the utility plant for the contributions. Amortization of contributions in aid of construction was [REDACTED] and [REDACTED] for the periods ended December 31, 2020 and December 31, 2019, respectively.

**Goodwill and Other Intangible Assets**

Included in the Company's financials are goodwill and intangible assets which are the result of pushdown accounting from its parent. Goodwill arising from business combinations is generally determined as the excess of the fair value of the consideration transferred, plus the fair value of any noncontrolling interests in the acquiree, over the fair value of the net assets acquired and liabilities assumed as of the acquisition date. Goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized but tested for impairment at least annually or more frequently if events and circumstances exists that indicate that a goodwill impairment test should be performed. The Company has selected December 31 as the date to perform the annual impairment test. Intangible assets with definite useful lives are amortized over their estimated useful lives to their estimated residual values. Goodwill, the Trade Name and Certificate of Convenience and Necessity have an indefinite life on the consolidated balance sheets. There are no intangible assets with a definite life on the consolidated balance sheets.

**New Accounting Pronouncements**

In February 2016, the FASB issued Accounting Standards Update ("ASU") 2016-02, Leases: Amendments to the FASB Accounting Standards Codification, which amends the existing guidance on accounting for leases, and is effective for fiscal years beginning after December 15, 2021 for entities other than public business entities. This ASU requires the recognition of lease assets and liabilities on the consolidated balance sheets and the disclosure of key information about leasing arrangements. Early adoption is permitted and modified retrospective application is required for leases that exist or are entered into after the beginning of the earliest comparative period in the consolidated financial statements. The Company is currently evaluating the impact, if any, of adopting ASU 2016-02 on the Company's consolidated financial statements and related disclosures.

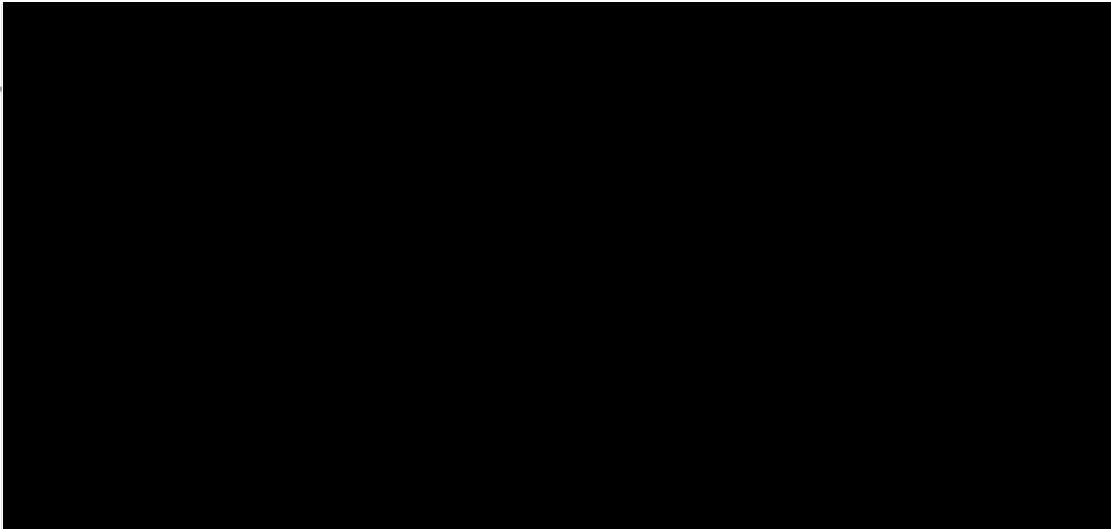
In June 2016, the FASB issued ASU 2016-13, Financial Instruments-Credit Losses. The standard requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit

**NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

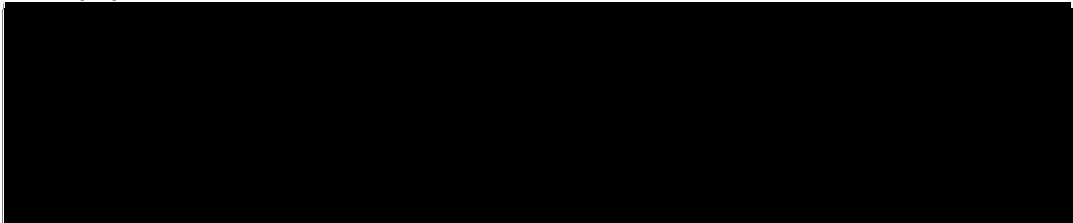
losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This standard will be effective for the calendar year ending December 31, 2022. The Company is currently in the process of evaluating the impact, if any, of adoption of this ASU on the consolidated financial statements.

**NOTE 03: ASSET PURCHASES AND FACILITY OPERATIONS**

**Asset Purchases**



**Facility Operations**



**NOTE 04: CONSOLIDATED STATEMENT OF CASH FLOWS**

Cash paid for interest during the periods ending December 31, 2020 and December 31, 2019 was [REDACTED] and [REDACTED] respectively. The Company did not have any cash paid for income taxes during the periods ended December 31, 2020 and 2019.

As of December 31, 2020, [REDACTED] in property, plant and equipment and [REDACTED] in preliminary survey and investigation charges were funded by accounts payable. Preliminary survey and investigation

**NOTE 04: CONSOLIDATED STATEMENT OF CASH FLOWS (continued)**

charges totaling [REDACTED] were reclassified to property, plant, and equipment during the period ending December 31, 2020.

As of December 31, 2019, [REDACTED] in property, plant and equipment and [REDACTED] in preliminary survey and investigation charges were funded by accounts payable. Preliminary survey and investigation charges totaling [REDACTED] were reclassified to property, plant, and equipment during the period ending December 31, 2019. Interest capitalized to property, plant, and equipment was [REDACTED] for the period ending December 31, 2019.

**NOTE 05: CASH CONCENTRATION**

As of December 31, 2020 and 2019, the Company's cash balance per depositor exceeded federally insured limits.

**NOTE 06: PROPERTY, PLANT AND EQUIPMENT**

Capital assets, consisting of property, plant and equipment purchased or constructed by the Company, are stated at cost. Depreciation has been computed over the estimated useful life of each asset using the straight-line method. Interest costs have been capitalized based on the average outstanding capital expenditures. In addition, certain technical and engineering related studies associated with the project have also been capitalized and included in the basis of the assets.

Major classes of property, plant and equipment consist of the following:

	2020	2019
Utility Plant in Service - Sewer	\$ [REDACTED]	\$ [REDACTED]
Utility Plant in Service - Water	[REDACTED]	[REDACTED]
Furniture, Fixtures and Other	[REDACTED]	[REDACTED]
Less: Accumulated Depreciation	[REDACTED]	[REDACTED]
In Service Property, Plant and Equipment - Net	\$ [REDACTED]	\$ [REDACTED]
Construction Work in Progress	[REDACTED]	[REDACTED]
Property, Plant & Equipment Net	\$ [REDACTED]	\$ [REDACTED]

Net depreciation expense for the periods ended December 31, 2020 and December 31, 2019 totaled and [REDACTED] and [REDACTED] which consisted of [REDACTED] and [REDACTED] in depreciation on property, plant and equipment, net salvage expense of the regulatory assets and liabilities [REDACTED] and [REDACTED] respectively, as disclosed in Note 2, and [REDACTED] and [REDACTED] in reduction of expense for amortization of contributions in aid of construction as disclosed in Note 2, respectively.



**NOTE 07: NOTES PAYABLE – RELATED PARTY**

The Company, through its subsidiaries, entered into agreements with [REDACTED] a related party through common ownership, at various times between 2016 and 2018, for a maximum principal amount of [REDACTED]. Associated with the agreements were construction notes payable to provide financing for the construction, improvements, and equipment for the Company's subsidiaries. During the construction period, all interest accrued on the loan was rolled into the principal balance of the loan. [REDACTED] For some of these construction notes payable, the Company was not obligated to make any payments of interest or principal on the accrued interest or the principal amount owed until the first calendar month immediately following the construction completion date, at which point principal and interest payments are due monthly at various maturities between October 2036 and December 2039. As of December 31, 2020, and 2019, the outstanding loan balance, including accrued interest and origination fee, was [REDACTED] and [REDACTED] and unamortized deferred financing costs were [REDACTED] and [REDACTED] respectively. The outstanding loan balance, including capitalized interest and origination fee, less unamortized financing costs is as follows as of December 31:

	2020	2019
Notes Payable balance, including accrued interest and origination fee	[REDACTED]	[REDACTED]
Unamortized deferred financing costs	[REDACTED]	[REDACTED]
Current portion of notes payable	[REDACTED]	[REDACTED]
<b>Notes Payable, net of current portion</b>	[REDACTED]	[REDACTED]

Future maturities of notes payable are as follows:

Years ending December 31,

2021	[REDACTED]
2022	[REDACTED]
2023	[REDACTED]
2024	[REDACTED]
2025	[REDACTED]
Thereafter	[REDACTED]

The agreements are secured by specific portions of the Company's assets and require adherence to specific restrictive covenants. For the years ending December 31, 2020 the Company had not satisfied certain covenant obligations. Through the date of issuance of the independent auditors report the debt has not been called and as of December 31, 2020, the lender provided written covenant waivers evidencing that no event of default has occurred which would cause the lender to exercise before April 1, 2022, its options to pursue the remedies outlined in the loan agreements.

**NOTE 07: NOTES PAYABLE -RELATED PARTY (continued)**

**Deferred Financing Costs**

Costs incurred in connection with financing activities are deferred and amortized to interest expense using the straight-line method over the terms of the related debt agreement. The straight-line method approximates the deferred interest method. Unamortized deferred financing costs of [REDACTED] and [REDACTED] are included in the accompanying consolidated balance sheets as a reduction of debt at December 31, 2020 and 2019, respectively. Amortization expense included in interest expense was [REDACTED] and [REDACTED] for the periods ended December 31, 2020 and 2019, respectively.

**NOTE 08: OPERATING LEASE**

The Company has a lease agreement for office space. During 2020, the prior lease agreement expired and the Company entered a new agreement. Under the expiring lease agreement, the Company paid monthly rent payments of [REDACTED] per month through March 2020. The Company's current lease has a term of five years and requires monthly rent payments of [REDACTED] beginning April, 2020 through March 2025.

Total future minimum commitments related to these leases are as follows:

2021 -	[REDACTED]
2022 -	[REDACTED]
2023 -	[REDACTED]
2024 -	[REDACTED]
2025 -	[REDACTED]
Total -	[REDACTED]

The current lease agreement included a leasehold incentive as reimbursement for costs related to improving the leasehold and preparing the space for the Company's use. This incentive totaled [REDACTED] and was a receivable, included in Other Current Assets, to The Company at December 31, 2020. The incentive also results in a liability which is to be amortized over the life of the lease as a reduction of rent expense. The Leasehold Incentive Liability is recorded on the Company's financial statements, net of accumulated amortization of [REDACTED] in Other Long-Term Liabilities. Rent expense amounted to [REDACTED] and [REDACTED] for the periods ended December 31, 2020 and December 31, 2019, respectively. Amortization expense of the Leasehold Incentive Liability amounted to [REDACTED] for the period ended December 31, 2020.

**NOTE 09: EMPLOYEE BENEFIT PLAN**

The Company has a retirement plan for its employees which allows participants to make contributions by salary reduction pursuant to Section 401(k) of the Internal Revenue Code. The Company can make a discretionary profit-sharing contribution to employees any time during the year. Employees vest immediately in their contributions and the Company's profit-sharing contributions. The Company's contributions to the 401(k) plan totaled [REDACTED] and [REDACTED] for the periods ended December 31, 2020, December 31, 2019, respectively.

**NOTE 10: COMMITMENTS AND CONTINGENCIES**

The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of the Company's management, the probable resolution of such contingencies will not have a material adverse effect on the financial position, cash flows or results of operations of the Company.

**NOTE 11: INCOME TAXES AND LOSS CARRYFORWARD**

Deferred income tax provisions/benefits for the Company's C-Corp subsidiaries are calculated for certain transactions and events because of differing treatments under accounting principles generally accepted in the United States of America and the currently enacted tax laws of the federal, state, and local governments. The Company accounts for federal income taxes in accordance with FASB ASC 740, whereby deferred taxes are provided on temporary differences arising from assets and liabilities whose bases are different for financial reporting and income tax purposes. Current deferred federal income taxes relate primarily to timing differences including a net operating loss carryforward and certain expenses that are not deductible for tax purposes. Deferred income tax assets and liabilities are computed for those temporary differences that have future tax consequences using the currently enacted tax laws and rates that apply to the periods in which they are expected to affect taxable income. Examples of these temporary differences include the future tax benefits of operating loss carryforwards recognized for financial reporting purposes and the allowance for doubtful accounts which will provide a tax benefit only upon the direct write off of customer balances.

The net deferred tax asset consists of the following components as of December 31:

	2020	2019
Accumulated net operating loss		
Allowance for doubtful accounts		
Deferred tax asset/(liability)		
Less valuation allowance		
Deferred tax asset/(liability) - Net	\$ -	\$ -

The deferred tax assets as of December 31, 2020 and 2019 are a result of net operating losses for federal and state taxes that are available for carryforward to future periods and certain timing differences. There is a degree of uncertainty inherent in determining if it is more likely than not that the benefits from certain net operating loss carryforwards and other deferred tax assets may not be realized. Management has assessed this risk and has provided a valuation allowance of [REDACTED] and [REDACTED] on these deferred tax assets as of December 31, 2020 and 2019, respectively until the company starts to generate taxable income.

It is reasonably possible that management's estimate of the amount of tax benefit the Company will realize from the use of the tax loss carryforwards and other timing differences will change significantly in the future along with the related tax benefits.

**NOTE 12: RECLASSIFICATIONS**

Certain reclassifications have been made to the prior year consolidated financial statements to conform to the current year presentation. Total assets, total liabilities, and net loss were not affected.

**NOTE 13: SUBSEQUENT EVENTS**

Subsequent to year end, the Company paid approximately [REDACTED] to acquire certain operating assets, primarily property, plant and equipment, that provides water supply and distribution services, and sewer collection and treatment services in Missouri, Texas, Kentucky and Louisiana. The assets acquired are expected to approximate the amount paid.

Management has evaluated subsequent events through the date of the independent auditors report, March 11, 2021, the date these consolidated financial statements were available to be issued.

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**CSWR, LLC and Subsidiaries**  
Supplemental Information to the  
Consolidated Financial Statements  
For the year ended December 31, 2020

**CONSOLIDATING BALANCE SHEETS**

	Consolidated	Consolidation Elimination	CSWR, LLC	Missouri-CSWR	Hillcrest	Raccoon Creek	Indian Hills	Confluence Rivers	Elm Hills	Osage	Louisiana-CSWR	Magnolia
Current Assets												
Cash												
Accounts Receivable, net												
Other Current Assets												
Total Current Assets												
Property, Plant and Equipment, Net												
Non-Current Assets												
Preliminary Survey & Investigation												
Investment in Associated Companies												
Receivable from Associated Companies												
Other Long-Term Assets												
Total Non-Current Assets												
Goodwill												
Intangible Assets												
Deferred Income Tax												
<b>Total Assets</b>												
Current Liabilities												
Accounts Payable												
Notes Payable - Current												
Other Current Liabilities												
Total Current Liabilities												
Long-Term Liabilities												
Notes Payable, net of Current Portion												
Payable to Associated Companies												
Contributions in Aid of Construction												
Other Long-Term Liabilities												
Total Long-Term Liabilities												
Deferred Income Tax Liability												
Members' Equity												
Paid-In Capital												
Retained Deficit												
Total Members' Equity												
<b>Total Liabilities and Equity</b>												

**CSWR, LLC and Subsidiaries**  
Supplemental Information to the  
Consolidated Financial Statements  
For the year ended December 31, 2020

**CONSOLIDATING BALANCE SHEETS**

	Kentucky- CSWR	Bluegrass	Arkansas- CSWR	Hayden's Place	St. Joseph's Glen	Sebastian Lake	Eagle Ridge	Oak Hill	Flushing Meadows	TX-CSWR	CSWR-TX Operating	Inactive Entities
Current Assets												
Cash												
Accounts Receivable, net												
Other Current Assets												
Total Current Assets												
Property, Plant and Equipment, Net												
Non-Current Assets												
Preliminary Survey & Investigation												
Investment in Associated Companies												
Receivable from Associated Companies												
Other Long-Term Assets												
Total Non-Current Assets												
Goodwill												
Intangible Assets												
Deferred Income Tax												
<b>Total Assets</b>												
Current Liabilities												
Accounts Payable												
Notes Payable - Current												
Other Current Liabilities												
Total Current Liabilities												
Long-Term Liabilities												
Notes Payable, net of Current Portion												
Payable to Associated Companies												
Contributions in Aid of Construction												
Other Long-Term Liabilities												
Total Long-Term Liabilities												
Deferred Income Tax Liability												
Members' Equity												
Paid-In Capital												
Retained Deficit												
Total Members' Equity												
<b>Total Liabilities and Equity</b>												

**CSWR, LLC & Subsidiaries**  
Supplemental Information to the  
Consolidated Financial Statements  
For the year ended December 31, 2020

**CONSOLIDATING STATEMENT OF OPERATIONS**

	Consolidated	CSWR, LLC	Missouri- CSWR	Hillcrest	Raccoon Creek	Indian Hills	Confluence Rivers	Elm Hills	Osage	Louisiana- CSWR	Magnolia
<b>Operating Revenue</b>											
Operating Revenue											
<b>Operating Expense</b>											
Operations and Maintenance											
General and Administrative											
Depreciation and Amortization											
Total Operating Expense											
Operating Loss											
<b>Other Income (Expense)</b>											
Other Revenue											
Interest											
Total Other Income (Expense)											
<b>Net Loss before Taxes</b>											
<b>Net Income (Loss)</b>											

CSWR, LLC & Subsidiaries  
Supplemental Information to the  
Consolidated Financial Statements  
For the year ended December 31, 2020

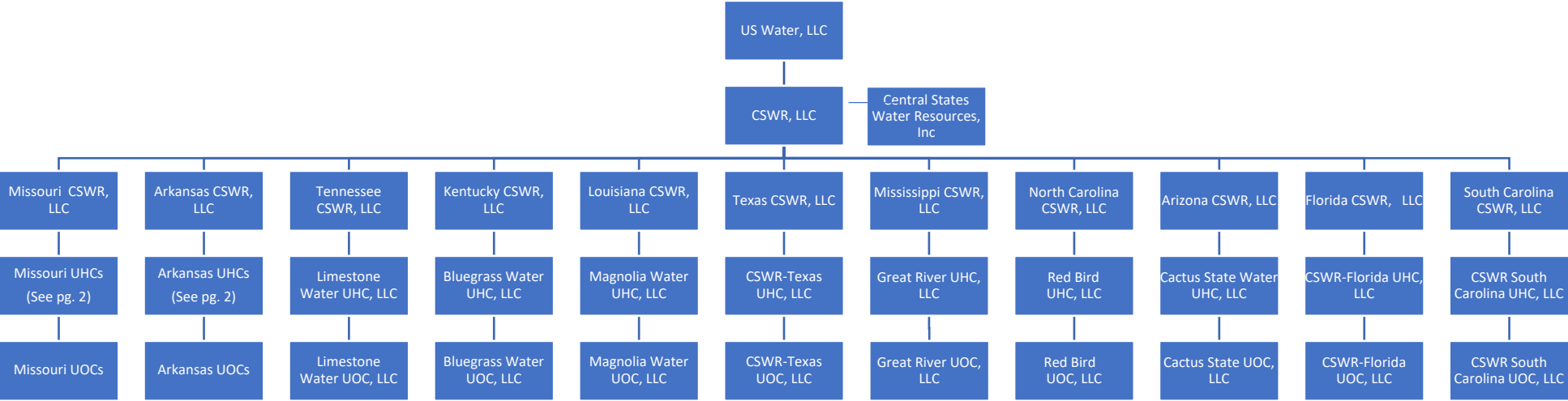
CONSOLIDATING STATEMENT OF OPERATIONS

	Kentucky- CSWR	Bluegrass	Arkansas- CSWR	Hayden's Place	St. Joseph's Glen	Sebastian Lake	Eagle Ridge	Oak Hill	Flushing Meadows	TX-CSWR	CSWR-TX Operating	Inactive Entities
Operating Revenue												
Operating Revenue												
Operating Expense												
Operations and Maintenance												
General and Administrative												
Depreciation and Amortization												
Total Operating Expense												
Operating Loss												
Other Income (Expense)												
Other Revenue												
Interest												
Total Other Income (Expense)												
Net Loss before Taxes												
Net Income (Loss)												

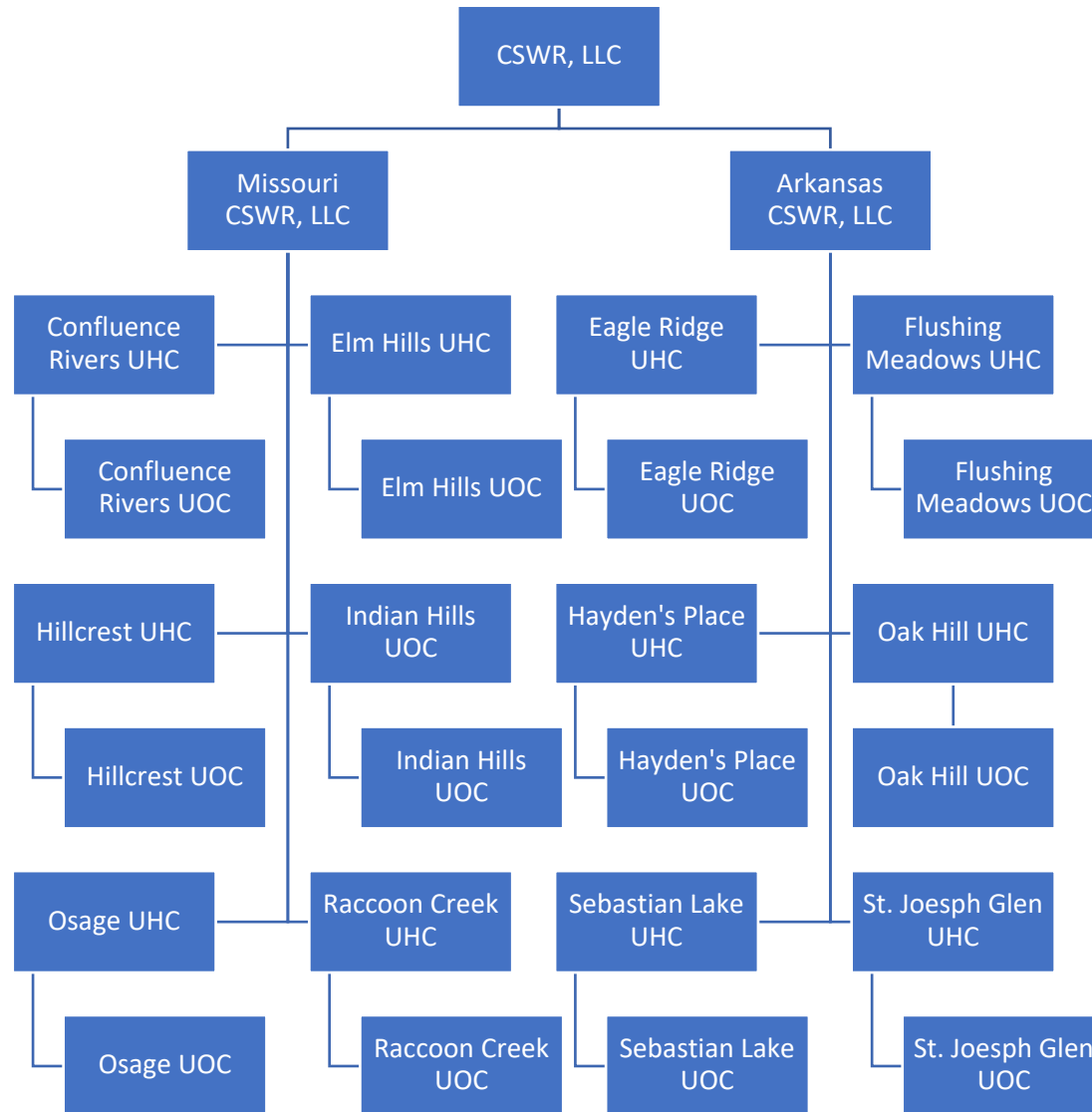


# EXHIBIT E

**Central States Water Resources Corporate Entity Organizational Chart**



## Missouri & Arkansas CSWR Organizational Chart Detail



# EXHIBIT F

## **Josiah Cox – President**

Mr. Cox is President of CSWR-Florida Utility Operating Company, LLC, and also of CSWR, LLC. Both companies are part of an affiliated group that provide water or wastewater utility services to more than 40,000 customers in six states.

Mr. Cox received a Bachelor of Science with a major in Environmental Science from the University of Kansas. Professionally he has worked at the Kansas state biological survey, where he performed a wildlife habitat study. He then worked at a civil engineering firm where he was involved in various facets of the land development process including permitting, entitlement, civil design, project management, and construction management. He focused mainly on the water and wastewater side of the civil engineering business and participated in every part of that business from waste-load allocation studies (now known as the anti-degradation processes), design, permitting, project management, and construction management. He also ran the firm's environmental consulting division and was the second private consultant to submit a water quality impact study in the state of Missouri in 2003. He joined the engineering firm's executive leadership team and helped run all the firm's operations.

Beginning in 2005, he formed a full-service civil engineering, environmental consulting, general contracting, and construction management firm. He obtained extensive experience with rural communities in every facet of the water and wastewater compliance process, including environmental assessment, permitting, design, construction, operation and community administration of the actual water and wastewater (sewerage) systems. The firm performed stream sampling and built waste-load allocation models to determine receiving water-body protective permit-able effluent pollutant loads. They did full engineering design of multiple whole community wastewater and water infrastructure systems including wells, water distribution, water treatment, water storage, wastewater conveyance, and wastewater treatment plants and taken these designs through federal and state administered permitting processes in Missouri. The engineering firm also administered the construction of these water and wastewater systems from green field site selection all the way through system startup and final engineering sign-off. During this time, he also began the Master of Business Administration (MBA) program at Washington University in St. Louis, from which he graduated in 2007.

In addition, starting in 2008, he took over the operations of an existing rural sewer district, and he still operates a system managing the functioning, testing, and maintenance of the system. He also acts as the administrator for this municipal system performing all the billing, emergency response, accounts payable/accounts receivable, collections, budgeting, customer service, and public town meetings required to service the community.

In late 2010, after working on several small, failing water and wastewater systems, Mr. Cox created a business plan to acquire and recapitalize failing systems as investor-owned regulated water and wastewater utility companies. In early 2011, he went to the capital markets to raise money to implement his plan, and over a period of approximately three years met with over fifty-two infrastructure investment groups trying to raise necessary financing. In February 2014, he was able to raise sufficient debt and equity capital to start CSWR. In 2018, he attracted an additional large institutional private equity investor, which allowed CSWR to expand the scope

of its business plan. Since its formation, CSWR has acquired, and currently is operating more than 257 water and/or wastewater systems in Missouri, Kentucky, Louisiana, Texas, Tennessee, and Arkansas.

### **Marty Moore – Chief Financial Officer**

Marty Moore is the Chief Financial Officer of CSWR, LLC and has held this position since April 2020. As CFO, Mr. Moore provides leadership, direction, and management to the finance and accounting teams, manages the process for financial forecasting, budgeting, and reporting and oversees the human resources and risk management functions.

After receiving a Bachelor of Business Administration in Accounting from Abilene Christian University, he gained a wide range of experience. Moore's extensive senior-level finance and operational experience includes serving as CFO of international automation equipment manufacturer Baldwin Technology Co., a company he helped Barry-Wehmiller/Forsyth Capital take private in 2012. Prior to that, Mr. Moore held senior leadership positions with Summit Marketing, Consolidated Terminals, Barnhill's Buffet Inc., and Global Materials Services. He began his career at Arthur Andersen. Moore most recently led finance and corporate services as CFO of Gardner Capital, a national affordable housing and renewable energy developer, investor, and tax credit syndicator. He has an extensive background in mergers and acquisitions and will work alongside Mr. Cox in accelerating the company's already rapid growth trajectory.

### **Todd Thomas – Vice President**

Todd Thomas holds the office of Senior Vice President of CSWR, LLC. Mr. Thomas received his Bachelor of Science in Civil Engineering from The Missouri University of Science and Technology, and a Master of Business Administration from Washington University in St. Louis.

Before joining CSWR, Mr. Thomas was President of Brotcke Well and Pump, Vice President of Operations and Business Development of the Midwest for American Water Contract Operations, and General Manager of Midwest Operations for Environmental Management Corporation. Mr. Thomas currently serves on the Technical Advisory Team for the Public Water Supply District 2 of St. Charles County, MO.

Mr. Thomas's previous employment provided him extensive experience in water and sewer utilities. He has extensive firsthand experience with how much damage can be done by lack of maintenance on a well system and how much money and effort is required to restore a well system after neglect.

In his position as Senior Vice President at CSWR, Mr. Thomas's main responsibilities include utility operations along with the acquisition, development, and rate stabilization of CSWR-affiliated utilities. Those duties include operations, maintenance, capital planning, and regulatory compliance for all affiliate-owned facilities. He is responsible for the management of all operations and maintenance service providers, customer service and billing service providers, and engineering firms.

### **Mike Duncan –Vice President**

Mike Duncan is the Vice President of CSWR, LLC and was promoted to that position in October 2020. As Vice President, he has played an integral role in preparing, filing, and processing acquisition applications in Missouri, Kentucky, Tennessee, Louisiana, Texas, North Carolina, and Mississippi. He also has taken a leading role in preparing and filing rate cases in Missouri, Kentucky, and Louisiana.

After receiving a Bachelor of Arts degree from Washington University in St. Louis, the first eleven years of his career were spent as an administrator and later director at a non-profit organization in St. Louis, Missouri. As Director he oversaw accounting, finance, human resources, IT, and communications for the organization. During his employment he received a master's in business administration from Olin School of Business at Washington University. Prior to his employment with CSWR, he spent two years as Director of Operation with Auto Tire & Parts Napa, a partner-owned chain of auto parts stores, overseeing projects related to distribution, logistics, IT, and general management.

### **Stacy Culleton – Director of Customer Experience**

Stacy Culleton is the Director of Customer Experience of CSWR, LLC. She has held this position since March 2020, and previously held the position of Project Manager. As Director of Customer Experience, Stacy leads the development, implementation and evaluation of strategic, tactical, and operational customer engagement plans, programs, and initiatives. She also advises the executive team regarding customer satisfaction measures, customer experience strategies, and drives the ongoing development of a customer service culture.

After receiving her Bachelor of Business Administration degree in Management from Lindenwood University, Stacy held positions as Director of Client Services at Unit 4 Education Solutions, Senior Business System Analyst and Sales Planning and Reporting Manager at Allianz Global Corporate and Specialty, Senior Product Manager at Unit 4, and Senior Consultant at Daugherty Business Solutions. Her experience and extensive background in managing teams helps ensure an exceptional customer experience and provides the technical and managerial expertise needed to run this critical customer service function.

### **Jake Freeman – Director of Engineering**

Jake Freeman is the Director of Engineering of CSWR, LLC and has held this position since January 2019. As Director of Engineering, he oversees all engineering, surveying, and facility construction upgrades for all newly acquired CSWR water and sewer utilities including those in Missouri, Arkansas, Kentucky, Louisiana, Texas, Mississippi, Tennessee, and North Carolina. He also oversees ongoing capital upgrade projects on all CSWR affiliated and operated facilities.

After receiving a Bachelor of Science degree in Mechanical Engineering from the University of Missouri – Columbia, he spent the first two years of his career working for Corrigan Mechanical, a design-build mechanical contractor in St. Louis designing, estimating, and

managing plumbing, HVAC and process piping construction projects in Missouri and southern Illinois. He then spent eleven years performing similar tasks for Brotcke Well & Pump, a well and pump service contractor servicing water wells and water treatment equipment throughout Missouri, Illinois, Kentucky, and Kansas. Prior to his employment with CSWR, he was serving as Vice President of Brotcke Well & Pump and Principal for their engineering services and managing their newly opened office in Kansas City.

### **Jami Favor - Environmental, Health and Safety Director**

Jami Favor holds the office of Environmental, Health and Safety Director of CSWR, LLC. Mr. Favor holds several top water and wastewater certifications throughout the country. Mr. Favor also has received his Associate of Science in Ecological Controls and Associate of Applied Arts.

Before joining CSWR, Mr. Favor worked for Woodard and Curran's as an Area Manager of Contract Operations and Maintenance for Public Water Supply District 2 of St. Charles County, Missouri, and General Manager of a similar system in Quincy, Washington. Mr. Favor's responsibilities included budget and financial accountability, creating, and implementing capital improvement plans, daily operations of wastewater and water treatment facilities, including both industrial wastewater and reuse facilities that provided highly efficient softening and reverse osmosis treatment to industrial customers, implementation and oversight of Industrial Pretreatment Programs, collection, and water distribution maintenance.

Mr. Favor's previous employment provided him extensive experience in water and sewer utilities. He has extensive firsthand experience in managing water and wastewater treatment facilities safely and in a financially and operationally sound manner.

In his position as Environmental, Health and Safety Director at CSWR, Mr. Favor's main responsibilities include budgeting/financial accountability of operations, identifying capital improvements projects, overseeing regulatory compliance, implementing Computer Maintenance Management System and Regulatory Databases for all CSWR-affiliated facilities, development of safety programs, and overseeing third party Operations and Maintenance contractors of CSWR facilities.



# EXHIBIT G

DESCRIPTION OF TERRITORY SERVED

TOWNSHIP 14 SOUTH, RANGE 22 EAST, SECTION 34  
SOUTH 1/2 OF NORTHWEST 1/4 (TRADEWINDS VILLAGE) ~~except lot G14~~ AND  
NORTH 666 FEET OF SOUTHEAST 1/4 (COUNTRYSIDE ESTATES 1<sup>ST</sup> ADDITION) AND  
SOUTH 963 FEET OF NORTHEAST 1/4 (COUNTRYSIDE ESTATES) AND  
SOUTH 699 FEET OF SOUTHWEST 1/4 (PEARL BRITAIN PLAZA)

ORDER NO. PSC-98-0484-FOF-WS

PART OF THE GEORGE S. MAYO SUBDIVISION

IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST

THE NORTH 725 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST, LYING WEST OF THE S.C.L. RAILROAD.

AND

THE SOUTH 100 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST, LYING WEST OF THE S.C.L. RAILROAD.

THIS DESCRIPTION SHOULD INCLUDE THE SOUTH TIER OF LOTS IN BLOCK 436 OF THE GEORGE S. MAYO SUBDIVISION AND THE NORTH TIER OF LOTS IN BLOCKS 439 AND 429 OF THE SAME SUBDIVISION.

ORDER NO. PSC-10-0020-FOF-WS

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 22 EAST, THENCE ALONG THE SOUTH BOUNDARY OF THE NE 1/4 OF SECTION 34, S 89°40'40" W, 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF N.E. 36TH AVENUE AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT-OF-WAY, N 00°29'46" W, 361.13 FEET; THENCE S 89°42'07" W, 622.06 FEET; THENCE S 89°40'40" W, 1986.23 FEET TO A POINT ON THE WEST BOUNDARY OF THE NE 1/4 OF SECTION 34; THENCE S 00°23'43" E, 361.39 FEET TO THE S.W. CORNER OF THE NE 1/4 OF SECTION 34; THENCE ALONG THE WEST BOUNDARY OF THE SE 1/4 OF SECTION 34; S 00°23'43" E, 304.53 FEET; THENCE N 89°44'44" E, 2608.53 FEET TO THE WEST RIGHT-OF-WAY OF N.E. 36TH AVENUE; THENCE ALONG SAID RIGHT-OF-WAY N 00°19'04" W, 307.59 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART LYING IN THE SOUTH 2337.67 FEET OF THE SE 1/4.

CONTAINING 39.97 ACRES, MORE OR LESS. A.K.A. COUNTRYSIDE ESTATES FIRST ADDITION

SECTION 34 TOWNSHIP 14 RANGE 22 COMMENCE AT THE SW CORNER OF SECTION 34 THEN NORTH 89°38'51" EAST 30 FEET THEN NORTH 00°02'32" WEST 30 FEET THEN CONTINUING NORTH 00°02'32" WEST 185 FEET TO THE POINT OF BEGINNING THEN CONTINUING NORTH 00°02'32" WEST 513.88 FEET THEN NORTH 89°39'32" EAST 636.05 FEET THEN SOUTH 00°07'48" EAST 105.03 FEET THEN NORTH 89°38'51" EAST 666.22 FEET THEN SOUTH 00°13'07" EAST 593.70 FEET THEN SOUTH 89°38'51" WEST 1119.36 FEET THEN NORTH 00°02'32" WEST 185 FEET THEN SOUTH 89°38'51" WEST 185 FEET TO THE POINT OF BEGINNING & EXC RD ROW.

CONTAINING 13.36 ACRES, MORE OR LESS. A.K.A. PEARL BRITAIN ESTATES.

# EXHIBIT H

## Tradewinds Utilities, INC – Tradewinds (Water)

### Facility Information:

Water System: PWS# FL3424620

Ocala, Marion County, FL

~520 Service connections

Assets: 3 Groundwater Wells, Hydropneumatic Tank (10,000-gallon), Elevated Storage Tank (200,000-gallon), and Distribution System

### Compliance History

Reviewing the EPA (SDWIS) compliance history of the Tradewinds water facility does not have any recent violations. The most recent violations were several monitoring violations in 2017 and 2019. The last health-based violation occurred in 2001.

### Description of need:

The Tradewinds water facility should only need general renovation and repair work to the existing infrastructure at this time. We will budget for well improvements, storage improvements, and distribution system improvements.

### Proposed Improvements:

At this time, we will budget for well renovations, including installation of remote monitoring and flow metering, tank rehabilitations, and distribution system improvements.

Tradewinds Utilities, Inc – Tradewinds WWTF (Sewer)		
No.	Description	Cost
1	Install Mission Remote Monitoring (Qty. 3)	\$30,000
2	Water Well Rehabilitation (Qty. 3)	\$150,000
3	Hydropneumatic Tank Rehabilitation (Qty. 1)	\$20,000
2	Elevated Storage tank Rehabilitation (Qty. 1)	\$30,000
3	Distribution System Repairs	\$30,000
<b>Total</b>		<b>\$260,000</b>

## Tradewinds Utilities, INC – Tradewinds (Sewer)

### Facility Information:

Wastewater System: PWS# FLA010699

Ocala, Marion County, FL

~520 Service connections

Assets: Extended Aeration Treatment Plant, Flow Equalization, Aeration basin, Secondary Clarification, Chlorination, Aerobic Digester of Biosolids, Holding Pond, Spray Field and Collection System, system has agreement with Marion County to shut down and be replaced by a lift station to be owned and operated by the county and convey waste to the count

### Compliance History

Reviewing the Florida Department of Environmental Protection compliance history of the Tradewinds plant shows a history of noncompliance. Florida Dept. of Environmental Protection issued a Consent Order OGC Case No. 20-1413, which was issued on December 22, 2015 and expired on December 21, 2020, addressing concerns with permit limit violations for TSS, flow and Total Nitrogen. The facility was inspected on July 14, 2020 and several violations were discovered including; the spray field missing spray heads and holding pond was not maintained properly. Chronic effluent violations that generated a significant out of compliance with TSS limits exceeding five of six months in 2020. The consent order established interim limits and they extend covered until December 31, 2022. This all demonstrates a failure to properly operate and maintain the facility under current ownership. Marion County plans to decommission and shut down this facility, in order to modify the system into a collection only process.

### Description of need:

The Tradewinds wastewater facility is an extended aeration plant consisting of flow equalization, aeration basin, clarifier, aerobic digester, and chlorine disinfection. All tankage and equipment will require decommission & disposal from the facility grounds. After Marion County completes the lift station installation project, we propose installing a flow meter upstream of the lift station in order to verify the quantity of wastewater conveyed to the county system and prevent overcharging. It is currently unclear who will be responsible for the decommissioning and demolition of the facility. There is some language in the agreement with Marion County indicating that the county may be eligible for grant funding to demo the plant, however it is unclear if this portion of the agreement is transferable or if it included the rehabilitation of the rapid infiltration basins and holding pond or only the treatment plant. As a result, these costs will be included in the below estimate.

### Proposed Improvements:

In order to ensure the longevity and performance of the Tradewinds Wastewater Treatment Plant, CSWR Florida Utility Operating Company plans to make ensure the lift stations perform on optimal condition. In order to ensure that operations can effectively respond to abnormal operating conditions and ensure proper operations, Mission remote monitoring will be installed. Collection system will be perform as needed throughout the system. These improvements will ensure the system can provide safe and reliable service to customers and will bring the facilities into a maintainable condition moving forward. As stated above preliminary cost for the decommissioning of the plant will be included below though this may fall on Marion County to fund and complete.





Tradewinds Utilities, Inc – Tradewinds WWTF (Sewer)		
No.	Description	Cost
1	Install Mission Remote Monitoring (Qty. 6)	\$60,000
2	Collection System Repairs	\$60,000
3	Lift Station Rehabilitation (Qty. 6)	\$120,000
4	Decommissioning and Demolition o f Existing Facility	\$400,000
Total		\$640,000

# EXHIBIT I

THIS INSTRUMENT PREPARED BY:

Charles L. Cooper  
Bryant Miller Olive P.A.  
1545 Raymond Diehl Rd., Suite 300  
Tallahassee, FL 32308

Property Appraiser's ID #: \_\_\_\_\_

Consideration: \$ \_\_\_\_\_

Doc Stamps: \$ \_\_\_\_\_

\_\_\_\_\_ [Space Above This Line For Recording Data] \_\_\_\_\_

**WARRANTY DEED**

**This Warranty Deed** is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by TRADEWINDS UTILITIES INC., a Florida corporation ("Grantor") whose post office address is 12601 SE Sunset Harbor Rd., Weirsdale, FL 32195, to CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company ("Grantee") whose post office address is 1650 Des Peres Road, Suite 303, St. Louis, MO 63131.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

**WITNESSETH**, that Grantor, for the sum of \$10 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

See Exhibit "A" attached hereto and by reference made a part hereof.

**This conveyance** is subject to easements, restrictions, reservations, and limitations of record, if any, **and together with** all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise benefitting or appertaining, to have and to hold the same in fee simple forever.

**And**, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land; and that Grantor will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 202\_, and the following [insert any other exceptions].

*[Signature page to follow]*



**In Witness Whereof**, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to Grantor  
in the presence of:

Tradewinds Utilities Inc.,  
a Florida corporation

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

\_\_\_\_\_  
Print Name:

\_\_\_\_\_

\_\_\_\_\_

Print Name:

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

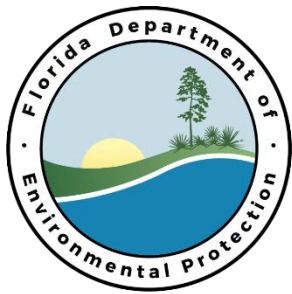
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_, 202\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the company. He (\_\_\_\_) is personally known to me or (\_\_\_\_) produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## EXHIBIT "A"

<u>15848-001-00</u>	TRADEWINDS UTILITIES INC	Water Tower	<u>Beta Map It+</u> 0869 9001 10.25 Acres
<u>15845-000-02</u>	TRADEWINDS UTILITIES INC	2925 NE 43rd PL	<u>Beta Map It+</u> 1585 9001 2.00 Acres
<u>15845-007-06</u>	TRADEWINDS UTILITIES INC	2925 NE 43rd PI	<u>Beta Map It+</u> 1585 9001 0.25 Acre

# EXHIBIT J



# Florida Department of Environmental Protection

Central District  
3319 Maguire Boulevard, Suite 232  
Orlando, Florida 32803-3767

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**  
Tradewinds Utilities Inc

**RESPONSIBLE OFFICIAL:**  
Mr. Charles Demenzes  
PO Box 5220  
Ocala, Florida 34478-5220  
(352) 622-4949

**PERMIT NUMBER:** FLA010699  
**FILE NUMBER:** FLA010699-004-DW3P  
**EFFECTIVE DATE:** December 22, 2015  
**EXPIRATION DATE:** December 21, 2020

### FACILITY:

Tradewinds WWTF  
2925 NE 43rd Pl  
Ocala, FL 34479-8842  
Marion County  
Latitude: 29°13' 54.37" N Longitude: 82°5' 48.28" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

### WASTEWATER TREATMENT:

An existing 0.081 million gallon day (mgd) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant (a 0.065 mgd plant in parallel with a 0.050 mgd plant) consisting of flow equalization, aeration, secondary clarification, chlorination, and aerobic digestion of biosolids.

### REUSE OR DISPOSAL:

**Land Application R-001:** An existing 0.081 MGD annual average daily flow permitted capacity slow-rate restricted public access reuse system. R-001 consists of a three-day clay-lined holding pond and a 2.34 acre sprayfield located approximately at latitude 29°13' 59" N, longitude 82°5' 45" W.

**IN ACCORDANCE WITH:** The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 16 of this permit.

PERMITTEE: Tradewinds Utilities Inc  
FACILITY: Tradewinds WWTF

PERMIT NUMBER: FLA010699  
EXPIRATION DATE: December 21, 2020

## I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

### A. Reuse and Land Application Systems

- During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.7.:

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max./Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow (Effluent)	MGD	Max Max	0.081 Report	Annual Average Monthly Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-1	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Monthly Geometric Mean Annual Average Single Sample	Monthly	Grab	EFA-1	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-1	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Annual Average	Annually	Grab	EFA-1	See I.A.6
Nitrogen, Total	mg/L	Max Max	Report Report	Annual Average Monthly Average	Monthly	Grab	EFA-1	See I.A.7
Phosphorus, Total (as P)	mg/L	Max Max	Report Report	Annual Average Monthly Average	Monthly	Grab	EFA-1	See I.A.7

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2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-1	Effluent flow meter and triangular weir
EFA-1	Chlorine contact chamber effluent

3. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. *[62-601.200(17) and .500(6)]*
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report to be used to calculate the annual average. *[62-600.440(4)(c)]*
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. *[62-610.410, 600.440(4)(b) and (5)(b)]*
6. Nitrate nitrogen (NO<sub>3</sub>) concentration in the water discharged to the land application system shall not exceed 12.0 mg/L or as required to comply with Rule 62-610.510, F.A.C. *[62-610.510]*
7. Monitoring for total nitrogen (TN) and total phosphorus (TP) are required, as allowed by Rule 62-601.300(6), FAC, to evaluate impacts of reclaimed water to ground and surface waters in an impaired water basin. *[62-601.300(6)]*

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## B. Other Limitations and Monitoring and Reporting Requirements

- During the period beginning on the effective date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7.:

			Limitations		Monitoring Requirements			
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow (Total through the plant)	MGD	Max Max Max	0.081 Report Report	Annual Average Monthly Average Quarterly Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-1	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-1	See I.B.3

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2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-1	Effluent flow meter and triangular weir
CAL-1	Calculated
INF-1	Raw influent to surge tank

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-601.500(4)]
4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]
5. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
- The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
  - The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
  - If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

6. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5)]
7. **Monitoring requirements under this permit are effective on February 1, 2016.** Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.



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REPORT Type on DMR	Monitoring Period	Mail or Electronically Submit by
Monthly	first day of month - last day of month	28 <sup>th</sup> day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department's Central District Office at the address specified in Permit Condition I.B.8. by the twenty-eighth (28th) of the month following the month of operation.

When submitting electronic DMR forms (**preferred**), the permittee shall use the Department's electronic DMR system (EzDMR) and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

*[62-620.610(18)][62-601.300(1),(2), and (3)]*

- Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Central District Office at the address specified below:

Florida Department of Environmental Protection  
Central District Office  
3319 Maguire Blvd  
Suite 232  
Orlando, Florida 32803-3767

Phone Number - (407)897-4100  
FAX Number - (850)412-0467  
(All FAX copies and e-mails shall be followed by original copies.)

*[62-620.305]*

- All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*

## II. BIOSOLIDS MANAGEMENT REQUIREMENTS

### A. Basic Requirements

- Biosolids generated by this facility may be transferred to 412 Biosolids or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. *[62-620.320(6), 62-640.880(1)]*
- The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. *[62-640.650(4)(a)]*
- Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.7.

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			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Calculated (based on volume and estimated %solids)

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

#### B. Disposal

8. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]

#### C. Transfer

9. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
10. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:
- |  |   |
|--|---|
| Source Facility                                      | Biosolids Treatment Facility or Treatment Facility      |
| 1. Date and time shipped                             | 1. Date and time received                               |
| 2. Amount of biosolids shipped                       | 2. Amount of biosolids received                         |
| 3. Degree of treatment (if applicable)               | 3. Name and ID number of source facility                |
| 4. Name and ID Number of treatment facility          | 4. Signature of hauler                                  |
| 5. Signature of responsible party at source facility | 5. Signature of responsible party at treatment facility |
| 6. Signature of hauler and name of hauling firm      |   |

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

#### D. Receipt

11. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]

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### III. GROUND WATER REQUIREMENTS

1. The permittee shall give at least 72-hour notice to the Department's Central District Office, prior to the installation of any monitoring wells. [62-520.600(6)(h)]
2. Before construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location to properly determine monitoring well specifications such as well depth, screen interval, screen slot, and filter pack. [62-520.600(6)(g)]
3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's Central District Office well completion reports and soil boring/lithologic logs on the attached DEP Form(s) 62-520.900(3), Monitoring Well Completion Report. [62-520.600(6)(j) and .900(3)]
4. All piezometers and monitoring wells not part of the approved ground water monitoring plan shall be plugged and abandoned in accordance with Rule 62-532.500(5), F.A.C., unless future use is intended. [62-532.500(5)]
5. For the Part II land application system(s), all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for Land Application Site R-001 shall extend horizontally 100 feet from the application site and vertically to the base of the surficial aquifer. [62-520.200(27)] [62-520.465]
6. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. [62-520.400 and 62-520.420(4)]
7. If the concentration for any constituent listed in Permit Condition III.10. in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative background quality shall be the prevailing standard. [62-520.420(2)]
8. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.9., below in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. [62-520.600] [62-610.412]
9. The following monitoring well shall be sampled for Reuse System, R-001.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude			Longitude			Depth (Feet)	Aquifer Monitored	New or Existing
		°	'	"	°	'	"			
MWC-1	Compliance Well at Holding Pond	29	13	54	82	5	48	30	Floridan	Existing

MWC = Compliance; MWP = Piezometer

[62-520.600] [62-610.412]

10. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.9.:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	ft	In Situ	Quarterly
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Quarterly
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Quarterly
Chloride (as Cl)	250	mg/L	Grab	Quarterly
Arsenic, Total Recoverable	10	ug/L	Grab	Quarterly
Cadmium, Total Recoverable	5	ug/L	Grab	Quarterly
Chromium, Total Recoverable	100	ug/L	Grab	Quarterly
Lead, Total Recoverable	15	ug/L	Grab	Quarterly
Coliform, Fecal	4	#/100mL	Grab	Quarterly
pH	6.5-8.5	s.u.	Grab	Quarterly
Turbidity	Report	NTU	Grab	Quarterly
Nitrogen, Total	Report	mg/L	Grab	Quarterly

[62-520.600(11)(b)] [62-601.300(3), 62-601.700, and Figure 3 of 62-601] [62-601.300(6)] [62-520.310(5)]

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11. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. [62-520.600(11)(c)] [62-610.412(2)(c)]
12. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. [62-160.210] [62-601.700(5)]
13. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Central District Office as being more representative of ground water conditions. [62-520.310(5)]
14. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.B.7. [62-520.600(11)(b)] [62-601.300(3), 62.601.700, and Figure 3 of 62-601] [62-620.610(18)]
15. If any monitoring well becomes inoperable or damaged to the extent that sampling or well integrity may be affected, the permittee shall notify the Department's Central District Office within two business days from discovery, and a detailed written report shall follow within ten days after notification to the Department. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence or request approval for replacement of the monitoring well. All monitoring well design and replacement shall be approved by the Department's Central District Office before installation. [62-520.600(6)(l)]

#### **IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS**

##### **A. Part II Slow-Rate/Restricted Access System(s)**

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.418(1)]
2. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.414(8)]
3. The maximum annual average loading rate to the sprayfield shall be limited to 8.9 inches per week. The hydraulic loading rate shall not produce surface runoff or ponding of the applied reclaimed water. [62-610.423(3) and (4)]
4. The crops or vegetation shall be periodically harvested and removed from the project area. [62-610.310(3)(d) and 62-610.419(1)(b)]
5. Dairy cattle whose milk is intended for human consumption shall not be allowed on the project area for a period of 15 days after the last application of reclaimed water. No restrictions are imposed on the grazing of other cattle. [62-610.425]
6. Irrigation of edible food crops is prohibited. [62-610.426]
7. Overflows from emergency discharge facilities on storage ponds shall be reported as abnormal events in accordance with Permit Condition IX.20. [62-610.800(9)]

#### **V. OPERATION AND MAINTENANCE REQUIREMENTS**

##### **A. Staffing Requirements**

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of operators certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 1/2 hour/day for 5 days/week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.

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2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. *[62-699.311(1)]*

#### **B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements**

1. An updated capacity analysis report shall be submitted to the Department annually by November 1 of each year. The updated capacity analysis report shall be prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

#### **C. Recordkeeping Requirements**

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
  - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
  - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
  - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
  - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
  - e. A copy of the current permit;
  - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
  - g. A copy of any required record drawings;
  - h. Copies of the licenses of the current certified operators;
  - i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
  - j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

*[62-620.350, 62-602.650, 62-640.650(4)]*

#### **VI. SCHEDULES**

1. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
  - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or

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- b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

*[62-620.335(1) - (4)]*

## **VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS**

1. This facility is not required to have a pretreatment program at this time. *[62-625.500]*

## **VIII. OTHER SPECIFIC CONDITIONS**

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. *[62-610.800(10)]*
2. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*
3. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
4. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
5. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
  - a. Which may cause fire or explosion hazards; or
  - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
  - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
  - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
  - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.*[62-604.130(5)]*
6. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.418(1) and 62-600.400(2)(b)]*
7. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*

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8. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
9. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
10. The permittee shall provide notice to the Department of the following:
  - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
  - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

*[62-620.625(2)]*

## **IX. GENERAL CONDITIONS**

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*

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6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
  - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - b. Have access to and copy any records that shall be kept under the conditions of this permit;
  - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

*[62-620.610(9)]*

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*



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15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
  - a. A description of the anticipated noncompliance;
  - b. The period of the anticipated noncompliance, including dates and times; and
  - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
  - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
  - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
  - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
  - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
  - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
  - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.*[62-620.610(18)]*
19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
20. The permittee shall report to the Department's Central District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

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- a. The following shall be included as information which must be reported within 24 hours under this condition:
  - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
  - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
  - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
  - (4) Any unauthorized discharge to surface or ground waters.
- b. Oral reports as required by this subsection shall be provided as follows:
  - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
    - (a) Name, address, and telephone number of person reporting;
    - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
    - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
    - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
    - (e) Estimated amount of the discharge;
    - (f) Location or address of the discharge;
    - (g) Source and cause of the discharge;
    - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
    - (i) Description of area affected by the discharge, including name of water body affected, if any; and
    - (j) Other persons or agencies contacted.
  - (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Central District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Central District Office shall waive the written report.

*[62-620.610(20)]*

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*

22. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
  - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
  - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
  - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

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- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

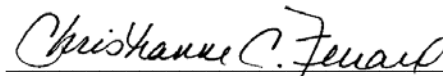
23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
  - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
  - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
  - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
  - (2) The permitted facility was at the time being properly operated;
  - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
  - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



Christianne C. Ferraro, P.E.

Administrator

Permitting and Waste Cleanup Program - Wastewater

Permit Issuance Date: November 23, 2015

Attachment(s):  
Discharge Monitoring Report

**STATEMENT OF BASIS  
FOR  
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA010699-004  
FACILITY NAME: Tradewinds WWTF  
FACILITY LOCATION: 2925 NE 43rd Pl, Ocala, FL 34479-8842  
Marion County  
NAME OF PERMITTEE: Tradewinds Utilities Inc  
PERMIT WRITER: Wilmott Brown, P.E.

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA010699-004-DW3P

Application Submittal Date: September 15, 2015

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity: 0.081 mgd Annual Average Daily Flow

Proposed Increase in Permitted Capacity: 0 mgd Annual Average Daily Flow

Proposed Total Permitted Capacity: 0.081 mgd Annual Average Daily Flow

d. Description of Wastewater Treatment

An existing 0.081 million gallon day (mgd) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant (a 0.065 mgd plant in parallel with a 0.050 mgd plant) consisting of flow equalization, aeration, secondary clarification, chlorination, and aerobic digestion of biosolids.

e. Description of Effluent Disposal and Land Application Sites

**Land Application R-001:** An existing 0.081 MGD annual average daily flow permitted capacity slow-rate restricted public access reuse system. R-001 consists of a three-day lined holding pond and a 2.34 acre sprayfield located approximately at latitude 29°13' 59" N, longitude 82°5' 45" W.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to direct reclaimed water to Reuse System R-001, a slow-rate/restricted public access system, based on the following:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow (Effluent)	MGD	Max	0.081	Annual Average	62-600.400(3)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.410 & 62-600.740(1)(b)1.a. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.410(2)(a) FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-600.440(4)(c)2. FAC
		Max	200	Annual Average	62-610.410 & 62-600.440(4)(c)1. FAC
		Max	800	Single Sample	62-600.440(4)(c)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.410 & 62-600.440(4)(b) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Annual Average	62-610.510, F.A.C. Annual frequency: 62-601.300(6) FAC
Nitrogen, Total	mg/L	Max	Report	Annual Average	62-601.300(6) FAC
		Max	Report	Monthly Average	62-601.300(6) FAC
Phosphorus, Total (as P)	mg/L	Max	Report	Annual Average	62-601.300(6) FAC
		Max	Report	Monthly Average	62-601.300(6) FAC

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow (Total through the plant)	MGD	Max	0.081	Annual Average	62-600.400(3)(b) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) FAC
		Max	Report	Quarterly Average	62-600.400(3)(b) FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC Annual frequency: 62-601.300(6) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC Annual frequency: 62-601.300(6) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-601 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-601, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

#### 4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility will expire on December 21, 2015. This permit, FLA010699-004-DW3P, will become effective on December 22, 2015 and expire on December 21, 2020.

Monitoring for total nitrogen (TN) and total phosphorus (TP) are required, as allowed by Rule 62-601.300(6), FAC, to evaluate impacts of reclaimed water to ground and surface waters in an impaired water basin. [62-601.300(6)]

#### 5. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to 412 Biosolids or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency		All Parameters			62-640.650(5)(a) FAC

6. GROUND WATER MONITORING REQUIREMENTS

Ground water monitoring requirements have been established in accordance with Chapters 62-520, 532, 601, 610, and 620, F.A.C., because of the impaired integrity of the clay-lined holding pond associated with the sprayfield.

7. PERMIT SCHEDULES

A schedule is not included in the wastewater permit.

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

9. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO and the permittee has not entered into a CO with the Department.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. TERM OF THE PERMIT

This is a five year permit.

12. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 14. Copies will be provided at a minimal charge per page.

13. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Effective date of Permit December 22, 2015

Notice of Permit Issuance November 20, 2015

14. DEPARTMENT CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Wilmott Brown  
Professional Engineer I

3319 Maguire Blvd  
Suite 232  
Orlando, FL 32803-3767

Telephone No.: (407) 897-4100

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**  
**Post Office Box 1429**  
**Palatka, Florida 32178-1429**

**PERMIT NO:** 2995-6

**DATE ISSUED:** February 27, 2015

**PROJECT NAME:** Tradewinds Utilities Inc

**A PERMIT AUTHORIZING:**

The District authorizes, as limited by the attached conditions, the continued use of 48.00 million gallons per year (mgy) (0.132 million gallons per day (mgd) (annual average)) of groundwater from the Upper Floridan aquifer for public supply use (includes household, water utility uses and unaccounted for losses) for an estimated population of 1,220 people in 2035.

**LOCATION:**

Site: Tradewinds  
Marion County

SECTION(S): 34

TOWNSHIP(S): 14S

RANGE(S): 22E

**ISSUED TO:**

Tradewinds Utilities Inc  
PO Box 5220  
Ocala, FL 34478-5220

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes and 40C-1, Florida Administrative Code.

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated February 27, 2015

**AUTHORIZED BY:** St. Johns River Water Management District  
Division of Regulatory, Engineering and Environmental Services

By:



---

Scott Laidlaw  
Bureau Chief

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2995-6**  
**Tradewinds Utilities Inc,**  
**DATE ISSUED: February 27, 2015**

1. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the permittee must adhere to the water shortage restrictions, as specified by the District. The permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
3. Prior to the construction, modification or abandonment of a well, the permittee must obtain a water well permit from the St. Johns River Water Management District or the appropriate local government pursuant to Chapter 40C-3, F.A.C. Construction, modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification, or abandonment is other than that specified and described on the consumptive use permit application form.
4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
5. The permittee's consumptive use of water as authorized by this permit shall not interfere with legal uses of water existing at the time of permit application. If interference occurs, the District shall revoke the permit, in whole or in part, to curtail or abate the interference, unless the interference associated with the permittee's consumptive use of water is mitigated by the permittee pursuant to a District-approved plan.
6. The permittee's consumptive use of water as authorized by this permit shall not have significant adverse hydrologic impacts to off-site land uses existing at the time of permit application. If significant adverse hydrologic impacts occur, the District shall revoke the permit, in whole or in part, to curtail or abate the adverse impacts, unless the impacts associated with the permittee's consumptive use of water are mitigated by the permittee pursuant to a District-approved plan.
7. The permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where permittee's control of the land subject to the permit was demonstrated through a lease, the permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40C-1.612, F.A.C. Alternatively, the permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility as provided by Rule 40C-2.401, F.A.C. The permittee shall notify the District in the event that a replacement tag is needed.



9. The permittee's consumptive use of water as authorized by this permit shall not significantly and adversely impact wetlands, lakes, rivers, or springs. If significant adverse impacts occur, the District shall revoke the permit, in whole or in part, to curtail or abate the adverse impacts, unless the impacts associated with the permittee's consumptive use of water are mitigated by the permittee pursuant to a District-approved plan.
10. The permittee's consumptive use of water as authorized by this permit shall not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to Section 373.042 and 373.0421, F.S. If the permittee's use of water causes or contributes to such a reduction, then the District shall revoke the permit, in whole or in part, unless the permittee implements all provisions applicable to the permittee's use in a District-approved recovery or prevention strategy.
11. The permittee's consumptive use of water as authorized by the permit shall not cause or contribute to significant saline water intrusion. If significant saline water intrusion occurs, the District shall revoke the permit, in whole or in part, to curtail or abate the saline water intrusion, unless the saline water intrusion associated with the permittee's consumptive use of water is mitigated by the permittee pursuant to a District-approved plan.
12. The permittee's consumptive use of water as authorized by the permit shall not cause or contribute to flood damage. If the permittee's consumptive use causes or contributes to flood damage, the District shall revoke the permit, in whole or in part, to curtail or abate the flood damage, unless the flood damage associated with the permittee's consumptive use of water is mitigated by the permittee pursuant to a District-approved plan.
13. The permittee's consumptive use of water as authorized by the permit shall not cause or contribute to a violation of state water quality standards (existing at the time of permit issuance) in receiving waters of the state, as set forth in Chapters 62-3, 62-4, 62-302, 62-520, and 62-550, F.A.C., including any anti-degradation provisions of paragraphs 62-4.242(1)(a) and (b), subsections 62-4.242(2) and (3), and Rule 62-302.300, F.A.C., and any special standards for Outstanding National Resource Waters set forth in subsections 62-4.242(2) and (3), F.A.C. If violations occur, the District shall revoke the permit, in whole or in part, to curtail or abate the violations, unless the violations associated with the permittee's consumptive use of water are mitigated by the permittee pursuant to a District-approved plan.
14. All consumptive uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
15. This permit does not convey to the permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
16. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that Section 373.239, F.S., and Rule 40C-2.331, F.A.C., are applicable to permit modifications.
17. All submittals made to demonstrate compliance with this permit must include CUP number 2995-6, labeled on the submittal. Submittals should be made on-line at [floridaswater.com/permitting](http://floridaswater.com/permitting) whenever possible.

18. This permit will expire February 27, 2035.
19. Maximum annual groundwater withdrawals from the Upper Floridan aquifer for public supply use (including water utility and unaccounted for losses) must not exceed 48.00 million gallons.
20. The permittee must measure the quantity of groundwater withdrawn from wells 1 (Station ID 19078), 2 (Station ID 19079), and 3 (Station ID 19080), as listed in the application, through the use of recording totalizing flowmeters. All flow meters must measure within +/- 5% of actual flow, be verifiable and be installed according to the manufacturer's specifications.
21. Total withdrawal from groundwater wells 1 (Station ID 19078), 2 (Station ID 19079), and 3 (Station ID 19080), must be recorded continuously, totaled monthly, and reported to the District at least every six months for the duration of this permit using Water Use Pumpage Report Form (EN-50). The reporting dates each year will be as follows:
- |                  |                 |
|------------------|-----------------|
| Reporting Period | Report Due Date |
| January – June   | July 31         |
| July – December  | January 31.     |
22. The permittee must have all flow meters checked for accuracy at least once every 10 years, specifically before April 30 2024, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. Flow Meter Accuracy Report Form (EN-51) must be submitted to the District within 10 days of the inspection/calibration.
23. The permittee must maintain all flowmeters. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of its discovery. A defective meter must be repaired or replaced within 30 days of its discovery.
24. The permittee shall meter all service connections and other uses through the use of recording totalizing flow meters.
25. The permittee must implement the Water Conservation Plan submitted to the District, dated 07-24-2014, in accordance with the schedule contained therein.
26. If, at any time within permit duration, it becomes practical, economically feasible and permissible under applicable state and federal statutes or regulations promulgated thereunder, the District may require the permittee to make reclaimed water available for use at a permissible application site.
27. The permittee must submit to the District, an updated copy of the Public Service Commission's (PSC) approved service area map, within 30 days of receipt from the PSC.
28. A comprehensive water audit of the potable distribution system must be conducted annually. The audit period shall be January 1st through December 31st of each year. The results of the water audit must be submitted to the District by February 15th of the year following the audit period.
29. If the unaccounted for water losses are 10% or greater, as identified in the annual water audit, implementation of the leak detection and repair program must continue until the unaccounted for water losses are reduced below 10%.

# EXHIBIT K

#205168

**Florida Department of Environmental Protection**  
**Safe Drinking Water Program Laboratory Reporting Format**

**PUBLIC WATER SYSTEM INFORMATION** (to be completed by sampler - please type or print legibly)

System Name: Tradewinds PWS I.D. #: 3424620  
System Type (check one): ☒ Community ☐ Nontransient Noncommunity ☐ Transient Noncommunity  
Address: NE 43 Place  
City: Ocala ZIP Code: 34475  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**SAMPLE INFORMATION** (to be completed by sampler)

Sample Number: \_\_\_\_\_ Sample Date: 12-8-20 Sample Time: 1140 ☒ AM ☐ PM (circle one)  
Sample Location (be specific): First H.B. after Tank Well Location Code: \_\_\_\_\_  
Disinfectant Residual (required when reporting results for trihalomethanes and haloacetic acids): \_\_\_\_\_ mg/L Field pH: \_\_\_\_\_ S.U.

Sample Type (check one only)

Reason(s) for Sample (check all that apply)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Distribution                               | <input checked="" type="checkbox"/> Routine Compliance with 62-550 | <input type="checkbox"/> Replacement (of invalidated sample)      |
| <input checked="" type="checkbox"/> Entry Point (to distribution)   | <input type="checkbox"/> Confirmation of MCL Exceedance*           | <input type="checkbox"/> Special (not for compliance with 62-550) |
| <input type="checkbox"/> Plant Tap (not for compliance with 62-550) | <input type="checkbox"/> Composite of Multiple Sites**             | <input type="checkbox"/> Clearance (permitting)                   |
| <input type="checkbox"/> Raw (at well or intake)                    | <input type="checkbox"/> Other: _____                              |   |

- ☐ Max Residence Time  
☐ Ave Residence Time  
☐ Near First Customer

Sampling Procedure Used or Other Comments: \_\_\_\_\_

\*See 62-550.500(6) for requirements and restrictions.  
See 62-550.512(3) for nitrate or nitrite exceedances.

\*\*See 62-550.550(4) for requirements and attach result pages for each site.

**SAMPLER CERTIFICATION**

Steve McGee, Operator, do HEREBY CERTIFY  
(Print Name) (Print Title)

that the above public water system and sample collection information is complete and correct.

Signature: Steve McGee Date: 12-8-20

Certified Operator #: C-8184 Phone #: 598-2121 Sampler's Fax #: \_\_\_\_\_

Sampler's E-mail: \_\_\_\_\_



## Aqua Pure Water & Sewage Service, LLC

3855 E. Silver Springs Blvd., Unit 107 Ocala, Florida 34470  
(352) 355-2383

### Florida Department of Environmental Protection Safe Drinking Water Program Laboratory Report

Page 2 of 4; Chain of Custody serves as Page 4 of this report

#### LABORATORY CERTIFICATION INFORMATION

Laboratory Name: Aqua Pure Water & Sewage Service, LLC Florida DOH Certification #: E83265 Certification Expiration Date: 6/30/2021  
Address: 3855 E. Silver Springs Blvd., Unit 107 Ocala, FL 34470 Phone #: (352) 355-2383

#### ANALYSIS INFORMATION

PWS ID: 3424620 System Name: Tradewinds Sample Number: Not Provided  
Sample Location: Point of Entry  
Laboratory Assigned Submission Number: 205168 Date Sample(s) Received: 12/8/20

Group(s) Analyzed & Results attached for compliance with Chapter 62-550, F.A.C.:  
Inorganics, Nitrate  
Inorganics, Nitrite

Subcontracted Laboratory DOH Certification Number(s): Not Applicable

Analyte Sheet(s) Attached

#### CERTIFICATION

I, Lisa K. Saupp, Charles B. Saupp, or Michael Morse, Technical Director, do HEREBY CERTIFY that all attached analytical data are correct and unless noted meet all requirements of the National Environmental Laboratory Accreditation Conference (NELAC).

Certainty & validity of the reported data are based upon method specific calibration and QA / QC acceptance criteria (available upon request).  
The results presented herein relate only to the samples submitted. If you have questions regarding this report please call Lisa Saupp at (352) 355-2383.

Signature: \_\_\_\_\_

*Michael Morse*

Date: December 14, 2020

#### COMPLIANCE DETERMINATION (to be completed by DEP or DOH -- attach notes as necessary)

Sample Collection & Analysis Satisfactory: ☐ Yes ☐ No

\_\_\_\_\_ Replacement Sample or Report Requested (circle or highlight group(s) above)

Person Notified: \_\_\_\_\_ Date Notified: \_\_\_\_\_

DEP / DOH Reviewing Official: \_\_\_\_\_



**Aqua Pure Water & Sewage Service, LLC**  
3855 E. Silver Springs Blvd., Unit 107 Ocala, Florida 34470  
(352) 355-2383

**Florida Department of Environmental Protection  
Safe Drinking Water Program Laboratory Report**

System Name: Tradewinds  
PWS ID: 3424620  
Submission Number: 205168

**INORGANIC CONTAMINANTS**  
62-550.310(1)

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier <sup>1</sup>	Analytical Method	Lab MDL	Analysis Date	Analysis Time	DOH Lab Cert #
1040	Nitrate (as N)	10	mg/L	0.59		EPA353.2	0.10	12/8/20	4:26 PM	E83265
1041	Nitrite (as N)	1	mg/L	0.05	U	EPA353.2	0.05	12/8/20	4:26 PM	E83265

defined in Florida Administrative Code Rule 62-160, Table 1

U - The compound was analyzed, but not detected; < laboratory method detection limit.



# AQUA PURE WATER & SEWAGE SERVICE, LLC

3855 E. Silver Springs Blvd., Unit 107  
Ocala, Florida 34470  
(352) 355-2383

## DRINKING WATER CHAIN OF CUSTODY

Date Received / Time Received

DEC 8 '20 PM 3:16

Client: Tradewinds Utilities

Submission Number: 205168

Report to: (Name and Mailing Address)

☒ On file

Parameter(s) Requested

Sample Number

### Inorganic Contaminants

☒ NO<sub>3</sub> ☒ NO<sub>2</sub> ☐ F

205168A

☐ CN

☐ All Metals ☐ Sb ☐ As ☐ Ba ☐ Be ☐ Cd ☐ Cr

☐ Pb ☐ Hg ☐ Ni ☐ Se ☐ Na ☐ Tl

☐ Asbestos

### Secondary Contaminants

☐ Cl ☐ SO<sub>4</sub> ☐ TDS ☐ F ☐ Color

☐ Odor

☐ Foaming Agents

☐ All Metals ☐ Al ☐ Cu ☐ Fe ☐ Mn ☐ Ag ☐ Zn

### Disinfection Byproducts

☐ Total THM (All 4) ☐ THM Partial:

☐ HAA (All 5) ☐ HAA Partial:

☐ Other:

### Radionuclides

☐ Gross Alpha ☐ Ra<sup>226</sup> ☐ Ra<sup>228</sup> ☐ U

☐ Other:

### Volatile Organic Contaminants

☐ All 21

☐ Partial:

### Synthetic Organic Contaminants

☐ All Except Dioxin

☐ Partial:

### Miscellaneous

☐ Turbidity ☐ Alkalinity ☐ Conductivity

☐ Total Sulfide

☐ Dissolved Metals (Field Filtered)

☐ o-PO<sub>4</sub> (Field filtered)

☐ Dissolved Oxygen

☐ Other:

☐ Other:

☐ Other:

☐ Other:

☐ Other:

Copy to: DEP Central

PO Number:

Contact Name: Steve McGee

Contact Phone: 352-598-2121

System Name: Tradewinds

System ID Number: 3424620

Sample Location: Point of Entry

Sampler Name: Steve McGee

Date Sample Collected: 12-8-20

Time Sample Collected: 1140 AM

Field Test Results (if applicable) Cl<sub>2</sub> Residual:

Temp: pH: DO:

Other:

### Sample Custody

Relinquished Signature: Steve McGee

Date: 12-8-20 Time: 1815 Condition:

Relinquished Signature:

Date: Time: Condition:

Relinquished Signature:

Date: Time: Condition:

### Laboratory Use Only

Received By: [Signature] Special

Sample Temp. at Time of Receipt: 1.9 °C ☒ On Ice ☐ Not on Ice

Check or Receipt Number and Initials:

Comments:



Florida Department of Environmental Protection  
Safe Drinking Water Program Laboratory Reporting Format

#213339

**PUBLIC WATER SYSTEM INFORMATION** (to be completed by sampler - please type or print legibly)

System Name: Tradewinds PWS I.D. #: 3424620  
System Type (check one): ☒ Community ☐ Nontransient Noncommunity ☐ Transient Noncommunity  
Address: 4121 NE 36th Ave  
City: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**SAMPLE INFORMATION** (to be completed by sampler)

Sample Number: \_\_\_\_\_ Sample Date: 8-4-21 Sample Time: 12:00 AM PM (circle one)  
Sample Location (be specific): 4121 NE 36th Ave (Big chik sink) Location Code: \_\_\_\_\_  
Disinfectant Residual (required when reporting results for trihalomethanes and haloacetic acids): 1.02 mg/L Field pH: \_\_\_\_\_ S.U.

Sample Type (check one only)

- ☐ Distribution  
☐ Entry Point (to distribution)  
☐ Plant Tap (not for compliance with 62-550)  
☐ Raw (at well or intake)  
☒ Max Residence Time  
☐ Ave Residence Time  
☐ Near First Customer

Reason(s) for Sample (check all that apply)

- ☐ Routine Compliance with 62-550  
☐ Confirmation of MCL Exceedance\*  
☐ Composite of Multiple Sites\*\*  
☐ Other: \_\_\_\_\_  
☐ Replacement (of invalidated sample)  
☐ Special (not for compliance with 62-550)  
☐ Clearance (permitting)

Sampling Procedure Used or Other Comments: \_\_\_\_\_

\*See 62-550.500(6) for requirements and restrictions.  
See 62-550.512(3) for nitrate or nitrite exceedances.

\*\*See 62-550.550(4) for requirements and attach result pages for each site.

**SAMPLER CERTIFICATION**

I, Reuben Law, \_\_\_\_\_, do HEREBY CERTIFY  
(Print Name) (Print Title)

that the above public water system and sample collection information is complete and correct.

Signature: [Signature] Date: 8-4-21  
Certified Operator #: B13153 Phone #: 352-661-8852 Sampler's Fax #: N/A  
Sampler's E-mail: randkewick@state.fl.gov

**REVIEWED**

By Miranda Rothenberger at 10:36 am, Sep 28, 2021





## Aqua Pure Water & Sewage Service, LLC

3855 E. Silver Springs Blvd., Unit 107 Ocala, Florida 34470  
(352) 355-2383

### Florida Department of Environmental Protection Safe Drinking Water Program Laboratory Report

Page 2 of 4; Chain of Custody serves as Page 4 of this report

#### LABORATORY CERTIFICATION INFORMATION

Laboratory Name: Aqua Pure Water & Sewage Service, LLC    Florida DOH Certification #: E83265    Certification Expiration Date: 6/30/2022  
Address: 3855 E. Silver Springs Blvd., Unit 107 Ocala, FL 34470    Phone #: (352) 355-2383

#### ANALYSIS INFORMATION

PWS ID: **3424620**    System Name: **Tradewinds**    Sample Number: Not Provided  
Sample Location: 4121 NE 36th Av (Big Dish Sink)  
Laboratory Assigned Submission Number: 213339    Date Sample(s) Received: 8/4/21

Group(s) Analyzed & Results attached for compliance with Chapter 62-550, F.A.C.:  
Disinfection Byproducts, Trihalomethanes  
Disinfection Byproducts, Haloacetic Acids

Subcontracted Laboratory DOH Certification Number(s): E84589 AEL

Analyte Sheet(s) Attached

#### CERTIFICATION

I, Lisa K. Saupp, Charles B. Saupp, or Michael Morse, Technical Director, do HEREBY CERTIFY that all attached analytical data are correct and unless noted meet all requirements of the National Environmental Laboratory Accreditation Conference (NELAC).

Certainty & validity of the reported data are based upon method specific calibration and QA / QC acceptance criteria (available upon request).  
The results presented herein relate only to the samples submitted. If you have questions regarding this report please call Lisa Saupp at (352) 355-2383.

Signature: \_\_\_\_\_

Date: August 23, 2021

#### COMPLIANCE DETERMINATION (to be completed by DEP or DOH -- attach notes as necessary)

Sample Collection & Analysis Satisfactory: ☐ Yes    ☐ No

\_\_\_\_\_ Replacement Sample or Report Requested (circle or highlight group(s) above)

Person Notified: \_\_\_\_\_ Date Notified: \_\_\_\_\_

DEP / DOH Reviewing Official: \_\_\_\_\_



## Aqua Pure Water & Sewage Service, LLC

3855 E. Silver Springs Blvd., Unit 107 Ocala, Florida 34470

(352) 355-2383

### Florida Department of Environmental Protection Safe Drinking Water Program Laboratory Report

System Name: Tradewinds

PWS ID: 3424620

Submission Number: 213339

Disinfectant Residual (mg/L): 1.02

#### DISINFECTION BYPRODUCTS

62-550.310(3)

Prep Date: 8/13/21

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier <sup>1</sup>	Analytical Method	Lab MDL	Regulatory MRL	Analysis Date	Analysis Time	DOH Lab Cert #
2450	Monochloroacetic Acid	N/A	µg/L	1.39		EPA552.2	0.98	2.0	8/15/21		E84589
2451	Dichloroacetic Acid	N/A	µg/L	2.84		EPA552.2	0.42	1.0	8/15/21		E84589
2452	Trichloroacetic Acid	N/A	µg/L	0.94	U	EPA552.2	0.94	1.0	8/15/21		E84589
2453	Monobromoacetic Acid	N/A	µg/L	1.29		EPA552.2	0.41	1.0	8/15/21		E84589
2454	Dibromoacetic Acid	N/A	µg/L	1.29		EPA552.2	0.74	1.0	8/15/21		E84589
2456	Total Haloacetic Acids (HAA5)	60	µg/L	6.81		EPA552.2	0.98	---	8/15/21		E84589

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier <sup>1</sup>	Analytical Method	Lab MDL	Regulatory MRL	Analysis Date	Analysis Time	DOH Lab Cert #
2941	Chloroform	N/A	µg/L	3.99		EPA524.2	0.32	1.0	8/12/21		E84589
2942	Bromoform	N/A	µg/L	3.65		EPA524.2	0.45	1.0	8/12/21		E84589
2943	Bromodichloromethane	N/A	µg/L	4.66		EPA524.2	0.42	1.0	8/12/21		E84589
2944	Dibromochloromethane	N/A	µg/L	4.06		EPA524.2	0.37	1.0	8/12/21		E84589
2950	Total Trihalomethanes (TTHM)	80	µg/L	16.36		EPA524.2	0.45	---	8/12/21		E84589

Defined in Florida Administrative Code Rule 62-160, Table 1

U - The compound was analyzed, but not detected; < laboratory method detection limit.

**AQUA PURE WATER & SEWAGE SERVICE, LLC**

3855 E. Silver Springs Blvd., Unit 107  
Ocala, Florida 34470  
(352) 355-2383

**DRINKING WATER CHAIN OF CUSTODY****Collect in August 2021**

Date Received / Time Received

AUG 4 '21 PM 12:15

ent: **Tradewinds Utilities**

port to: (Name and Mailing Address)

☒ On fileReuben Lawcopy to: **DEP Central**

D Number: \_\_\_\_\_

ontact Name: **Reuben Law**ontact Phone: **352-843-1040**stem Name: **Tradewinds**stem ID Number: **3424620**imple Location: **4121 NE 36th Av (Big Dish Sink)**impler Name: Reuben Lawate Sample Collected: 8/4/21me Sample Collected: 12:00eld Test Results (if applicable) Cl<sub>2</sub> Residual: 1.02

emp: \_\_\_\_\_ pH: \_\_\_\_\_ DO: \_\_\_\_\_

ther: \_\_\_\_\_

**imple Custody**elinquished Signature: [Signature]ate: 8-4-21 Time: 12:15 PM Condition: \_\_\_\_\_

elinquished Signature: \_\_\_\_\_

ate: \_\_\_\_\_ Time: \_\_\_\_\_ Condition: \_\_\_\_\_

elinquished Signature: \_\_\_\_\_

ate: \_\_\_\_\_ Time: \_\_\_\_\_ Condition: \_\_\_\_\_

**laboratory Use Only**ceived By: [Signature] ☐ Specialimple Temp. at Time of Receipt: 22.1 °C ☒ On Ice ☐ Not on IcePaid ☐ Check or Receipt Number and Initials: \_\_\_\_\_

omments: \_\_\_\_\_

Submission Number: 213339**Parameter(s) Requested****Sample Number****Inorganic Contaminants**☐ NO<sub>3</sub> ☐ NO<sub>2</sub> ☐ F☐ CN☐ All Metals ☐ Sb ☐ As ☐ Ba ☐ Be ☐ Cd ☐ Cr☐ Pb ☐ Hg ☐ Ni ☐ Se ☐ Na ☐ Ti☐ Asbestos**Secondary Contaminants**☐ Cl ☐ SO<sub>4</sub> ☐ TDS ☐ F ☐ Color☐ Odor☐ Foaming Agents☐ All Metals ☐ Al ☐ Cu ☐ Fe ☐ Mn ☐ Ag ☐ Zn**Disinfection Byproducts**☒ Total THM (All 4) ☐ THM Partial:☒ HAA (All 5) ☐ HAA Partial:☐ Other:**Radionuclides**☐ Gross Alpha ☐ Ra<sup>226</sup> ☐ Ra<sup>228</sup> ☐ U☐ Other:**Volatile Organic Contaminants**☐ All 21☐ Partial:**Synthetic Organic Contaminants**☐ All Except Dioxin☐ Partial:**Miscellaneous**☐ Turbidity ☐ Alkalinity ☐ Conductivity☐ Total Sulfide☐ Dissolved Metals (Field Filtered)☐ o-PO<sub>4</sub> (Field filtered)☐ Dissolved Oxygen☐ Other:☐ Other:☐ Other:☐ Other:☐ Other:

#213340

# Florida Department of Environmental Protection

## Safe Drinking Water Program Laboratory Reporting Format

### PUBLIC WATER SYSTEM INFORMATION (to be completed by sampler - please type or print legibly)

System Name: Tradewinds PWS I.D. #: 3424620

System Type (check one): ☒ Community ☐ Nontransient Noncommunity ☐ Transient Noncommunity

Address: \_\_\_\_\_

City: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

### SAMPLE INFORMATION (to be completed by sampler)

Sample Number: \_\_\_\_\_ Sample Date: 8-4-21 Sample Time: 11:50 AM PM (circle one)

Sample Location (be specific): 3535 NE 42nd St. (Front HB) Location Code: \_\_\_\_\_

Disinfectant Residual (required when reporting results for trihalomethanes and haloacetic acids): 0.83 mg/L Field pH: \_\_\_\_\_ S.U.

#### Sample Type (check one only)

- ☐ Distribution
- ☐ Entry Point (to distribution)
- ☐ Plant Tap (not for compliance with 62-550)
- ☐ Raw (at well or intake)
- ☒ Max Residence Time
- ☐ Ave Residence Time
- ☐ Near First Customer

#### Reason(s) for Sample (check all that apply)

- ☐ Routine Compliance with 62-550
- ☐ Confirmation of MCL Exceedance\*
- ☐ Composite of Multiple Sites\*\*
- ☐ Other: \_\_\_\_\_
- ☐ Replacement (of invalidated sample)
- ☐ Special (not for compliance with 62-550)
- ☐ Clearance (permitting)

Sampling Procedure Used or Other Comments: \_\_\_\_\_

\*See 62-550.500(6) for requirements and restrictions.  
See 62-550.512(3) for nitrate or nitrite exceedances.

\*\*See 62-550.550(4) for requirements and attach result pages for each site.

### SAMPLER CERTIFICATION

I, Robert Law, \_\_\_\_\_, do HEREBY CERTIFY  
(Print Name) (Print Title)

that the above public water system and sample collection information is complete and correct.

Signature: [Signature] Date: 8-4-21

Certified Operator #: B03113 Phone #: 352-661-5912 Sampler's Fax #: N/A

Sampler's E-mail: sandkenn@outlook.com



## Aqua Pure Water & Sewage Service, LLC

3855 E. Silver Springs Blvd., Unit 107 Ocala, Florida 34470  
(352) 355-2383

### Florida Department of Environmental Protection Safe Drinking Water Program Laboratory Report

Page 2 of 4; Chain of Custody serves as Page 4 of this report

#### LABORATORY CERTIFICATION INFORMATION

Laboratory Name: Aqua Pure Water & Sewage Service, LLC    Florida DOH Certification #: E83265    Certification Expiration Date: 6/30/2022  
Address: 3855 E. Silver Springs Blvd., Unit 107 Ocala, FL 34470    Phone #: (352) 355-2383

#### ANALYSIS INFORMATION

PWS ID: **3424620**    System Name: **Tradewinds**    Sample Number: Not Provided  
Sample Location: 3535 NE 42nd Pl (Front HB)  
Laboratory Assigned Submission Number: 213340    Date Sample(s) Received: 8/4/21

Group(s) Analyzed & Results attached for compliance with Chapter 62-550, F.A.C.:

Disinfection Byproducts, Trihalomethanes

Disinfection Byproducts, Haloacetic Acids

Subcontracted Laboratory DOH Certification Number(s): E84589 AEL

*Analyte Sheet(s) Attached*

#### CERTIFICATION

I, Lisa K. Saupp, Charles B. Saupp, or Michael Morse, Technical Director, do HEREBY CERTIFY that all attached analytical data are correct and unless noted meet all requirements of the National Environmental Laboratory Accreditation Conference (NELAC).

Certainty & validity of the reported data are based upon method specific calibration and QA / QC acceptance criteria (available upon request).

The results presented herein relate only to the samples submitted. If you have questions regarding this report please call Lisa Saupp at (352) 355-2383.

Signature: \_\_\_\_\_

*Michael Morse*

Date: August 23, 2021

#### COMPLIANCE DETERMINATION (to be completed by DEP or DOH -- attach notes as necessary)

Sample Collection & Analysis Satisfactory: ☐ Yes ☐ No

\_\_\_\_\_ Replacement Sample or Report Requested (circle or highlight group(s) above)

Person Notified: \_\_\_\_\_

Date Notified: \_\_\_\_\_

DEP / DOH Reviewing Official: \_\_\_\_\_



# Aqua Pure Water & Sewage Service, LLC

3855 E. Silver Springs Blvd., Unit 107 Ocala, Florida 34470  
(352) 355-2383

## Florida Department of Environmental Protection Safe Drinking Water Program Laboratory Report

System Name: Tradewinds

PWS ID: 3424620

Submission Number: 213340

Disinfectant Residual (mg/L): 0.83

### DISINFECTION BYPRODUCTS

62-550.310(3)

Prep Date: 8/13/21

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier <sup>1</sup>	Analytical Method	Lab MDL	Regulatory MRL	Analysis Date	Analysis Time	DOH Lab Cert #
2450	Monochloroacetic Acid	N/A	µg/L	1.28		EPA552.2	0.98	2.0	8/15/21		E84589
2451	Dichloroacetic Acid	N/A	µg/L	2.31		EPA552.2	0.42	1.0	8/15/21		E84589
2452	Trichloroacetic Acid	N/A	µg/L	0.94	U	EPA552.2	0.94	1.0	8/15/21		E84589
2453	Monobromoacetic Acid	N/A	µg/L	1.57		EPA552.2	0.41	1.0	8/15/21		E84589
2454	Dibromoacetic Acid	N/A	µg/L	1.14		EPA552.2	0.74	1.0	8/15/21		E84589
2456	Total Haloacetic Acids (HAA5)	60	µg/L	6.30		EPA552.2	0.98	---	8/15/21		E84589

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier <sup>1</sup>	Analytical Method	Lab MDL	Regulatory MRL	Analysis Date	Analysis Time	DOH Lab Cert #
2941	Chloroform	N/A	µg/L	2.95		EPA524.2	0.32	1.0	8/12/21		E84589
2942	Bromoform	N/A	µg/L	3.55		EPA524.2	0.45	1.0	8/12/21		E84589
2943	Bromodichloromethane	N/A	µg/L	3.73		EPA524.2	0.42	1.0	8/12/21		E84589
2944	Dibromochloromethane	N/A	µg/L	3.19		EPA524.2	0.37	1.0	8/12/21		E84589
2950	Total Trihalomethanes (TTHM)	80	µg/L	13.42		EPA524.2	0.45	---	8/12/21		E84589

Defined in Florida Administrative Code Rule 62-160, Table 1

U - The compound was analyzed, but not detected; < laboratory method detection limit.



**AQUA PURE WATER & SEWAGE SERVICE, LLC**

3855 E. Silver Springs Blvd., Unit 107  
Ocala, Florida 34470  
(352) 355-2383

**DRINKING WATER CHAIN OF CUSTODY****Collect in August 2021**

Date Received / Time Received

AUG 4 '21 4:27:15

ent: **Tradewinds Utilities**

port to: (Name and Mailing Address)

☒ On fileSubmission Number: 213340**Parameter(s) Requested****Sample Number****Inorganic Contaminants**☐ NO<sub>3</sub> ☐ NO<sub>2</sub> ☐ F☐ CN☐ All Metals ☐ Sb ☐ As ☐ Ba ☐ Be ☐ Cd ☐ Cr☐ Pb ☐ Hg ☐ Ni ☐ Se ☐ Na ☐ TI☐ Asbestos**Secondary Contaminants**☐ Cl ☐ SO<sub>4</sub> ☐ TDS ☐ F ☐ Color☐ Odor☐ Foaming Agents☐ All Metals ☐ Al ☐ Cu ☐ Fe ☐ Mn ☐ Ag ☐ Zn**Disinfection Byproducts**☒ Total THM (All 4) ☐ THM Partial:☒ HAA (All 5) ☐ HAA Partial:☐ Other:**Radionuclides**☐ Gross Alpha ☐ Ra<sup>226</sup> ☐ Ra<sup>228</sup> ☐ U☐ Other:**Volatile Organic Contaminants**☐ All 21☐ Partial:**Synthetic Organic Contaminants**☐ All Except Dioxin☐ Partial:**Miscellaneous**☐ Turbidity ☐ Alkalinity ☐ Conductivity☐ Total Sulfide☐ Dissolved Metals (Field Filtered)☐ o-PO<sub>4</sub> (Field filtered)☐ Dissolved Oxygen☐ Other:☐ Other:☐ Other:☐ Other:☐ Other:

J Number: \_\_\_\_\_

ontact Name: **Reuben Law**ontact Phone: **352-843-1040**ystem Name: **Tradewinds**ystem ID Number: **3424620**ample Location: **3535 NE 42nd Pl (Front HB)**ampler Name: **Reuben Law**ate Sample Collected: **8/4/21**me Sample Collected: **11:50**eld Test Results (if applicable) Cl<sub>2</sub> Residual: **0.83**

emp: \_\_\_\_\_ pH: \_\_\_\_\_ DO: \_\_\_\_\_

ther: \_\_\_\_\_

**Sample Custody**elinquished Signature: **Reuben Law**ate: **8-4-21** Time: **12:15 PM** Condition: \_\_\_\_\_

elinquished Signature: \_\_\_\_\_

ate: \_\_\_\_\_ Time: \_\_\_\_\_ Condition: \_\_\_\_\_

elinquished Signature: \_\_\_\_\_

ate: \_\_\_\_\_ Time: \_\_\_\_\_ Condition: \_\_\_\_\_

**Laboratory Use Only**ceived By: **[Signature]** ☐ Specialmple Temp. at Time of Receipt: **22.1** °C ☒ On Ice ☐ Not on Ice

Paid Check or Receipt Number and Initials: \_\_\_\_\_

mments: \_\_\_\_\_



**Aqua Pure Water & Sewage Service, LLC**  
3855 E. Silver Springs Blvd., Unit 107 Ocala, Florida 34470  
(352) 355-2383

## ***Certification of Lead and Copper Tap Sample Collection Methods***

**Complete this form and send packet to your governing DEP agency or ACPHU**

Submission Number: 214534

Water System Name: Tradewinds

Contact Person: Reuben Law

System Type (Circle One):

CWS

or

NTNCWS

Telephone Number: 352-661-8952

PWS Identification Number: 3424620

Mailing Address: NE 43rd Pl + 27th Ct  
Ocala, FL 34478

Population Served: 1313+

I certify that:

Each first draw tap sample for lead and copper is one liter in volume and has stood motionless in the plumbing system of each sampling site for at least six hours.

Each first draw sample collected from a single family residence has been collected from the cold water kitchen tap or bathroom sink tap of routine drinking water source.

Each first draw sample collected from a non-residential building has been collected at an interior tap from which water is typically drawn for consumption.

Each first draw sample collected during an annual or triennial monitoring period has been collected in the months of June, July, August, or September.

Each resident who volunteered to collect tap water samples from his or her home has been properly instructed in the proper method for collecting lead and copper samples.

I do not challenge the accuracy of those sampling results. Enclosed is a copy of the material distributed to residents explaining the proper collection methods, and a list of residents who performed sampling.

Signature of Authorized PWS Representative: Reuben Law

Name (Please Print): Reuben Law

Title: Operator

Date: 10/30/21





**Aqua Pure Water & Sewage Service, LLC**  
3855 E. Silver Springs Blvd., Unit 107 Ocala, Florida 34470  
(352) 355-2383

**PUBLIC DRINKING WATER SYSTEM  
LABORATORY ANALYSIS REPORT FOR  
LEAD AND COPPER TAP SAMPLES**

Certified Laboratory Name: Aqua Pure Water & Sewage Service, LLC

DOH Certification Number: E83265

Laboratory Contact: Lisa K. Saupp, Laboratory Director

Phone Number: (352) 355-2383

Subcontractor's Name: Advanced Environmental Laboratories, Inc.

DOH Certification Number: E82574 E84589 E82001 E82535

Phone Number: (352) 377-2349

The attached sampling analytical results were submitted by the following public water system. Unless otherwise noted below each sample container contained one liter of solution ( $\pm$  100 mL). All samples were, to the best of our knowledge, taken properly by the following system and analyzed in accordance with the requirements listed on page 26560 of the June 7, 1991 Federal Register. Tap sampling dates were reported for each sample received.

Submission Number: **214534**

Public Water System Name: **Tradewinds**

Public Water System I.D. Number: **3424620**

The results presented herein relate only to the samples submitted. If you have questions regarding this report please call Lisa Saupp at (352) 355-2383.

I, Lisa K. Saupp, Charles B. Saupp, or Michael Morse, Technical Director, do HEREBY CERTIFY that all attached analytical data are correct and unless noted meet all requirements of the National Environmental Laboratory Accreditation Conference (NELAC).

DQ = Data Qualifier

Signature

Date: October 27, 2021

**COMPLIANCE INFORMATION (to be completed by State)**

Sample Collection Satisfactory: \_\_\_\_\_

Sample Analysis Satisfactory: \_\_\_\_\_

Resample Requested For: \_\_\_\_\_

Reason: \_\_\_\_\_

Person Notified to Resample: \_\_\_\_\_

Date Notified: \_\_\_\_\_

DEP / DOH Reviewing Official: \_\_\_\_\_



**Aqua Pure Water & Sewage Service, LLC**  
3855 E. Silver Springs Blvd., Unit 107 Ocala, Florida 34470  
(352) 355-2383

**PUBLIC DRINKING WATER SYSTEM  
LABORATORY ANALYSIS REPORT FOR  
LEAD AND COPPER TAP SAMPLES**

Public Water System Name: **Tradewinds**

Public Water System I.D. Number: **3424620**

Submission Number: 214534

Parameter ID: **Lead (1030)**

Detection Limit: 0.0005 mg/L

Analytical Method: EPA200.8

Analysis Date(s): 10/20/21

Rank (Lowest to Highest)	Laboratory Sample ID	Result (mg/L)	DQ	Tier #	Tap Sample Location	Type of Tap Sampled	Date Sampled
1	214539	0.00050	U	NP	4222 NE 35th Ave	Kitchen	09/24/21
2	214543	0.00050	U	NP	3565 NE 42nd Place	Kitchen	09/29/21
3	214542	0.00051	I	NP	2960 NE 42nd Place	Bath	09/21/21
4	214536	0.00052	I	NP	3520 NE 42nd Place	Kitchen	09/15/21
5	214538	0.00052	I	NP	2720 NE 45th St	Kitchen	09/16/21
6	214537	0.00065	I	NP	3185 NE 45th St	Kitchen	09/16/21
7	214534	0.00066	I	NP	3535 NE 42nd Place	Bath	09/21/21
8	214540	0.00066	I	NP	3125 NE 44th Place	Bath	09/15/21
9	214541	0.00074	I	NP	3000 NE 43rd Place	Kitchen	09/21/21
10	214535	0.00092	I	NP	4219 NE 33rd Ave	Kitchen	09/24/21

90th Percentile for Lead (mg/L) = **0.00074**

U - The compound was analyzed, but not detected; < laboratory method detection limit.

I - The reported value is ≥ laboratory method detection limit but < laboratory practical quantitation limit.

NP - Not Provided



**Aqua Pure Water & Sewage Service, LLC**  
3855 E. Silver Springs Blvd., Unit 107 Ocala, Florida 34470  
(352) 355-2383

**PUBLIC DRINKING WATER SYSTEM  
LABORATORY ANALYSIS REPORT FOR  
LEAD AND COPPER TAP SAMPLES**

Public Water System Name: **Tradewinds**

Public Water System I.D. Number: **3424620**

Submission Number: 214534

Parameter ID: **Copper (1022)**

Detection Limit: 0.0010 mg/L

Analytical Method: EPA200.8

Analysis Date(s): 10/20/21

Rank (Lowest to Highest)	Laboratory Sample ID	Result (mg/L)	DQ	Tier #	Tap Sample Location	Type of Tap Sampled	Date Sampled
1	214543	0.0052		NP	3565 NE 42nd Place	Kitchen	09/29/21
2	214539	0.0073		NP	4222 NE 35th Ave	Kitchen	09/24/21
3	214542	0.0087		NP	2960 NE 42nd Place	Bath	09/21/21
4	214536	0.011		NP	3520 NE 42nd Place	Kitchen	09/15/21
5	214538	0.011		NP	2720 NE 45th St	Kitchen	09/16/21
6	214534	0.012		NP	3535 NE 42nd Place	Bath	09/21/21
7	214537	0.013		NP	3185 NE 45th St	Kitchen	09/16/21
8	214540	0.014		NP	3125 NE 44th Place	Bath	09/15/21
9	214541	0.015		NP	3000 NE 43rd Place	Kitchen	09/21/21
10	214535	0.016		NP	4219 NE 33rd Ave	Kitchen	09/24/21

90th Percentile for Copper (mg/L) = **0.015**

NP - Not Provided

**AQUA PURE WATER & SEWAGE SERVICE, LLC**

3855 E. Silver Springs Blvd., Unit 107  
Ocala, Florida 34470  
(352) 355-2383

**To Be Completed By Laboratory**

Date Received / Time Received

SEP 21 2021

**LEAD and COPPER Sample Form & Certification of Training for Sample Collection****PLEASE RETURN THIS SHEET WITH WATER SAMPLE. THANK YOU FOR YOUR COOPERATION.****To Be Completed By Public Water System**

Client: Tradewinds Utilities Plan ID #: \_\_\_\_\_ Tier #: \_\_\_\_\_ Bottle #: 1

Report to: (Name and Mailing Address) ☒ On File System Name: Tradewinds

System ID #: 3424620 System Type: ☒ Community ☐ Non-Transient Non-Community

Sample Location: \_\_\_\_\_

Contact Name: Reuben Law Contact Phone: 352-843-1040

**Instructions for Sample Collector / Homeowner or Site Contact**

If you have any questions please call: Reuben Law Phone Number: 352-843-1040

Samples for Lead and Copper testing are being collected from your home or business according to EPA requirements. These samples are required to determine the contribution of faucet fixtures and household pipes &/or solder to the levels of Lead or Copper in your drinking water. In order to comply with EPA requirements we will require your cooperation. The sample location has been predetermined by a State approved sampling plan and your home or business was selected. The sample is to be collected after an extended period of at least 6 hours stagnant water conditions (no water usage in this period). Due to this requirement we suggest that you collect your sample first thing in the morning BEFORE any water usage, alternately collect in the evening when you return from being out.

**Please Note the Following Important Information:**

- 1.) Prior arrangements will be made with you to coordinate delivery or pickup of your sample once you have it collected.
- 2.) MINIMUM of 6 hours with no water usage from the tap to be sampled is required. Please be sure you have met this condition before you fill the bottle. Do not use a tap that is attached to a water softener or point of use filter, if possible.
- 3.) Cold Water Kitchen or Bathroom faucet MUST be used for this sample, DO NOT remove the aerator. Place opened bottle below faucet BEFORE turning on water. Gently open cold water tap and fill bottle completely (to within 1/2 inch of top, without overflowing).
- 4.) Tightly cap the bottle and complete the following information. Thank you for your cooperation, you will be provided with a copy of these results as soon as practical.

**To Be Completed By Sampler**

Address: 3535 NE 42nd Place

Water Last Used: Date 9-20-21 and Time 11:15 a.m. or ☒ p.m. (circle one)

Sample Collected: Date 9-21-21 and Time 8 a.m. or ☒ p.m. (circle one)

Sample Tap Location: KITCHEN ☒ BATH (circle one) Other (specify): \_\_\_\_\_

I have read the above instructions and have collected my sample accordingly:

Print Name: Marta Torres Signature: Marta Torres

**To Be Completed By Laboratory**

Received By: MM Sample #: 214534 Sample Volume <900 mLs: ☐ Yes ☒ No

**Submission Summary (if applicable)**

Submission Number: 214534 Sample Number: 214534 to 214543 Total Number of Samples: 10

Sample Number(s) of containers containing <900 mLs: \_\_\_\_\_

Comments: \_\_\_\_\_ ☐ Special ☐ Paid Check / Receipt # / Initials: \_\_\_\_\_

**AQUA PURE WATER & SEWAGE SERVICE, LLC**

3855 E. Silver Springs Blvd., Unit 107  
Ocala, Florida 34470  
(352) 355-2383

*please call  
622-4949  
when  
items are ready for pick-up - Thanks*

To Be Completed By Laboratory

Date Received / Time Received

SEP 20 21 4:50

**LEAD and COPPER Sample Form & Certification of Training for Sample Collection****PLEASE RETURN THIS SHEET WITH WATER SAMPLE. THANK YOU FOR YOUR COOPERATION.****To Be Completed By Public Water System**

Client: Tradewinds Utilities Plan ID #: \_\_\_\_\_ Tier #: \_\_\_\_\_ Bottle #: 2

Report to: (Name and Mailing Address) ☒ On File System Name: Tradewinds

System ID #: 3424620 System Type: ☒ Community ☐ Non-Transient Non-Community

Sample Location: \_\_\_\_\_

Contact Name: Reuben Law Contact Phone: 352-843-1040

**Instructions for Sample Collector / Homeowner or Site Contact**

If you have any questions please call: Reuben Law Phone Number: 352-843-1040

Samples for Lead and Copper testing are being collected from your home or business according to EPA requirements. These samples are required to determine the contribution of faucet fixtures and household pipes &/or solder to the levels of Lead or Copper in your drinking water. In order to comply with EPA requirements we will require your cooperation. The sample location has been predetermined by a State approved sampling plan and your home or business was selected. The sample is to be collected after an extended period of at least 6 hours stagnant water conditions (no water usage in this period). Due to this requirement we suggest that you collect your sample first thing in the morning BEFORE any water usage, alternately collect in the evening when you return from being out.

**Please Note the Following Important Information:**

- 1.) Prior arrangements will be made with you to coordinate delivery or pickup of your sample once you have it collected.
- 2.) MINIMUM of 6 hours with no water usage from the tap to be sampled is required. Please be sure you have met this condition before you fill the bottle. Do not use a tap that is attached to a water softener or point of use filter, if possible.
- 3.) Cold Water Kitchen or Bathroom faucet MUST be used for this sample, DO NOT remove the aerator. Place opened bottle below faucet BEFORE turning on water. Gently open cold water tap and fill bottle completely (to within 1/2 inch of top, without overflowing).
- 4.) Tightly cap the bottle and complete the following information. Thank you for your cooperation, you will be provided with a copy of these results as soon as practical.

**To Be Completed By Sampler**

Address: 4219 NE 33<sup>rd</sup> Ave.

Water Last Used: Date 9-23-21 and Time 10:00 a.m. or ☒ p.m. (circle one)

Sample Collected: Date 9-24-21 and Time 8:30 ☒ a.m. or p.m. (circle one)

Sample Tap Location: ☒ KITCHEN ☐ BATH (circle one) Other (specify): \_\_\_\_\_

I have read the above instructions and have collected my sample accordingly:

Print Name: Steven Carroll Signature: Steven Carroll

**To Be Completed By Laboratory**

Received By: TM Sample #: 214535 Sample Volume <900 mLs: ☐ Yes ☒ No

**Submission Summary (if applicable)**

Submission Number: \_\_\_\_\_ Sample Number: \_\_\_\_\_ to \_\_\_\_\_ Total Number of Samples: \_\_\_\_\_

Sample Number(s) of containers containing <900 mLs: \_\_\_\_\_

Comments: \_\_\_\_\_ ☐ Special ☐ Paid Check / Receipt # / Initials: \_\_\_\_\_



AQUA PURE WATER & SEWAGE SERVICE, LLC

3855 E. Silver Springs Blvd., Unit 107

Ocala, Florida 34470

(352) 355-2383

622-4949

When

Items are ready for pickup - Thanks

To Be Completed By Laboratory

Date Received / Time Received

SEP 20 '21 4:30

# LEAD and COPPER Sample Form & Certification of Training for Sample Collection

PLEASE RETURN THIS SHEET WITH WATER SAMPLE. THANK YOU FOR YOUR COOPERATION.

## To Be Completed By Public Water System

Client: Tradewinds Utilities

Plan ID #: \_\_\_\_\_

Tier #: \_\_\_\_\_

Bottle #: 3

Report to: (Name and Mailing Address) \_\_\_\_\_

☒ On File

System Name: Tradewinds

System ID #: 3424620

System Type: ☒ Community ☐ Non-Transient Non-Community

Sample Location: \_\_\_\_\_

Contact Name: Reuben Law

Contact Phone: 352-843-1040

## Instructions for Sample Collector / Homeowner or Site Contact

If you have any questions please call: Reuben Law

Phone Number: 352-843-1040

Samples for Lead and Copper testing are being collected from your home or business according to EPA requirements. These samples are required to determine the contribution of faucet fixtures and household pipes &/or solder to the levels of Lead or Copper in your drinking water. In order to comply with EPA requirements we will require your cooperation. The sample location has been predetermined by a State approved sampling plan and your home or business was selected. The sample is to be collected after an extended period of at least 6 hours stagnant water conditions (no water usage in this period). Due to this requirement we suggest that you collect your sample first thing in the morning BEFORE any water usage, alternately collect in the evening when you return from being out.

### Please Note the Following Important Information:

- 1.) Prior arrangements will be made with you to coordinate delivery or pickup of your sample once you have it collected.
- 2.) MINIMUM of 6 hours with no water usage from the tap to be sampled is required. Please be sure you have met this condition before you fill the bottle. Do not use a tap that is attached to a water softener or point of use filter, if possible.
- 3.) Cold Water Kitchen or Bathroom faucet MUST be used for this sample, DO NOT remove the aerator. Place opened bottle below faucet BEFORE turning on water. Gently open cold water tap and fill bottle completely (to within 1/2 inch of top, without overflowing).
- 4.) Tightly cap the bottle and complete the following information. Thank you for your cooperation, you will be provided with a copy of these results as soon as practical.

## To Be Completed By Sampler

Address: 3520 NE 42nd Place

Water Last Used: Date 9/17/21 and Time 3:30 AM a.m. or p.m. (circle one)

Sample Collected: Date 9/15/21 and Time 1:00 PM a.m. or p.m. (circle one)

Sample Tap Location: KITCHEN / BATH (circle one)

Other (specify): \_\_\_\_\_

I have read the above instructions and have collected my sample accordingly:

Print Name: Lynda Hughes

Signature: Lynda Hughes

## To Be Completed By Laboratory

Received By: Turn

Sample #: 214536

Sample Volume <900 mLs: ☐ Yes ☒ No

### Submission Summary (if applicable)

Submission Number: \_\_\_\_\_ Sample Number: \_\_\_\_\_ to \_\_\_\_\_ Total Number of Samples: \_\_\_\_\_

Sample Number(s) of containers containing <900 mLs: \_\_\_\_\_

Comments: \_\_\_\_\_

☐ Special

☐ Paid

Check / Receipt # / Initials: \_\_\_\_\_



**AQUA PURE WATER & SEWAGE SERVICE, LLC**

3855 E. Silver Springs Blvd., Unit 107  
Ocala, Florida 34470  
(352) 355-2383

622-4949  
When

**To Be Completed By Laboratory**

Date Received / Time Received

SEP 30 '21 04:10

**LEAD and COPPER Sample Form & Certification of Training for Sample Collection****PLEASE RETURN THIS SHEET WITH WATER SAMPLE. THANK YOU FOR YOUR COOPERATION.****To Be Completed By Public Water System**

Client: Tradewinds Utilities Plan ID #: \_\_\_\_\_ Tier #: \_\_\_\_\_ Bottle #: 4

Report to: (Name and Mailing Address) ☒ On File System Name: Tradewinds

System ID #: 3424620 System Type: ☒ Community ☐ Non-Transient Non-Community

Sample Location: \_\_\_\_\_

Contact Name: Reuben Law Contact Phone: 352-843-1040

**Instructions for Sample Collector / Homeowner or Site Contact**

If you have any questions please call: Reuben Law Phone Number: 352-843-1040

Samples for Lead and Copper testing are being collected from your home or business according to EPA requirements. These samples are required to determine the contribution of faucet fixtures and household pipes &/or solder to the levels of Lead or Copper in your drinking water. In order to comply with EPA requirements we will require your cooperation. The sample location has been predetermined by a State approved sampling plan and your home or business was selected. The sample is to be collected after an extended period of at least 6 hours stagnant water conditions (no water usage in this period). Due to this requirement we suggest that you collect your sample first thing in the morning BEFORE any water usage, alternately collect in the evening when you return from being out.

**Please Note the Following Important Information:**

- 1.) Prior arrangements will be made with you to coordinate delivery or pickup of your sample once you have it collected.
- 2.) MINIMUM of 6 hours with no water usage from the tap to be sampled is required. Please be sure you have met this condition before you fill the bottle. Do not use a tap that is attached to a water softener or point of use filter, if possible.
- 3.) Cold Water Kitchen or Bathroom faucet MUST be used for this sample, DO NOT remove the aerator. Place opened bottle below faucet BEFORE turning on water. Gently open cold water tap and fill bottle completely (to within 1/2 inch of top, without overflowing).
- 4.) Tightly cap the bottle and complete the following information. Thank you for your cooperation, you will be provided with a copy of these results as soon as practical.

**To Be Completed By Sampler**Address: 3185 NE 45th St.Water Last Used: Date Sept. 16, 2021 and Time 8:04 am (a.m.) or p.m. (circle one)Sample Collected: Date Sept. 16, 2021 and Time 8:04 am (a.m.) or p.m. (circle one)Sample Tap Location: KITCHEN / BATH (circle one) Other (specify): \_\_\_\_\_

I have read the above instructions and have collected my sample accordingly:

Print Name: Deborah ZunigaSignature: Deborah Zuniga**To Be Completed By Laboratory**Received By: JLM Sample #: 214537Sample Volume <900 mLs: ☐ Yes ☒ No**Submission Summary (if applicable)**

Submission Number: \_\_\_\_\_ Sample Number: \_\_\_\_\_ to \_\_\_\_\_ Total Number of Samples: \_\_\_\_\_

Sample Number(s) of containers containing &lt;900 mLs: \_\_\_\_\_

Comments: \_\_\_\_\_ ☐ Special ☐ Paid Check / Receipt # / Initials: \_\_\_\_\_

**AQUA PURE WATER & SEWAGE SERVICE, LLC**

3855 E. Silver Springs Blvd., Unit 107

Ocala, Florida 34470

(352) 355-2383

To Be Completed By Laboratory

Date Received / Time Received

SEP 30 '12 4:51:10

622-4949  
when

items are ready for pickup - Thanks

**LEAD and COPPER Sample Form & Certification of Training for Sample Collection****PLEASE RETURN THIS SHEET WITH WATER SAMPLE. THANK YOU FOR YOUR COOPERATION.****To Be Completed By Public Water System**Client: Tradewinds Utilities

Plan ID #: \_\_\_\_\_

Tier #: \_\_\_\_\_

Bottle #: 5

Report to: (Name and Mailing Address) \_\_\_\_\_

☒ On FileSystem Name: TradewindsSystem ID #: 3424620System Type: ☒ Community ☐ Non-Transient Non-Community

Sample Location: \_\_\_\_\_

Contact Name: Reuben LawContact Phone: 352-843-1040**Instructions for Sample Collector / Homeowner or Site Contact**If you have any questions please call: Reuben LawPhone Number: 352-843-1040

Samples for Lead and Copper testing are being collected from your home or business according to EPA requirements. These samples are required to determine the contribution of faucet fixtures and household pipes &/or solder to the levels of Lead or Copper in your drinking water. In order to comply with EPA requirements we will require your cooperation. The sample location has been predetermined by a State approved sampling plan and your home or business was selected. The sample is to be collected after an extended period of at least 6 hours stagnant water conditions (no water usage in this period). Due to this requirement we suggest that you collect your sample first thing in the morning BEFORE any water usage, alternately collect in the evening when you return from being out.

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- 3.) Cold Water Kitchen or Bathroom faucet MUST be used for this sample, DO NOT remove the aerator. Place opened bottle below faucet BEFORE turning on water. Gently open cold water tap and fill bottle completely (to within 1/2 inch of top, without overflowing).
- 4.) Tightly cap the bottle and complete the following information. Thank you for your cooperation, you will be provided with a copy of these results as soon as practical.

**To Be Completed By Sampler**Address: 2720 NE 45th StWater Last Used: Date 9/15/12 and Time 8:10 a.m. or ☒ p.m. (circle one)Sample Collected: Date 9/16/12 and Time 6:50 ☒ a.m. or p.m. (circle one)Sample Tap Location: ☒ KITCHEN ☐ BATH (circle one)

Other (specify): \_\_\_\_\_

I have read the above instructions and have collected my sample accordingly:

Print Name: Tami AmickSignature: Tami Amick**To Be Completed By Laboratory**Received By: mmSample #: 214538

Sample Volume &lt;900 mLs:

Yes

No

**Submission Summary (if applicable)**

Submission Number: \_\_\_\_\_ Sample Number: \_\_\_\_\_ to \_\_\_\_\_ Total Number of Samples: \_\_\_\_\_

Sample Number(s) of containers containing &lt;900 mLs: \_\_\_\_\_

Comments: \_\_\_\_\_

☐ Special☐ Paid

Check / Receipt # / Initials: \_\_\_\_\_



**AQUA PURE WATER & SEWAGE SERVICE, LLC**

3855 E. Silver Springs Blvd., Unit 107

Ocala, Florida 34470

(352) 355-2383

**To Be Completed By Laboratory**

Date Received / Time Received

SEP 30/21 10:11

**LEAD and COPPER Sample Form & Certification of Training for Sample Collection****PLEASE RETURN THIS SHEET WITH WATER SAMPLE. THANK YOU FOR YOUR COOPERATION.****To Be Completed By Public Water System**

Client: Tradewinds Utilities Plan ID #: \_\_\_\_\_ Tier #: \_\_\_\_\_ Bottle #: 6

Report to: (Name and Mailing Address) ☒ On File System Name: Tradewinds

System ID #: 3424620 System Type: ☒ Community ☐ Non-Transient Non-Community

Sample Location: \_\_\_\_\_

Contact Name: Reuben Law Contact Phone: 352-843-1040

**Instructions for Sample Collector / Homeowner or Site Contact**

If you have any questions please call: Reuben Law Phone Number: 352-843-1040

Samples for Lead and Copper testing are being collected from your home or business according to EPA requirements. These samples are required to determine the contribution of faucet fixtures and household pipes &/or solder to the levels of Lead or Copper in your drinking water. In order to comply with EPA requirements we will require your cooperation. The sample location has been predetermined by a State approved sampling plan and your home or business was selected. The sample is to be collected after an extended period of at least 6 hours stagnant water conditions (no water usage in this period). Due to this requirement we suggest that you collect your sample first thing in the morning BEFORE any water usage, alternately collect in the evening when you return from being out.

**Please Note the Following Important Information:**

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- 2.) MINIMUM of 6 hours with no water usage from the tap to be sampled is required. Please be sure you have met this condition before you fill the bottle. Do not use a tap that is attached to a water softener or point of use filter, if possible.
- 3.) Cold Water Kitchen or Bathroom faucet MUST be used for this sample, DO NOT remove the aerator. Place opened bottle below faucet BEFORE turning on water. Gently open cold water tap and fill bottle completely (to within 1/2 inch of top, without overflowing).
- 4.) Tightly cap the bottle and complete the following information. Thank you for your cooperation, you will be provided with a copy of these results as soon as practical.

**To Be Completed By Sampler**

Address: 4222 NE 35<sup>th</sup> Ave.

Water Last Used: Date 9-23-21 and Time 12:00 a.m. or p.m. (circle one)

Sample Collected: Date 9-24-21 and Time 8:00 a.m. or p.m. (circle one)

Sample Tap Location: KITCHEN / BATH (circle one) Other (specify): \_\_\_\_\_

I have read the above instructions and have collected my sample accordingly:

Print Name: Steve Carroll Signature: Steve Carroll

**To Be Completed By Laboratory**

Received By: JLM Sample #: 214539 Sample Volume <900 mLs: ☐ Yes ☒ No

Submission Summary (if applicable)

Submission Number: \_\_\_\_\_ Sample Number: \_\_\_\_\_ to \_\_\_\_\_ Total Number of Samples: \_\_\_\_\_

Sample Number(s) of containers containing <900 mLs: \_\_\_\_\_

Comments: \_\_\_\_\_ ☐ Special ☐ Paid Check / Receipt # / Initials: \_\_\_\_\_



# AQUA PURE WATER & SEWAGE SERVICE, LLC

3855 E. Silver Springs Blvd., Unit 107

Ocala, Florida 34470

(352) 355-2383

To Be Completed By Laboratory

Date Received / Time Received

## LEAD and COPPER Sample Form & Certification of Training for Sample Collection

PLEASE RETURN THIS SHEET WITH WATER SAMPLE. THANK YOU FOR YOUR COOPERATION.

### To Be Completed By Public Water System

Client: Tradewinds Utilities Plan ID #: \_\_\_\_\_ Tier #: \_\_\_\_\_ Bottle #: 7  
Report to: (Name and Mailing Address) ☒ On File System Name: Tradewinds  
System ID #: 3424620 System Type: ☒ Community ☐ Non-Transient Non-Community  
Sample Location: \_\_\_\_\_  
Contact Name: Reuben Law Contact Phone: 352-843-1040

### Instructions for Sample Collector / Homeowner or Site Contact

If you have any questions please call: Reuben Law Phone Number: 352-843-1040

Samples for Lead and Copper testing are being collected from your home or business according to EPA requirements. These samples are required to determine the contribution of faucet fixtures and household pipes &/or solder to the levels of Lead or Copper in your drinking water. In order to comply with EPA requirements we will require your cooperation. The sample location has been predetermined by a State approved sampling plan and your home or business was selected. The sample is to be collected after an extended period of at least 6 hours stagnant water conditions (no water usage in this period). Due to this requirement we suggest that you collect your sample first thing in the morning BEFORE any water usage, alternately collect in the evening when you return from being out.

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- 4.) Tightly cap the bottle and complete the following information. Thank you for your cooperation, you will be provided with a copy of these results as soon as practical.

### To Be Completed By Sampler

Address: 3125 NE 44th Place  
Water Last Used: Date 9/12/21 and Time ? a.m. or p.m. (circle one)  
Sample Collected: Date 9/15/21 and Time 1:29 a.m. or p.m. (circle one)  
Sample Tap Location: KITCHEN ☒ BATH (circle one) Other (specify): \_\_\_\_\_  
I have read the above instructions and have collected my sample accordingly:  
Print Name: Don Kissinger Signature: [Signature]

### To Be Completed By Laboratory

Received By: [Signature] Sample #: 214540 Sample Volume <900 mLs: ☐ Yes ☒ No  
Submission Summary (if applicable)  
Submission Number: \_\_\_\_\_ Sample Number: \_\_\_\_\_ to \_\_\_\_\_ Total Number of Samples: \_\_\_\_\_  
Sample Number(s) of containers containing <900 mLs: \_\_\_\_\_  
Comments: \_\_\_\_\_ ☐ Special ☐ Paid Check / Receipt # / Initials: \_\_\_\_\_

**AQUA PURE WATER & SEWAGE SERVICE, LLC**

3855 E. Silver Springs Blvd., Unit 107  
Ocala, Florida 34470  
(352) 355-2383

*Items are ready for  
Pick-up - Thanks*

To Be Completed By Laboratory  
Date Received / Time Received

SEP 20 '21 04:40:00

**LEAD and COPPER Sample Form & Certification of Training for Sample Collection**

**PLEASE RETURN THIS SHEET WITH WATER SAMPLE. THANK YOU FOR YOUR COOPERATION.**

**To Be Completed By Public Water System**

Client: Tradewinds Utilities Plan ID #: \_\_\_\_\_ Tier #: \_\_\_\_\_ Bottle #: 8  
Report to: (Name and Mailing Address) ☒ On File System Name: Tradewinds  
System ID #: 3424620 System Type: ☒ Community ☐ Non-Transient Non-Community  
Sample Location: \_\_\_\_\_  
Contact Name: Reuben Law Contact Phone: 352-843-1040

**Instructions for Sample Collector / Homeowner or Site Contact**

If you have any questions please call: Reuben Law Phone Number: 352-843-1040

Samples for Lead and Copper testing are being collected from your home or business according to EPA requirements. These samples are required to determine the contribution of faucet fixtures and household pipes &/or solder to the levels of Lead or Copper in your drinking water. In order to comply with EPA requirements we will require your cooperation. The sample location has been predetermined by a State approved sampling plan and your home or business was selected. The sample is to be collected after an extended period of at least 6 hours stagnant water conditions (no water usage in this period). Due to this requirement we suggest that you collect your sample first thing in the morning BEFORE any water usage, alternately collect in the evening when you return from being out.

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- 3.) Cold Water Kitchen or Bathroom faucet MUST be used for this sample, DO NOT remove the aerator. Place opened bottle below faucet BEFORE turning on water. Gently open cold water tap and fill bottle completely (to within 1/2 inch of top, without overflowing).
- 4.) Tightly cap the bottle and complete the following information. Thank you for your cooperation, you will be provided with a copy of these results as soon as practical.

**To Be Completed By Sampler**

Address: 3000 NE 43<sup>rd</sup> Place  
Water Last Used: Date 9-21-21 and Time 9- a.m. or p.m. (circle one)  
Sample Collected: Date 9-21-21 and Time 9- a.m. or p.m. (circle one)  
Sample Tap Location: KITCHEN / BATH (circle one) Other (specify): \_\_\_\_\_

I have read the above instructions and have collected my sample accordingly:

Print Name: Christine Welch Signature: \_\_\_\_\_

**To Be Completed By Laboratory**

Received By: JLM Sample #: 214541 Sample Volume <900 mLs: ☐ Yes ☒ No

**Submission Summary (if applicable)**

Submission Number: \_\_\_\_\_ Sample Number: \_\_\_\_\_ to \_\_\_\_\_ Total Number of Samples: \_\_\_\_\_

Sample Number(s) of containers containing <900 mLs: \_\_\_\_\_

Comments: \_\_\_\_\_ ☐ Special ☐ Paid Check / Receipt # / Initials: \_\_\_\_\_

**AQUA PURE WATER & SEWAGE SERVICE, LLC**

3855 E. Silver Springs Blvd., Unit 107

Ocala, Florida 34470

(352) 355-2383

To Be Completed By Laboratory

Date Received / Time Received

SEP 20 21 48:10

622-4949 when

items are ready for pick-up - Thanks

**LEAD and COPPER Sample Form & Certification of Training for Sample Collection**

PLEASE RETURN THIS SHEET WITH WATER SAMPLE. THANK YOU FOR YOUR COOPERATION.

**To Be Completed By Public Water System**Client: Tradewinds Utilities

Plan ID #: \_\_\_\_\_

Tier #: \_\_\_\_\_

Bottle #: 9

Report to: (Name and Mailing Address) \_\_\_\_\_

☒ On FileSystem Name: TradewindsSystem ID #: 3424620System Type: ☒ Community ☐ Non-Transient Non-Community

Sample Location: \_\_\_\_\_

Contact Name: Reuben LawContact Phone: 352-843-1040**Instructions for Sample Collector / Homeowner or Site Contact**If you have any questions please call: Reuben LawPhone Number: 352-843-1040

Samples for Lead and Copper testing are being collected from your home or business according to EPA requirements. These samples are required to determine the contribution of faucet fixtures and household pipes &/or solder to the levels of Lead or Copper in your drinking water. In order to comply with EPA requirements we will require your cooperation. The sample location has been predetermined by a State approved sampling plan and your home or business was selected. The sample is to be collected after an extended period of at least 6 hours stagnant water conditions (no water usage in this period). Due to this requirement we suggest that you collect your sample first thing in the morning BEFORE any water usage, alternately collect in the evening when you return from being out.

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- 4.) Tightly cap the bottle and complete the following information. Thank you for your cooperation, you will be provided with a copy of these results as soon as practical.

**To Be Completed By Sampler**Address: 2960 NE 42nd PlaceWater Last Used: Date 9-20-21 and Time 10:30 a.m. or (p.m.) (circle one)Sample Collected: Date 9-20-21 and Time 7:15 (a.m.) or p.m. (circle one)Sample Tap Location: KITCHEN / (BATH) (circle one)

Other (specify): \_\_\_\_\_

I have read the above instructions and have collected my sample accordingly:

Print Name: Stephen DavidsonSignature: Stephen Davidson**To Be Completed By Laboratory**Received By: JLMSample #: 214542Sample Volume <900 mLs: ☐ Yes ☒ No**Submission Summary (if applicable)**

Submission Number: \_\_\_\_\_ Sample Number: \_\_\_\_\_ to \_\_\_\_\_ Total Number of Samples: \_\_\_\_\_

Sample Number(s) of containers containing &lt;900 mLs: \_\_\_\_\_

Comments: \_\_\_\_\_ ☐ Special ☐ Paid Check / Receipt # / Initials: \_\_\_\_\_



# A PURE WATER & SEWAGE SERVICE, LLC

3855 E. Silver Springs Blvd., Unit 107

Ocala, Florida 34470

(352) 355-2383

PLEASE call  
622-4949

To Be Completed By Laboratory

Date Received / Time Received

SEP 30 '21 4:51:10

when items are ready for pick-up - Thanks

## LEAD and COPPER Sample Form & Certification of Training for Sample Collection

PLEASE RETURN THIS SHEET WITH WATER SAMPLE. THANK YOU FOR YOUR COOPERATION.

### To Be Completed By Public Water System

Client: Tradewinds Utilities

Plan ID #: \_\_\_\_\_

Tier #: \_\_\_\_\_

Bottle #: 10

Report to: (Name and Mailing Address)

☒ On File

System Name: Tradewinds

System ID #: 3424620

System Type: ☒ Community ☐ Non-Transient Non-Community

Sample Location: \_\_\_\_\_

Contact Name: Reuben Law

Contact Phone: 352-843-1040

### Instructions for Sample Collector / Homeowner or Site Contact

If you have any questions please call: Reuben Law

Phone Number: 352-843-1040

Samples for Lead and Copper testing are being collected from your home or business according to EPA requirements. These samples are required to determine the contribution of faucet fixtures and household pipes &/or solder to the levels of Lead or Copper in your drinking water. In order to comply with EPA requirements we will require your cooperation. The sample location has been predetermined by a State approved sampling plan and your home or business was selected. The sample is to be collected after an extended period of at least 6 hours stagnant water conditions (no water usage in this period). Due to this requirement we suggest that you collect your sample first thing in the morning BEFORE any water usage, alternately collect in the evening when you return from being out.

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- 4.) Tightly cap the bottle and complete the following information. Thank you for your cooperation, you will be provided with a copy of these results as soon as practical.

### To Be Completed By Sampler

Address: 3505 NE 42<sup>nd</sup> Place

Water Last Used: Date 9-28-21 and Time 11:15 a.m. or ☒ p.m. (circle one)

Sample Collected: Date 9-29-21 and Time 7:00 ☒ a.m. or p.m. (circle one)

Sample Tap Location: ☒ KITCHEN / BATH (circle one)

Other (specify): \_\_\_\_\_

I have read the above instructions and have collected my sample accordingly:

Print Name: Steven Arnold

Signature: [Signature]

### To Be Completed By Laboratory

Received By: [Signature]

Sample #: 214543

Sample Volume <900 mLs: ☐ Yes ☒ No

#### Submission Summary (if applicable)

Submission Number: \_\_\_\_\_ Sample Number: \_\_\_\_\_ to \_\_\_\_\_ Total Number of Samples: \_\_\_\_\_

Sample Number(s) of containers containing <900 mLs: \_\_\_\_\_

Comments: \_\_\_\_\_

☐ Special

☐ Paid

Check / Receipt # / Initials: \_\_\_\_\_

**AQUA PURE WATER & SEWAGE SERVICE, LLC**

3855 E. Silver Springs Blvd., Unit 107

Ocala, Florida 34470

(352) 355-2383

Laboratory Certification Number E83265

**Drinking Water Total Coliform / E. coli****Sample Collection & Laboratory Report Form**

Page 1 of 1

Date Received and Analyzed / Time Received

**JAN 24 '22 AM 11:36****This Side To Be Completed By Client / Sample Collector**System Name: Tradewinds Utilities PWS ID: 3424620System Phone: N/A System Address: 2925 NE 43rd Pl.System County: Marion Client: Tradewinds UtilitiesCollector: Reuben Law Collector Phone: 352-661-8952Type of Supply: (check only one) ☒ Community Water System☐ Non-Transient Non-community Water System ☐ Transient Non-community Water System☐ Limited Use System ☐ Other: \_\_\_\_\_Reason for Sampling: (check all that apply) ☒ Distribution Routine ☐ Distribution Repeat☐ Raw (triggered or assessment) ☐ Raw (triggered or assessment) additional ☐ Well Survey☐ Clearance ☐ Boil Water Notice ☐ FDACS finished product (ice) ☐ Other: \_\_\_\_\_Sample Collection Date(s): 1-24-22 PO Number: \_\_\_\_\_

Comments: \_\_\_\_\_

**This Side For Laboratory Use Only**Received By: [Signature] ☐ Special ☐ TC ICE☒ On Ice ☐ Not On Ice 8.3 °C☐ Paid Check or Receipt Number and Initials: \_\_\_\_\_Disinfectant Check: ☒ Not Detected \_\_\_\_\_ mg/L

Comments: \_\_\_\_\_

Analysis Method: SM9223B (Colilert)

Time(s) Analyzed: 1:18 pm☐ Notified ☒ Emailed

PWS Notified by Lab of Positive Results:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Person Notified: \_\_\_\_\_

DEP/DOH Notified by Lab of E. coli Positive Results:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

Sample Number Sample Point (Location or Specific Address) Sample Collection Time Sample Type<sup>1</sup> Disinfectant Residual (mg/L)

	Main Well # 2	8 <sup>10</sup> AM	R	N/A
	<del>N. Well # 2</del>	<del>8<sup>10</sup> AM</del>	<del>R</del>	<del>N/A</del>
	2725 NE 44 <sup>th</sup> Ct. H.B.	7 <sup>55</sup> AM	D	0.53
	Terry's Place Sink	7 <sup>45</sup> AM	D	0.49

☒ Free chlorine ☐ Total chlorineAverage of disinfectant residuals for routine and repeat samples<sup>3</sup>0.51Disinfectant Residual Analysis Method: ☒ DPD Colorimetric ☐ Other: \_\_\_\_\_

Person performing disinfectant analysis is:

☒ A certified operator (# B13153) ☐ Supervised by a certified operator (# \_\_\_\_\_)☐ Employed by a certified lab ☐ Employed by DEP or DOH ☐ Authorized representative of supplier of water<sup>1</sup>For Sample Types see Instructions item I.15.<sup>2</sup>DQ = Data Qualifier (defined in Florida Administrative Code Rule 62-160, Table 1)<sup>3</sup>Complete for community and nontransient noncommunity systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Report to: (Name and Mailing Address)

On FileLaboratory Sample Number Total Coliform E. coli DQ<sup>2</sup>

Report / Submission Number:			
M22664	A	A	
M22665	A	A	
M22666	A	A	

Unless otherwise noted, all tests performed in accordance with NELAP standards. Results relate only to the samples submitted.

Data Qualifiers (checked if applicable)

- ☐ Y - Received improperly preserved; presence of chlorine.
- ☐ Q - Received beyond holding time or with insufficient time to complete analysis.
- ☐ J - Received containing less than method specified sample volume.
- ☐ Other: \_\_\_\_\_

Michael Moore 1-26-22

Technical Director Date

DEP/DOH Use Only

☐ Satisfactory ☐ Repeat Samples Required

☐ Unsatisfactory ☐ Replacement Samples Required

Date Reviewed by DEP/DOH: \_\_\_\_\_

DEP/DOH Reviewing Official: **By William Gillett at 11:53 am, Feb 01, 2022**



# MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

See page 4 for instructions.

## A. Public Water System (PWS) Information

PWS Name: TRADEWINDS VILLAGE		PWS Identification Number: 3424620	
PWS Type: <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
Number of Service Connections at End of Month: 375		Total Population Served at End of Month: 1313	
PWS Owner: CHARLES DEMENZES			
Contact Person:		Contact Person's Title:	
Contact Person's Mailing Address: NE 43 PL & 27TH CT		City:	State: Zip Code:
Contact Person's Telephone Number:		Contact Person's Fax Number:	
Contact Person's E-Mail Address:			

## B. Water Treatment Plant Information

Plant Name: TRADEWINDS VILLAGE		Plant Telephone Number: 352-622-4949		
Plant Address: NE 43 PL & 27TH CT		City: OCALA	State: FL Zip Code: 34478	
Type of Water Treated by Plant: <input checked="" type="checkbox"/> Raw Ground Water <input type="checkbox"/> Purchased Finished Water				
Permitted Maximum Day Operating Capacity of Plant, gallons per day: 950000				
Plant Category (per subsection 62-699.310(4), F.A.C.): 5		Plant Class (per subsection 62-699.310(4), F.A.C.): 5		
Licensed Operators	Name	License Class	License Number	Day(s)/Shift(s) Worked
Lead/Chief Operator:	Reuben Law	B	0013153	
Other Operators:	Reuben Law	B	0013153	6 Days per week.

## II. Certification by Lead/Chief Operator

I, the undersigned water treatment plant operator licensed in Florida, am the lead/chief operator of the water treatment plant identified in Part I of this report. I certify that the information provided in this report is true and accurate to the best of my knowledge and belief. I certify that all drinking water treatment chemicals used at this plant conform to NSF International Standard 60 or other applicable standards referenced in subsection 62-555.320(3), F.A.C. I also certify that the following additional operations records for this plant were prepared each day that a licensed operator staffed or visited this plant during the month indicated above: (1) records of amounts of chemicals used and chemical feed rates; and (2) if applicable, appropriate treatment process performance records. Furthermore, I agree to retain these additional operations records at the plant site for at least ten years and to make them available for review upon request.

Reuben Law

(02/03/2022)

Reuben Law

0013153

Signature and Date

Printed or Typed Name

License Number



## MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

See page 4 for instructions.

### A. Public Water System (PWS) Information

PWS Name:		PWS Identification Number:	
PWS Type:	Community      Non-Transient Non-Community      Transient Non-Community      Consecutive		
Number of Service Connections at End of Month:		Total Population Served at End of Month:	
PWS Owner:			
Contact Person:		Contact Person's Title:	
Contact Person's Mailing Address:		City:	State:      Zip Code:
Contact Person's Telephone Number:		Contact Person's Fax Number:	
Contact Person's E-Mail Address:			

### B. Water Treatment Plant Information

Plant Name:		Plant Telephone Number:		
Plant Address:		City:	State:      Zip Code:	
Type of Water Treated by Plant:      Raw Ground Water      Purchased Finished Water				
Permitted Maximum Day Operating Capacity of Plant, gallons per day:				
Plant Category (per subsection 62-699.310(4), F.A.C.):		Plant Class (per subsection 62-699.310(4), F.A.C.):		
Licensed Operators	Name	License Class	License Number	Day(s)/Shift(s) Worked
Lead/Chief Operator:				
Other Operators:				

### II. Certification by Lead/Chief Operator

I, the undersigned water treatment plant operator licensed in Florida, am the lead/chief operator of the water treatment plant identified in Part I of this report. I certify that the information provided in this report is true and accurate to the best of my knowledge and belief. I certify that all drinking water treatment chemicals used at this plant conform to NSF International Standard 60 or other applicable standards referenced in subsection 62-555.320(3), F.A.C. I also certify that the following additional operations records for this plant were prepared each day that a licensed operator staffed or visited this plant during the month indicated above: (1) records of amounts of chemicals used and chemical feed rates; and (2) if applicable, appropriate treatment process performance records. Furthermore, I agree to retain these additional operations records at the plant site for at least ten years and to make them available for review upon request.

Signature and Date

Printed or Typed Name

License Number



# MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

PWS Identification Number:	Plant Name:
----------------------------	-------------

## III. Daily Data for the Month/Year of:

Means of Achieving Four-Log Virus Inactivation/Removal: *	Free Chlorine	Chlorine Dioxide	Ozone	Combined Chlorine (Chloramines)
Ultraviolet Radiation	Other (Describe):			

Type of Disinfectant Residual Maintained in Distribution System:	Free Chlorine	Combined Chlorine (Chloramines)	Chlorine Dioxide
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Day of the Month	Hours Plant in Operation	Net Quantity of Finished Water Produced, gal	CT Calculations, or UV Dose, to Demonstrate Four-Log Virus Inactivation, if Applicable*										Lowest Residual Disinfectant Concentration at Remote Point in Distribution System, mg/L	Emergency or Abnormal Operating Conditions; Repair or Maintenance Work that Involves Taking Water System Components Out of Operation
			CT Calculations								UV Dose			
			Peak Flow Rate, gpd	Lowest Residual Disinfectant Concentration (C) Before or at First Customer During Peak Flow, mg/L	Disinfectant Contact Time (T) at C Measurement Point During Peak Flow, minutes	Lowest CT Provided Before or at First Customer During Peak Flow, mg-min/L	Temp. of Water, °C	pH of Water, if Applicable	Minimum CT Required, mg-min/L	Lowest Operating UV Dose, mW-sec/cm²	Minimum UV Dose Required, mW-sec/cm²			
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2														
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30														
31														
Total														
Average														
Maximum														

\* Refer to the instructions for this report to determine which plants must provide this information.

## MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

PWS Identification Number:	Plant Name:
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### IV. Summary of Use of Polymer Containing Acrylamide, Polymer Containing Epichlorohydrin, and Iron or Manganese Sequestrant for the Year: \*

- A. Is any polymer containing the monomer acrylamide used at the water treatment plant?      No      Yes, and the polymer dose and the acrylamide level in the polymer are as follows:

Polymer Dose, ppm =	Acrylamide Level, % <sup>†</sup> =
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- B. Is any polymer containing the monomer epichlorohydrin used at the water treatment plant?      No      Yes, and the polymer dose and the epichlorohydrin level in the polymer are as follows:

Polymer Dose, ppm =	Epichlorohydrin Level, % <sup>†</sup> =
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- C. Is any iron or manganese sequestrant used at the water treatment plant?      No      Yes, and the type of sequestrant, sequestrant dose, etc., are as follows:

Type of Sequestrant (polyphosphate or sodium silicate):
Sequestrant Dose, mg/L of phosphate as PO <sub>4</sub> or mg/L of silicate as SiO <sub>2</sub> =
If sodium silicate is used, the amount of added plus naturally occurring silicate, in mg/L as SiO <sub>2</sub> =

\* Complete and submit Part IV of this report only with the monthly operation report for December of each year and only for water treatment plants using polymer containing acrylamide, polymer containing epichlorohydrin, and/or an iron and manganese sequestrant.

<sup>†</sup> Acrylamide and epichlorohydrin levels may be based on the polymer manufacturer's certification or on third-party certification.

## MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

**INSTRUCTIONS:** This report shall be completed and submitted by all public water systems, except transient non-community water systems using only ground water and serving only businesses other than public food service establishments, that treat raw ground water or purchased finished water. **WITHIN TEN DAYS AFTER THE END OF EACH MONTH**, complete this report and submit it to the appropriate Department of Environmental Protection District Office or Approved County Health Department. All information provided in this report shall be typed or printed in ink. Complete and submit Parts I through III of this report every month; complete and submit Part IV of this report only with the monthly operation report for December of each year and only if using polymer containing acrylamide, polymer containing epichlorohydrin, and/or an iron and manganese sequestrant. **NOTE THAT A SEPARATE MONTHLY OPERATION REPORT IS REQUIRED FOR EACH PLANT TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER.**

The following specific instructions are for Part II of this report.

Process performance records shall be kept for the following treatment processes: coagulation/flocculation, sedimentation, filtration, lime-soda ash softening, ion exchange softening, nanofiltration and reverse osmosis, and electrodialysis. Coagulation/flocculation records should include source water temperature, pH, turbidity, color, and alkalinity and process effluent pH and alkalinity in addition to chemical feed rates. Sedimentation records should include process effluent turbidity and sludge volume produced. Filtration records should include process effluent turbidity and color, number of filters in service, filtration rates, unit filter run volumes, head losses, length of filter runs, frequency of backwash, amount of backwash water used, duration of backwash, and backwash rates. Lime-soda ash softening records should include source water and process effluent hardness in addition to records for coagulation/flocculation, sedimentation, and filtration. Ion exchange softening records should include feed and bypass flows, blend rate, and salt and brine used. Nanofiltration and reverse osmosis records should include feed, product, and brine flows; feed pressure, temperature, pH, conductivity, and turbidity; product pH and conductivity; and brine pH and conductivity. Electrodialysis records should include polarity, feed temperature and total dissolved solids, product conductivity and total dissolved solids, dilute flow rate, brine make-up, pressures, and volts/amps.

The following specific instructions are for the table in Part III of this report.

**HOURS PLANT IN OPERATION.** For each day the plant is in operation, enter the number of hours that the plant is in operation.

**NET QUANTITY OF FINISHED WATER PRODUCED.** Enter the net quantity of finished water, excluding any filter backwash water, produced by the plant for each day the plant is in operation; compute and enter the total net quantity of finished water produced for the month; compute and enter the average daily net quantity of finished water produced for the month; and enter the maximum day net quantity of finished water produced for the month. If the plant is staffed during every hour it is in operation or if the plant has flow recording equipment, enter the net quantity of finished water produced between 12:00 midnight and 12:00 midnight for each day the plant is in operation. If the plant is not staffed during some hours it is in operation and if the plant does not have flow recording equipment, read the totalizing flow meter(s) (or the elapsed time clock[s]) at approximately the same time each day the plant is staffed or visited by a licensed operator and enter the net quantity of finished water produced during the one or more calendar days since the meter(s) (or the elapsed time clock[s]) was(were) last read. For each entry that represents the net quantity of finished water produced during two or more calendar days, place a "}" next to the calendar days covered by the entry and assume the entry is divided evenly between those calendar days for the purpose of determining the maximum day net quantity of finished water produced for the month.

**CT CALCULATIONS, OR UV DOSE, TO DEMONSTRATE FOUR-LOG VIRUS INACTIVATION, IF APPLICABLE.** Provide this information if the plant is treating raw ground water from wells considered microbially contaminated or susceptible to microbial contamination per paragraph 62-555.315(6)(b) or (f), F.A.C. and beginning no later than January 1, 2006, provide this information if the plant is treating water in a manner that exposes the water during treatment to the open atmosphere and possible microbial contamination. (Aerators and other facilities that are protected from contamination by birds, insects, wind-borne debris, rainfall, and water drainage are not considered to be exposing water to the open atmosphere and possible microbial contamination.)

For each day water is served to the public from a plant that includes chemical disinfection for virus inactivation, enter the lowest residual disinfectant concentration (C) measured before or at the first customer during peak flow, the corresponding disinfectant contact time (T) at the C measurement point during peak flow, and the resulting lowest CT provided before or at the first customer during peak flow. (Disinfectant contact time in pipelines flowing full shall be calculated by dividing the internal volume of the pipeline by the flow rate through the pipeline, and disinfectant contact time in tanks, etc., shall be the time it takes for ten percent of the water to pass through the tank, etc., and shall be determined by tracer studies or by multiplying the theoretical detention time by an appropriate  $T_{10}/T$  factor based upon baffling conditions in the tank, etc. Table 1 at the end of these instructions lists appropriate  $T_{10}/T$  factors for various baffling conditions.) In addition, for each day water is served to the public from the plant, enter the temperature of the water at the point where C is measured; enter the pH of the water at the point where C is measured if free chlorine is being used for virus inactivation; and with this temperature

## MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

and pH information, determine and enter the minimum CT required. (Required minimum CT values are listed in Appendix E of the *Guidance Manual for Compliance with the Filtration and Disinfection Requirements for Public Water Systems Using Surface Water Sources*. Tables 2 through 6 at the end of these instructions present the values from Appendix E.)

For each day water is served to the public from a plant that includes ultraviolet (UV) disinfection for virus inactivation, enter the lowest operational UV dose measured and the minimum UV dose required.

**LOWEST RESIDUAL DISINFECTANT CONCENTRATION AT REMOTE POINT IN DISTRIBUTION SYSTEM.** For each day a water system serving 3,300 or more persons serves water to the public or five days per week, whichever is less, enter the residual disinfectant concentration measured at a point in the distribution system reflecting maximum residence time after disinfectant addition. For each day a water system serving less than 3,300 persons serves water to the public or two days per week, whichever is less, enter the residual disinfectant concentration measured at a point in the distribution system reflecting maximum residence time after disinfectant addition.

**EMERGENCY OR ABNORMAL OPERATING CONDITIONS; REPAIR OR MAINTENANCE WORK THAT INVOLVES TAKING WATER SYSTEM COMPONENTS OUT OF OPERATION.** For each day there are emergency or abnormal operating conditions at the plant or in the distribution system served by the plant, describe the emergency or abnormal operating conditions (attach additional sheets as necessary). In addition, for each day plant or distribution components other than water service lines are taken out of operation for repair or maintenance, describe the repair or maintenance (attach additional sheets as necessary).

**Table 1: T<sub>10</sub>/T Factors for Various Baffling Conditions**

Baffling Condition	T <sub>10</sub> /T	Baffling Description
Unbaffled (mixed flow)	0.1	No baffling, agitated basin, very low length-to-width ratio, high inlet and outlet velocities
Poor	0.3	Single or multiple unbaffled inlets and outlets, no intrabasin baffles
Average	0.5	Baffled inlet or outlet with some intrabasin baffles
Superior	0.7	Perforated inlet baffle, serpentine or perforated intrabasin baffles, outlet weir or perforated launders
Perfect (plug flow)	1.0	Very high length-to-width ratio (pipeline flow); perforated inlet, outlet, and intrabasin baffles

**Table 2: CT Values for Inactivation of Viruses by Free Chlorine, pH 6-9**

Inactivation (Log)	Water Temperature (°C)															
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2	3.0	2.8	2.6	2.4	2.2	2.0	1.8	1.6	1.4	1.2	1.0	1.0	1.0	1.0	1.0	1.0
3	4.0	3.8	3.6	3.4	3.2	3.0	2.8	2.6	2.4	2.2	2.0	1.8	1.6	1.4	1.2	1.0
4	6.0	5.6	5.2	4.8	4.4	4.0	3.8	3.6	3.4	3.2	3.0	2.8	2.6	2.4	2.2	2.0

**Table 3: CT Values for Inactivation of Viruses by Free Chlorine, pH 10**

Inactivation (Log)	Water Temperature (°C)															
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2	22.0	20.6	19.2	17.8	16.4	15.0	14.2	13.4	12.6	11.8	11.0	10.2	9.4	8.6	7.8	7.0
3	33.0	30.8	28.6	26.4	24.2	22.0	20.8	19.6	18.4	17.2	16.0	15.0	14.0	13.0	12.0	11.0
4	45.0	42.0	39.0	36.0	33.0	30.0	28.4	26.8	25.2	23.6	22.0	20.6	19.2	17.8	16.4	15.0

# MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

**Table 4: CT Values for Inactivation of Viruses by Chlorine Dioxide**

Inactivation (Log)	Water Temperature (°C)															
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2	4.2	3.9	3.6	3.4	3.1	2.8	2.7	2.5	2.4	2.2	2.1	2.0	1.8	1.7	1.5	1.4
3	12.8	12.0	11.1	10.3	9.4	8.6	8.2	7.7	7.3	6.8	6.4	6.0	5.6	5.1	4.7	4.3
4	25.1	23.4	21.7	20.1	18.4	16.7	15.9	15.0	14.2	13.3	12.5	11.7	10.9	10.0	9.2	8.4

**Table 5: CT Values for Inactivation of Viruses by Chloramines if Chlorine Is Added Prior to Ammonia**

Inactivation (Log)	Water Temperature (°C)															
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2	643	600	557	514	471	428	407	385	364	342	321	300	278	257	235	214
3	1,067	996	925	854	783	712	676	641	605	570	534	498	463	427	392	356
4	1,491	1,392	1,292	1,193	1,093	994	944	895	845	796	746	696	646	597	547	497

**Table 6: CT Values for Inactivation of Viruses by Ozone**

Inactivation (Log)	Water Temperature (°C)															
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2	0.50	0.46	0.42	0.38	0.34	0.30	0.29	0.28	0.27	0.26	0.25	0.23	0.21	0.19	0.17	0.15
3	0.80	0.74	0.68	0.62	0.56	0.50	0.48	0.46	0.44	0.42	0.40	0.37	0.34	0.31	0.28	0.25
4	1.00	0.92	0.84	0.76	0.68	0.60	0.58	0.56	0.54	0.52	0.50	0.46	0.42	0.38	0.34	0.30

## MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

PWS Identification Number:	Plant Name:
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### IV. Summary of Use of Polymer Containing Acrylamide, Polymer Containing Epichlorohydrin, and Iron or Manganese Sequestrant for the Year: \*

- A. Is any polymer containing the monomer acrylamide used at the water treatment plant?      No      Yes, and the polymer dose and the acrylamide level in the polymer are as follows:

Polymer Dose, ppm =	Acrylamide Level, % <sup>†</sup> =
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- B. Is any polymer containing the monomer epichlorohydrin used at the water treatment plant?      No      Yes, and the polymer dose and the epichlorohydrin level in the polymer are as follows:

Polymer Dose, ppm =	Epichlorohydrin Level, % <sup>†</sup> =
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- C. Is any iron or manganese sequestrant used at the water treatment plant?      No      Yes, and the type of sequestrant, sequestrant dose, etc., are as follows:

Type of Sequestrant (polyphosphate or sodium silicate):
Sequestrant Dose, mg/L of phosphate as PO <sub>4</sub> or mg/L of silicate as SiO <sub>2</sub> =
If sodium silicate is used, the amount of added plus naturally occurring silicate, in mg/L as SiO <sub>2</sub> =

\* Complete and submit Part IV of this report only with the monthly operation report for December of each year and only for water treatment plants using polymer containing acrylamide, polymer containing epichlorohydrin, and/or an iron and manganese sequestrant.

<sup>†</sup> Acrylamide and epichlorohydrin levels may be based on the polymer manufacturer's certification or on third-party certification.

## MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

**INSTRUCTIONS:** This report shall be completed and submitted by all public water systems, except transient non-community water systems using only ground water and serving only businesses other than public food service establishments, that treat raw ground water or purchased finished water. **WITHIN TEN DAYS AFTER THE END OF EACH MONTH**, complete this report and submit it to the appropriate Department of Environmental Protection District Office or Approved County Health Department. All information provided in this report shall be typed or printed in ink. Complete and submit Parts I through III of this report every month; complete and submit Part IV of this report only with the monthly operation report for December of each year and only if using polymer containing acrylamide, polymer containing epichlorohydrin, and/or an iron and manganese sequestrant. **NOTE THAT A SEPARATE MONTHLY OPERATION REPORT IS REQUIRED FOR EACH PLANT TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER.**

The following specific instructions are for Part II of this report.

Process performance records shall be kept for the following treatment processes: coagulation/flocculation, sedimentation, filtration, lime-soda ash softening, ion exchange softening, nanofiltration and reverse osmosis, and electrodialysis. Coagulation/flocculation records should include source water temperature, pH, turbidity, color, and alkalinity and process effluent pH and alkalinity in addition to chemical feed rates. Sedimentation records should include process effluent turbidity and sludge volume produced. Filtration records should include process effluent turbidity and color, number of filters in service, filtration rates, unit filter run volumes, head losses, length of filter runs, frequency of backwash, amount of backwash water used, duration of backwash, and backwash rates. Lime-soda ash softening records should include source water and process effluent hardness in addition to records for coagulation/flocculation, sedimentation, and filtration. Ion exchange softening records should include feed and bypass flows, blend rate, and salt and brine used. Nanofiltration and reverse osmosis records should include feed, product, and brine flows; feed pressure, temperature, pH, conductivity, and turbidity; product pH and conductivity; and brine pH and conductivity. Electrodialysis records should include polarity, feed temperature and total dissolved solids, product conductivity and total dissolved solids, dilute flow rate, brine make-up, pressures, and volts/amps.

The following specific instructions are for the table in Part III of this report.

**HOURS PLANT IN OPERATION.** For each day the plant is in operation, enter the number of hours that the plant is in operation.

**NET QUANTITY OF FINISHED WATER PRODUCED.** Enter the net quantity of finished water, excluding any filter backwash water, produced by the plant for each day the plant is in operation; compute and enter the total net quantity of finished water produced for the month; compute and enter the average daily net quantity of finished water produced for the month; and enter the maximum day net quantity of finished water produced for the month. If the plant is staffed during every hour it is in operation or if the plant has flow recording equipment, enter the net quantity of finished water produced between 12:00 midnight and 12:00 midnight for each day the plant is in operation. If the plant is not staffed during some hours it is in operation and if the plant does not have flow recording equipment, read the totalizing flow meter(s) (or the elapsed time clock[s]) at approximately the same time each day the plant is staffed or visited by a licensed operator and enter the net quantity of finished water produced during the one or more calendar days since the meter(s) (or the elapsed time clock[s]) was(were) last read. For each entry that represents the net quantity of finished water produced during two or more calendar days, place a "}" next to the calendar days covered by the entry and assume the entry is divided evenly between those calendar days for the purpose of determining the maximum day net quantity of finished water produced for the month.

**CT CALCULATIONS, OR UV DOSE, TO DEMONSTRATE FOUR-LOG VIRUS INACTIVATION, IF APPLICABLE.** Provide this information if the plant is treating raw ground water from wells considered microbially contaminated or susceptible to microbial contamination per paragraph 62-555.315(6)(b) or (f), F.A.C. and beginning no later than January 1, 2006, provide this information if the plant is treating water in a manner that exposes the water during treatment to the open atmosphere and possible microbial contamination. (Aerators and other facilities that are protected from contamination by birds, insects, wind-borne debris, rainfall, and water drainage are not considered to be exposing water to the open atmosphere and possible microbial contamination.)

For each day water is served to the public from a plant that includes chemical disinfection for virus inactivation, enter the lowest residual disinfectant concentration (C) measured before or at the first customer during peak flow, the corresponding disinfectant contact time (T) at the C measurement point during peak flow, and the resulting lowest CT provided before or at the first customer during peak flow. (Disinfectant contact time in pipelines flowing full shall be calculated by dividing the internal volume of the pipeline by the flow rate through the pipeline, and disinfectant contact time in tanks, etc., shall be the time it takes for ten percent of the water to pass through the tank, etc., and shall be determined by tracer studies or by multiplying the theoretical detention time by an appropriate  $T_{10}/T$  factor based upon baffling conditions in the tank, etc. Table 1 at the end of these instructions lists appropriate  $T_{10}/T$  factors for various baffling conditions.) In addition, for each day water is served to the public from the plant, enter the temperature of the water at the point where C is measured; enter the pH of the water at the point where C is measured if free chlorine is being used for virus inactivation; and with this temperature

## MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

and pH information, determine and enter the minimum CT required. (Required minimum CT values are listed in Appendix E of the *Guidance Manual for Compliance with the Filtration and Disinfection Requirements for Public Water Systems Using Surface Water Sources*. Tables 2 through 6 at the end of these instructions present the values from Appendix E.)

For each day water is served to the public from a plant that includes ultraviolet (UV) disinfection for virus inactivation, enter the lowest operational UV dose measured and the minimum UV dose required.

**LOWEST RESIDUAL DISINFECTANT CONCENTRATION AT REMOTE POINT IN DISTRIBUTION SYSTEM.** For each day a water system serving 3,300 or more persons serves water to the public or five days per week, whichever is less, enter the residual disinfectant concentration measured at a point in the distribution system reflecting maximum residence time after disinfectant addition. For each day a water system serving less than 3,300 persons serves water to the public or two days per week, whichever is less, enter the residual disinfectant concentration measured at a point in the distribution system reflecting maximum residence time after disinfectant addition.

**EMERGENCY OR ABNORMAL OPERATING CONDITIONS; REPAIR OR MAINTENANCE WORK THAT INVOLVES TAKING WATER SYSTEM COMPONENTS OUT OF OPERATION.** For each day there are emergency or abnormal operating conditions at the plant or in the distribution system served by the plant, describe the emergency or abnormal operating conditions (attach additional sheets as necessary). In addition, for each day plant or distribution components other than water service lines are taken out of operation for repair or maintenance, describe the repair or maintenance (attach additional sheets as necessary).

**Table 1: T<sub>10</sub>/T Factors for Various Baffling Conditions**

Baffling Condition	T <sub>10</sub> /T	Baffling Description
Unbaffled (mixed flow)	0.1	No baffling, agitated basin, very low length-to-width ratio, high inlet and outlet velocities
Poor	0.3	Single or multiple unbaffled inlets and outlets, no intrabasin baffles
Average	0.5	Baffled inlet or outlet with some intrabasin baffles
Superior	0.7	Perforated inlet baffle, serpentine or perforated intrabasin baffles, outlet weir or perforated launders
Perfect (plug flow)	1.0	Very high length-to-width ratio (pipeline flow); perforated inlet, outlet, and intrabasin baffles

**Table 2: CT Values for Inactivation of Viruses by Free Chlorine, pH 6-9**

Inactivation (Log)	Water Temperature (°C)															
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2	3.0	2.8	2.6	2.4	2.2	2.0	1.8	1.6	1.4	1.2	1.0	1.0	1.0	1.0	1.0	1.0
3	4.0	3.8	3.6	3.4	3.2	3.0	2.8	2.6	2.4	2.2	2.0	1.8	1.6	1.4	1.2	1.0
4	6.0	5.6	5.2	4.8	4.4	4.0	3.8	3.6	3.4	3.2	3.0	2.8	2.6	2.4	2.2	2.0

**Table 3: CT Values for Inactivation of Viruses by Free Chlorine, pH 10**

Inactivation (Log)	Water Temperature (°C)															
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2	22.0	20.6	19.2	17.8	16.4	15.0	14.2	13.4	12.6	11.8	11.0	10.2	9.4	8.6	7.8	7.0
3	33.0	30.8	28.6	26.4	24.2	22.0	20.8	19.6	18.4	17.2	16.0	15.0	14.0	13.0	12.0	11.0
4	45.0	42.0	39.0	36.0	33.0	30.0	28.4	26.8	25.2	23.6	22.0	20.6	19.2	17.8	16.4	15.0



# MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

**Table 4: CT Values for Inactivation of Viruses by Chlorine Dioxide**

Inactivation (Log)	Water Temperature (°C)															
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2	4.2	3.9	3.6	3.4	3.1	2.8	2.7	2.5	2.4	2.2	2.1	2.0	1.8	1.7	1.5	1.4
3	12.8	12.0	11.1	10.3	9.4	8.6	8.2	7.7	7.3	6.8	6.4	6.0	5.6	5.1	4.7	4.3
4	25.1	23.4	21.7	20.1	18.4	16.7	15.9	15.0	14.2	13.3	12.5	11.7	10.9	10.0	9.2	8.4

**Table 5: CT Values for Inactivation of Viruses by Chloramines if Chlorine Is Added Prior to Ammonia**

Inactivation (Log)	Water Temperature (°C)															
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2	643	600	557	514	471	428	407	385	364	342	321	300	278	257	235	214
3	1,067	996	925	854	783	712	676	641	605	570	534	498	463	427	392	356
4	1,491	1,392	1,292	1,193	1,093	994	944	895	845	796	746	696	646	597	547	497

**Table 6: CT Values for Inactivation of Viruses by Ozone**

Inactivation (Log)	Water Temperature (°C)															
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2	0.50	0.46	0.42	0.38	0.34	0.30	0.29	0.28	0.27	0.26	0.25	0.23	0.21	0.19	0.17	0.15
3	0.80	0.74	0.68	0.62	0.56	0.50	0.48	0.46	0.44	0.42	0.40	0.37	0.34	0.31	0.28	0.25
4	1.00	0.92	0.84	0.76	0.68	0.60	0.58	0.56	0.54	0.52	0.50	0.46	0.42	0.38	0.34	0.30



## PWS CERTIFICATION OF NOTIFICATION OF LEAD AND COPPER TAP SAMPLE RESULTS

**INSTRUCTIONS:** This form shall be completed and submitted by community or non-transient non-community water systems that take lead and copper tap samples in accordance with 40 CFR 141.86 (2009). Such systems shall, no later than 30 days after receiving each individual sample, provide notice of the individual tap results to the persons served by the water system at the specific sampling site(s) from which the sample(s) were taken, as required by 40 CFR 141.85(d) (2009). **NO LATER THAN THREE MONTHS FOLLOWING THE END OF THE MONITORING**, such systems shall also mail a sample copy of the consumers notification of tap results with this form, completed, to the appropriate Department of Environmental Protection District Office or Approved County Health Department. For systems that are on a reduced lead and copper monitoring period, the end of the lead and copper monitoring period is September 30<sup>th</sup> of the calendar year in which the sampling occurred. All information provided on this form shall be typed or printed in ink.

### I. General Information

Public Water System (PWS) Name:		
PWS Identification Number:	PWS Type:	Community      Non-Transient Non-Community
PWS Size:	Small      Medium      Large	
PWS Owner:		
Contact Person:	Contact Person's Title:	
Contact Person's Mailing Address:		
City:	State:	Zip Code:
Contact Person's Telephone Number:	Contact Person's Fax Number:	
Contact Person's E-Mail Address:		
Date of the end of the Lead and Copper Monitoring Period:		

### II. Certification\*

#### A. Certification by a Community Water System (CWS)

The CWS identified in Part I of this form had one or more lead and copper tap sample results for lead or for copper during the following monitoring period: \_\_\_\_\_

I am duly authorized to sign this form on behalf of the CWS. I certify that, no later than 30 days after the CWS received each individual lead and copper tap sample result during this monitoring period, the CWS notified each customer by mail, as required by 40 CFR 141.85(d) of the sample result.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

#### B. Certification by a Non-Transient Non-Community Water System (or a Community Water System Serving a Facility Where the Population Served Is Prevented from Making Plumbing Improvements and Is Not Separately Charged for Water Consumption)

The PWS identified in Part I of this form had one or more lead and copper tap sample results for lead or for copper during the following monitoring period: \_\_\_\_\_

I am duly authorized to sign this form on behalf of the PWS. I certify that, no later than 30 days after the PWS received each individual lead and copper tap sample result during this monitoring period, the PWS provided notice to consumers at sample taps tested, as required by 40 CFR 141.85(d). If the system posted the sample results in a public place or common area in the building(s) where the samples were taken, then check the box below.

The PWS posted the sample results in a public place or common area in the building(s) where the samples were taken, as required by 40 CFR 141.85(d). ☐

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\* A community water system (CWS) shall complete the certification in Part II.A of this form unless the CWS is serving a facility (such as a prison or hospital) where the population served is prevented from making plumbing improvements and is not separately charged for water consumption, in which case the CWS may use the certification in Part II.B of this form. A non-transient non-community water system shall complete the certification in Part II.B of this form.



# AQUA PURE WATER & SEWAGE SERVICE, LLC

3855 E. Silver Springs Blvd., Unit 107

Ocala, Florida 34470

(352) 355-2383

Laboratory Certification Number E83265

## Drinking Water Total Coliform / E. coli

### Sample Collection & Laboratory Report Form

Page 1 of 1

Date Received and Analyzed / Time Received

FEB 14 '22 AM 10:53

#### This Side To Be Completed By Client / Sample Collector

System Name: Tradewinds Utilities PWS ID: 3424620

System Phone: N/A System Address: 2925 NE 43<sup>rd</sup> Pl.

System County: Marion Client: Tradewinds Utilities  
Rand K Environmental, LLC  
RP 2-15-22

Collector: Reuben Law Collector Phone: 352-661-8952

Type of Supply: (check only one) ☒ Community Water System

☐ Non-Transient Non-community Water System ☐ Transient Non-community Water System

☐ Limited Use System ☐ Other: \_\_\_\_\_

Reason for Sampling: (check all that apply) ☒ Distribution Routine ☐ Distribution Repeat

☐ Raw (triggered or assessment) ☐ Raw (triggered or assessment) additional ☐ Well Survey

☐ Clearance ☐ Boil Water Notice ☐ FDACS finished product (ice) ☐ Other: \_\_\_\_\_

Sample Collection Date(s): 2-13-22 PO Number: \_\_\_\_\_

Comments: \_\_\_\_\_

#### This Side For Laboratory Use Only

Received By: [Signature] ☐ Special ☐ TC ICE

☒ On Ice ☐ Not On Ice 6.5 °C

☐ Paid Check or Receipt Number and Initials: \_\_\_\_\_

Disinfectant Check: ☒ Not Detected \_\_\_\_\_ mg/L

Comments: \_\_\_\_\_

Analysis Method: SM9223B (Colilert)

Time(s) Analyzed: 1:18 pm

☐ Notified ☒ Emailed

PWS Notified by Lab of Positive Results:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Person Notified: \_\_\_\_\_

DEP/DOH Notified by Lab of E. coli Positive Results:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

Sample Number	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type <sup>1</sup>	Disinfectant Residual (mg/L)	Laboratory Sample Number	Total Coliform	E. coli	DQ <sup>2</sup>
	Main Well #1	1530	R	N/A	11221452	A	A	
	2725 NE 44 <sup>th</sup> Ct H.B.	1520	D	2.2	11221453	A	A	
	Terry's Place Sink	1540	D	2.2	11221454	A	A	

☒ Free chlorine ☐ Total chlorine

Average of disinfectant residuals for routine and repeat samples<sup>3</sup> 2.2

Disinfectant Residual Analysis Method: ☒ DPD Colorimetric ☐ Other: \_\_\_\_\_

Person performing disinfectant analysis is:

☒ A certified operator (# B13153) ☐ Supervised by a certified operator (# \_\_\_\_\_)

☐ Employed by a certified lab ☐ Employed by DEP or DOH ☐ Authorized representative of supplier of water

<sup>1</sup>For Sample Types see instructions item 1.16.

<sup>2</sup>DQ = Data Qualifier (defined in Florida Administrative Code Rule 62-160, Table 1)

<sup>3</sup>Complete for community and nontransient noncommunity systems serving populations up to and including 4,900.

Do not include raw or plant samples in the average.

#### Data Qualifiers (checked if applicable)

☐ Y - Received improperly preserved; presence of chlorine.

☐ Q - Received beyond holding time or with insufficient time to complete analysis.

☐ J - Received containing less than method specified sample volume.

☐ Other: \_\_\_\_\_

[Signature] 2-16-22  
Technical Director Date

#### DEP/DOH Use Only

**REVIEWED**

By Marcos Ruiz at 8:14 am, Feb 21, 2022

DEP/DOH Reviewing Official:



# FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FLORIDA 32803

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

June 10, 2020

Charles Demenzes, Owner  
Tradewinds Utilities Inc.  
NE 43<sup>rd</sup> Pl. & 27<sup>th</sup> Ct.  
Ocala, FL 34478  
[charlie@altfo.com](mailto:charlie@altfo.com)

Re: Tradewinds Village  
PW Facility ID #3424620  
Marion County

Dear Mr. Demenzes:

Department personnel conducted an inspection of the above-referenced facility on May 22, 2020. Based on the information provided during and following the inspection, the facility was determined to be in compliance with the Department's rules and regulations. A copy of the inspection report is attached for your records, and any non-compliance items which may have been identified at the time of the inspection have been corrected.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Amada Fernandez at 407-897-4159 or via e-mail at [Amada.M.Fernandez@FloridaDEP.gov](mailto:Amada.M.Fernandez@FloridaDEP.gov).

Sincerely,

A handwritten signature in dark ink, appearing to read "Jill Farris".

Jill Farris, Manager  
Central District  
Florida Department of Environmental Protection

Enclosure: Inspection Report

cc: Amada Fernandez and Jill Farris, FDEP  
[UTILITIESMANAGEMENTTEAM@GMAIL.COM](mailto:UTILITIESMANAGEMENTTEAM@GMAIL.COM)  
Steve McGee, [SMCGEE1953@YAHOO.COM](mailto:SMCGEE1953@YAHOO.COM)

State of Florida  
Department of Environmental Protection  
Central District  
**SANITARY SURVEY REPORT**

Plant Name TRADEWINDS VILLAGE County Marion PWS ID # 3424620  
Plant Location NE 43<sup>rd</sup> Place and NE 27<sup>th</sup> Court, Ocala, FL 34478 Phone 352-622-4949  
Owner Name Tradewinds Utilities Inc. Phone 352-622-4949  
Owner Address P.O. Box 5220, Ocala, FL 34478  
Contact Person Charles Demenzes Title President Phone 352-622-4949  
This Survey Date 5/22/20 Last Survey Date 7/13/17 Last Compliance Inspection Date 7/31/08

**PWS TYPE:** Community

**PLANT CATEGORY & CLASS:** 5C

**MAX-DAY DESIGN CAPACITY:** 950,000 gpd

**PWS STATUS:** Approved

**TREATMENT PROCESSES IN USE**

Hypochlorination

**SERVICE AREA CHARACTERISTICS**

Subdivision

Food Service: ☐ Yes ☐ No ☒ N/A

Number of Service Connections 375

Population Served 1,313 Basis Operator

**OPERATION & MAINTENANCE LOG:** Yes

Location Plant

Comments \_\_\_\_\_

**CERTIFIED OPERATOR:** Yes

Operator(s) & Certification Class-Number:

Steve McGee C-1854

Hrs/day: Required Visit\* Actual Visit\*

Days/wk: Required 5+1 Actual 5+1

Non-consecutive Days? ☐ Yes ☐ No ☒ N/A

Comments \*Visit must total 0.6 hr/week

**MONTHLY OPERATION REPORTS (MORs)**

MORs submitted regularly? ☒ Yes ☐ No ☐ N/A

Data missing from MORs? ☒ No ☐ Yes ☐ N/A

Average Day (from MORs) 91,640 gpd

Maximum Day (from MORs) 250,000 gpd

Comments \_\_\_\_\_

Flow Measuring Device Flow Meter

Meter Size & Type 8" Water Specialties

Date Last Calibrated Unknown

**RAW WATER SOURCE**

☒ GROUND; Number of Wells 3

☐ PURCHASED from PWS ID # \_\_\_\_\_

☐ Emergency Water Source \_\_\_\_\_

Emergency Water Capacity \_\_\_\_\_

**STANDBY POWER SOURCE:** Yes

Source MQ Diesel - MQP30IZ

Capacity of Standby (kW) 100

Switchover: ☒ Automatic ☐ Manual

Hrs Operated Under Load 4 hrs/mo.

What equipment does it operate?

☒ Well Pumps Backup wells

☐ High Service Pumps \_\_\_\_\_

☒ Treatment Equipment All

Satisfy avg. daily demand? ☒ Yes ☐ No ☐ Unknown

Audio-visual alarm? ☒ Yes ☐ No

Comments \_\_\_\_\_

**PLANS AND MAPS**

Coliform Sampling Plan ☒ Yes ☐ No ☐ N/A

D/DBP Monitoring Plan ☒ Yes ☐ No ☐ N/A

Lead and Copper Plan ☒ Yes ☐ No ☐ N/A

Distribution System Map ☒ Yes ☐ No ☐ N/A

Emergency Response Plan ☒ Yes ☐ No ☐ N/A

Comments \_\_\_\_\_

**PREVENTIVE MAINTENANCE/O&M**

Operation & Maintenance Manual ☒ Yes ☐ No

Preventive Maintenance Program ☒ Yes ☐ No ☐ N/A

Flushing Program ☒ Yes ☐ No ☐ N/A

Records ☒ Yes ☐ No ☐ N/A

Isolation Valve Exercise ☒ Yes ☐ No ☐ N/A

Records ☒ Yes ☐ No ☐ N/A

Comments \_\_\_\_\_

**CROSS CONNECTION CONTROL**

# BFPAs None noted # Tested Unknown

WWTP RPZ Yes Date Tested Unknown

Written Plan Yes Date Unknown

Comments \_\_\_\_\_



**GROUND WATER SOURCE**

Well Number (Florida Unique Well ID #)		1 (AAG9349)	2 (AAG9348)	3 (AAG9347)	
Year Drilled		1983	1983	1991	
Depth Drilled		285'	140'	164'	
Drilling Method		Rotary	Rotary	Rotary	
Type of Grout		Neat cement	Neat cement	Neat cement	
Static Water Level		23'	23'	23'	
Pumping Water Level		Unknown	Unknown	Unknown	
Design Well Yield		Unknown	Unknown	Unknown	
Test Yield		Unknown	Unknown	Unknown	
Actual Yield (if different than rated capacity)		Unknown	Unknown	Unknown	
Strainer		Unknown	Unknown	Unknown	
Length (outside casing)		105'	111'	88'	
Diameter (outside casing)		6"	6"	10"	
Material (outside casing)		Black steel	Black steel	Black steel	
Well Contamination History		None	None	None	
Is inundation of well possible?		No	No	No	
6' X 6' X 4" Concrete Pad		Yes	Yes	Yes	
SET BACKS	Septic Tank	N/A	N/A	N/A	
	Reuse Water	N/A	N/A	N/A	
	WW Plumbing	>100'	>100'	>100'	
	Other Sanitary Hazard	None observed	None observed	None observed	
PUMP	Type	Submersible	Submersible	Vertical turbine	
	Manufacturer Name	Sta-Rite	Sta-Rite	Goulds	
	Model Number	Unknown	Unknown	Unknown	
	Rated Capacity (gpm)	185	185	950	
	Motor Horsepower	10	10	75	
Well casing 12" above grade?		Yes	Yes	Yes	
Well Casing Sanitary Seal		OK	OK	OK	
Raw Water Sampling Tap		Yes*	Yes	Yes	
Above Ground Check Valve		Yes	Yes	Yes	
Security		Yes	Yes	Yes	
Well Vent Protection		Yes	Yes	Yes	

**COMMENTS** Well 1 and 2 serve as back-up wells. \*Well 2 had threaded raw tap. Well 3 had algae on pump and wellpad.

### CHLORINATION (Disinfection)

Type: ☐ Gas ☒ Hypo  
Make (2) Chem-Tech Capacity 30 gpd  
Chlorine Feed Rate 80% stroke  
Avg. Amount of Cl<sub>2</sub> gas used N/A  
Chlorine Residuals: Plant 0.69 Remote 0.53  
Remote tap location Terry's Sports Bar & Grill  
DPD Test Kit: ☐ On-site ☒ With operator  
☐ None ☐ Not Used Daily  
Injection Points Prior to elevated tank  
Booster Pump Info N/A  
Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chlorine Gas Use Requirements	YES	NO	Comments
Dual System	<input type="checkbox"/>	<input type="checkbox"/>	
Auto-switchover	<input type="checkbox"/>	<input type="checkbox"/>	
Alarms:			
Loss of Cl <sub>2</sub> capability	<input type="checkbox"/>	<input type="checkbox"/>	
Loss of Cl <sub>2</sub> residual	<input type="checkbox"/>	<input type="checkbox"/>	
Cl <sub>2</sub> leak detection	<input type="checkbox"/>	<input type="checkbox"/>	
Scale	<input type="checkbox"/>	<input type="checkbox"/>	
Chained Cylinders	<input type="checkbox"/>	<input type="checkbox"/>	
Reserve Supply	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate Air-pak	<input type="checkbox"/>	<input type="checkbox"/>	
Sign of Leaks	<input type="checkbox"/>	<input type="checkbox"/>	
Fresh Ammonia	<input type="checkbox"/>	<input type="checkbox"/>	
Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	
Room Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
Warning Signs	<input type="checkbox"/>	<input type="checkbox"/>	
Repair Kits	<input type="checkbox"/>	<input type="checkbox"/>	
Fitted Wrench	<input type="checkbox"/>	<input type="checkbox"/>	
Housing/Protection	<input type="checkbox"/>	<input type="checkbox"/>	

### AERATION (Gases, Fe, & Mn Removal)

Type \_\_\_\_\_ Capacity \_\_\_\_\_  
Aerator Condition \_\_\_\_\_  
Visible Algae Growth \_\_\_\_\_  
Protective Screen Condition \_\_\_\_\_  
Frequency of Cleaning \_\_\_\_\_  
Date Last Inspected/Cleaned \_\_\_\_\_  
Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### STORAGE FACILITIES

(G) Ground (C) Clearwell (E) Elevated  
(B) Bladder (H) Hydropneumatic / flow-through

Tank Type/Number	H1/ft	H2/ft*	E
Capacity (gal)	5,000	10,000	200,000
Material	Steel	Steel	Steel
Gravity Drain	Yes	Yes	Yes
By-Pass Piping	Yes	Yes	Yes
Protected Openings	Yes	Yes	Yes
Sight Glass or Level Indicator	Yes	Yes	Yes
PRV/ARV	PRV	PRV	None
Pressure Gauge	No	No	Yes
On/Off Pressure	N/A	N/A	40/60'
Access Secured	Yes	Yes	Yes
Access Manhole	Yes	Yes	Yes
Tank Sample Tap Location	On tank	On tank	Discharge piping
Date of Inspection	N/A	N/A	12/19
Date of Cleaning	N/A	N/A	12/19

Comments H1 and H2 offline since about 2015.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### HIGH SERVICE PUMPS

Pump Number		
Type		
Make		
Model		
Capacity (gpm)		
Motor HP		
Date Installed		

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEFICIENCIES:**

Areas of Concern	Rule	Corrective Action	Date Corrected	Significant Deficiency?
Vertical turbine pump and well pad had biogrowth.	62-555.350(2)	Thoroughly clean.	6/2/20 – Debbie Dillon stated in an email that algae growth had been treated with chlorine and removed.	No
Raw sample tap is threaded. [Well 2 had threaded raw tap.]	62-555.320(8)(b)2	Provide a downward opening, smooth-nosed raw water sampling tap with no threads, at least 12" above well pad, located before the check valve if possible & before all treatment facilities & chemical application points.	6/2/20 – Debbie Dillon stated in an email that the threaded tap had been trimmed and was no longer threaded.	No
No record that the calibration of the finished-drinking-water flow meter has been checked.	62-555.350(2)	The calibration of finished-drinking-water flow meters should be checked at least once every 5 years.	6/4/20 – Flow meter calibration was completed 6/4/20.	No

**MONITORING REMINDER:**

- Nitrate and nitrite samples are required to be collected from the point of entry (POE) to the distribution system annually. The 2020 results have not been received.
- The consumer confidence report (CCR) must be delivered to consumers and the Department no later than July 1, 2020, and certification of delivery of the CCR must be submitted to the Department no later than August 10, 2020.
- Monitoring schedules are available on the Central District's Drinking Water site:

<https://floridadep.gov/central/central/content/resources-drinking-water-facilities-and-operators-central-district>

**COMMENTS:**

- Contact FRWA (Florida Rural Water Association) at 850-668-2746, or [frwa@frwa.net](mailto:frwa@frwa.net), for free technical assistance with your system. FRWA has extended benefits offered to members.
- Provide documentation that the finished-drinking-water meter has been calibrated at least every 5 years.  
 Checking the calibration of finished-drinking-water meters at treatment plants shall be performed in accordance with the equipment manufacturer's recommendations or in accordance with a written preventive maintenance program established by the supplier of water. [Rule 62-555.350(2), F.A.C.]
- Suppliers of water shall submit written notification to the Department before beginning work or alterations to the public water system. Each notification shall be submitted to the appropriate Department of Environmental Protection District Office or Approved County Health Department and shall include the following: a description of the scope, purpose, and location of the work or alterations; and assurance that the work or alterations will comply with

applicable requirements listed in Rule 62-555.330, F.A.C. Suppliers of water may begin such work or alterations 14 days after providing notification to the Department unless they are advised by the Department that the notification is incomplete or that a construction permit is required.

- Suppliers of water shall telephone the SWO at 1-800-320-0519 immediately (i.e., within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system. [Rule 62-555.350(10)(a), F.A.C.]
- Suppliers of water shall telephone, and speak directly to a person at, the appropriate DEP District Office as soon as possible, but never later than noon of the next business day, in the event of any of the following emergency or abnormal operating conditions:
  - The occurrence of any abnormal color, odor, or taste in a public water system's raw or finished water;
  - The failure of a public water system to comply with applicable disinfection requirements; or
  - The breakdown of any water treatment or pumping facilities, or the break of any water main, in a public water system if the breakdown or break is expected to adversely affect finished-water quality, interrupt water service to 150 or more service connections or 350 or more people, interrupt water service to any one service connection for more than eight hours, or necessitate the issuance of a precautionary "boil water" notice in accordance with the Department of Health's "Guidelines for the Issuance of Precautionary Boil Water Notices" as adopted in Rule 62-555.335, F.A.C. [Rule 62-555.350(10)(b), F.A.C.]
- Suppliers of water shall notify affected water customers in writing or via telephone, newspaper, radio, or television; and telephone, and speak directly to a person at, the appropriate DEP District Office by no later than the previous business day before taking PWS components out of operation for planned maintenance or repair work if the work is expected to adversely affect finished-water quality, interrupt water service to 150 or more service connections or 350 or more people, interrupt water service to any one service connection for more than eight hours, or necessitate the issuance of a precautionary "boil water" notice in accordance with the Department of Health's "Guidelines for the Issuance of Precautionary Boil Water Notices" as adopted in Rule 62-555.335, F.A.C. [Rule 62-555.350(10)(d), F.A.C.]
- Suppliers of water shall issue precautionary "boil water" notices as required or recommended in the Department of Health's "Guidelines for the Issuance of Precautionary Boil Water Notices" as adopted in Rule 62-555.335, F.A.C. [Rule 62-555.350(11), F.A.C.]



Inspector Signature

Amada Fernandez

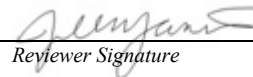
Printed Name

Environmental Specialist II

Title

6/10/20

Date



Reviewer Signature

Jill Farris

Printed Name

Environmental Manager

Title

6/10/20

Date



## Certification of Delivery of Consumer Confidence Report

**GENERAL INSTRUCTIONS:** This form shall be completed by all community water systems (CWSs) that have prepared a Consumer Confidence Report (CCR) in accordance with Rule 62-550.824, F.A.C., Consumer Confidence Reports. At the end of this form is a certification in which a system's authorized representative shall certify that the reported information is accurate and is in conformance with Rule 62-550.824, F.A.C. **COMPLETE THIS FORM AND SUBMIT IT BY AUGUST 10**, together with a copy of your system's CCR, sample email or water bill (with URL notification of CCR, if applicable), and any newspaper notice(s) and posted notice(s) of your CCR, to the appropriate DEP district office or Approved County Health Department (ACHD). Systems serving 100,000 or more persons posting their CCRs on publicly accessible internet sites shall provide the information on the appropriate Internet link(s). All information provided on this form must be typed or printed in ink.

### I. General Water System Information (To be completed by all Community water systems.)

System Name: Tradewinds Subdivision Contact Person: Deborah Dillon  
PWS ID Number: 3424620 Contact Phone No: (352) 622-4949  
Mailing Address: P. O. Box 5220 City: Ocala  
State: FL Zip: 34478 **POPULATION** \* Served 1313  
(\* **Not** the # of Service Connections)

### II. CCR Distribution Method (To be completed by all Community water systems. Choose A or B as appropriate.)

☐ A. We mailed, emailed, or otherwise directly delivered a copy of our CCR to each customer on June 11, 2021.  
(enter date(s) of mailing or delivery) using the method(s) checked below:

- ☐ a. **Mailed** CCR  
☐ b. **Mailed** notice (e.g. water bill) with **direct URL** to the CCR  
☐ c. **Emailed** CCR as an **embedded** image or as an **attachment**  
☐ d. **Emailed** notice with a **direct URL** to the CCR  
☐ e. **Otherwise directly delivered** CCR to every customer. [ ] **Hand Delivered to Every Resident/Consumer**  
or Explain: \_\_\_\_\_

☒ B. We were eligible to use a mailing waiver and used a mailing waiver. (Systems are eligible to use a mailing waiver only if they serve fewer than 10,000 persons, have not had any MCL or monitoring and reporting (M/R) violations, nor have been issued any formal Notices of Violations (NOVs), Consent Orders, Administrative Orders, or court-ordered civil actions during the calendar year before the year the CCR is due to the customers). Answer (a), (b) and (c) below:

- ☐ a. Date of newspaper: \_\_\_\_\_  
☐ b. Name of newspaper/newsletter that published our CCR: \_\_\_\_\_  
☒ c. A copy of our notice to customers, informing them that our CCR will not be mailed to them, is attached  
This notice was: [ X ] mailed with bill; [ ] published in newspaper/newsletter; [ ] Posted in public location  
with the CCR - Provide Location: 6/29/21; printed on paper bills, emailed with Ebills, &  
or [ X ] other (describe: provided to Homeowner Association)

### III. Posting of CCR on the Internet. (To be completed by all CWSs serving 100,000 or more persons.)

We posted our CCR on this publicly accessible internet site: \_\_\_\_\_  
\_\_\_\_\_



**IV. Report on Your Effort to Distribute Your CCR to Your Water Consumers.****(To be completed by all CWSs. Check all items that apply - at least one item must be checked.)**

In addition to the methods selected in Part II:

- ☐ A. We posted our CCR on this publicly accessible internet site: \_\_\_\_\_
- ☐ B. We published our CCR in the local newspaper(s). The name(s) and date(s) of the newspaper(s) are: \_\_\_\_\_
- ☐ C. We advertised the availability of our CCR as a press release, radio announcement, or TV announcement. The type(s) and date(s) of advertisement(s) are: \_\_\_\_\_
- ☒ D. We delivered multiple copies of our CCR to single bill addresses serving several persons.
- ☐ E. We delivered multiple copies of our CCR to the following community organization(s): \_\_\_\_\_
- ☐ F. Our CCR was posted in the following public location(s): \_\_\_\_\_
- ☒ G. Our CCR was distributed by other methods (e.g., additional copies placed in entry hall to facility). Describe: Additional copies available at Utility Office, also provided to HOA

**V. Use of Non-English Language in CCR. (To be completed by all community water systems.)**

- ☐ Information in a non-English language was included in our CCR because 20% or more of our customers do not speak English, but speak \_\_\_\_\_. The method used to determine proportion of non-English speaking customers is \_\_\_\_\_
- ☒ This requirement does not apply to our system because we have no non-English speaking group among our customers equal to or exceeding 20% of our total number of customers.

**VI. Other Delivery Requirements. (To be completed by all community water systems.)**

(A.) Was a copy of your CCR sent to your county health department, as required by rule?

☒ Yes ☐ No

(B.) Is your system regulated by the Public Service Commission (PSC)?

☒ Yes ☐ No

If Yes, was a copy of your CCR sent to the PSC, as required by rule?

☒ Yes ☐ No

(C.) If your system sells water to other systems, have you provided them with either a copy of your CCR or the required consumer confidence information?

☐ Yes ☐ No ☒ Not Applicable**VII. Certification of Delivery of CCR and Compliance with Regulations. (To be completed by all CWSs.)**

This statement certifies that the above named community public water system has distributed its CCR for the time period starting January 1, 2020 and ending December 31, 2020, to its customers on June 29, 2021 (mm/dd) and provided the appropriate notices of availability according to the requirements listed in this form, which are also found in Rule 62-550.824, F.A.C. This statement also certifies that the reported information is correct and consistent with the compliance monitoring data for the same period previously submitted to the Department, and that the report has been delivered to the agencies identified in Rules 62-550.824(3)(e)3., and 4., F.A.C.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

NAME (please print): Lisa K. SauppTitle: Authorized RepresentativeDate: 07/31 / 2021☒ A copy of our CCR is attached, andCompleted w/ info provided by Deborah Dillon

☐ If using electronic delivery, a copy of our sample email or notice (e.g. water bill), with URL leading directly to the CCR and not a general information website, is attached.

# Annual Drinking Water Quality Report for 2020

## Tradewinds

Florida Department of Environmental Protection Public Water System ID # 3424620

We're pleased to provide you with this year's Annual Water Quality Report. The report is designed to inform you about the quality water and services we deliver to you every day. Our goal is to provide you with a dependable supply of quality drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect your water resources. We are committed to ensuring the quality of your water.

The source of our water is groundwater from three wells located in the community. The wells draw from the Floridan aquifer, one of the world's most protected sources. Our water is chlorinated for disinfection purposes. In 2020 the Department of Environmental Protection performed a Source Water Assessment on our system. The assessment was conducted to provide information about any potential sources of contamination in the vicinity of our wells. There is one potential source of contamination identified for this system with a low susceptibility level. The assessment results are available on the FDEP Source Water Assessment and Protection Program website at [www.dep.state.fl.us/swapp](http://www.dep.state.fl.us/swapp).

If you have any questions about this report or concerning your water utility please contact **Deborah Dillon (352) 622-4949**, during normal business hours. We encourage our valued customers to be informed about their water utility.

We routinely monitor for constituents in your drinking water according to Federal and State laws, rules and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2020. Data obtained before January 1, 2020, and presented in this report are from the most recent testing performed in accordance with the laws, rules and

WATER QUALITY TEST RESULTS FOR TRADEWINDS								
Inorganic Contaminants								
Contaminant and Unit of Measurement		Dates of Sampling (mo./yr.)	MCL Violation Yes / No	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
Antimony	(ppb)	Dec '18	No	0.2	N/A	6	6	Discharge from petroleum refineries; fire retardants; ceramics; electronics; solder
Arsenic	(ppb)	Dec '18	No	0.7	N/A	N/A	10	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Fluoride	(ppm)	Dec '18	No	0.16	N/A	4	4.0	Erosion of natural deposits; discharge from fertilizer and aluminum factories. Water additive which promotes strong teeth when at optimum levels between 0.7 and 1.2 ppm
Nickel	(ppb)	Dec '18	No	1.4	N/A	N/A	100	Pollution from mining and refining operations; natural occurrence in soil
Nitrate (as Nitrogen)	(ppm)	Dec '20	No	0.59	N/A	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium	(ppm)	Dec '18	No	6.8	N/A	N/A	160	Salt water intrusion; leaching from soil
Stage 2 Disinfectants and Disinfection By-Products								
Disinfectant or Contaminant and Unit of Measurement		Dates of Sampling (mo./yr.)	MCL or MRDL Violation Yes / No	Level Detected	Range of Results	MCLG or MRDLG	MCL or MRDL	Likely Source of Contamination
Chlorine	(ppm)	2020	No	1.6	0.7 - 2.1	MRDLG = 4	MRDL = 4.0	Water additive used to control microbes
Haloacetic Acids (five) (HAA <sub>5</sub> )	(ppb)	Aug '20	No	3.05	2.81 - 3.05	N/A	MCL = 60	By-product of drinking water disinfection
Total trihalomethane (tTHM)	(ppb)	Aug '20	No	15.7	14.4 - 15.7	N/A	MCL = 80	By-product of drinking water disinfection
Lead and Copper (Tap Water)								
Contaminant and Unit of Measurement		Dates of Sampling (mo./yr.)	AL Violation Yes / No	90th Percentile Result	No. of Sampling Sites Exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper	(ppm)	Aug '18	No	0.006	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead	(ppb)	Aug '18	No	1.4	0	0	15	Corrosion of household plumbing systems; erosion of natural deposits

In the table presented you may find unfamiliar terms and abbreviations. To help you better understand these terms we have provided the following definitions (please note not all definitions may pertain to your report):

- Action Level (AL) – the concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.
- Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial growth.
- Maximum Residual Disinfectant Level Goal (MRDLG) – The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.
- ND – This abbreviation means not detected and indicates that the substance was not found by laboratory analysis.
- Parts per million (ppm) or milligrams per Liter (mg/L) - one part of analyte (by weight) to 1 million parts of water sample (by weight).
- Parts per billion (ppb) or micrograms per Liter (µg/L) - one part of analyte (by weight) to 1 billion parts of water sample (by weight).
- Picocurie per liter (pCi/L) - measure of the radioactivity in water.

### What does this mean?

**As you can see our system had no violations of water quality. We're very proud that your drinking water meets all Federal and State requirements.**

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals, and in some cases radioactive material, and can pick up substances resulting from the presence of animals or human activity.

Contaminants that may be present in source water include:

- a. Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- b. Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- c. Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- d. Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- e. Radioactive contaminants, which may be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. The FDA (Food & Drug Administration) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice from their health care providers about their drinking water. EPA/CDC (Center for Disease Control) guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are also available from the Safe Drinking Water Hotline (800-426-4791).

We are committed to ensuring the quality of your water. If you have any questions or concerns about the information provided please feel free to call (352) 622-4949.



# FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FLORIDA 32803

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

August 3, 2020

Charles DeMenzes, President  
Tradewinds Utilities Inc.  
2925 NE 43rd Pl  
Ocala, Florida 34478  
utilitiesmanagementteam@gmail.com

Re: Warning Letter  
Tradewinds WWTF  
DW FLA010699  
Marion County

Dear Mr. Demenzenes:

A Compliance Evaluation Inspection (CEI) was conducted at your facility on July 14, 2020. During this inspection, possible violations of Chapter 403, F.S., Chapter 62-610, Florida Administrative Code (F.A.C.), and Chapter 62-620, F.A.C. were observed.

During the inspection Department personnel noted the following:

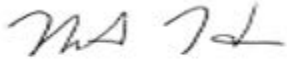
- Failure to meet Administrative Order AO-SS-16-016 reporting requirements
- Failure to meet secondary treatment requirements for Total Suspended Solids (TSS)
- Failure to submit quarterly groundwater monitoring reports
- Failure to maintain the clay lined holding pond
- Failure to maintain the spray field

Please contact Carolyn Hall, at (407) 897-4114, within **7 days** of receipt of this Warning Letter to arrange a meeting to discuss this matter. The Department is interested in receiving any facts you may have that will assist in determining whether any violations have occurred. You may bring anyone with you to the meeting that you feel could help resolve this matter.

Please be advised that this Warning Letter is part of an agency investigation, preliminary to agency action in accordance with Section 120.57(5), Florida Statutes. We look forward to your cooperation in completing the investigation and resolving this matter.

Tradewinds WWTF; Facility ID No.: FLA010699  
Warning Letter  
Page 2 of 2  
Date

Sincerely,



*On behalf of:*

Aaron Watkins, Director  
Central District  
Florida Department of Environmental Protection

AW/nh/ds/ch

Enclosures: Inspection Report (with attachments)

cc: Steve McGee [smcgee1953@yahoo.com](mailto:smcgee1953@yahoo.com)

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**WASTEWATER COMPLIANCE INSPECTION REPORT**

<b>Facility Name and Physical Address</b> Tradewinds WWTF 2925 NE 43rd Pl Ocala, FL 34479	<b>WAFR ID</b> FLA010699  <b>Facility Phone #</b> N/A	<b>County</b> Marion	<b>Entry Date</b> 7/14/2020  <b>Exit Date</b> 7/14/2020	<b>Entry Time</b> 9:38 am  <b>Exit Time</b> 10:21 am
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LAT	29	°	13	'	53.37	"
LONG	82	°	5	'	48.28	"

<b>Name(s) of Field Representatives(s) and Title</b> Steve McGee	<b>Operator Certification #</b> C-0008154	<b>Email</b> smcgee1953@yahoo.com	<b>Phone</b> (352)598-2121
---	--	--------------------------------------	-------------------------------

<b>Name &amp; Address of Permittee / Designated Rep.</b> Charles DeMenzes PO Box 5220 Ocala, FL 34478	<b>Title</b> President	<b>Email</b> <a href="mailto:utilitiesmanagementteam@gmail.com">utilitiesmanagementteam@gmail.com</a>	<b>Phone</b> (352) 622-4949
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<b>Inspection Type</b>	C	E	I		<b>Samples Taken(Y/N):</b> N	<b>Sample ID#:</b> N/A	<b>Samples Split (Y/N) :</b> N
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☒ **Domestic**
     
 ☐ **Industrial**

FACILITY COMPLIANCE AREAS EVALUATED							
IC = In Compliance; MC = Minor Out of Compliance; NC = Out of Compliance; SC = Significant out of Compliance; NA = Not Applicable; NE = Not Evaluated Significant Non-Compliance Criteria Should be Reviewed when Out of Compliance Ratings Are Given in Areas Marked by a "♦"							
	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL
IC	1. ♦ Permit	IC	3. Laboratory	IC	6. Facility Site Review	SC	9. ♦ Effluent Quality
NA	2. ♦ Compliance Schedules	IC	4. Sampling	IC	7. Flow Measurement	NC	10. ♦ Effluent Disposal
		NC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	IC	11. Biosolids
						NC	12. ♦ Groundwater
NA	14. Other					IC	13. ♦ SSO Survey

<b>Facility and/or Order Compliance Status:</b>	<input type="checkbox"/> In-Compliance	<input type="checkbox"/> Out-Of -Compliance	<input checked="" type="checkbox"/> Significant-Out-Of-Compliance
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<b>Recommended Actions: Warning Letter</b>		
<b>Name(s) and Signature(s) of Inspector(s)</b>  Carolyn Hall  	<b>District Office/Phone Number</b>  Central District (407) 897-4114	<b>Date</b>  7/15/2020
<b>Name and Signature of Reviewer</b>  David Smicherko  	<b>District Office/Phone Number</b>  Central District (407) 897-4169	<b>Date</b>  8/3/2020



Single Event Violations (*SNC SEVs)				
Check for Yes	Evaluation Area	Description	Finding Description	Finding ID
<input type="checkbox"/>	Permit	Effluent Violations - Unapproved Bypass	Wastewater was diverted from a portion of the treatment process without department approval.	UNBY
<input type="checkbox"/>	*Permit	Permit Violations - Discharge Without a Valid Permit	The facility was operating without a permit or with an expired permit.	UPHI
<input type="checkbox"/>	Permit	Permit Violations - Failure to Submit Timely Permit Renewal Application	The permittee failed to submit an application to renew the existing permit at least 180 days prior to expiration.	PFSA
<input type="checkbox"/>	Laboratory	Management Practice Violations - Laboratory Not Certified	The laboratory was not certified by the Florida Department of Health and therefore is not certified to meet NELAC standards.	LNCE
<input type="checkbox"/>	Sampling	Monitoring Violations - Analysis not Conducted	The facility failed to collect and/or analyze samples as required by permit or enforcement action.	ANCV
<input type="checkbox"/>	Sampling	Monitoring Violations - Failure to Monitor for Toxicity Requirements	The facility failed to collect and/or analyze routine or follow-up toxicity samples.	FTOX
<input type="checkbox"/>	Records and Reports	Management Practice Violations - Failure to Develop Adequate SPCC Plan	The facility failed to develop or maintain their Spill Prevention Control and Countermeasures (SPCC) plan.	FSPC
<input type="checkbox"/>	Records and Reports	Management Practice Violations - Failure to Maintain Records	The facility failed to maintain records for the required retention period.	FMRR
<input type="checkbox"/>	Records and Reports	Reporting Violations - Failure to Notify	The permittee failed to notify the department of any event or activity that requires notification as required by permit or rule.	RSWP
<input type="checkbox"/>	Records and Reports	Reporting Violations - Failure to Submit DMRs	The permittee failed to submit any DMR required by rule, permit, or enforcement action in a timely manner.	FDMR
<input type="checkbox"/>	Records and Reports	Reporting Violations - Failure to submit required report (non-DMR, non-pretreatment)	The facility failed to submit any report required by rule, permit, enforcement action or inspection activity except for DMRs.	FRPT
<input type="checkbox"/>	Facility Site Review	Management Practice Violations - Improper Land Application (non-503, non-CAFO)	The land application system was not being maintained.	LASN
<input type="checkbox"/>	Flow Measurement	Monitoring Violations - No Flow Measurement Device	The facility failed to install a flow measurement device, an approved flow measurement device, or a working flow measurement device.	NOFL
<input type="checkbox"/>	Operation and Maintenance	Management Practice Violations - Improper Operation and Maintenance	The facility failed to follow their operation and maintenance plan/manual or their Biosolids Nutrient Management Plan.	IONM
<input type="checkbox"/>	Operation and Maintenance	Management Practice Violations - Inflow/Infiltration (I/I)	The facility had an inflow and infiltration problem causing collection system issues and/or operational issues.	ININ
<input type="checkbox"/>	Operation and Maintenance	Management Practice Violations - No Licensed/Certified Operator	The facility was being operated without a certified operator or by an operator that is not licensed for the size of plant.	ONCO
<input type="checkbox"/>	*Effluent Quality	Effluent Violations - Failed Toxicity Test	Persistent acute toxicity has been documented through follow-up tests.	EATX
<input type="checkbox"/>	*Effluent Quality	Effluent Violations - Failed Toxicity Test	Persistent chronic toxicity has been documented through follow-up tests.	ECTX
<input type="checkbox"/>	*Effluent Quality	Effluent Violations - Failed Toxicity Test	Persistent acute or chronic toxicity has been documented in the effluent through the use of routine and follow-up tests.	ETOX
<input type="checkbox"/>	Effluent Quality	Effluent Violations - Narrative Effluent Violation	The facility violated a permit or enforcement narrative effluent limit.	XNEV
<input type="checkbox"/>	*Effluent Quality	Effluent Violations - Reported Fish Kill	The facility had a discharge of wastewater that resulted in a fish kill.	XFSH
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Discharge to Waters	A sewage spill from any components of a collection/transmission system or from a treatment plant reached surface waters including stormwater conveyance system or drainage ditch.	SSO1
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Failure to Maintain Records or Meet Record Keeping Requirements	The facility failed to keep routine documentation and reporting records of spills, and/or operation and maintenance activities on the collection/transmission system.	SSO2
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Failure to monitor	The facility failed to collect and/or analyze bacteriological samples for sewage spills that reached surface waters.	SSO3
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Failure to report violation that may endanger public health 122.41(1)(7)	The facility failed to report a sewage spill within 24 hours of discovery.	SSO4
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Improper Operation and Maintenance	The facility failed to perform routine preventative maintenance to keep the collection/transmission system in good working order.	SSO5
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Overflow to Dry Land	A sewage spill from any part of a collection/transmission system or treatment plant that did not make it to surface waters, i.e., stormwater collection system, drainage ditch, stream, pond, or lake.	SSO6

### Facility Treatment Summary:

An existing 0.081 million gallon day (mgd) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant (a 0.065 mgd plant in parallel with a 0.050 mgd plant) consisting of flow equalization, aeration, secondary clarification, chlorination, and aerobic digestion of biosolids.

**Land Application R-001:** An existing 0.081 MGD annual average daily flow permitted capacity slow-rate restricted public access reuse system. R-001 consists of a three-day clay-lined holding pond and a 2.34 acre sprayfield located approximately at latitude 29°13' 59" N, longitude 82°5' 45" W.

### 1. ♦Permit: In-Compliance

Current Permit available on-site?	Yes
Date Permit issued	December 22, 2015
Date Permit Expires	December 21, 2020
Permit Renewal Application due by	June 24, 2020
Administrative or Judicial Orders?	Administrative Order

- 1.1 Observation: The facility is currently under Administrative Order AO-SS-16-016. Please see deficiency 5.1 and observations about the AO.
- 1.2 Observation: At the time of inspection the permit renewal is in house.
- 1.3 Observation: At the time of inspection a copy of the current permit was available on site.

### 2. ♦Compliance Schedules: Not Applicable

Compliance Schedule in Permit met?	Not Applicable
Compliance Schedules in Order are being met?	Not Applicable

- 2.1 Observation: At the time of inspection there are no compliance schedules listed in permit or the administrative order.

### 3. Laboratory: In-Compliance

Contract Lab Name and Certification #	Aqua Pure Water & Sewer Service E83265
Facility NELAC Certification #	Not Applicable

- 3.1 Observation: At the time of inspection a copy of the current lab certification was on site and valid until June 30, 2021.

**4. Sampling:** In-Compliance

Sampling conducted during inspection?	No
Sampling observed during inspection?	No
Sampling conducted at locations identified by the permit?	Yes
Safe access to sampling locations?	Yes

- 4.1 Observation: At the time of inspection the operator is able to identify the correct sampling locations for EFA-1 as the chlorine contact chamber.

**5. ♦Records and Reports:** Out-of-Compliance

Documents/Records reviewed	Time frame
Discharge Monitoring Reports (DMRs)	From 06/01/2019 to 06/30/2020

- 5.1 **Deficiency: The biannual Total Nitrogen status reports have not been submitted for January 1, 2020 and July 1, 2020 in accordance with the Administrative Order AO-SS-16-016.**

Rule/Permit Reference: 403.161(1)(b), F.S. It shall be a violation of this chapter, and it shall be prohibited for any person: (b) To fail to obtain any permit required by this chapter or by rule or regulation, or to violate or fail to comply with any rule, regulation, order, permit, or certification adopted or issued by the department pursuant to its lawful authority. Administrative Order AO-SS-16-016 (1): An Administrative Order (AO) is attached to this permit revision and is incorporated into the permit for this wastewater treatment facility. The AO requires that Total Nitrogen in the reclaimed water from the wastewater facility referenced above be monitored, reported and subsequently reduced to 6.0 mg/L by October 26, 2020 since this facility is located within the Primary Protection Zone. The attached AO also requires biannual status reports discussing the facility's ability and/or plans to meet this new reclaimed water limit. The reports will be due January 1 and July 1 beginning in 2017. Your current operating permit expires December 21, 2020.

Corrective Action: Please submit the status reports on how the facility will comply with the Total Nitrogen limit set forth in AO-SS-16-016.

- 5.2 Observation: Historical department records indicate groundwater sampling was added to this facility because the clay lined holding pond may be percolating.
- 5.3 Observation: At the time of inspection the RPZ was last calibrated on September 16, 2019 and is not due yet.
- 5.4 Observation: At the time of inspection the operation and maintenance manual were available on site.

- 5.5 Observation: At the time of inspection the operator's certification for Steve McGee (C-0008154) was on site.
- 5.6 Observation: At the time of inspection the log book was on site. It was bound and numbered. It contained relevant sampling and maintenance.
- 5.7 Observation: At the time of inspection the operator is meeting and exceeding on site time requirements at 6 days a week for a half hour each day.

## **6. Facility Site Review: In-Compliance**

- 6.1 Observation: *Access Control*- At the time of inspection the facility grounds for the plant were properly locked and secured by a fence. An advisory sign was posted at the gate entrance. There were no excessive odors. No spills or leaks, excessive noise, or corrosion were noted at time of inspection. An RPZ backflow was present with no visible leaks.
- 6.2 Observation: *Headworks*- Influent is pumped in from one of the six lift station, through a bar screen and into a surge tank. From the surge tank water is diverted through a splitter box into one of two trains (McNeil and Marlof). The bar screen is manual and cleaned at each site visit. Debris are disposed of in a covered screenings container. There are minimal odors at the time of inspection, but within the boundary of the facility.
- 6.3 Observation: *Aeration Basin/Blower*- The facility contains two (2) blowers, one per train. At the time of inspection both blowers were operational. Each blower was covered. The RAS was in the correct position. The McNeil side of the plant contains two aeration basins. The contents in the aeration chambers were brown in color and appeared to be adequately mixed with no excessive foaming. No excessive noise or odor was noted. The Marlof side of the plant contains a total of 10 aeration basins. The contents were brown in color and appeared to be adequately mixed. There was no excessive foaming or excessive odors.
- 6.4 Observation: *Clarifier*- The McNeil plant contains two clarifiers. At the time of inspection, the surface of the clarifier was very turbid. The stilling well had minor debris. The skimmer was operational in each clarifier. The weirs appeared level with no fouling and to be functioning properly. Effluent from each clarifier was turbid. There are chlorine tablets in each weir, leaving the weirs clean and free of algae at the time of inspection. The Marlof plant contains one clarifier. Effluent in this plant was also turbid. The stilling well had minor debris and the skimmer was operational. Effluent leaving the weir was slightly turbid. The weir was level and without fouling.
- 6.5 Observation: *Disinfection*- The effluent from each plant joins into a wet well where it then goes to the chlorine contact chamber. Sodium hypochlorite was used for disinfection on site. There was one Chem Tech 100, 30 gpd hypo pump and it was operational. There is one baffle present. The chlorine contact chamber contained cloudy effluent and did not appear to have solids during inspection. Effluent is then pumped put into the spray field by two pumps.

- 6.6 Observation: *Digester/ Sludge Holding Tank*- The facility contains one sludge holding basin per train. At the time of inspection there was sufficient storage available in each, no excessive odors or vectors were noticed.
- 6.7 Observation: *Lift Station*- The facility contains six operational lift stations throughout the community that were not evaluated at the time of inspection.

**7. Flow Measurement: In-Compliance**

Flow meter present and location as per permit?	Yes
Easy access to flow meter?	Yes
Date of last flow meter calibration	See Observation

- 7.1 Observation: At the time of inspection a copy of the current flow calibration was not directly on site. It was located in the office for the permit renewal process. Department records show the flow calibration was completed on May 20, 2020 by Florida Rural Water Association.
- 7.2 Observation: At the time of inspection, a review of the logbook indicates the facility has a few days of exceeded flow. The operator notes Florida Rural Water association has been brought in to address this issue. Their current percent capacity is running around 90% and should be monitored.

**8. ♦Operation and Maintenance: In-Compliance**

Facility being operated as per permit?	Yes
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- 8.1 Observation: At the time of inspection the facility appears to be operating per the permit conditions.

**9. ♦Effluent Quality: Significant-Out-Of-Compliance**

DMRs review period	From 06/01/2019 to 06/30/2020
Any exceedances?	Yes

- 9.1 Deficiency: The following exceedances were noted during the DMR review period of June 1, 2019 to June 30, 2020.

Month	Monitoring Location	Parameter	Result	Limit
05/2020	EFA-1	BOD Monthly Avg	60 mg/L	30 mg/L
05/2020	EFA-1	BOD Weekly Avg	60 mg/L	45mg/L
05/2020	EFA-1	TSS Annual Avg	23.4 mg/L	20 mg/L
04/2020	EFA-1	TSS Annual Avg	23.7 mg/L	20 mg/L
03/2020	EFA-1	TSS Annual Avg	28.1 mg/L	20 mg/L

03/2020	EFA-1	TSS max	85 mg/L	60 mg/L
03/2020	EFA-1	TSS Weekly Avg	85 mg/L	45 mg/L
03/2020	EFA-1	TSS monthly Avg	85 mg/L	30 mg/L
02/2020	EFA-1	TSS Annual Avg	22 mg/L	20 mg/L
02/2020	EFA-1	TSS Monthly Avg	35 mg/L	30 mg/L
01/2020	EFA-1	TSS Monthly Avg	42 mg/L	30 mg/L
07/2019	EFA-1	TSS Annual Avg	21.8 mg/L	20 mg/L
07/2019	EFA-1	TSS Monthly Avg	48 mg/L	30 mg/L
07/2019	EFA-1	TSS Weekly Avg	48 mg/L	45 mg/L

Rule/Permit Reference: Chapter 62-610.420(b), F.A.C. Except as specifically required by other Department rules or Florida Statutes, all domestic wastewater facilities shall provide, at a minimum, secondary treatment of wastewater prior to reuse or disposal. Secondary treatment requirements are specified below:

(b) Total Suspended Solids

1. The annual average shall not exceed 20.0 mg/L,
2. The monthly average shall not exceed 30.0 mg/L,
3. The weekly average shall not exceed 45.0 mg/L; and,
4. The maximum-permissible concentration in any single sample shall not exceed 60.0 mg/L.

Corrective Action: The exceedances were reported on the DMR and marked as an exceedance. No further action is required at this time.

**9.2 Observation: The following Total Nitrogen limits were observed through the DMR review period of June 1, 2019 through June 30, 2020. These levels are trending upwards and will not meet the new requirements of the AO-SS-16-016 effective October 27, 2020.**

Month	Monitoring Location	Parameter	Result	New AO Limit Effective 10/27/2020
05/2020	EFA-1	Nitrogen, Total Annual Avg	30.7 mg/L	6 mg/L
04/2020	EFA-1	Nitrogen, Total Annual Avg	30.2 mg/L	6 mg/L
03/2020	EFA-1	Nitrogen, Total Annual Avg	29.2 mg/L	6 mg/L



02/2020	EFA-1	Nitrogen, Total Annual Avg	26.3 mg/L	6 mg/L
01/2020	EFA-1	Nitrogen, Total Annual Avg	22.2 mg/L	6 mg/L
12//2019	EFA-1	Nitrogen, Total Annual Avg	21.29 mg/L	6 mg/L
11/2019	EFA-1	Nitrogen, Total Annual Avg	19.95 mg/L	6 mg/L
10/2019	EFA-1	Nitrogen, Total Annual Avg	18.13 mg/L	6 mg/L
09/2019	EFA-1	Nitrogen, Total Annual Avg	17.91 mg/L	6 mg/L
08/2019	EFA-1	Nitrogen, Total Annual Avg	17.45 mg/L	6 mg/L
07/2019	EFA-1	Nitrogen, Total Annual Avg	24 mg/L	6 mg/L
06/2019	EFA-1	Nitrogen, Total Annual Avg	15.14 mg/L	6 mg/L

**10. ♦Effluent Disposal:** Out-of-Compliance

Facility discharging?	Yes
Discharge location(s) as per permit?	Yes

**10.1 Deficiency: At the time of inspection the clay lined holding pond had excessive vegetation, reducing the storage capacity.**

Rule/Permit Reference: Chapter 62-610.523, F.A.C.: (6) Rapid infiltration basins, percolation ponds, basins, trenches, or cells shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids

Corrective Action: Please remove the excessive vegetation and provide photos to the department by email.

**10.2 Deficiency: At the time of inspection the spray field was missing several spray heads.**

Rule/Permit Reference: Ch. 62-620.610(7) F.A.C. - All facilities and equipment necessary for the treatment, reuse, and disposal of domestic wastewater and biosolids shall be maintained, at a minimum, so as to function as intended. The permittee shall at all times properly operate and maintain the facility and systems of treatment and

control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit.

Corrective Action: Please repair the missing spray heads and provide photos to the department by email.

- 10.3 Observation: At the time of inspection the holding pond had dense aquatic vegetation in the center of the pond. Minimal water was noted in the pond.
- 10.4 Observation: At the time of inspection the spray field was recently on so only the perimeter was walked. It was noted at least 5 spray heads were missing and the valves to these spray head were turned off.
- 10.5 Observation: At the time of inspection the spray field appeared to have mostly even vegetative growth, but it was recently mowed. No ponding was observed.

#### **11. Biosolids:** In-Compliance

- 11.1 Observation: At the time of inspection there are copies of older hauling records (2017) on site from American Pipe and tank. The operator notes the new ones are in the office.

#### **12. ♦Groundwater Quality:** Out-of-Compliance

DMRs review period	From 06/01/2019-06/30/2020
Any exceedances?	See Observation
All monitoring wells accessible, secured & locked?	See Observation

- 12.1 **Deficiency:** The required MWC-1 ground water monitoring reports (Part D) have not been submitted to the department quarterly in accordance with the frequency in the Permit. The facility is currently missing 3<sup>rd</sup> and 4<sup>th</sup> Quarter reports for 2019 and 1<sup>st</sup> and 2<sup>nd</sup> Quarter reports for 2020.

Rule/Permit Reference: Permit Condition III.10 The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.9.:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	ft	In Situ	Quarterly
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Quarterly
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Quarterly

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Chloride (as Cl)	250	mg/L	Grab	Quarterly
Arsenic, Total Recoverable	10	ug/L	Grab	Quarterly
Cadmium, Total Recoverable	5	ug/L	Grab	Quarterly
Chromium, Total Recoverable	100	ug/L	Grab	Quarterly
Lead, Total Recoverable	15	ug/L	Grab	Quarterly
Coliform, Fecal	4	#/100mL	Grab	Quarterly
pH	6.5-8.5	s.u.	Grab	Quarterly
Turbidity	Report	NTU	Grab	Quarterly
Nitrogen, Total	Report	mg/L	Grab	Quarterly

**Corrective Action:** Please submit Part D ground water monitoring reports for 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2019 and 1<sup>st</sup> and 2<sup>nd</sup> Quarter 2020.

**13. ♦SSO Survey:** In-Compliance

- 13.1 Observation: At the time of inspection there have been no sanitary sewer overflows from June 1, 2019 to June 30, 2020.

**14. Other:** Not Applicable

# EXHIBIT L



# FLORIDA DEPARTMENT OF Environmental Protection

Central District Office  
3319 Maguire Blvd., Suite 232  
Orlando, Florida 32803

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

February 8, 2022

Charles Demenzes, Manager  
Tradewinds Utilities, Inc.  
1552 SW 7th Rd  
OCALA, FL 34471  
[charlie@altfo.com](mailto:charlie@altfo.com)

Re: Compliance Assistance Offer  
Tradewinds Village  
PW Facility ID #3424690  
Marion County

Dear Mr. Demenzes:

A file review was conducted on your facility on February 7, 2022. During this file review, potential non-compliance was noted. The purpose of this letter is to offer compliance assistance as a means of resolving this matter.

Specifically, Department records indicate your facility did not perform required testing for *lead and copper* sampling/testing, which were required to be *performed triennially* per rule 62-550, Florida Administrative Code (F.A.C) or according to your permit. The report was due by October 10, 2021 and was submitted late. The report was received by the Department on February 2, 2022.

We request you review the item of concern noted and respond in writing within **15 days** of receipt of this Compliance Assistance Offer. Your written response should include the following:

1. Describe what has been done to resolve the non-compliance issue or provide a schedule describing how/when the issue will be addressed.
  - Provide documentation on steps that have been taken to prevent future sampling omissions.
  - The system has incurred a monitoring and reporting violation. For community water systems, this violation must be included on the CCR issued in 2022.
2. Provide the requested information, or information that mitigates the concerns or demonstrates them to be invalid.

It is the Department's desire that you are able adequately address the aforementioned issues so that this matter can be closed. Your failure to respond promptly may result in the initiation of formal enforcement proceedings.

Tradewinds Village; Facility ID No.: 3424620  
Compliance Assistance Offer  
Page 2 of 2  
February 8, 2022

Please address your response and any questions to Miranda Rothenberger of the Central District Office at 407-897-4301 or via e-mail at [Miranda.Rothenberger@FloridaDEP.gov](mailto:Miranda.Rothenberger@FloridaDEP.gov). We look forward to your cooperation with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel K. Hall".

Daniel Hall, Environmental Manager  
Central District  
Florida Department of Environmental Protection

cc: Miranda Rothenberger, FDEP  
Reuben Law, [randkenvironmental@outlook.com](mailto:randkenvironmental@outlook.com)





# FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FLORIDA 32803

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

February 5, 2021

Charles DeMenzes, President  
Tradewinds Utilities Inc.  
2925 NE 43rd Pl  
Ocala, Florida 34478  
[charlie@altfo.com](mailto:charlie@altfo.com)

Re: Tradewinds WWTF  
DW Facility ID #FLA010699  
OGC Case No: 20-1413  
Marion County

Dear Mr. DeMenzes:

Enclosed is a Consent Order ("Order") prepared by the Department for resolution of the referenced enforcement case. Please review this document and within 10 days of receipt, either: 1) return a signed copy to the Department or 2) provide comments and suggested changes. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact Carolyn Hall at 407-897-4114 or via e-mail at [Carolyn.X.Hall@FloridaDEP.gov](mailto:Carolyn.X.Hall@FloridaDEP.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Watkins", is written over a horizontal line.

Aaron Watkins, Director  
Central District

Enclosure: Consent Order

cc: [utilitiesmanagementteam@gmail.com](mailto:utilitiesmanagementteam@gmail.com)

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	CENTRAL DISTRICT
	)	
v.	)	OGC FILE NO. 20-1413
	)	
TRADEWINDS UTILITIES, INC	)	
	)	

3. Respondent is the owner and is responsible for the operation of the Tradewinds WWTF, an existing 0.081 million gallon day (mgd) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant (a 0.065 mgd plant in parallel with a 0.050 mgd plant) consisting of flow equalization, aeration, secondary clarification, chlorination, and aerobic digestion of biosolids with existing 0.081 MGD annual average daily flow permitted capacity slow-rate restricted public access reuse system. R-001 consists of a three-day clay-lined holding pond and a 2.34-acre sprayfield ("Facility"). The Facility is operated under Wastewater Permit No. FLA010699 ("Permit"), which was issued on December 22, 2015 and will expire on December 21, 2020. The Facility is located at 2925 NE 43<sup>rd</sup> Place, Ocala, in Marion County, Florida, Latitude: 29°13' 54.37" North, Longitude: 82°5' 48.28" West, Parcel: 15845-

000-02, 15845-000-00 ("Property"). Respondent owns the Property on which the Facility is located.

4. The department finds that the following violation(s) occurred:

a) During an inspection on July 14, 2020 the sprayfield has several missing spray heads affecting the even loading of the sprayfield, which is a violation of Chapter 62-620.610(7) F.A.C.

b) During an inspection on July 14, 2020 the clay lined holding pond was not maintained which is a violation of Chapter 62-610.523 (6) F.A.C.

c) The facility has chronic effluent violations that generated a significant out of compliance with TSS limits exceeding five out of six months, which is a violation of Chapter 62-610.420 (b) F.A.C.

d) The facility is not meeting the requirements of Administrative Order AO-SS-16-016. The biannual status reports are not being submitted and do not accurately address the facilities ability to meet new Total Nitrogen limits currently not being met. This is a violation of Section 403.161 (1)(b) F.S.

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

**ORDERED:**

5. Respondent shall comply with the following corrective actions within the stated time periods:

a) Effective immediately, the Respondent shall continue to monitor the sprayfield and maintain the spray heads until connection to Marion County Utilities is complete.

b) Effective immediately, the Respondent shall continue to maintain all vegetation from the holding pond to maintain storage capacity until connection to Marion County Utilities is complete.

c) Respondent shall comply with the interim limit ("Interim Limit"), the discharge monitoring, and reporting requirements in the table below for discharges to the

sprayfield system at the Facility. All of the other parameter limits in the Permit remain the same and Respondent shall comply with all of the other conditions of the Permit. The Interim Limit shall become effective upon the first day of the month following the effective date of this Consent Order. The Interim Limit shall remain in effect until December 31, 2022.

Parameter	Units	Max./ Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitorin g Site Number	
Solids, Total Suspended	mg/L	Max Max Max Max	<b>33.0</b> <b>45.0</b> <b>55.0</b> <b>70.0</b>	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Nitrogen, Nitrate, Total (as N)	mg/L	Max	<b>18.0</b>	Annual Average	Annually	Grab	EFA-1	See <b>1.Error</b> <b>!</b> <b>Refere</b> <b>nce</b> <b>source</b> <b>not</b> <b>found..</b> 6
Nitrogen, Total	mg/L	Max Max	Report Report	Annual Average Monthly Average	Monthly	Grab	EFA-1	See <b>1.Error</b> <b>!</b> <b>Refere</b> <b>nce</b> <b>source</b> <b>not</b> <b>found..</b> 7

6. Within 30 days of the effective date of this Order, Respondent shall retain the services of a professional engineer, registered in the State of Florida, to accomplish all of the following:

- a) Designing modifications of the Facility collection systems to connect to Marion County Utilities Regional/ transmission System.

- b) Completing an application for a Department wastewater permit to construct the modifications listed in subparagraph (a).
- c) Overseeing the construction of the modifications to the Facility, effluent disposal system, or collection system.
- d) Submitting to the Department a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent disposal system, and collection system have been constructed in accordance with the provisions of the Permit.
- e) In the event the Department requires additional information to process the permit application described in subparagraph (c) of this paragraph, providing a written response containing the information requested by the Department within 90 days of the date of the request.

7. Within 60 days of the effective date of the Order, Respondent shall submit to the Department an Abandonment Plan for the facility and the effluent disposal system. Proper abandonment includes pumping the plant dry, disinfection of the plant's components, disconnecting the force mains, disconnecting the electrical systems, ensuring that water does not collect in the plant, removal of the plant, removing the drain plugs or installing permanent drains which will ensure that water does not collect in the plant. If the plant is to be demolished on-site, the bottom pad needs to be broken in pieces to provide percolation. All sludge and debris shall be disposed at an approved site.

8. Within 400 days of the effective date of this Order, Respondent shall complete the proper abandonment of the facility and the effluent disposal system.

9. Every calendar quarter after the effective date of this Order, Respondent shall submit in writing to the Department a report containing information concerning the status and progress of projects being completed under this Order, information as to compliance or noncompliance with the applicable requirements of this Order including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work to be performed pursuant to this Order during the 12-

month period which will follow the report. These reports shall be submitted to the Department within 30 days following the end of the quarter.

10. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by paragraphs 5 and 6 within 400 days of the effective date of this order or the current applicable Wastewater Permit expiration date (whichever comes first), and be in full compliance with Rule 62-600, F.A.C., regardless of any intervening events or alternative time frames imposed in this Order.

11. Within 30 days of the effective date of this Order, Respondent shall pay the Department \$2,250.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$2,000.00 for civil penalties and \$250.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes 1 violation that each warrant a penalty of \$2,000.00 or more.

12. Respondent agrees to pay the Department stipulated penalties in the amount of \$1000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 5 and 6 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in paragraphs 10 and 11, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph # of this Order.

13. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at:



<http://www.fldeportal.com/go/pay/>. It will take a number of days after this order is final and effective filed with the Clerk of the Department before ability to make online payment is available.

14. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Compliance Assurance Program, Department of Environmental Protection, Central District, 3319 Maguire Blvd., Suite 232, Orlando, FL 32803-3767 or by email at [DEP\\_CD@dep.state.fl.us](mailto:DEP_CD@dep.state.fl.us).

15. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

16. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

17. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon

becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

18. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

19. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

20. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

21. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$10,000.00 per day per violation, and criminal penalties.

22. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

23. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

24. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

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

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;

- d) A statement of when and how the petitioner received notice of the Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Central District, 3319 Maguire Blvd., Orlando, FL 32803. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

26. Rules referenced in this Order are available at

<https://softlive.dep.state.fl.us/ogc/ogc/content/rules>

FOR THE RESPONDENT:

\_\_\_\_\_  
Charles Demenzes  
Owner of Tradewinds Utilities Inc.

\_\_\_\_\_  
Date

DONE AND ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2021, in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Aaron Watkins  
District Director  
Central District

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

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

Copies furnished to:

Lea Crandall, Agency Clerk  
Mail Station 35



# CONSUMPTIVE USE PERMIT APPLICATION



## St. Johns River Water Management District

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500

Application forms may also be submitted electronically at [floridaswater.com](http://floridaswater.com).

### SECTION I – CONTACT INFORMATION

If necessary, attach additional sheets if there are multiple applicants, owners, agents, etc.

1. **APPLICANT** (Complete legal name in which permit should be issued)

NAME: **Tradewinds Utilities Inc**

If applicant is a business, provide a contact person: **Charles DeMenzes**

ADDRESS: **PO Box 5220**

CITY, STATE, ZIP: **Ocala FL 34478-5220**

PHONE: **(352) 622-4949**

CELL PHONE:

EMAIL ADDRESS: **charlie@altfo.com**

Do you want all correspondence to be transmitted electronically to this email address? ☐ Yes ☐ No

Applicant is: ☐ Owner ☐ Lessee\* ☐ Other (explain)

\*Attach copy of current lease, or written authorization from property owner

2. **OWNER** (If different than applicant)

NAME: **Charles DeMenzes, Tradewinds Utilities Inc**

ADDRESS: **PO Box 5220**

CITY, STATE, ZIP: **Ocala FL 34478-5220**

PHONE:

CELL PHONE:

EMAIL ADDRESS:

3. **AGENT OR CONSULTANT** Address all correspondence to the person below? ☐ Yes ☐ No

NAME:

COMPANY NAME (if applicable):

ADDRESS:

CITY, STATE, ZIP:

PHONE:

CELL PHONE:

EMAIL ADDRESS:

4. **COMPLIANCE CONTACT** (Person responsible for ensuring that the permit conditions are met)

NAME: **Charlie deMenzes, Tradewinds Utilities< inc.**

ADDRESS: **PO Box 5220**

CITY, STATE, ZIP: **Ocala FL 34478**

PHONE: **(352) 622-4949**

CELL PHONE:

EMAIL ADDRESS: **charlie@altfo.com**



## SECTION II – APPLICATION INFORMATION

For permit application guidance, please refer to the Applicant's Handbook, Consumptive Uses of Water, which is incorporated by reference in Rule 40C-2.101(1)(a), F.A.C. (A.H.). Please complete all fields. Enter N/A for any fields that are not applicable.

1. **TYPE OF APPLICATION:**    ☐ New    ☒ Modification    ☐ Renewal  
 If this application is for a modification, please describe the modification request and the reason the modification is necessary. **To include wholesale water to be sent to Marion County Utilities for a new development called Millwood Estates.**
2. **CONSUMPTIVE USE PERMIT NO.** (if application is for renewal or modification): 2995
3. **REQUESTED PERMIT DURATION:**    ☐ 20 years    ☒ 14 years (up to 20 years)  
☐ This project qualifies for a duration greater than 20 years, per Section 373.236, F.S.
4. **PROJECT NAME:** Tradewinds Utilities Inc    **COUNTY:** Marion  
**PHYSICAL ADDRESS:** PO Box 5220 Ocala 34478
5. **RELATED PERMITS** (for projects other than Public Supply)  
☐ ENVIRONMENTAL RESOURCE PERMIT:    MSSW/ERP No(s): \_\_\_\_\_  
☐ INDUSTRIAL WASTEWATER (IWW) PERMIT:    IWW Permit No(s): \_\_\_\_\_  
☐ NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT:  
 NPDES Permit No(s): \_\_\_\_\_

## SECTION III – USE TYPE CATEGORIES

Please check all applicable use categories associated with this application and complete the associated supplemental form(s) indicated. The **Minor Individual Supplemental Form** (Form No. 40C-2.900(2)) can be completed in lieu of Supplemental Forms A through G if all of the following criteria are met:

- Use is less than 100,000 gallons per day
- Withdrawal facilities (wells or pump intakes) are less than 8-inches diameter
- Combined withdrawal capacity is less than 1,000,000 gallons per day
- Use is not for Mining/Dewatering
- Use is for Public Supply where end users are not individually metered

Use Type Category	Supplemental Form
<input type="checkbox"/> <b>Agricultural</b> (e.g., crops, livestock, nursery, aquaculture, pasture)	Form A Form No. 40C-2.900(1)(a)
<input type="checkbox"/> <b>Commercial / Industrial</b> (e.g., service business, food and beverage production, cooling and heating, commercial attraction, manufacturing, chemical processing, power generation)	Form B Form No. 40C-2.900(1)(b)
<input type="checkbox"/> <b>Landscape / Recreation</b> (e.g., irrigation of parks, cemeteries, landscaped areas, golf courses, athletic fields, playgrounds)	Form C Form No. 40C-2.900(1)(c)
<input type="checkbox"/> <b>Mining / Dewatering</b> (e.g., water use or removal associated with construction or excavation)	Form D Form No. 40C-2.900(1)(d)
<input checked="" type="checkbox"/> <b>Public Supply</b> (e.g., public or privately owned potable water supply utility)	Form E Form No. 40C-2.900(1)(e)
<input type="checkbox"/> <b>Environmental / Other</b> (e.g., aquifer remediation, environmental enhancement, or the use of water for other purposes)	Form F Form No. 40C-2.900(1)(f)



**SECTION IV – SOURCES OF WATER**  
(please attach additional facility tables if necessary)

**SUMMARY OF GROUNDWATER (WELL) FACILITIES**

Site or Wellfield Name <sup>1</sup>	District ID (if available)	Florida Unique Well ID (if available)	Owner's Well Name	Capacity (gpm)	Pump Type <sup>2</sup>	Casing Diameter (inches) <sup>3</sup>	Casing Depth (feet)	Total Depth (feet)	Status <sup>4</sup> (include date if proposed)	Type of Water Use Accounting Method <sup>5</sup>	Last Meter Check / Method Validation <sup>6</sup>	Type of Water Use (refer to Section III)
Tradewinds	19078		1	250	Submersible	8	35	240	Active		09-JAN-15	
Tradewinds	19079		2	150	Submersible	8	35	160	Active		08-JAN-15	
Tradewinds	19080		3	950	Turbine	12	38	240	Active	Flow Meter	09-JAN-15	

1 If project consists of separate or non-contiguous pieces of property or wellfields

2 Centrifugal (impeller located above water level), submersible (pump set below water level), turbine (motor at ground surface that drives an impeller below water level), vacuum underdrain (typically used for dewatering), well point system (typically used for dewatering), or other (any pump that does not fall into one of the categories previously listed)

3 The casing diameter is defined as the largest permanent water-bearing casing of the well at land surface.

4 Active (currently in use), Inactive (capped, does not have power, or the connection to the water supply system has been severed), Abandoned (plugged and abandoned in accordance with 40C-3, Florida Administrative Code), or Proposed (include anticipated construction date)

5 Flow Meter, Time Clock / Pump Run Time, Hour Meter, Digital Electric Meter, Analog Electric Meter

6 Enter the date of the last flow meter accuracy check or alternative method validation

### SUMMARY OF SURFACE WATER (PUMP) FACILITIES

Site Name <sup>1</sup>	District ID (if available)	Owner's Pump Name	Pump Capacity (gpm)	Pump Intake Diameter (inches)	Pump Type <sup>2</sup>	Name of Surface Water Body	Type of Surface Water Body <sup>3</sup>	Status <sup>4</sup> (include date if proposed)	Type of Water Use Accounting Method <sup>5</sup>	Last Meter Check / Method Validation <sup>6</sup>	Type of Water Use (refer to Section III)

1 If project consists of separate or non-contiguous pieces of property or wellfields

2 Centrifugal (impeller located above water level), submersible (pump set below water level), turbine (motor at ground surface that drives an impeller below water level), hydraulic dredge pump (typically used for mining), hydraulic dewatering pump (typically used for construction or mining), other (any pump that does not fall into one of the categories previously listed)

3 Ditch/canal, lake/pond (natural), lake/pond (artificial), river/creek, spring, mining/borrow pit

4 Active (currently in use), Inactive (does not have power, or the connection to the water supply system has been severed), Proposed

5 Flow Meter, Time Clock / Pump Run Time, Hour Meter, Digital Electric Meter, Analog Electric Meter

6 Enter the date of the last flow meter accuracy check or alternative method validation

### SUMMARY OF CONNECTION POINT FACILITIES

Connection points include locations where potable or non-potable water (including reclaimed water) purchased from a water supplier enters a project site.

Site Name <sup>1</sup>	District ID (if available)	Owner's Connection Point Name	Water Supplier Name <sup>2</sup>	Type of Surface Water Body <sup>3</sup>	Status <sup>4</sup> (include date if proposed)	Type of Water Use Accounting Method <sup>5</sup>	Last Meter Check / Method Validation <sup>6</sup>	Type of Water Use (refer to Section III)

1 If project consists of separate or non-contiguous pieces of property or wellfields

2 Name of water supplier that provides water to the project through the connection point

3 Reclaimed water holding pond, stormwater management system

4 Active (currently in use), Inactive (the connection to the water supply system has been severed), Proposed

5 Flow Meter, Time Clock / Pump Run Time, Hour Meter, Digital Electric Meter, Analog Electric Meter

6 Enter the date of the last flow meter accuracy check or alternative method validation

## SECTION V – USE OF LOWEST QUALITY WATER AND EVALUATION OF RECLAIMED WATER FEASIBILITY

The applicant may be required to evaluate the feasibility of utilizing reclaimed water and/or other lower quality water sources. The feasibility analysis must be completed as outlined in Section 2.3.3(e), A.H.

## SECTION VI – SUMMARY OF REQUESTED WATER USE

Summarize the requested water use from each supplemental form (Agricultural, Public Supply, Commercial / Industrial, etc.) in the table below. Provide projections for each source, at five-year intervals, for the requested permit duration. If the requested permit duration exceeds 20 years, please attach a supplemental sheet providing additional five-year projections for each source.

Year	Requested Amounts and Source(s) of Water				
	Floridan (mg <sup>y</sup> ) <sup>2</sup>	(mg <sup>y</sup> )	(mg <sup>y</sup> )	(mg <sup>y</sup> )	Total Requested Water Use (mg <sup>y</sup> )
Other/Unk nown	334000				334000
2026 - 2031	334000				334000
2031 - 2035	334000				334000

<sup>1</sup> Provide the name of the water source. Examples include upper Floridan aquifer, stormwater pond, surficial aquifer, Davis Lake.

<sup>2</sup> Million gallons per year

## SECTION VII – AQUIFER STORAGE AND RECOVERY *(complete if applicable)*

ASR Facility Name	Source of Stored Water <sup>1</sup>	Storage Aquifer Name	Recovery Water Destination	Projected Demand Average (mg <sup>y</sup> )	Projected Demand Maximum (mg <sup>y</sup> )	Projected Injected Average (mg <sup>y</sup> )	Projected Injected Maximum (mg <sup>y</sup> )

<sup>1</sup> Aquifer name, surface water body, water treatment plant name.

Please describe any projected increases or decreases (from historical average) in the amounts stored or recovered.

## SECTION VIII – IMPACT EVALUATION

When determining whether the permit applicant has provided reasonable assurances that the conditions for issuance in Rule 40C-2.301, F.A.C., are met, the District will consider the projected impacts of the proposed consumptive use on an individual and cumulative basis. In order to provide reasonable assurance, studies and/or impact evaluations may be required. Please refer to the Applicant's Handbook for guidance regarding the impact evaluations and attach analyses, if applicable.

## SECTION IX – APPLICANT CERTIFICATION

I certify that to the best of my knowledge and belief, all of the information provided on this form and in any attachment to it is correct. I also certify that I have legal authority to execute this application for the applicant and certify that the applicant will have sufficient legal authority to undertake the activities described herein. I understand that any material false statement in an application to continue, initiate, or modify a use, or any material false statement in any report or statement of fact required of the permittee, may result in revocation, in whole or in part, of the permit (Section 373.243(1), F.S.). With advance notice, I agree to provide St. Johns River Water Management District staff, with proper identification, entry to the project site for the purpose of performing analyses of the site for determining whether the conditions for issuance will be met. Further, if a permit is granted, I agree that, with advance notice, District staff with proper identification shall have permission to enter, inspect, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications.

(If applicable) I authorize \_\_\_\_\_ to act as my agent for permit application coordination.

Charles DeMenzes

APPLICANT'S NAME  
(print or type)

\_\_\_\_\_  
APPLICANT'S SIGNATURE

03-DEC-21

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED AGENT'S NAME  
(print or type)

\_\_\_\_\_  
AUTHORIZED AGENT'S SIGNATURE

\_\_\_\_\_  
DATE

When an application that will be considered by the District's Governing Board is complete, the applicant will be notified of the date of the hearing (Governing Board meeting) at which the application will be considered at least 14 days in advance. The Governing Board normally meets on the second Tuesday of the month.

## SECTION X – APPLICANT CHECKLIST

**The following items must be included with the permit application submittal:**

- ☐ Proof of Property Control (e.g., deed, lease), if not already on file with the District
- ☐ Application Fee (refer to online fee schedule or Applicant's Handbook)
- ☐ Location/Site Map
- ☐ Supplemental Form(s) and associated supporting information (e.g., maps, calculations)
- ☐ Water Conservation Plan



## Additional Addresses

<b>Applicant</b>	
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<b>Land Owner</b>	
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<b>Agent</b>	
--------------	--

<b>Compliance Contact</b>	
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<b>Consultant</b>	Vivian J. Bielski Andreyev Engineering, Inc. 14338 Rialto Ave Brooksville FL 34613
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<b>Water Use Reporting (EN-50) Contact</b>	Charlie deMenzes Tradewinds Utilities< inc. PO Box 5220
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	Ocala FL 34478
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<b>Attorney</b>	
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# St. Johns River

## Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • [www.sjrwmd.com](http://www.sjrwmd.com)

December 21, 2021

Ms. Vivian J. Bielski – *Sent via email:* [vbielski@andreyevengineering.com](mailto:vbielski@andreyevengineering.com)  
Andreyev Engineering, Inc.  
14338 Rialto Ave  
Brooksville, FL 34613-5045

RE: Tradewinds Utilities Inc, Consumptive Use Permit Application 2995  
Marion County, Florida  
Request for Additional Information

Dear Ms. Bielski:

Thank you for submitting the consumptive use permit (CUP) application on December 03, 2021 to the St. Johns River Water Management District. The District has reviewed the application and has determined that additional information is needed in order to complete the application.

Specifically, the following information is needed:

1. The Water Conservation Plan is incomplete. Specifically, the following elements should be addressed:
  - a. A water conservation public education program
  - b. An outdoor water use reduction program
  - c. A water loss reduction program that includes
    - i. An audit of the amount of water used in the applicant's production and treatment facilities, transmission lines, and distribution system using the District's Water Audit Form No. 40C-2.900(7),
    - ii. A meter survey, if the initial unaccounted-for water is 10% of greater based on the results of the initial water audit
    - iii. A leak detection evaluation completed on Form 40C-2.900(7), if the water audit shows greater than 10% unaccounted-for water use
    - iv. A meter replacement program if the meter survey indicates a group or type of meters is not 95% accurate or meters which have been in operation for 15 years or longer or have a cumulative lifetime flow exceeding the maximum lifetime operational flow specified by the manufacturer
    - v. Other measures needed to reduce a project's water use to a level consistent with projects of a similar type
  - d. An indoor water use conservation program

**GOVERNING BOARD**

Rob Bradley, CHAIRMAN  
FLEMING ISLAND

Ryan Atwood  
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIRMAN  
ORMOND BEACH

Doug Bourmique  
VERO BEACH

Douglas Burnett  
ST. AUGUSTINE

J. Chris Peterson, SECRETARY  
WINTER PARK

Cole Oliver  
MERRITT ISLAND

Ron Howse, TREASURER  
COCOA

Janet Price  
FERNANDINA BEACH

[Sections 1.4.4.5, 1.4.5.2, 2.2.5, Applicant's Handbook (A.H.)]

2. Please demonstrate the proposed use will not cause harmful hydrologic alterations to natural systems, including wetlands or other surface waters, will not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to Sections 373.042 and 373.0421, Florida Statutes (F.S.), will not cause water quality changes or saline water intrusion and will not cause interference with existing legal uses of water. As part of the analysis, specifically include an evaluation of the impacts of the proposed withdrawals on the Silver Springs MFLs. The A.H. requires the potential impacts to Silver Springs MFLs to be assessed using the Northern District Groundwater Flow Model Version 5.0 (NDMv5). Please coordinate District staff to discuss appropriate modeling and assessment tools to be used. The hydrologic impact analysis provided did not include the model files and did not indicate what type of modeling scenario was run. Please include the results of all groundwater modeling simulations and groundwater modeling files used for these evaluation and maps showing the drawdown. [Sections 1.3.7, 2.3 (c) (d) (f) (g) (h), 3.1, 3.3, 3.3.3.3, 3.4-3.10 A.H.]
3. District permitting criteria require that the lowest acceptable quality water source, including reclaimed water or surface water (which includes stormwater), must be used for each consumptive use. To use a higher quality water source an applicant must demonstrate that the use of all lower quality water sources will not be economically, environmentally, or technologically feasible. Please evaluate the feasibility of providing reclaimed water or other lower quality sources to offset groundwater withdrawals. [Section 2.3(e), A.H.]
4. Please demonstrate the requested need for 0.334 million gallons per day (mgd) of groundwater:
  - a. The District's Water Supply Planning estimated projections is significantly lower projected population data for the current Tradewinds Utilities, Inc service area provided in the application. Please provide the justification for the projection estimates.
  - b. Based on existing service area shown, it appears there are less than 25 vacant residential parcels and minimal vacant land available within the existing service area. Provide basis for growth of 5.2% per year from 592 connections to 1,266 connections for the current service area.
  - c. Population growth and projections should be projected using accepted projection techniques. The methodology used to estimate population was not described. Also, it appears the persons per household estimates differ from Water Supply Planning estimates using US Census Block data. Please describe the method used to estimate population and revise it to be consistent with accepted projection techniques or provide evidence to indicate appropriate adjustments were made to the populations as shown in the application.

- d. The 2020 FDEP Sanitary Survey Report indicated there were 375 connections and a population of 1,313 persons. The application indicates there are 592 connections and 1,302 persons in 2020. Please review the discrepancy in connections and verify the correct figures are shown.
  - e. The A.H. requires the use of historical average per capita daily water use calculations be applied in projecting future water use, unless historical demand patterns are not appropriate for projection purposes. The average residential per capita use the last year was 46.1 gallons per capita day (gpcd) and 46.3 gpcd averaged over the last 5 years. The application projected the residential per capita use for the new development to be 120 gpcd. Please provide justification for residential per capita use at the new development being projected at 120 gpcd or revise the application to follow the guidelines outlined in Paragraph 2.2.2.2, A.H. for calculating per capita daily water use.
  - f. Please provide documentation and details regarding the development of the projection tables. Specifically, the 2035 residential use in Table A plus the projected use from Millwood Estates does not total the "Pop. With Wholesale Q" tables average residential use. In addition, it is not clear where the estimates for the exports is derived from. It appears the Millwood Estates may be counted twice in the estimated residential use and the exports, but clarification is needed since the basis for the projections is unclear and it is inexplicit where the Millwood Estates projections are calculated in the demand tables.
  - g. Please provide any supporting developer agreement.
  - h. The projected water use in 2041 for water utility use in Section E3 of the Consumptive Use Permit Public Supply Supplemental Form E is over 16% of the total annual average. The combined utility use (plus treatment loss indicated in the form) and water loss accounts for over 20% of the projected demand. Please provide justification for the proportion of water utility use and unaccounted for water loss projections or revise the projections accordingly.
  - i. Please explain the methodology for calculating treatment process reject listed in Section E3. Typically, this column is used for reject water like in a reverse osmosis system. The FDEP Sanitary Survey report indicates the only treatment used at the plant is hypochlorination. Uses like line flushing, well lubrication, and other water system maintenance should be included under water utility use.
- [Sections 1.3.7, 1.4.4.2, 1.4.4.5, 2.2, 2.3, A.H.]
5. Please provide documentation of approval from the Public Service Commission (PSC) for the bulk sale of water. [Section 2.2.2.3, A.H.]

6. The "Outline of PSC Certified Area in Exhibit C" of the agreement between Marion County and Tradewinds Utilities, Inc does not match the Service Area Boundary shown in Attachment C of the application submittal. Please provide a correct map of the Tradewinds Utilities, Inc Service Area boundary and include location of proposed development. If possible, please provide boundary in a District approved electronic format (e.g. shapefile or other compatible GIS file) [Rule 40C-2.900(10), F.A.C. and Sections 1.4.4.5, 1.4.5.2, A.H.]
7. Please provide a GPS location of the wells. [Rule 40C-2.900(10), F.A.C. and Sections 1.4.4.5, 1.4.5.2, A.H.]

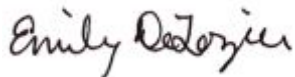
District staff are available to meet and discuss the RAI to facilitate responses and resolutions. Staff are also available to pre-review any responses, which will assist in better streamlining the review process. Prior to submittal of the RAI response, please coordinate with District staff.

District rules require applicants to submit the requested information within 90 days from receipt of the Request for Additional Information. If a response is not received within this time frame, District staff will administratively deny the permit application pursuant to Rule 40C-1.1008(1), F.A.C. If more than 90 days is needed to respond, a written request may be submitted for additional time. The request should specify the reason the extension is necessary and the amount of additional time requested.

The response or additional information can be submitted via the district's e-Permitting portal located at [www.sjrwmd.com/permitting](http://www.sjrwmd.com/permitting), via email to [applicationsupport@sjrwmd.com](mailto:applicationsupport@sjrwmd.com), or by mail.

Thank you for your cooperation. If you have any questions, please contact Emily DeLozier at (407) 659-4827 or [EDeLozier@sjrwmd.com](mailto:EDeLozier@sjrwmd.com).

Sincerely,



Emily DeLozier, Hydrologist IV  
Division of Regulatory Services

CC: Regulatory File

Charles DeMenzes – Sent via email: [charlie@altfo.com](mailto:charlie@altfo.com)  
Tradewinds Utilities Inc



# EXHIBIT M

COMMISSIONERS:  
GARY F. CLARK, CHAIRMAN  
ART GRAHAM  
ANDREW GILES FAY  
MIKE LA ROSA  
GABRIELLA PASSIDOMO

STATE OF FLORIDA



DIVISION OF ECONOMICS  
JUDY HARLOW  
DIRECTOR  
(850) 413-6410

## Public Service Commission

September 9, 2021

Mr. Charles de Menzes  
Tradewinds Utilities, Inc.  
Post Office Box 5220  
Ocala, FL 34478-5220

WS-2021-0066

**Re: Application for 2021 Price Index Rate Adjustment for Tradewinds Utilities, Inc. for water & wastewater in Marion County.**

Dear Mr. de Menzes:

The following tariff sheets have been approved effective September 1, 2021:

**Water Tariff**

**Sixth Revised Sheet No. 12.0**  
**Sixth Revised Sheet No. 13.0**

**Wastewater Tariff**

**Sixth Revised Sheet No. 12.0**  
**Sixth Revised Sheet No. 13.0**

Please incorporate these tariff sheets into the approved tariffs on file at the utility's office. If you have any questions, please contact Malissa Bennett at (850) 413-6822 at our office.

Sincerely,

A handwritten signature in cursive script that reads "Judy L. Harlow".

Judy Harlow  
Director

JH:js  
Enclosures

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 10.30
1"	\$ 25.75
1 1/2"	\$ 51.50
2"	\$ 82.40
3"	\$ 164.80
4"	\$ 257.50
6"	\$ 515.00
8"	\$ 824.00

Charge per 1,000 gallons \$ 4.15

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - September 1, 2021

TYPE OF FILING - 2021 Price Index

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

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

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

BILLING PERIOD – Monthly

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 10.30
1"	\$ 25.75
1 1/2"	\$ 51.50
2"	\$ 82.40
3"	\$ 164.80
4"	\$ 257.50
6"	\$ 515.00
8"	\$ 824.00
Charge per 1,000 gallons	
0 – 5,000 gallons	\$ 3.45
5,001 – 10,000 gallons	\$ 5.20
Over 10,000 gallons	\$ 6.51

MINIMUM CHARGE – Base Facility Charge

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

EFFECTIVE DATE – September 1, 2021

TYPE OF FILING – 2021 Price Index

WS-2021-0066

CHARLES deMENZES  
ISSUING OFFICER

PRESIDENT  
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 24.07
1"	\$ 60.18
1 1/2"	\$ 120.35
2"	\$ 192.56
3"	\$ 385.12
4"	\$ 601.75
6"	\$ 1,203.50
8"	\$ 1,925.60

Charge per 1,000 gallons \$ 7.71

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - September 1, 2021

TYPE OF FILING - 2021 Price Index

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 24.07
Charge per 1,000 gallons 10,000 gallon cap	\$ 6.43

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - September 1, 2021

TYPE OF FILING - 2021 Price Index

WS-2021-0066

CHARLES deMENZES  
ISSUING OFFICER

PRESIDENT  
TITLE



# EXHIBIT N

## **Tradewinds Utilities, Inc.**

**CLASS "A" OR "B"**

**WATER AND/OR WASTEWATER UTILITIES**

(Gross Revenue of More Than \$200,000 Each)

**ANNUAL REPORT**

OF

WS350-20-AR  
Charles de Menzes  
Tradewinds Utilities, Inc.  
P. O. Box 5220  
Ocala, FL 34478-5220

OFFICIAL COPY  
Public Service Commission  
Do Not Remove From This Office

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Submitted To The

**STATE OF FLORIDA**

**PUBLIC SERVICE COMMISSION**

FOR THE

YEAR ENDED December 31, 2020

<b>CLASS A / B ANNUAL REPORT</b>	
NAME OF UTILITY:	Tradewinds Utilities, Inc
YEAR OF REPORT:	<u>December 31, 2020</u>

## GENERAL INSTRUCTIONS

1. Prepare this report in conformity with the 1996 National Association of Regulatory Utility Commissioners Uniform System of Accounts for Water and/or Wastewater Utilities (USOA).
2. Interpret all accounting words and phrases in accordance with the USOA.
3. Complete each question fully and accurately, even if it has been answered in a previous annual report. Enter the word "None" where it truly and completely states the fact.
4. For any question, section, or page which is not applicable to the respondent, enter the words "Not Applicable". Do not omit any pages.
5. Where dates are called for, the month and day should be stated as well as the year.
6. All schedules requiring dollar entries should be rounded to the nearest dollar unless otherwise specifically indicated.
7. Complete this report by means which result in a permanent record, such as by computer or typewriter.
8. If there is not enough room on any schedule, an additional page or pages may be added; provided the format of the added schedule matches the format of the schedule with not enough room. Such a schedule should reference the appropriate schedules, state the name of the utility, and state the year of the report.
9. If it is necessary or desirable to insert additional statements for the purpose of further explanation of schedules, such statement should be made at the bottom of the page or an additional page inserted. Any additional pages should state the name of the utility, the year of the report, and reference the appropriate schedule.
10. For water and wastewater utilities with more than one rate group and/or system, water and wastewater pages should be completed for each rate group and/or system group. These pages should be grouped together and tabbed by rate group and/or system.
11. All other water and wastewater operations not regulated by the Commission and other regulated industries should be reported as "Other than Reporting Systems".
12. Financial information for multiple systems charging rates which are covered under the same tariff should be reported as one system. However, the engineering data must be reported by individual system.
13. For water and wastewater utilities with more than one system, one (1) copy of workpapers showing the consolidation of systems for the operating sections, should be filed with the annual report.
14. The report should be filled out in quadruplicate and the original and two copies returned by March 31, of the year following the date of the report. The report should be returned to:

**Florida Public Service Commission  
Division of Economic Regulation  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

The fourth copy should be retained by the utility.

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# **EXECUTIVE SUMMARY**

UTILITY NAME: Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

### CERTIFICATION OF ANNUAL REPORT

I HEREBY CERTIFY, to the best of my knowledge and belief:

- |   |                                |  |
|---|--------------------------------|--|
| YES<br><input checked="checked" type="checkbox"/> | NO<br><input type="checkbox"/> | 1. The utility is in substantial compliance with the Uniform System of Accounts prescribed by the Florida Public Service Commission.   |
| YES<br><input checked="checked" type="checkbox"/> | NO<br><input type="checkbox"/> | 2. The utility is in substantial compliance with all applicable rules and orders of the Florida Public Service Commission.   |
| YES<br><input checked="checked" type="checkbox"/> | NO<br><input type="checkbox"/> | 3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the the financial statement of the utility.  |
| YES<br><input checked="checked" type="checkbox"/> | NO<br><input type="checkbox"/> | 4. The annual report fairly represents the financial condition and results of operations of the respondent for the period presented and other information and statements presented in the the report as to the business affairs of the respondent are true, correct and complete for the period for which it represents. |

#### Items Certified

1.	2.	3.	4.
X	X	X	X

*Charles de Menzes*

(Signature of Chief Executive Officer of the utility) \*

1.	2.	3.	4.

(Signature of Chief Financial Officer of the utility) \*

\* Each of the four items must be certified YES or NO. Each item need not be certified by both officers. The items being certified by the officer should be indicated in the appropriate area to the left of the signature.

**NOTICE:** Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

# ANNUAL REPORT OF

YEAR OF REPORT

December 31, 2020

Tradewinds Utilities, Inc

(Exact Name of Utility)

County: Marion

List below the exact mailing address of the utility for which normal correspondence should be sent:

PO Box 5220

Ocala, FL 34478-5220

Telephone: 352 622-4949

E Mail Address: charlie@altfo.com

WEB Site:

Sunshine State One-Call of Florida, Inc. Member Number MIR598

Name and address of person to whom correspondence concerning this report should be addressed:

Charles deMenzes

PO Box 5220

Ocala, FL 34478

Telephone: 352 622-4949

List below the address of where the utility's books and records are located:

1552 SW 7th Road

Ocala, FL 34470

Telephone: 352 622-4949

List below any groups auditing or reviewing the records and operations:

Date of original organization of the utility: February 11, 1983

Check the appropriate business entity of the utility as filed with the Internal Revenue Service

Individual

☐

Partnership

☐

Sub S Corporation

☒

1120 Corporation

☐

List below every corporation or person owning or holding directly or indirectly 5% or more of the voting securities of the utility:

	Name	Percent Ownership
1.	Charles deMenzes Revocable Trust	100%

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**  
December 31, 2020

**DIRECTORY OF PERSONNEL WHO CONTACT  
THE FLORIDA PUBLIC SERVICE COMMISSION**

<b>NAME OF COMPANY REPRESENTATIVE (1)</b>	<b>TITLE OR POSITION (2)</b>	<b>ORGANIZATIONAL UNIT TITLE (3)</b>	<b>USUAL PURPOSE FOR CONTACT WITH FPSC</b>
Charles deMenzes	President	Tradewinds Utilities, Inc.	All Utility Matters
Deborah Dillon	Vice President	Tradewinds Utilities, Inc.	All Utility Matters

- (1) Also list appropriate legal counsel, accountants and others who may not be on general payroll.  
(2) Provide individual telephone numbers if the person is not normally reached at the company.  
(3) Name of company employed by if not on general payroll.

**UTILITY NAME:** Tradewinds Utilities, Inc

### **COMPANY PROFILE**

Provide a brief narrative company profile which covers the following areas:

- A. Brief company history.
- B. Public services rendered.
- C. Major goals and objectives.
- D. Major operating divisions and functions.
- E. Current and projected growth patterns.
- F. Major transactions having a material effect on operations.

- A. The company was organized to provide potable water service to various subdivisions in Marion County
- B. The company provides wastewater treatment and distribution services to customers in its certificated area.
- C. The primary goal of the Company is to continue rendering quality service to its existing customers.
- D. The Company provides water treatment and distribution services, only in Marion County
- E. The Company expects to continue an average growth rate of approximately .05%
- F. None



**UTILITY NAME:** Tradewinds Utilities, Inc

**PARENT / AFFILIATE ORGANIZATION CHART**

**Current as of December 31, 2020**

Complete below an organizational chart that show all parents, subsidiaries and affiliates of the utility.  
The chart must also show the relationship between the utility and affiliates listed on E-7, E-10(a) and E-10(b).

Tradewinds Utilities, Inc

MIRA International, Inc

Tradewinds Utilities, Inc and Mira International, Inc have common ownership

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

### COMPENSATION OF OFFICERS

For each officer, list the time spent on respondent as an officer compared to time spent on total business activities and the compensation received as an officer from the respondent.			
NAME (a)	TITLE (b)	% OF TIME SPENT AS OFFICER OF THE UTILITY (c)	OFFICERS' COMPENSATION (d)
Charles deMenzes	President	60%	\$ 60,000
Deborah Dillon	Vice President	60%	\$ 40,000

### COMPENSATION OF DIRECTORS

For each director, list the number of director meetings attended by each director and the compensation received as a director from the respondent.			
NAME (a)	TITLE (b)	NUMBER OF DIRECTORS' MEETINGS ATTENDED (c)	DIRECTORS' COMPENSATION (d)
Charles deMenzes	Chairman/Pres	1	\$ 20,000
Deborah Dillon	Sec/Treasurer	1	20,000

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

**BUSINESS CONTRACTS WITH OFFICERS, DIRECTORS AND AFFILIATES**

List all contracts, agreements, or other business arrangements\* entered into during the calendar year (other than compensation related to position with Respondents) between the Respondent and officer and director listed on page E-6. In addition, provide the same information with respect to professional services for each firm, partnership, or organization with which the officer or director is affiliated.

NAME OF OFFICER, DIRECTOR OR AFFILIATE (a)	IDENTIFICATION OF SERVICE OR PRODUCT (b)	AMOUNT (c)	NAME AND ADDRESS OF AFFILIATED ENTITY (d)
MIRA International, Inc	See E-10(a)		

\* Business Agreement, for this schedule, shall mean any oral or written business deal which binds the concerned parties for products or services during the reporting year or future years. Although the Respondent and/or other companies will benefit from the arrangement, the officer or director is, however, acting on his behalf or for the benefit of other companies or persons.

[illegible]

**UTILITY NAME:** Tradewinds Utilities, Inc

**BUSINESSES WHICH ARE A BY-PRODUCT, COPRODUCT OR JOINT-PRODUCT  
RESULT OF PROVIDING WATER OR WASTEWATER SERVICE**

Complete the following for any business which is conducted as a byproduct, coproduct, or joint product as a result of providing water. This would include any business which requires the use of utility land and facilities. Examples of these types of businesses would be orange processing, fertilizer manufacturing, etc. This would not include any business for which the assets are properly included in Account 121 - Nonutility Property. Revenue and expenses segregated out as nonutility also.

[illegible]

**YEAR OF REPORT**  
December 31, 2020

List each contract, agreement, or other business transaction exceeding a cumulative amount of \$500 in any on year, entered into between the Respondent and a business or financial organization, firm, or partnership named on pages E-2 and E-6, identifying the parties, amounts, dates and product, and asset, or service involved.

1. Enter in this part all transactions involving services and products received or provided.
2. Below are some types of transactions to include:
  - management, legal and accounting services
  - computer services
  - engineering & construction services
  - repairing and servicing of equipment
  - material and supplies furnished
  - leasing of structures, land, and equipment
  - rental transactions
  - sale, purchase or transfer of various products

**UTILITY NAME:** Tradewinds Utilities, Inc**BUSINESS TRANSACTIONS WITH RELATED PARTIES (Cont'd)**

## Part II. Specific Instructions: Sale, Purchase and Transfer of Assets

1. Enter in this part all transactions relating to the purchase, sale, or transfer of assets.
2. Below are examples of some types of transactions to include:
  - purchase, sale or transfer of equipment
  - purchase, sale or transfer of land and structures
  - purchase, sale or transfer of securities
  - noncash transfers of assets
  - noncash dividends other than stock dividends
  - write-off of bad debts or loans
3. The columnar instructions follow:
  - (a) Enter name of related party or company.
  - (b) Describe briefly the type of assets purchased, sold or transferred.
  - (c) Enter the total received or paid. Indicate purchase with 'P' and sale with 'S'.
  - (d) Enter the net book value for each item reported.
  - (e) Enter the net profit or loss for each item reported. (column 10)
  - (f) Enter the fair market value for each item reported. In space provided on reverse side of schedule, describe the basis used to calculate fair market value.

[illegible]



# **FINANCIAL SECTION**

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

**COMPARATIVE BALANCE SHEET  
ASSETS AND OTHER DEBITS**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
<b>UTILITY PLANT</b>				
101-106	Utility Plant	F-7	\$ 2,337,428.01	\$ 2,348,756.01
108-110	Less: Accumulated Depreciation and Amortization	F-8	1,495,371.00	1,697,144.48
Net Plant			\$ 842,057.01	\$ 651,611.53
114-115	Utility Plant Acquisition adjustment (Net)	F-7	-	-
116 *	Other Utility Plant Adjustments			
Total Net Utility Plant			\$ 842,057.01	\$ 651,611.53
<b>OTHER PROPERTY AND INVESTMENTS</b>				
121	Nonutility Property	F-9	\$ -	\$ -
122	Less: Accumulated Depreciation and Amortization		-	-
Net Nonutility Property			\$ -	\$ -
123	Investment in Associated Companies	F-10		
124	Utility Investments	F-10		
125	Other Investments	F-10		
126-127	Special Funds	F-10		
Total Other Property & Investments			\$ -	\$ -
<b>CURRENT AND ACCRUED ASSETS</b>				
131	Cash		\$ 5,346.63	\$ 8,436.97
132	Special Deposits	F-9	-	-
133	Other Special Deposits	F-9	-	-
134	Working Funds			
135	Temporary Cash Investments			
141-144	Accounts and Notes Receivable, Less Accumulated Provision for Uncollectible Accounts	F-11	(264.83) 42,365.51	(264.83) 33,452.85
145	Accounts Receivable from Associated Companies	F-12		12,500.00
146	Notes Receivable from Associated Companies	F-12		
161	Stores Expense			
162	Prepayments			
171	Accrued Interest and Dividends Receivable			
172 *	Rents Receivable			
173 *	Accrued Utility Revenues			
174	Miscellaneous Current and Accrued Assets	F-12		
Total Current and Accrued Assets			\$ 47,447.31	\$ 54,124.99

\* Not Applicable for Class B Utilities

UTILITY NAME: Tradewinds Utilities, Inc

<b>YEAR OF REPORT</b> December 31, 2020
--

**COMPARATIVE BALANCE SHEET  
ASSETS AND OTHER DEBITS**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
<b>DEFERRED DEBITS</b>				
181	Unamortized Debt Discount & Expense	F-13	\$ 1,424	\$
182	Extraordinary Property Losses	F-13		
183	Preliminary Survey & Investigation Charges		-	-
184	Clearing Accounts		-	-
185 *	Temporary Facilities		-	-
186	Miscellaneous Deferred Debits	F-14	-	-
187 *	Research & Development Expenditures		-	-
190	Accumulated Deferred Income Taxes		-	-
Total Deferred Debits			\$ 1,424	\$ -
<b>TOTAL ASSETS AND OTHER DEBITS</b>			\$ 890,928	\$ 705,737

\* Not Applicable for Class B Utilities

**NOTES TO THE BALANCE SHEET**

The space below is provided for important notes regarding the balance sheet.

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

**COMPARATIVE BALANCE SHEET  
EQUITY CAPITAL AND LIABILITIES**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
<b>EQUITY CAPITAL</b>				
201	Common Stock Issued	F-15	\$ 200	\$ 200
204	Preferred Stock Issued	F-15	-	-
202,205 *	Capital Stock Subscribed			
207 *	Premium on Capital Stock			
209 *	Reduction in Par or Stated Value of Capital Stock			
210 *	Gain on Resale or Cancellation of Reacquired Capital Stock			
211	Other Paid - In Capital		476,051	476,051
212	Discount On Capital Stock			
213	Capital Stock Expense			
214-215	Retained Earnings	F-16	(258,101)	(260,981)
216	Reacquired Capital Stock			
218	Proprietary Capital (Proprietorship and Partnership Only)			
Total Equity Capital			\$ 218,150	\$ 215,270
<b>LONG TERM DEBT</b>				
221	Bonds	F-15		
222 *	Reacquired Bonds			
223	Advances from Associated Companies	F-17	-	-
224	Other Long Term Debt	F-17	451,087	418,340
Total Long Term Debt			\$ 451,087	\$ 418,340
<b>CURRENT AND ACCRUED LIABILITIES</b>				
231	Accounts Payable		1,075	1,075
232	Notes Payable	F-18		-
233	Accounts Payable to Associated Companies	F-18		
234	Notes Payable to Associated Companies	F-18	-	-
235	Customer Deposits		23,603	33,453
236	Accrued Taxes	W/S-3	12,996	30,128
237	Accrued Interest	F-19		
238	Accrued Dividends			
239	Matured Long Term Debt			
240	Matured Interest			
241	Miscellaneous Current & Accrued Liabilities	F-20	581	581
Total Current & Accrued Liabilities			\$ 38,255	\$ 65,237

\* Not Applicable for Class B Utilities

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

**COMPARATIVE BALANCE SHEET  
EQUITY CAPITAL AND LIABILITIES**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
<b>DEFERRED CREDITS</b>				
251	Unamortized Premium On Debt	F-13	\$ -	\$ -
252	Advances For Construction	F-20	-	-
253	Other Deferred Credits	F-21	-	-
255	Accumulated Deferred Investment Tax Credits			
Total Deferred Credits			\$ -	\$ -
<b>OPERATING RESERVES</b>				
261	Property Insurance Reserve		\$	\$
262	Injuries & Damages Reserve			
263	Pensions and Benefits Reserve			
265	Miscellaneous Operating Reserves			
Total Operating Reserves			\$	\$
<b>CONTRIBUTIONS IN AID OF CONSTRUCTION</b>				
271	Contributions in Aid of Construction	F-22	\$ 884,470	\$ 882,087
272	Accumulated Amortization of Contributions in Aid of Construction	F-22	(859,335)	(870,711)
Total Net C.I.A.C.			\$ 25,135	\$ 11,376
<b>ACCUMULATED DEFERRED INCOME TAXES</b>				
281	Accumulated Deferred Income Taxes - Accelerated Depreciation		\$	\$
282	Accumulated Deferred Income Taxes - Liberalized Depreciation			
283	Accumulated Deferred Income Taxes - Other			
Total Accumulated Deferred Income Tax			\$ -	\$ -
<b>TOTAL EQUITY CAPITAL AND LIABILITIES</b>			\$ 752,626	\$ 710,223

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

**COMPARATIVE OPERATING STATEMENT**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR * (e)
	UTILITY OPERATING INCOME			
400	Operating Revenues	F-3(b)	\$ 402,146	\$ 404,426
469, 530	Less: Guaranteed Revenue and AFPI	F-3(b)	-	-
	Net Operating Revenues		\$ 402,146	\$ 404,426
401	Operating Expenses	F-3(b)	\$ 325,842	\$ 342,791
403	Depreciation Expense:	F-3(b)	\$ 54,227	\$ 54,928
	Less: Amortization of CIAC	F-22	13,938	11,376
	Net Depreciation Expense		\$ 40,289	\$ 43,552
406	Amortization of Utility Plant Acquisition Adjustment	F-3(b)	-	-
407	Amortization Expense (Other than CIAC)	F-3(b)	-	-
408	Taxes Other Than Income	W/S-3	30,048	30,128
409	Current Income Taxes	W/S-3	-	-
410.10	Deferred Federal Income Taxes	W/S-3	-	-
410.11	Deferred State Income Taxes	W/S-3	-	-
411.10	Provision for Deferred Income Taxes - Credit	W/S-3	-	-
412.10	Investment Tax Credits Deferred to Future Periods	W/S-3	-	-
412.11	Investment Tax Credits Restored to Operating Income	W/S-3	-	-
	Utility Operating Expenses		\$ 396,179	\$ 416,472
	Net Utility Operating Income		\$ 5,967	\$ (12,046)
469, 530	Add Back: Guaranteed Revenue and AFPI	F-3(b)	-	-
413	Income From Utility Plant Leased to Others		-	-
414	Gains (losses) From Disposition of Utility Property		-	-
420	Allowance for Funds Used During Construction		-	-
	Total Utility Operating Income [Enter here and on Page F-3(c)]		\$ 5,967	\$ (12,046)

\* For each account,  
Column e should  
agree with Columns  
f, g and h  
on F-3(b)



**COMPARATIVE OPERATING STATEMENT (Cont'd)**

ACCT. NO. (a)	ACCOUNT NAME (b)	WATER SCHEDULE W-3 * (f)	WASTEWATER SCHEDULE S-3 * (g)	OTHER THAN REPORTING SYSTEMS (h)
	UTILITY OPERATING INCOME			
400	Operating Revenues	\$ 184,322	\$ 220,104	\$
469, 530	Less: Guaranteed Revenue and AFPI	-	\$ -	
	Net Operating Revenues	\$ 184,322	\$ 220,104	\$ -
401	Operating Expenses	\$ 153,922	\$ 188,869	\$
403	Depreciation Expense:	29,512	\$ 25,416	
	Less: Amortization of CIAC	-	\$ 11,376	
	Net Depreciation Expense	\$ 29,512	\$ 14,040	\$ -
406	Amortization of Utility Plant Acquisition Adjustment	-	\$ -	
407	Amortization Expense (Other than CIAC)	-	\$ -	
408	Taxes Other Than Income	14,090	\$ 16,038	
409	Current Income Taxes	-	\$ -	
410.10	Deferred Federal Income Taxes	-	\$ -	
410.11	Deferred State Income Taxes	-	\$ -	
411.10	Provision for Deferred Income Taxes - Credit	-	\$ -	
412.10	Investment Tax Credits Deferred to Future Periods	-	\$ -	
412.11	Investment Tax Credits Restored to Operating Income	-	\$ -	
	Utility Operating Expenses	\$ 197,525	\$ 218,947	\$ -
	Net Utility Operating Income	\$ (13,203)	\$ 1,157	\$ -
469, 530	Add Back: Guaranteed Revenue and AFPI	-	\$ -	
413	Income From Utility Plant Leased to Others	-	\$ -	
414	Gains (losses) From Disposition of Utility Property	-	\$ -	
420	Allowance for Funds Used During Construction	-	\$ -	
	Total Utility Operating Income [Enter here and on Page F-3(c)]	\$ (13,203)	\$ 1,157	\$ -

\* Total of Schedules W-3 / S-3 for all rate groups.

F-3(b)



UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

**COMPARATIVE OPERATING STATEMENT (Cont'd)**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
Total Utility Operating Income [from page F-3(a)]			\$ 5,967	\$ (12,046)
415	OTHER INCOME AND DEDUCTIONS Revenues-Merchandising, Jobbing, and Contract Deductions		\$	\$
416	Costs & Expenses of Merchandising Jobbing, and Contract Work			
419	Interest and Dividend Income			
421	Nonutility Income			
426	Miscellaneous Nonutility Expenses			
Total Other Income and Deductions			\$ -	\$ -
408.20	TAXES APPLICABLE TO OTHER INCOME Taxes Other Than Income		\$	\$
409.20	Income Taxes			
410.20	Provision for Deferred Income Taxes			
411.20	Provision for Deferred Income Taxes - Credit			
412.20	Investment Tax Credits - Net			
412.30	Investment Tax Credits Restored to Operating Income			
Total Taxes Applicable To Other Income			\$ -	\$ -
427	INTEREST EXPENSE Interest Expense	F-19	\$	\$ -
428	Amortization of Debt Discount & Expense	F-13	1,046	
429	Amortization of Premium on Debt	F-13		
Total Interest Expense			\$ 1,046	\$ -
433	EXTRAORDINARY ITEMS Extraordinary Income		\$	\$
434	Extraordinary Deductions			
409.30	Income Taxes, Extraordinary Items			
Total Extraordinary Items			\$ -	\$ -
NET INCOME			\$ 7,013	\$ (12,046)

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

**SCHEDULE OF YEAR END RATE BASE**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	WATER UTILITY (d)	WASTEWATER UTILITY (e)
101	Utility Plant In Service	F-7	\$ 1,267,708	\$ 1,081,048
	Less:			
	Nonused and Useful Plant (1)		-	
108	Accumulated Depreciation	F-8	777,736	919,408
110	Accumulated Amortization	F-8	-	-
271	Contributions in Aid of Construction	F-22	332,247	538,464
252	Advances for Construction	F-20	-	
Subtotal			\$ 157,724	\$ (376,824)
272	Add:			
	Accumulated Amortization of			
	Contributions in Aid of Construction	F-22	332,247	538,464
Subtotal			\$ 489,971	\$ 161,640
	Plus or Minus:			
114	Acquisition Adjustments (2)	F-7	-	-
115	Accumulated Amortization of			
	Acquisition Adjustments (2)	F-7	-	-
	Working Capital Allowance (3)		19,240	23,609
105	Other (Specify):			
	Construction in Process		-	-
RATE BASE			\$ 509,212	\$ 185,249
NET UTILITY OPERATING INCOME			\$ (13,203)	\$ 1,157
ACHIEVED RATE OF RETURN (Operating Income / Rate Base)			-2.59%	0.62%

**NOTES :**

- (1) Estimate based on the methodology used in the last rate proceeding.
- (2) Include only those Acquisition Adjustments that have been approved by the Commission.
- (3) Calculation consistent with last rate proceeding.

In absence of a rate proceeding, Class A utilities will use the Balance Sheet Method and Class B Utilities will use the One-eighth Operating and Maintenance Expense Method.

December 31, 2020

UTILITY NAME: Tradewinds Utilities, Inc

**SCHEDULE OF CAPITAL STRUCTURE ADJUSTMENTS  
CONSISTENT WITH THE METHODOLOGY USED IN THE LAST RATE PROCEEDING**

CLASS OF CAPITAL (a)	PER BOOK BALANCE (b)	NON-UTILITY ADJUSTMENTS (c)	NON- JURISDICTIONAL ADJUSTMENTS (d)	OTHER (1) ADJUSTMENTS SPECIFIC (e)	AT
Common Equity	\$ 200	\$	\$	\$	\$
Preferred Stock					
Long Term Debt					
Customer Deposits					
Tax Credits - Zero Cost					
Tax Credits - Weighted Cost					
Deferred Inc. Taxes					
Other (Explain)					
Total	\$ 200	\$	\$	\$	\$

(1) Explain below all adjustments made in Columns (e) and (f):

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**  
December 31, 2020

**UTILITY PLANT  
ACCOUNTS 101 - 106**

ACCT. NO. (a)	DESCRIPTION (b)	WATER (c)	WASTEWATER (d)	OTHER THAN REPORTING SYSTEMS (e)	TOTAL (f)
101	Plant Accounts: Utility Plant In Service	\$ 1,267,708	\$ 1,081,048	\$	\$ 2,348,756
102	Utility Plant Leased to Other				-
103	Property Held for Future Use				-
104	Utility Plant Purchased or Sold				-
105	Construction Work in Progress	-			-
106	Completed Construction Not Classified				-
	Total Utility Plant	\$ 1,267,708	\$ 1,081,048	\$ -	\$ 2,348,756

**UTILITY PLANT ACQUISITION ADJUSTMENTS  
ACCOUNTS 114 AND 115**

Report each acquisition adjustment and related accumulated amortization separately.  
For any acquisition adjustments approved by the Commission, include the Order Number.

ACCT. NO. (a)	DESCRIPTION (b)	WATER (c)	WASTEWATER (d)	OTHER THAN REPORTING SYSTEMS (e)	TOTAL (f)
114	Acquisition Adjustment	\$			\$ -
					-
					-
	Total Plant Acquisition Adjustments	\$ -	\$ -	\$ -	\$ -
115	Accumulated Amortization	\$			\$ -
					-
					-
					-
					-
	Total Accumulated Amortization	\$ -	\$ -	\$ -	\$ -
	Net Acquisition Adjustments	\$ -	\$ -	\$ -	\$ -

UTILITY NAME: Tradewinds Utilities, Inc

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**ACCUMULATED DEPRECIATION ( ACCT. 108 ) AND AMORTIZATION (ACCT. 110)**

DESCRIPTION (a)	WATER (b)	WASTEWATER (c)	OTHER THAN REPORTING SYSTEMS (d)	TOTAL (e)
ACCUMULATED DEPRECIATION Account 108				
Balance first of year	\$ 748,224	\$ 893,992	\$ -	\$ 1,642,216
Credit during year:				
Accruals charged to:				
Account 108.1 (1)	\$ 29,512	\$ 25,416	\$	\$ 54,928
Account 108.2 (2)				-
Account 108.3 (2)				-
Other Accounts (specify):				-
Salvage				-
Other Credits (Specify):				-
Total Credits	\$ 29,512	\$ 25,416	\$ -	\$ 54,928
Debits during year:				
Book cost of plant retired	-	-		-
Cost of Removal				-
Other Debits (specify):				-
Total Debits	\$ -	\$ -	\$ -	\$ -
Balance end of year	\$ 777,736	\$ 919,408	\$ -	\$ 1,697,144
ACCUMULATED AMORTIZATION Account 110				
Balance first of year	\$	\$	\$	\$ -
Credit during year:				
ccruals charged to:				
Account 110.2 (3)	\$	\$	\$	\$ -
Other Accounts (specify):				-
Total credits	\$ -	\$ -	\$ -	\$ -
Debits during year:				
Book cost of plant retired				-
Other debits (specify):				-
Total Debits	\$ -	\$ -	\$ -	\$ -
Balance end of year	\$ -	\$ -	\$ -	\$ -

- (1) Account 108 for Class B utilities.  
(2) Not applicable for Class B utilities.  
(3) Account 110 for Class B utilities.



UTILITY NAME: Tradewinds Utilities, Inc

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**REGULATORY COMMISSION EXPENSE  
AMORTIZATION OF RATE CASE EXPENSE (ACCOUNTS 666 AND 766)**

DESCRIPTION OF CASE (DOCKET NO.) (a)	EXPENSE INCURRED DURING YEAR (b)	CHARGED OFF DURING YEAR	
		ACCT. (d)	AMOUNT (e)
None	\$		\$
Total	\$		\$

**NONUTILITY PROPERTY (ACCOUNT 121)**

Report separately each item of property with a book cost of \$25,000 or more included in Account 121.

Other Items may be grouped by classes of property.

DESCRIPTION (a)	BEGINNING YEAR (b)	ADDITIONS (c)	REDUCTIONS (d)	ENDING YEAR BALANCE (e)
None	\$	\$	\$	\$
Total Nonutility Property	\$ -	\$ -	\$ -	\$ -

**SPECIAL DEPOSITS ( ACCOUNTS 132 AND 133)**

Report hereunder all special deposits carried in Accounts 132 and 133.

DESCRIPTION OF SPECIAL DEPOSITS (a)	YEAR END BOOK COST (b)
SPECIAL DEPOSITS (Account 132):	
Total Special Deposits	\$ -
OTHER SPECIAL DEPOSITS (Account 133):	
Total Other Special Deposits	\$ -



UTILITY NAME: Tradewinds Utilities, Inc

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**INVESTMENTS AND SPECIAL FUNDS**  
**ACCOUNTS 123 - 127**

Report hereunder all investments and special funds carried in Accounts 123 through 127.

DESCRIPTION OF SECURITY OR SPECIAL FUND (a)	FACE OR PAR VALUE (b)	YEAR END BOOK COST (c)
INVESTMENT IN ASSOCIATED COMPANIES (Account 123):		
_____	\$ _____	\$ _____
None	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Investment in Associated Companies		\$ _____
UTILITY INVESTMENTS (Account 124):		
_____	\$ _____	\$ _____
None	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Utility Investment		\$ _____
OTHER INVESTMENTS (Account 125):		
_____	\$ _____	\$ _____
None	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Other Investment		\$ _____
SPECIAL FUNDS (Class A Utilities: Accounts 126 and 127; Class B Utilities: Account 127):		
_____		\$ _____
None		_____
_____		_____
Total Special Funds		\$ _____

UTILITY NAME: Tradewinds Utilities, Inc

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**ACCOUNTS AND NOTES RECEIVABLE - NET**  
**ACCOUNTS 141 - 144**

Report hereunder all accounts and notes receivable included in Accounts 141, 142, and 144. Amounts included in  
Amounts included in Accounts 142 and 144 should be listed individually.

DESCRIPTION (a)		TOTAL (b)
CUSTOMER ACCOUNTS RECEIVABLE (Account 141):		
<u>Water &amp; Wastewater</u>	\$ <u>33,453</u>	
<u>Other</u>	<u>                    </u>	
Total Customer Accounts Receivable		\$ 33,453
OTHER ACCOUNTS RECEIVABLE ( Account 142):		
<u>Employee accounts receivable</u>	\$ <u>                    </u>	
Total Other Accounts Receivable		\$ -
NOTES RECEIVABLE (Account 144 ):		
<u>None</u>	\$ <u>                    </u>	
Total Notes Receivable		\$ -
Total Accounts and Notes Receivable		\$ <u>33,453</u>
ACCUMULATED PROVISION FOR UNCOLLECTIBLE ACCOUNTS ( Account 143)		
Balance first of year	\$	
Add: <u>Provision for uncollectibles for current year</u>	\$ <u>                    </u>	
<u>Collection of accounts previously written off</u>	<u>                    </u>	
<u>Utility Accounts</u>	<u>                    </u>	
<u>Others</u>	<u>                    </u>	
Total Additions	\$ -	
Deduct accounts written off during year:		
<u>Utility Accounts</u>	<u>                    </u>	
<u>Others</u>	<u>                    </u>	
Total accounts written off	\$ -	
Balance end of year		\$ -
TOTAL ACCOUNTS AND NOTES RECEIVABLE - NET		\$ <u>33,453</u>

UTILITY NAME: Tradewinds Utilities, Inc

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**ACCOUNTS RECEIVABLE FROM ASSOCIATED COMPANIES  
ACCOUNT 145**

Report each account receivable from associated companies separately.

DESCRIPTION (a)	TOTAL (b)
Due From BFF Corp	\$ 12,500
Total	\$ 12,500

**NOTES RECEIVABLE FROM ASSOCIATED COMPANIES  
ACCOUNT 146**

Report each note receivable from associated companies separately.

DESCRIPTION (a)	INTEREST RATE (b)	TOTAL (c)
Due from BFF	%	\$
	%	
	%	
	%	
	%	
	%	
Total		\$

**MISCELLANEOUS CURRENT AND ACCRUED ASSETS  
ACCOUNT 174**

DESCRIPTION - Provide itemized listing (a)	BALANCE END OF YEAR (b)
None	\$
Total Miscellaneous Current and Accrued Liabilities	\$

UTILITY NAME: Tradewinds Utilities, Inc

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**UNAMORTIZED DEBT DISCOUNT AND EXPENSE AND PREMIUM ON DEBT  
ACCOUNTS 181 AND 251**

Report the net discount and expense or premium separately for each security issue.

DESCRIPTION (a)	AMOUNT WRITTEN OFF DURING YEAR (b)	YEAR END BALANCE (c)
UNAMORTIZED DEBT DISCOUNT AND EXPENSE (Account 181):		
Unamortized Debt Discount	\$ 1,046	\$
Total Unamortized Debt Discount and Expense	\$ 1,046	\$
UNAMORTIZED PREMIUM ON DEBT (Account 251):		
None	\$	\$
Total Unamortized Premium on Debt	\$	\$ -

**EXTRAORDINARY PROPERTY LOSSES  
ACCOUNT 182**

Report each item separately.

DESCRIPTION (a)	TOTAL (b)
None	\$
Total Extraordinary Property Losses	\$

UTILITY NAME: Tradewinds Utilities, Inc

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**MISCELLANEOUS DEFERRED DEBITS  
ACCOUNT 186**

DESCRIPTION - Provide itemized listing (a)	AMOUNT WRITTEN OFF DURING YEAR (b)	YEAR END BALANCE (c)
DEFERRED RATE CASE EXPENSE (Class A Utilities: Account 186.1)		
	\$ _____	\$ _____
	_____	_____
	_____	_____
	_____	_____
Total Deferred Rate Case Expense	\$ _____ -	\$ _____ -
OTHER DEFERRED DEBITS (Class A Utilities: Account 186.2):		
	\$ _____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
Total Other Deferred Debits	\$ _____ -	\$ _____ -
REGULATORY ASSETS (Class A Utilities: Account. 186.3):		
	\$ _____	\$ _____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
Total Regulatory Assets	\$ _____ -	\$ _____ -
<b>TOTAL MISCELLANEOUS DEFERRED DEBITS</b>	<b>\$ _____ -</b>	<b>\$ _____ -</b>

UTILITY NAME: Tradewinds Utilities, Inc

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**CAPITAL STOCK  
ACCOUNTS 201 AND 204\***

DESCRIPTION (a)	RATE (b)	TOTAL (c)
<b>COMMON STOCK</b>		
Par or stated value per share	%	\$ 1
Shares authorized		200
Shares issued and outstanding		200
Total par value of stock issued	%	\$ 200
Dividends declared per share for year	%	\$ -
<b>PREFERRED STOCK</b>		
Par or stated value per share	None	\$
Shares authorized		
Shares issued and outstanding		
Total par value of stock issued	%	\$
Dividends declared per share for year	%	\$

\* Account 204 not applicable for Class B utilities.

**BONDS  
ACCOUNT 221**

DESCRIPTION OF OBLIGATION (INCLUDING DATE OF ISSUE AND DATE OF MATURITY) (a)	INTEREST		PRINCIPAL AMOUNT PER BALANCE SHEET (d)
	ANNUAL RATE (b)	FIXED OR VARIABLE * (c)	
None	%		\$
	%		
	%		
	%		
	%		
	%		
	%		
	%		
	%		
	%		
	%		
Total			\$

\* For variable rate obligations, provide the basis for the rate. (i.e., prime + 2%, etc.)

UTILITY NAME: Tradewinds Utilities, Inc

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### STATEMENT OF RETAINED EARNINGS

1. Dividends should be shown for each class and series of capital stock. Show amounts as dividends per share.
2. Show separately the state and federal income tax effect of items shown in Account No. 439.

ACCT. NO. (a)	DESCRIPTION (b)	AMOUNTS (c)
215	Unappropriated Retained Earnings: Balance Beginning of Year	\$ (258,100)
439	Changes to Account: Adjustments to Retained Earnings ( requires Commission approval prior to use): Credits: _____ _____	\$ _____ _____
	Total Credits:	\$ -
	Debits: _____ _____	\$ _____ _____
	Total Debits:	\$ -
435	Balance Transferred from Income	\$ (2,881)
436	Appropriations of Retained Earnings: _____ _____	_____ _____
	Total Appropriations of Retained Earnings	\$ -
437	Dividends Declared: Preferred Stock Dividends Declared _____	_____
438	Common Stock Dividends Declared _____ Shareholder Distributions _____	_____ _____
	Total Dividends Declared	\$ -
215	Year end Balance	\$ (260,981)
214	Appropriated Retained Earnings (state balance and purpose of each appropriated amount at year end): _____ _____ _____	_____ _____ _____
214	Total Appropriated Retained Earnings	\$ -
Total Retained Earnings		\$ (260,981)
Notes to Statement of Retained Earnings:		



UTILITY NAME: Tradewinds Utilities, Inc

<b>YEAR OF REPORT</b> December 31, 2020
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**ADVANCES FROM ASSOCIATED COMPANIES  
ACCOUNT 223**

Report each advance separately.

DESCRIPTION (a)	TOTAL (b)
_____	\$ _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total	\$ _____

**OTHER LONG-TERM DEBT  
ACCOUNT 224**

DESCRIPTION OF OBLIGATION (INCLUDING DATE OF ISSUE AND DATE OF MATURITY) (a)	INTEREST		PRINCIPAL AMOUNT PER BALANCE SHEET (d)
	ANNUAL RATE (b)	FIXED OR VARIABLE * (c)	
_____	%		\$ _____
_____	%		_____
_____	%		_____
_____	%		_____
_____	%		_____
Regions Bank LC	6.50 %	Var	21,340
_____	%		_____
Stockholder Loan	0.00 %		397,000
_____	%		_____
_____	%		_____
_____	%		_____
_____	%		_____
_____	%		_____
_____	%		_____
_____	%		_____
Total			\$ <u>418,340</u>

\* For variable rate obligations, provide the basis for the rate. (i.e., prime + 2%, etc.)

UTILITY NAME: Tradewinds Utilities, Inc

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**NOTES PAYABLE  
ACCOUNTS 232 AND 234**

DESCRIPTION OF OBLIGATION (INCLUDING DATE OF ISSUE AND DATE OF MATURITY) (a)	INTEREST		PRINCIPAL AMOUNT PER BALANCE SHEET (d)
	ANNUAL RATE (b)	FIXED OR VARIABLE * (c)	
NOTES PAYABLE ( Account 232):			
	%		\$
	%		
	%		
	%		
	%		
	%		
	%		
Total Account 232			\$ -
NOTES PAYABLE TO ASSOC. COMPANIES (Account 234):			
	%		\$
None	%		
	%		
	%		
	%		
	%		
	%		
	%		
	%		
Total Account 234			\$ -

\* For variable rate obligations, provide the basis for the rate. (i.e., prime + 2%, etc.)

**ACCOUNTS PAYABLE TO ASSOCIATED COMPANIES  
ACCOUNT 233**

Report each account payable separately.

DESCRIPTION (a)	TOTAL (b)
Mira International	\$
Total	\$ -

UTILITY NAME: Tradewinds Utilities, Inc

**ACCRUED INTEREST AND EXPENSE  
ACCOUNTS 237 AND 427**

DESCRIPTION OF DEBIT (a)	BALANCE BEGINNING OF YEAR (b)	INTEREST ACCRUED DURING YEAR		IN PAI
		ACCT. DEBIT (c)	AMOUNT (d)	
ACCOUNT NO. 237.1 - Accrued Interest on Long Term Debt	\$ _____		\$ _____	\$ _____
_____	_____ -	427.4	750	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Account 237.1	\$ _____ -		\$ _____	\$ _____
ACCOUNT NO. 237.2 - Accrued Interest on Other Liabilities	\$ _____	427	\$ _____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Account 237.2	\$ _____ -		\$ _____ -	\$ _____
Total Account 237 (1)	\$ _____ -		\$ _____ -	\$ _____
INTEREST EXPENSED:				
Total accrual Account 237		237	\$ _____ -	(1)
Less Capitalized Interest Portion of AFUDC:			_____	
_____			_____	
_____			_____	(2)
Net Interest Expensed to Account No. 427 (2)			\$ _____ -	

**YEAR OF REPORT**  
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DESCRIPTION - Provide itemized listing (a)	BALANCE END OF YEAR (b)
Refund Checks Returned	\$ 581
Total Miscellaneous Current and Accrued Liabilities	\$ 581

[illegible]

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UTILITY NAME: Tradewinds Utilities, Inc

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**OTHER DEFERRED CREDITS  
ACCOUNT 253**

DESCRIPTION - Provide itemized listing (a)	AMOUNT WRITTEN OFF DURING YEAR (b)	YEAR END BALANCE (c)
REGULATORY LIABILITIES (Class A Utilities: Account 253.1):		
None	\$ _____	\$ _____
	_____	_____
	_____	_____
	_____	_____
Total Regulatory Liabilities	\$ _____ -	\$ _____ -
OTHER DEFERRED LIABILITIES (Class A Utilities: Account 253.2):		
None	\$ _____	\$ _____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
Total Other Deferred Liabilities	\$ _____ -	\$ _____ -
TOTAL OTHER DEFERRED CREDITS	\$ _____ -	\$ _____ -

UTILITY NAME: Tradewinds Utilities, Inc

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**CONTRIBUTIONS IN AID OF CONSTRUCTION  
ACCOUNT 271**

DESCRIPTION (a)	WATER (W-7) (b)	WASTEWATER (S-7) (c)	W & WW OTHER THAN SYSTEM REPORTING (d)	TOTAL (e)
Balance first of year	\$ 332,247	\$ 549,840	\$	\$ 882,087
Add credits during year:	\$ -	-	-	-
Less debit charged during the year	\$ -	\$ 11,376	\$ -	\$ 11,376
Total Contribution In Aid of Construction	\$ 332,247	\$ 538,464	\$ -	\$ 870,711

**ACCUMULATED AMORTIZATION OF CONTRIBUTIONS IN AID OF CONSTRUCTION  
ACCOUNT 272**

DESCRIPTION (a)	WATER (W-8(a)) (b)	WASTEWATER (S-8(a)) (c)	W & WW OTHER THAN SYSTEM REPORTING (d)	TOTAL (e)
Balance first of year	\$ 332,247	\$ 527,088	\$	\$ 859,335
Debits during the year:	\$ -	11,376		\$ 11,376
Credits during the year	\$ -	\$ -	\$	\$ -
Total Accumulated Amortization of Contributions In Aid of Construction	\$ 332,247	\$ 538,464	\$ -	\$ 870,711

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

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**RECONCILIATION OF REPORTED NET INCOME WITH TAXABLE  
INCOME FOR FEDERAL INCOME TAXES (UTILITY OPERATIONS)**

1. The reconciliation should include the same detail as furnished on Schedule M-1 of the federal tax return for the year. The reconciliation shall be submitted even though there is no taxable income for the year. Descriptions should clearly indicate the nature of each reconciling amount and show the computations of all tax accruals.
2. If the utility is a member of a group which files a consolidated federal tax return, reconcile reported net income with taxable net income as if a separate return were to be filed, indicating intercompany amounts to be eliminated in such consolidated return. State names of group members, tax assigned to each group member, and basis of allocation, assignments or sharing of the consolidated tax among the group members.

DESCRIPTION (a)	REF. NO. (b)	AMOUNT (c)
Net income for the year	F-3(c)	\$ -
Reconciling items for the year:		
Taxable income not reported on books:		
_____		-
_____		-
Deductions recorded on books not deducted for return:		
_____		-
_____		-
Income recorded on books not included in return:		
_____		-
_____		-
_____		-
_____		-
Deduction on return not charged against book income:		
_____		-
_____		-
_____		-
_____		-
Federal tax net income		\$ -

Computation of tax :

This Corporation is an "S" Corporation, therefore this schedule is not applicable



**WATER  
OPERATION  
SECTION**

UTILITY NAME:

Tradewinds Utilities, Inc

**YEAR OF REPORT**

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**WATER LISTING OF SYSTEM GROUPS**

List below the name of each reporting system and its certificate number. Those systems which have been consolidated under the same tariff should be assigned a group number. Each individual system which has not been consolidated should be assigned its own group number.

The water financial schedules (W-2 through W-10) should be filed for the group in total.

The water engineering schedules (W-11 through W-14) must be filed for each system in the group.

All of the following water pages (W-2 through W-14) should be completed for each group and arranged by group number.

SYSTEM NAME / COUNTY	CERTIFICATE NUMBER	GROUP NUMBER
Tradewinds Utilities, Inc / Marion County	WS350-10-AR	1

UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

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SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County**SCHEDULE OF YEAR END WATER RATE BASE**

ACCT. NO. (a)	ACCOUNT NAME (b)	REFERENCE PAGE (c)	WATER UTILITY (d)
101	Utility Plant In Service	W-4(b)	\$ 1,267,708
	Less:		
	Nonused and Useful Plant (1)		
108	Accumulated Depreciation	W-6(b)	777,736
110	Accumulated Amortization		
271	Contributions in Aid of Construction	W-7	332,247
252	Advances for Construction		-
Subtotal			\$ 157,724
272	Add: Accumulated Amortization of Contributions in Aid of Construction	W-8(a)	\$ 332,247
Subtotal			\$ 489,971
114	Plus or Minus: Acquisition Adjustments (2)		-
115	Accumulated Amortization of Acquisition Adjustments (2)		-
	Working Capital Allowance (3)		19,240
	Other (Specify):		
105	Construction in Process		-
WATER RATE BASE			\$ 509,212
WATER OPERATING INCOME		W-3	\$ (13,203)
ACHIEVED RATE OF RETURN (Water Operating Income / Water Rate Base)			-2.59%

NOTES : (1) Estimate based on the methodology used in the last rate proceeding.

(2) Include only those Acquisition Adjustments that have been approved by the Commission.

(3) Calculation consistent with last rate proceeding.

In absence of a rate proceeding, Class A utilities will use the Balance Sheet Method and  
Class B Utilities will use the One-eighth Operating and Maintenance Expense Method.

UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County

## WATER OPERATING STATEMENT

ACCT. NO. (a)	ACCOUNT NAME (b)	REFERENCE PAGE (c)	CURRENT YEAR (d)
	UTILITY OPERATING INCOME		
400	Operating Revenues	W-9	\$ 184,322
469	Less: Guaranteed Revenue and AFPI	W-9	-
	Net Operating Revenues		\$ 184,322
401	Operating Expenses	W-10(a)	\$ 153,922
403	Depreciation Expense	W-6(a)	29,512
	Less: Amortization of CIAC	W-8(a)	-
	Net Depreciation Expense		\$ 29,512
406	Amortization of Utility Plant Acquisition Adjustment		-
407	Amortization Expense (Other than CIAC)		-
	Taxes Other Than Income		
408.10	Utility Regulatory Assessment Fee		8,294
408.11	Property Taxes		1,476
408.12	Payroll Taxes		4,320
408.13	Other Taxes and Licenses		
408	Total Taxes Other Than Income		\$ 14,090
409.1	Income Taxes		
410.10	Deferred Federal Income Taxes		
410.11	Deferred State Income Taxes		
411.10	Provision for Deferred Income Taxes - Credit		
412.10	Investment Tax Credits Deferred to Future Periods		
412.11	Investment Tax Credits Restored to Operating Income		
	Utility Operating Expenses		\$ 197,525
	Utility Operating Income		\$ (13,203)
	Add Back:		
469	Guaranteed Revenue (and AFPI)	W-9	\$ -
413	Income From Utility Plant Leased to Others		
414	Gains (losses) From Disposition of Utility Property		
420	Allowance for Funds Used During Construction		
	Total Utility Operating Income		\$ (13,203)

UTILITY NAME: Tradewinds Utilities, Inc

<b>YEAR OF REPORT</b> December 31, 2020
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SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**WATER UTILITY PLANT ACCOUNTS**

ACCT. NO. (a)	ACCOUNT NAME (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	RETIREMENTS (e)	CURRENT YEAR (f)
301	1993 Rate Case Expense	\$ 482	\$		\$ 482
302	Franchises	925			925
303	Land and Land Rights	182,500			182,500
304	Structures and Improvements	122,472			122,472
305	Collecting and Impounding Reservoirs	0			
306	Lake, River and Other Intakes	0			
307	Wells and Springs	0			
309	Supply Mains	2,469			2,469
310	Power Generation Equipment	19,734			19,734
311	Pumping Equipment	76,013			76,013
320	Water Treatment Equipment	6,568			6,568
330	Distribution Reservoirs and Standpipes	292,464			292,464
331	Transmission and Distribution Mains	282,945			282,945
333	Services	69,852			69,852
334	Meters and Meter Installations	186,986	7,359		194,345
335	Hydrants	8,000			8,000
336	Backflow Prevention Devices	0			
339	Other Plant Miscellaneous Equipment	1,462			1,462
340	Office Furniture and Equipment	5,740			5,740
341	Transportation Equipment	800			800
342	Stores Equipment	0			
343	Tools, Shop and Garage Equipment	937			937
344	Laboratory Equipment	0			
345	Power Operated Equipment	0			
346	Communication Equipment	0			
347	Miscellaneous Equipment	0			
349	Abandonment of Regional Plant	0			
TOTAL WATER PLANT		\$ 1,260,349	\$ 7,359	\$	\$ 1,267,708

NOTE: Any adjustments made to reclassify property from one account to another must be footnoted.

W-4(a)  
GROUP 1

UTILITY NAME: Tradewinds Utilities, Inc

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**WATER UTILITY PLANT MATRIX**

ACCT. NO. (a)	ACCOUNT NAME (b)	CURRENT YEAR (c)	.1 INTANGIBLE PLANT (d)	.2 SOURCE OF SUPPLY AND PUMPING PLANT (e)	.3 WATER TREATMENT PLANT (f)	.4 TRANSMIS AND DISTRIBU PLANT (g)
301	1993 Rate Case Expense	\$ 482	\$ 482	\$	\$	\$
302	Franchises	925	925			
303	Land and Land Rights	182,500		182,500		
304	Structures and Improvements	122,472		122,472		
305	Collecting and Impounding Reservoirs					
306	Lake, River and Other Intakes					
307	Wells and Springs					
309	Supply Mains	2,469		2,469		
310	Power Generation Equipment	19,734		19,734		
311	Pumping Equipment	76,013		76,013		
320	Water Treatment Equipment	6,568			6,568	
330	Distribution Reservoirs and Standpipes	292,464				29
331	Transmission and Distribution Mains	282,945				28
333	Services	69,852				6
334	Meters and Meter Installations	194,345				19
335	Hydrants	8,000				
336	Backflow Prevention Devices					
339	Other Plant Miscellaneous Equipment	1,462	1,462			
340	Office Furniture and Equipment	5,740				
341	Transportation Equipment	800				
342	Stores Equipment					
343	Tools, Shop and Garage Equipment	937				
344	Laboratory Equipment					
345	Power Operated Equipment					
346	Communication Equipment					
347	Miscellaneous Equipment					
349	Abandonment of Regional Plant					
TOTAL WATER PLANT		\$ 1,267,708	\$ 2,869	\$ 403,188	\$ 6,568	\$ 84

W-4(b)  
GROUP 1

UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County**BASIS FOR WATER DEPRECIATION CHARGES**

ACCT. NO.	ACCOUNT NAME	AVERAGE SERVICE LIFE IN YEARS	AVERAGE NET SALVAGE IN PERCENT	DEPRECIATION RATE APPLIED IN PERCENT (100% - d) / c
(a)	(b)	(c)	(d)	(e)
301	1993 Rate Case Expense	4		25.00%
302	Franchises	29		
304	Structures and Improvements	27		3.70%
305	Collecting and Impounding Reservoirs			
306	Lake, River and Other Intakes			
307	Wells and Springs	15		6.67%
309	Supply Mains	32		3.13%
310	Power Generation Equipment	15		6.67%
311	Pumping Equipment	15		6.67%
320	Water Treatment Equipment	7		14.29%
330	Distribution Reservoirs and Standpipes	30		3.33%
331	Transmission and Distribution Mains	40		2.50%
333	Services	35		2.86%
334	Meters and Meter Installations	17		5.88%
335	Hydrants	20		5.00%
336	Backflow Prevention Devices			
339	Other Plant Miscellaneous Equipment	6		16.67%
340	Office Furniture and Equipment	6		16.67%
341	Transportation Equipment	6		16.67%
342	Stores Equipment			
343	Tools, Shop and Garage Equipment	15		6.67%
344	Laboratory Equipment			
345	Power Operated Equipment			
346	Communication Equipment			
347	Miscellaneous Equipment			
349	Abandonment of Regional Plant			
Water Plant Composite Depreciation Rate *				

\* If depreciation rates prescribed by this Commission are on a total composite basis, entries should be made on this line only.



UTILITY NAME: Tradewinds Utilities, Inc

YEAR OF REPOR

December 31, 20

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

## ANALYSIS OF ENTRIES IN WATER ACCUMULATED DEPRECIATION

ACCT. NO. (a)	ACCOUNT NAME (b)	BALANCE AT BEGINNING OF YEAR (c)	ACCRUALS (d)	OTHER CREDITS * (e)	TOTAL CREDITS ( d + e ) (f)
301	1993 Rate Case Expense	\$ 482	\$		\$
302	Franchises	925			
304	Structures and Improvements	97,065	4,531		4,53
305	Collecting and Impounding Reservoirs				
306	Lake, River and Other Intakes	0			
307	Wells and Springs	0			
309	Supply Mains	2,061	77		7
310	Power Generation Equipment	19,733			
311	Pumping Equipment	76,013			
320	Water Treatment Equipment	6,568			
330	Distribution Reservoirs and Standpipes	189,550	9,749		9,74
331	Transmission and Distribution Mains	195,546	7,074		7,07
333	Services	50,037	1,996		1,99
334	Meters and Meter Installations	95,657	5,442		5,44
335	Hydrants	6,460	400		40
336	Backflow Prevention Devices	0			
339	Other Plant Miscellaneous Equipment	652	244		24
340	Office Furniture and Equipment	5,739			
341	Transportation Equipment	800			
342	Stores Equipment	0			
343	Tools, Shop and Garage Equipment	936			
344	Laboratory Equipment	0			
345	Power Operated Equipment	0			
346	Communication Equipment	0			
347	Miscellaneous Equipment	0			
349	Abandonment of Regional Plant				
TOTAL WATER ACCUMULATED DEPRECIATION		\$ 748,224	\$ 29,512	\$ 0	\$ 29,51

\* Specify nature of transaction  
Use ( ) to denote reversal entries.

W-6(a)  
GROUP 1

UTILITY NAME: Tradewinds Utilities, Inc

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**ANALYSIS OF ENTRIES IN WATER ACCUMULATED DEPRECIATION (CONT'D)**

ACCT. NO. (a)	ACCOUNT NAME (b)	PLANT RETIRED (g)	SALVAGE AND INSURANCE (h)	COST OF REMOVAL AND OTHER CHARGES (i)	TOTAL CHARGES (g-h+i) (j)
301	1993 Rate Case Expense	\$			\$
302	Franchises				
304	Structures and Improvements				
305	Collecting and Impounding Reservoirs				
306	Lake, River and Other Intakes				
307	Wells and Springs				
309	Supply Mains				
310	Power Generation Equipment				
311	Pumping Equipment				
320	Water Treatment Equipment				
330	Distribution Reservoirs and Standpipes				
331	Transmission and Distribution Mains				
333	Services				
334	Meters and Meter Installations				
335	Hydrants				
336	Backflow Prevention Devices				
339	Other Plant Miscellaneous Equipment				
340	Office Furniture and Equipment				
341	Transportation Equipment				
342	Stores Equipment				
343	Tools, Shop and Garage Equipment				
344	Laboratory Equipment				
345	Power Operated Equipment				
346	Communication Equipment				
347	Miscellaneous Equipment				
349	Abandonment of Regional Plant				
TOTAL WATER ACCUMULATED DEPRECIATION		\$ 0	\$ 0	\$ 0	\$

W-6(b)  
GROUP 1

UTILITY NAME:

Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County

**CONTRIBUTIONS IN AID OF CONSTRUCTION  
ACCOUNT 271**

DESCRIPTION (a)	REFERENCE (b)	WATER (c)
Balance first of year		\$ 332,247
Add credits during year:		
Contributions received from Capacity, Main Extension and Customer Connection Charges	W-8(a)	\$
Contributions received from Developer or Contractor Agreements in cash or property	W-8(a)	0
Total Credits		\$ 0
Less debits charged during the year (All debits charged during the year must be explained below)		\$
Total Contributions In Aid of Construction		\$ 332,247

If any prepaid CIAC has been collected, provide a supporting schedule showing how the amount is determined.

Explain all debits charged to Account 271 during the year below:

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UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County**WATER CIAC SCHEDULE "A"**

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION RECEIVED FROM CAPACITY,  
MAIN EXTENSION AND CUSTOMER CONNECTION CHARGES RECEIVED DURING THE YEAR

DESCRIPTION OF CHARGE (a)	NUMBER OF CONNECTIONS (b)	CHARGE PER CONNECTION (c)	AMOUNT (d)
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
Total Credits			\$ _____

**ACCUMULATED AMORTIZATION OF WATER  
CONTRIBUTIONS IN AID OF CONSTRUCTION**

DESCRIPTION (a)	WATER (b)
Balance first of year	\$ 332,247
Debits during the year:	
Accruals charged to Account 272	\$ _____
Other debits (specify) :	_____
Total debits	\$ 0
Credits during the year (specify) :	\$ 0
Total credits	\$ -
Balance end of year	\$ 332,247

**UTILITY NAME:** Tradewinds Utilities, Inc**UTILITY NAME:** Tradewinds Utilities, Inc

## YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion CountySYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

### WATER CIAC SCHEDULE "B"

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION  
RECEIVED FROM ALL DEVELOPERS OR CONTRACTORS AGREEMENTS  
WHICH CASH OR PROPERTY WAS RECEIVED DURING THE YEAR

DESCRIPTION (a)	INDICATE CASH OR PROPERTY (b)	AMOUNT (c)
		\$ _____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
Total Credits		\$ _____

UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County**WATER OPERATING REVENUE**

ACCT. NO. (a)	DESCRIPTION (b)	BEGINNING YEAR NO. CUSTOMERS * (c)	YEAR END NUMBER OF CUSTOMERS (d)	AMOUNT (e)
460	Water Sales: Unmetered Water Revenue			\$
461.1	Metered Water Revenue: Sales to Residential Customers	449	479	141,788
461.2	Sales to Commercial Customers	55	42	39,753
461.3	Sales to Industrial Customers			
461.4	Sales to Public Authorities			
461.5	Sales Multiple Family Dwellings			
Total Metered Sales		504	521	\$ 181,541
462.1	Fire Protection Revenue: Public Fire Protection			
462.2	Private Fire Protection			
Total Fire Protection Revenue		-	-	\$ -
464	Other Sales To Public Authorities			
465	Sales To Irrigation Customers			
466	Sales For Resale			
467	Interdepartmental Sales			
Total Water Sales		504	521	\$ 181,541
469	Other Water Revenues: Guaranteed Revenues (Including Allowance for Funds Prudently Invested or AFPI)			\$
470	Forfeited Discounts			
471	Miscellaneous Service Revenues			
472	Rents From Water Property			
473	Interdepartmental Rents			
474	Other Water Revenues			2,781
Total Other Water Revenues				\$ 2,781
Total Water Operating Revenues				\$ 184,322

\* Customer is defined by Rule 25-30.210(1), Florida Administrative Code.

W-9

GROUP 1

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**  
December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**WATER UTILITY EXPENSE ACCOUNTS**

ACCT. NO. (a)	ACCOUNT NAME (b)	CURRENT YEAR (c)	.1 SOURCE OF SUPPLY AND EXPENSES - OPERATIONS (d)	.2 SOURCE OF SUPPLY AND EXPENSES - MAINTENANCE (e)
601	Salaries and Wages - Employees	\$ 32,400	\$ 3,240	3,240
603	Salaries and Wages - Officers, Directors and Majority Stockholders	24,000		
604	Employee Pensions and Benefits	4,320	432	432
610	Purchased Water	-		
615	Purchased Power	10,892	10,892	
616	Fuel for Power Production	-		
618	Chemicals	959	959	
620	Materials and Supplies	-		
631	Contractual Services-Engineering	1,130		
632	Contractual Services - Accounting			
633	Contractual Services - Legal	-		
634	Contractual Services - Mgt. Fees	32,400		
635	Contractual Services - Testing	175		
636	Contractual Services - Other	5,530	5,530	
641	Rental of Building/Real Property	7,200		
642	Rental of Equipment	-		
650	Transportation Expenses	-		
656	Insurance - Vehicle	-		
657	Insurance - General Liability	4,560	4,560	
658	Insurance - Workman's Comp.	-		
659	Insurance - Other	-		
660	Advertising Expense	-		
666	Regulatory Commission Expenses - Amortization of Rate Case Expense	-		
667	Regulatory Commission Exp.-Other			
668	Water Resource Conservation Exp.	-		
670	Bad Debt Expense	114		
675	Miscellaneous Expenses	\$ 30,242		6,464
Total Water Utility Expenses		\$ 153,922	\$ 25,613	\$ 10,136

W-10(a)  
GROUP 1



**Tradewinds Utilities, Inc****Tradewinds Utilities, Inc / Marion County**

W-10(b)  
GROUP 1

UTILITY NAME: Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

### PUMPING AND PURCHASED WATER STATISTICS

MONTH (a)	WATER PURCHASED FOR RESALE ( Omit 000's ) (b)	FINISHED WATER PUMPED FROM WELLS ( Omit 000's ) (c)	WATER USED FOR LINE FLUSHING, FIGHTING FIRES, ETC. (d)	TOTAL WATER PUMPED AND PURCHASED ( Omit 000's ) [ (b)+(c)-(d) ] (e)	WATER SOLD TO CUSTOMERS ( Omit 000's ) (f)
January	0	2,750	491	2,259	2,259
February	0	2,204	59	2,145	2,145
March	0	3,101	840	2,261	2,261
April	0	3,185	634	2,551	2,551
May	0	2,602	22	2,580	2,580
June	0	2,651	224	2,427	2,427
July	0	2,743	329	2,414	2,414
August	0	2,379	58	2,321	2,321
September	0	2,345	138	2,207	2,207
October	0	2,120	-29	2,149	2,149
November	0	2,413	239	2,174	2,174
December	0	2,626	886	1,740	1,740
Total for Year	-	31,119	3,891	27,228	27,228

If water is purchased for resale, indicate the following:

Vendor \_\_\_\_\_

Point of delivery \_\_\_\_\_

If water is sold to other water utilities for redistribution, list names of such utilities below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SOURCE OF SUPPLY

List for each source of supply:	CAPACITY OF WELL	GALLONS PER DAY FROM SOURCE	TYPE OF SOURCE
Backup Well	5,000,000 *	0	Well
Backup Well	5,000,000 *	0	Well
Main Well	47,450,000 *	130,000	Well

\* Annual

UTILITY NAME: Tradewinds Utilities, IncSYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County**WATER TREATMENT PLANT INFORMATION**

Provide a separate sheet for each water treatment facility

Permitted Capacity of Plant (GPD): 108,500Location of measurement of capacity  
(i.e. Wellhead, Storage Tank): Flow MeterType of treatment (reverse osmosis,  
(sedimentation, chemical, aerated, etc.): Liquid Chlorinated**LIME TREATMENT**Unit rating (i.e., GPM, pounds  
per gallon): N/A

Manufacturer: \_\_\_\_\_

**FILTRATION**

Type and size of area:

Pressure (in square feet): N/A

Manufacturer: \_\_\_\_\_

Gravity (in GPM/square feet): \_\_\_\_\_

Manufacturer: \_\_\_\_\_

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

### CALCULATION OF THE WATER SYSTEM METER EQUIVALENTS

METER SIZE (a)	TYPE OF METER (b)	EQUIVALENT FACTOR (c)	NUMBER OF METERS (d)	TOTAL NUMBER OF METER EQUIVALENTS (c x d) (e)
All Residential				
5/8"	Displacement	1.0	464	464
3/4"	Displacement	1.5		
1"	Displacement	2.5	32	80
1 1/4"	Displacement, Compound or Turbine	3.8		
1 1/2"	Displacement or Turbine	5.0		
2"	Displacement, Compound or Turbine	8.0	9	72
3"	Displacement	15.0		
3"	Compound	16.0		
3"	Turbine	17.5		
4"	Displacement or Compound	25.0		
4"	Turbine	30.0		
6"	Displacement or Compound	50.0		
6"	Turbine	62.5		
8"	Compound	80.0		
8"	Turbine	90.0		
10"	Compound	115.0		
10"	Turbine	145.0		
12"	Turbine	215.0		
Total Water System Meter Equivalents				616

### CALCULATION OF THE WATER SYSTEM EQUIVALENT RESIDENTIAL CONNECTIONS

Provide a calculation used to determine the value of one water equivalent residential connection (ERC).

Use one of the following methods:

- If actual flow data are available from the preceding 12 months, divide the total annual single family residence (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.
- If no historical flow data are available, use:  

$$ERC = ( \text{Total SFR gallons sold (Omit 000)} / 365 \text{ days} / 350 \text{ gallons per day} )$$

ERC Calculation:

21,170,000 gallons sold / 470 average SFR Customers / 365 days

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UTILITY NAME: Tradewinds Utilities, IncSYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County**OTHER WATER SYSTEM INFORMATION**

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present ERC's \* the system can efficiently serve. 600
2. Maximum number of ERCs \* which can be served. 600
3. Present system connection capacity (in ERCs \*) using existing lines. 470
4. Future connection capacity (in ERCs \*) upon service area buildout. 130
5. Estimated annual increase in ERCs \*. 1
6. Is the utility required to have fire flow capacity? Yes  
If so, how much capacity is required? 1500 GPM
7. Attach a description of the fire fighting facilities. Fire Truck Tank Refill, Fire Hydrants, and Commercial Sprinkler System
8. Describe any plans and estimated completion dates for any enlargements or improvements of this system. N/A
9. When did the company last file a capacity analysis report with the DEP? Dec-14
10. If the present system does not meet the requirements of DEP rules:
  - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
  - b. Have these plans been approved by DEP? \_\_\_\_\_
  - c. When will construction begin? \_\_\_\_\_
  - d. Attach plans for funding the required upgrading.
  - e. Is this system under any Consent Order with DEP? NO
11. Department of Environmental Protection ID # 3424620
12. Water Management District Consumptive Use Permit # 2995
  - a. Is the system in compliance with the requirements of the CUP? Yes
  - b. If not, what are the utility's plans to gain compliance? \_\_\_\_\_

\* An ERC is determined based on the calculation on the bottom of Page W-13.

**WASTEWATER  
OPERATION  
SECTION**

December 31, 2020

**Tradewinds Utilities, Inc**

All of the following wastewater pages (S-2 through S-13) should be completed for each group and arranged by group number.

S-1



UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County

## SCHEDULE OF YEAR END WASTEWATER RATE BASE

ACCT. NO. (a)	ACCOUNT NAME (b)	REFERENCE PAGE (c)	WASTEWATER UTILITY (d)
101	Utility Plant In Service	S-4(a)	\$ 1,081,048
	Less:		
	Nonused and Useful Plant (1)		
108	Accumulated Depreciation	S-6(b)	919,408
110	Accumulated Amortization		
271	Contributions in Aid of Construction	S-7	549,840
252	Advances for Construction	F-20	0
Subtotal			\$ -388,200
272	Add: Accumulated Amortization of Contributions in Aid of Construction	S-8(a)	\$ 538,464
Subtotal			\$ 150,264
	Plus or Minus:		
114	Acquisition Adjustments (2)		
115	Accumulated Amortization of Acquisition Adjustments (2)		
	Working Capital Allowance (3)		23,609
	Other (Specify):		
WASTEWATER RATE BASE			\$ 173,873
WASTEWATER OPERATING INCOME		S-3	\$ 1,157
ACHIEVED RATE OF RETURN (Wastewater Operating Income / Wastewater Rate Base)			0.67%

NOTES : (1) Estimate based on the methodology used in the last rate proceeding.

(2) Include only those Acquisition Adjustments that have been approved by the Commission.

(3) Calculation consistent with last rate proceeding.

In absence of a rate proceeding, Class A utilities will use the Balance Sheet Method and  
Class B Utilities will use the One-eighth Operating and Maintenance Expense Method.

UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County

## WASTEWATER OPERATING STATEMENT

ACCT. NO. (a)	ACCOUNT NAME (b)	REFERENCE PAGE (c)	WASTEWATER UTILITY (d)
UTILITY OPERATING INCOME			
400	Operating Revenues	S-9	\$ 220,104
530	Less: Guaranteed Revenue (and AFPI)	S-9	0
Net Operating Revenues			\$ 220,104
401	Operating Expenses	S-10(a)	\$ 188,869
403	Depreciation Expense	S-6(a)	25,416
	Less: Amortization of CIAC	S-8(a)	11,376
Net Depreciation Expense			\$ 14,040
406	Amortization of Utility Plant Acquisition Adjustment	F-7	
407	Amortization Expense (Other than CIAC)	F-8	0
Taxes Other Than Income			
408.10	Utility Regulatory Assessment Fee		10,065
408.11	Property Taxes		1,293
408.12	Payroll Taxes		4,680
408.13	Other Taxes and Licenses		
408	Total Taxes Other Than Income		\$ 16,038
409.1	Income Taxes		
410.10	Deferred Federal Income Taxes		
410.11	Deferred State Income Taxes		
411.10	Provision for Deferred Income Taxes - Credit		
412.10	Investment Tax Credits Deferred to Future Periods		
412.11	Investment Tax Credits Restored to Operating Income		
Utility Operating Expenses			\$ 218,947
Utility Operating Income			\$ 1,157
Add Back:			
530	Guaranteed Revenue (and AFPI)	W-9	\$
413	Income From Utility Plant Leased to Others		
414	Gains (losses) From Disposition of Utility Property		
420	Allowance for Funds Used During Construction		
Total Utility Operating Income			\$ 1,157

UTILITY NAME: Tradewinds Utilities, Inc

<b>YEAR OF REPORT</b> December 31, 2020
--

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**WASTEWATER UTILITY PLANT ACCOUNTS**

ACCT.					
NO. (a)	ACCOUNT NAME (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	RETIREMENTS (e)	CURRENT YEAR (f)
351	Organization	\$ 947	\$	\$	\$ 947
352	Franchises	3,806			3,806
353	Land and Land Rights	93,388			93,388
354	Structures and Improvements	170,068			170,068
355	Power Generation Equipment	0			0
360	Collection Sewers - Force	33,459			33,459
361	Collection Sewers - Gravity	141,888			141,888
362	Special Collecting Structures	2,531			2,531
363	Services to Customers	64,155			64,155
364	Flow Measuring Devices	1,711			1,711
365	Flow Measuring Installations	0			0
366	Reuse Services	0			0
367	Reuse Meters and Meter Installations	0			0
370	Receiving Wells	245,339			245,339
371	Pumping Equipment	0			0
374	Reuse Distribution Reservoirs	0			0
375	Reuse Transmission and Distribution System	0 0			0 0
380	Treatment and Disposal Equipment	124,447	3,969		128,416
381	Plant Sewers	156,371			156,371
382	Outfall Sewer Lines	8,821			8,821
389	Other Plant Miscellaneous Equipment	7,567			7,567
390	Office Furniture and Equipment	5,397			5,397
391	Transportation Equipment	0			0
392	Stores Equipment	0			0
393	Tools, Shop and Garage Equipment	1,135			1,135
394	Laboratory Equipment	0			0
395	Power Operated Equipment	16,049			16,049
396	Communication Equipment	0			0
397	Miscellaneous Equipment	0			0
398	Other Tangible Plant	0			0
Total Wastewater Plant		\$ 1,077,079	\$ 3,969	\$ 0	\$ 1,081,048

**NOTE:** Any adjustments made to reclassify property from one account to another must be footnoted.

S-4(a)  
GROUP \_\_\_\_\_

UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County

## WASTEWATER UTILITY PLANT MATRIX

ACCT. NO. (a)	ACCOUNT NAME (b)	CURRENT YEAR (f)	.1 INTANGIBLE PLANT (g)	.2 COLLECTION PLANT (h)	.3 SYSTEM PUMPING PLANT (i)	.4 TREATMENT AND DISPOSAL (j)	.5 GENERAL PLANT (h)
351	Organization	\$ 947	\$ 947	\$	\$	\$	\$
352	Franchises	3,806	3,806				
353	Land and Land Rights	93,388		93,388			
354	Structures and Improvements	170,068		170,068			
355	Power Generation Equipment	0		0			
360	Collection Sewers - Force	33,459		33,459			
361	Collection Sewers - Gravity	141,888		141,888			
362	Special Collecting Structures	2,531		2,531			
363	Services to Customers	64,155		64,155			
364	Flow Measuring Devices	1,711		1,711			
365	Flow Measuring Installations	0		0			
366	Reuse Services	0		0			
367	Reuse Meters and Meter Installations	0		0			
370	Receiving Wells	245,339			245,339		
371	Pumping Equipment	0			0		
374	Reuse Distribution Reservoirs	0			0		
375	Reuse Transmission and Distribution System	0 0			0 0		
380	Treatment and Disposal Equipment	128,416				128,416	
381	Plant Sewers	156,371				156,371	
382	Outfall Sewer Lines	8,821				8,821	
389	Other Plant Miscellaneous Equipment	7,567		7,567			
390	Office Furniture and Equipment	5,397					5,397
391	Transportation Equipment	0					
392	Stores Equipment	0					
393	Tools, Shop and Garage Equipment	1,135					1,135
394	Laboratory Equipment	0					
395	Power Operated Equipment	16,049		16,049			
396	Communication Equipment	0					
397	Miscellaneous Equipment	0					
398	Other Tangible Plant	0					
Total Wastewater Plant		\$ 1,081,048	\$ 4,753	\$ 530,816	\$ 245,339	\$ 293,608	\$ 6,432

NOTE: Any adjustments made to reclassify property from one account to another must be footnoted.

S-4(b)

GROUP \_\_\_\_\_

UTILITY NAME: Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**BASIS FOR WASTEWATER DEPRECIATION CHARGES**

ACCT. NO. (a)	ACCOUNT NAME (b)	AVERAGE SERVICE LIFE IN YEARS (c)	AVERAGE NET SALVAGE IN PERCENT (d)	DEPRECIATION RATE APPLIED IN PERCENT (100% - D) / C (e)
351	Organizational	29		3.45%
352	Franchises	3		33.33%
354	Structures and Improvements	27		3.70%
360	Collection Sewers - Force	27		3.70%
361	Collection Sewers - Gravity	40		2.50%
362	Special Collecting Structures	37		2.70%
363	Services to Customers	35		2.86%
364	Flow Measuring Devices	17		5.88%
365	Flow Measuring Installations			
366	Reuse Services			
367	Reuse Meters and Meter Installations			
370	Receiving Wells	18		5.56%
371	Pumping Equipment			
375	Reuse Transmission and Distribution System			
380	Treatment and Disposal Equipment	15		6.67%
382	Used Plant #3	15		6.67%
389	Other Plant Miscellaneous Equipment	35		2.86%
390	Office Furniture and Equipment	6		16.67%
391	Transportation Equipment			
392	Stores Equipment			
393	Tools, Shop and Garage Equipment	15		6.67%
394	Laboratory Equipment			
395	Tractor & Mower	10		10.00%
396	Communication Equipment			
397	Miscellaneous Equipment			
398	Other Tangible Plant			
Wastewater Plant Composite Depreciation Rate *				

\* If depreciation rates prescribed by this Commission are on a total composite basis,  
entries should be made on this line only.

UTILITY NAME: Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

ANALYSIS OF ENTRIES IN WASTEWATER ACCUMULATED DEPRECIATION

ACCT. NO. (a)	ACCOUNT NAME (b)	BALANCE AT BEGINNING OF YEAR (c)	ACCRUALS (d)	OTHER CREDITS * (e)	TOTAL CREDITS (d + e) (f)
351	Organizational	\$ 845	\$ 23	\$	\$ 23
352	Franchises	3,805			0
354	Structures and Improvements	131,807	5,668		5,668
355	Power Generation Equipment				0
360	Collection Sewers - Force	34,139	769		769
361	Collection Sewers - Gravity	105,513	3,153		3,153
362	Special Collecting Structures	2,532			0
363	Services to Customers	54,810	3,300		3,300
364	Flow Measuring Devices	1,710			0
365	Flow Measuring Installations	0			0
366	Reuse Services	0			0
367	Reuse Meters and Meter Installations	0			0
370	Receiving Wells	239,453	5,886		5,886
371	Pumping Equipment	0			0
375	Reuse Transmission and Distribution System	0			0
380	Treatment and Disposal Equipment	124,447	3,969		3,969
381	Plant Sewers	157,121	1,640		1,640
382	Outfall Sewer Lines	8,173	588		588
389	Other Plant Miscellaneous Equipment	7,058	420		420
390	Office Furniture and Equipment	5,396			0
391	Transportation Equipment	0			0
392	Stores Equipment	0			0
393	Tools, Shop and Garage Equipment	1,134			0
394	Laboratory Equipment	0			0
395	Power Operated Equipment	16,049			0
396	Communication Equipment	0			0
397	Miscellaneous Equipment	0			0
398	Other Tangible Plant	0			0
Total Depreciable Wastewater Plant in Service		\$ 893,992	\$ 25,416	\$ 0	\$ 25,416

\* Specify nature of transaction.  
Use ( ) to denote reversal entries.

S-6(a) REVISED  
GROUP \_\_\_\_\_

UTILITY NAME: Tradewinds Utilities, Inc

<b>YEAR OF REPORT</b> December 31, 2020
--

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**ANALYSIS OF ENTRIES IN WASTEWATER ACCUMULATED DEPRECIATION**

ACCT. NO. (a)	ACCOUNT NAME (b)	PLANT RETIRED (g)	SALVAGE AND INSURANCE (h)	COST OF REMOVAL AND OTHER CHARGES (i)	TOTAL CHARGES (g-h+i) (j)	BALANCE AT END OF YEAR (c+f-j) (l)
354	Structures and Improvements	\$	\$	\$	\$ 0	\$ 868
					0	3,805
354	Structures and Improvements	\$	\$	\$	0	137,475
355	Power Generation Equipment				0	0
360	Collection Sewers - Force				0	34,908
361	Collection Sewers - Gravity				0	108,666
362	Special Collecting Structures				0	2,532
363	Services to Customers				0	58,110
364	Flow Measuring Devices				0	1,710
365	Flow Measuring Installations				0	0
366	Reuse Services				0	0
367	Reuse Meters and Meter Installations				0	0
370	Receiving Wells				0	245,339
371	Pumping Equipment				0	0
375	Reuse Transmission and Distribution System				0	0
380	Treatment and Disposal Equipment				0	128,416
381	Plant Sewers				0	158,761
382	Outfall Sewer Lines				0	8,761
389	Other Plant Miscellaneous Equipment				0	7,478
390	Office Furniture and Equipment				0	5,396
391	Transportation Equipment				0	0
392	Stores Equipment				0	0
393	Tools, Shop and Garage Equipment				0	1,134
394	Laboratory Equipment				0	0
395	Power Operated Equipment				0	16,049
396	Communication Equipment				0	0
397	Miscellaneous Equipment				0	0
398	Other Tangible Plant				0	0
Total Depreciable Wastewater Plant in Service		\$ 0	\$ 0	\$ 0	\$ 0	\$ 919,408

\* Specify nature of transaction.  
Use ( ) to denote reversal entries.

S-6(b)  
GROUP \_\_\_\_\_



UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**  
December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**CONTRIBUTIONS IN AID OF CONSTRUCTION  
ACCOUNT 271**

DESCRIPTION (a)	REFERENCE (b)	WASTEWATER (c)
Balance first of year		\$ <u>549,840</u>
Add credits during year:		
Contributions received from Capacity, Main Extension and Customer Connection Charges	S-8(a)	\$ <u>0</u>
Contributions received from Developer or Contractor Agreements in cash or property	S-8(a)	<u>          </u>
Total Credits		\$ <u>0</u>
Less debits charged during the year (All debits charged during the year must be explained below)		\$ <u>          </u>
Total Contributions In Aid of Construction		\$ <u>549,840</u>

Explain all debits charged to Account 271 during the year below:

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UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

**WASTEWATER CIAC SCHEDULE "A"**

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION RECEIVED FROM CAPACITY,  
MAIN EXTENSION AND CUSTOMER CONNECTION CHARGES RECEIVED DURING THE YEAR

DESCRIPTION OF CHARGE (a)	NUMBER OF CONNECTIONS (b)	CHARGE PER CONNECTION (c)	AMOUNT (d)
Impact Fee	0	\$	\$ 0
Impact Fee			0
Total Credits			\$ 0

**ACCUMULATED AMORTIZATION OF WASTEWATER  
CONTRIBUTIONS IN AID OF CONSTRUCTION**

DESCRIPTION (a)	WASTEWATER (b)
Balance first of year	\$ 527,088
Debits during the year:	
Accruals charged to Account 272	\$ 11,376
Other debits (specify)	
Rounding	
Total debits	\$ 11,376
Credits during the year (specify)	\$
Total credits	\$ 0
Balance end of year	\$ 538,464

UTILITY NAME: Tradewinds Utilities, Inc

**YEAR OF REPORT**  
December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County**WASTEWATER CIAC SCHEDULE "B"**

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION  
RECEIVED FROM ALL DEVELOPERS OR CONTRACTORS AGREEMENTS  
WHICH CASH OR PROPERTY WAS RECEIVED DURING THE YEAR

DESCRIPTION (a)	INDICATE CASH OR PROPERTY (b)	AMOUNT (c)
		\$ _____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
		_____
Total Credits		\$ _____

UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County**WASTEWATER OPERATING REVENUE**

ACCT. NO. (a)	DESCRIPTION (b)	BEGINNING YEAR NO. CUSTOMERS * (c)	YEAR END NUMBER OF CUSTOMERS * (d)	AMOUNTS (e)
<b>WASTEWATER SALES</b>				
	Flat Rate Revenues:			
521.1	Residential Revenues			\$
521.2	Commercial Revenues			
521.3	Industrial Revenues			
521.4	Revenues From Public Authorities			
521.5	Multiple Family Dwelling Revenues			
521.6	Other Revenues			
521	Total Flat Rate Revenues	0	0	\$ 0
	Measured Revenues:			
522.1	Residential Revenues	261	262	154,890
522.2	Commercial Revenues	39	40	65,214
522.3	Industrial Revenues			
522.4	Revenues From Public Authorities			
522.5	Multiple Family Dwelling Revenues			
522	Total Measured Revenues	300	302	\$ 220,104
523	Revenues From Public Authorities			
524	Revenues From Other Systems			
525	Interdepartmental Revenues			
	Total Wastewater Sales	300	302	\$ 220,104
<b>OTHER WASTEWATER REVENUES</b>				
530	Guaranteed Revenues			\$
531	Sale of Sludge			
532	Forfeited Discounts			
534	Rents From Wastewater Property			
535	Interdepartmental Rents			
536	Other Wastewater Revenues (Including Allowance for Funds Prudently Invested or AFPI)			
	Total Other Wastewater Revenues			\$ 0

\* Customer is defined by Rule 25-30.210(1), Florida Administrative Code.

UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County

**WASTEWATER OPERATING REVENUE**

ACCT. NO. (a)	DESCRIPTION (b)	BEGINNING YEAR NO. CUSTOMERS * (c)	YEAR END NUMBER OF CUSTOMERS * (d)	AMOUNTS (e)
RECLAIMED WATER SALES				
540.1	Flat Rate Reuse Revenues: Residential Reuse Revenues			\$
540.2	Commercial Reuse Revenues			
540.3	Industrial Reuse Revenues			
540.4	Reuse Revenues From Public Authorities			
540.5	Other Revenues			
540	Total Flat Rate Reuse Revenues			\$ 0
541.1	Measured Reuse Revenues: Residential Reuse Revenues			
541.2	Commercial Reuse Revenues			
541.3	Industrial Reuse Revenues			
541.4	Reuse Revenues From Public Authorities			
541	Total Measured Reuse Revenues			\$ 0
544	Reuse Revenues From Other Systems			
Total Reclaimed Water Sales				\$ 0
Total Wastewater Operating Revenues				\$ 220,104

\* Customer is defined by Rule 25-30.210(1), Florida Administrative Code.

UTILITY NAME: Tradewinds Utilities, Inc

YEAR OF REPORT  
December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

WASTEWATER UTILITY EXPENSE ACCOUNT MATRIX

ACCT. NO. (a)	ACCOUNT NAME (b)	CURRENT YEAR (c)	.1 COLLECTION EXPENSES- OPERATIONS (d)	.2 COLLECTION EXPENSES- MAINTENANCE (e)	.3 PUMPING EXPENSES - OPERATIONS (f)	.4 PUMPING EXPENSES MAINT (g)	
701	Salaries and Wages - Employees	\$ 32,400	\$ 8,100		8,100		-
703	Salaries and Wages - Officers, Directors and Majority Stockholders	24,000					-
704	Employee Pensions and Benefits	4,320	1,080		1,080		-
710	Purchased Sewage Treatment						-
711	Sludge Removal Expense	15,250					-
715	Purchased Power	20,722	10,361		10,361		-
716	Fuel for Power Production						-
718	Chemicals	10,328	10,328				-
720	Materials and Supplies						-
731	Contractual Services-Engineering	1,825	913		913		-
732	Contractual Services - Accounting						-
733	Contractual Services - Legal						-
734	Contractual Services - Mgt. Fees	38,682					-
735	Contractual Services - Testing	480					-
736	Contractual Services - Other	380	190		190		-
741	Rental of Building/Real Property	7,200					-
742	Rental of Equipment						-
750	Transportation Expenses						-
756	Insurance - Vehicle						-
757	Insurance - General Liability	4,560	1,140		1,140		-
758	Insurance - Workman's Comp.						-
759	Law Suit Settlement						-
760	Advertising Expense						-
766	Regulatory Commission Expenses - Amortization of Rate Case Expense						-
767	Regulatory Commission Exp.-Other						-
770	Bad Debt Expense						-
775	Miscellaneous Expenses	28,722	2,208	377	3,807	13690	-
Total Wastewater Utility Expenses		\$ 188,869	\$ 34,320	\$ 377	\$	\$	\$

S-10(a)  
GROUP \_\_\_\_\_

UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County

## WASTEWATER UTILITY EXPENSE ACCOUNT MATRIX

ACCT. NO. (a)	ACCOUNT NAME (b)	.7 CUSTOMER ACCOUNTS EXPENSE (j)	.8 ADMIN. & GENERAL EXPENSES (k)	.9 RECLAIMED WATER TREATMENT EXPENSES- OPERATIONS (l)
701	Salaries and Wages - Employees	\$ 8,100		8,100
703	Salaries and Wages - Officers, Directors and Majority Stockholders			
704	Employee Pensions and Benefits	1,080		1,080
710	Purchased Sewage Treatment			
711	Sludge Removal Expense			15,250
715	Purchased Power			
716	Fuel for Power Purchased			
718	Chemicals			
720	Materials and Supplies		0	
731	Contractual Services-Engineering			
732	Contractual Services - Accounting		0	
733	Contractual Services - Legal		0	
734	Contractual Services - Mgt. Fees	34,814	3,868	
735	Contractual Services - Testing			
736	Contractual Services - Other			
741	Rental of Building/Real Property	5,760	1,440	
742	Rental of Equipment			
750	Transportation Expenses			
756	Insurance - Vehicle			
757	Insurance - General Liability	1,140		1,140
758	Insurance - Workman's Comp.			
759	Law Suit Settlement		0	
760	Advertising Expense			
766	Regulatory Commission Expenses - Amortization of Rate Case Expense			
767	Regulatory Commission Exp.-Other			
770	Bad Debt Expense	624		
775	Miscellaneous Expenses	4320		
Total Wastewater Utility Expenses		\$ 55,838	\$ 5,308	\$ 25,570

S-10(b)  
GROUP \_\_\_\_\_



UTILITY NAME: Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY : Tradewinds Utilities, Inc / Marion County

### CALCULATION OF THE WASTEWATER SYSTEM METER EQUIVALENTS

WATER METER SIZE (a)	TYPE OF WATER METER (b)	EQUIVALENT FACTOR (c)	NUMBER OF WATER METERS (d)	TOTAL NUMBER OF METER EQUIVALENTS (c x d) (e)
All Residential		1.0		
5/8"	Displacement	1.0	253	253
3/4"	Displacement	1.5		
1"	Displacement	2.5	17	43
1 1/2"	Displacement or Turbine	5.0		
2"	Displacement, Compound or Turbine	8.0	9	72
3"	Displacement	15.0		
3"	Compound	16.0		
3"	Turbine	17.5		
4"	Displacement or Compound	25.0		
4"	Turbine	30.0		
6"	Displacement or Compound	50.0		
6"	Turbine	62.5		
8"	Compound	80.0		
8"	Turbine	90.0		
10"	Compound	115.0		
10"	Turbine	145.0		
12"	Turbine	215.0		
Total Wastewater System Meter Equivalents				368

### CALCULATION OF THE WASTEWATER SYSTEM EQUIVALENT RESIDENTIAL CONNECTIONS

Provide a calculation used to determine the value of one wastewater equivalent residential connection (ERC).

Use one of the following methods:

(a) If actual flow data are available from the preceding 12 months, divide the total annual single family residence (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.

(b) If no historical flow data are available, use:

$$ERC = ( \text{Total SFR gallons treated (Omit 000)} / 365 \text{ days} / 280 \text{ gallons per day} )$$

For wastewater only utilities:

Subtract all general use and other non residential customer gallons from the total gallons treated.

Divide the remainder (SFR customers) by 365 days to reveal single family residence customer gallons per day.

**NOTE:** Total gallons treated includes both treated and purchased treatment.

ERC Calculation:

17,727,189 gallons sold / 305 average SFR Customers / 365 days

159

UTILITY NAME:

Tradewinds Utilities, Inc

**YEAR OF REPORT**

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County

### WASTEWATER TREATMENT PLANT INFORMATION

Provide a separate sheet for each wastewater treatment facility

Permitted Capacity		81,000 Total	
Basis of Permit Capacity (1)			
Manufacturer	McNeil	Marlof	
Type (2)	Concrete	Concrete	
Hydraulic Capacity	65,000	50,000	
Average Daily Flow	30,000	30,000	
Total Gallons of Wastewater Treated	10,950,000	10,950,000	
Method of Effluent Disposal		Spray Field	

(1) Basis of permitted capacity as stated on the Florida DEP WWTP Operating Permit  
(i.e. average annual daily flow, etc.)

(2) Contact stabilization, advanced treatment, etc.

S-12

GROUP \_\_\_\_\_

SYSTEM \_\_\_\_\_

UTILITY NAME:

Tradewinds Utilities, Inc

YEAR OF REPORT

December 31, 2020

SYSTEM NAME / COUNTY :

Tradewinds Utilities, Inc / Marion County

### OTHER WASTEWATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present number of ERCs\* now being served 218
2. Maximum number of ERCs\* which can be served 275
3. Present system connection capacity (in ERCs\*) using existing lines 57
4. Future connection capacity (in ERCs\*) upon service area buildout 275
5. Estimated annual increase in ERCs\* 1
6. Describe any plans and estimated completion dates for any enlargements or improvements of this system  
NONE
7. If the utility uses reuse as a means of effluent disposal, attach a list of the reuse end users and the amount of reuse provided to each, if known. N/A
8. If the utility does not engage in reuse, has a reuse feasibility study been completed? NO  
If so, when? \_\_\_\_\_
9. Has the utility been required by the DEP or water management district to implement reuse? NO  
If so, what are the utility's plans to comply with this requirement? \_\_\_\_\_
10. When did the company last file a capacity analysis report with the DEP? N/A
11. If the present system does not meet the requirements of DEP rules:
  - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
  - b. Have these plans been approved by DEP? N/A
  - c. When will construction begin? \_\_\_\_\_
  - d. Attach plans for funding the required upgrading.
  - e. Is this system under any Consent Order with DEP? NO
12. Department of Environmental Protection ID # FLA010699-001

\* An ERC is determined based on the calculation on S-11.

S-13

GROUP \_\_\_\_\_

SYSTEM \_\_\_\_\_

**Reconciliation of Revenue to  
Regulatory Assessment Fee Revenue  
Water Operations  
Class A & B**

**Company: Tradewinds Utilities, Inc.**

**For the Year Ended December 31, \_\_\_\_ 2019**

(a)	(b)	(c)	(d)
Accounts	Gross Water Revenues Per Sch. W-9	Gross Water Revenues Per RAF Return	Difference (b) - (c)
Gross Revenue:			
Unmetered Water Revenues (460)	\$ _____	\$ _____	\$ _____
Total Metered Sales (461.1 - 461.5)	181,541	181,541	
Total Fire Protection Revenue (462.1 - 462.2)	_____	_____	_____
Other Sales to Public Authorities (464)	_____	_____	_____
Sales to Irrigation Customers (465)	_____	_____	_____
Sales for Resale (466)	_____	_____	_____
Interdepartmental Sales (467)	_____	_____	_____
Total Other Water Revenues (469 - 474)	2,781	2,781	_____
<b>Total Water Operating Revenue</b>	184,322	184,322	\$ _____
<b>LESS: Expense for Purchased Water         from FPSC-Regulated Utility</b>	_____	_____	_____
<b>Net Water Operating Revenues</b>	184,322	184,322	0

Explanations:

Instructions:

For the current year, reconcile the gross water revenues reported on Schedule W-9 with the gross water revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).

**Reconciliation of Revenue to  
Regulatory Assessment Fee Revenue  
Wastewater Operations  
Class A & B**

**Company:** Tradewinds Utilities, Inc.  
**For the Year Ended December 31, \_\_\_\_ 2018**

(a)	(b)	(c)	(d)
Accounts	Gross Wastewater Revenues Per Sch. S-9	Gross Wastewater Revenues Per RAF Return	Difference (b) - (c)
Gross Revenue:			
Total Flat-Rate Revenues (521.1 - 521.6)	\$ _____	\$ _____	\$ _____
Total Measured Revenues (522.1 - 522.5)	220,104	220,104	_____
Revenues from Public Authorities (523)	_____	_____	_____
Revenues from Other Systems (524)	_____	_____	_____
Interdepartmental Revenues (525)	_____	_____	_____
Total Other Wastewater Revenues (530 - 536)	_____	_____	_____
Reclaimed Water Sales (540.1 - 544)	_____	_____	_____
<b>Total Wastewater Operating Revenue</b>	220,104	220,104	\$ _____
<b>LESS: Expense for Purchased Wastewater from FPSC-Regulated Utility</b>	_____	_____	_____
<b>Net Wastewater Operating Revenues</b>	220,104	220,104	0

Explanations:

Instructions:

For the current year, reconcile the gross wastewater revenues reported on Schedule S-9 with the gross wastewater revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).

**BFF Corp.**

**CLASS "C"**

**WATER AND/OR WASTEWATER UTILITIES**

(Gross Revenue of Less Than \$200,000 Each)

**ANNUAL REPORT**

OF

SU595-20-AR  
Charles de Menzes  
BFF Corp.  
P. O. Box 5220  
Ocala, FL 34478-5220

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Submitted To The

STATE OF FLORIDA

PUBLIC SERVICE COMMISSION

FOR THE

YEAR ENDED  
December 31, 2020



*Reconciliation of Revenue to  
Regulatory Assessment Fee Revenue  
Wastewater Operations  
Class C*

**Company: BFF Corp**

**For the Year Ended December 31, 2013**

(a)	(b)	(c)	(d)
Accounts	Gross Wastewater Revenues Per Sch. F-3	Gross Wastewater Revenues Per RAF Return	Difference (b) - (c)
Gross Revenue:			
Residential	87,565.50	87,565.50	\$ _____
Commercial	_____	_____	_____
Industrial	_____	_____	_____
Multiple Family	_____	_____	_____
Guaranteed Revenues	_____	_____	_____
Other	533.42	533.42	_____
<b>Total Wastewater Operating Revenue</b>	<b>88,098.92</b>	<b>88,098.92</b>	<b>\$ _____</b>
<b>LESS: Expense for Purchased Wastewater from FPSC-Regulated Utility</b>	<b>25,958.00</b>	<b>25,958.00</b>	<b>_____</b>
<b>Net Wastewater Operating Revenues</b>	<b>62,140.92</b>	<b>62,140.92</b>	<b>\$ _____</b>

Explanations:

Instructions:

For the current year, reconcile the gross wastewater revenues reported on Schedule F-3 with the gross wastewater revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).

UTILITY NAME **BFF CORP.**

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## REPORT OF

**BFF CORP.  
PO BOX 5220  
OCALA, FL 34478-5220**

1552 SW 7th Road    MARION COUNTY

Telephone Number 352-622-4949

Date Utility First Organized    Sep-83

Fax Number 352-732-4366

E-Mail Address **charlie@altfo.com**

Sunshine State One-Call of Florida, Inc. Member No. **MIR598**

Filed with the Internal Revenue Service as 1120S Corporation

Name, Address and phone where records are located    1552 SW 7th Road    Ocala, FL 34471  
(352) 622-4949

Subdivision where service is provided:    Sandlin Woods, Village of Ascot Heath, Forrest Villas I & II

## CONTACTS

Name	Title	Principal Business Address	Salary Charged
Person to send Correspondence Charles deMenzes	President	PO Box 5220 Ocala, FL 34478	
Person who prepared this report Charles deMenzes	President	PO Box 5220 Ocala, FL 34478	18,000
Officers and Managers			
Charles deMenzes	President	PO Box 5220 Ocala, FL 34478	18,000
Deborah Dillon	VP/Manager	Same	

Report every Corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility.

Name	Percent of Ownership in Utility	Principal Business Address	Salary Charged
Charles deMenzes Revocable Trust	100%	PO Box 5220 Ocala, FL 34478	

BFF CORP.

# FINANCIAL SECTION

UTILITY NAME **BFF CORP.**

YEAR OF REPORT
December 31,2020

## INCOME STATEMENT

ACCOUNT NAME	REF Page	WATER N/A	WASTEWATER	OTHER	TOTAL COMPANY
Gross Revenue					
Residential			87,566		87,566
Commercial					-
Other (Write offs)					-
Turn on Charges			533		533
Total Gross Revenue			<b>88,099</b>		<b>88,099</b>
Operation Expense (Must tie to Pages W-3 & S-3)	W-3 S-3		94,284		94,284
Depreciation Expense	F-5		8,412		8,412
CIAC Amortization Expense	F-8		(1,287)		(1,287)
Plant Abandonment Amortization					-
Taxes other than Income	F-7		2,795		2,795
Total Operating Expenses			104,204		104,204
Net Operating Income (Loss)			(16,105)		(16,105)
Other Income: Non Utility Income					
Other Deductions:					
Interest Expense			209		209
Other Expenses			120		120
Loan Cost Amortization					-
Net Income (Loss)			(16,434)		(16,434)

UTILITY NAME **BFF CORP.**

REVISED  
COMPARATIVE BALANCE SHEET

YEAR OF REPORT December 31, 2020
-------------------------------------

Account Name	Reference Page	Current Year	Previous Year
<b>Assets:</b>			
Utility Plant in Service (101-105)	F-5,W-1,S-1	271,771	264,621
Accumulated Depreciation and Amortization (108)	F-5,W-2,S-2	(204,909)	(196,497)
<b>Net Utility Plant:</b>		66,862	68,124
Cash		2,562	1,115
Customer Accts Receivable (141)		8,224	7,957
Other Assets			407
Utility Deposit			
Unamortized Debt Discount		-	
Retired Assets, Net of Amortization			
<b>Total Assets</b>		<b>77,648</b>	<b>77,603</b>
<b>Liabilities &amp; Capital</b>			
Common Stock Issued (201)	F-6	1,000	1,000
Stockholder Loan			
Other Paid in Capital (211)		392,105	395,105
Retained Earnings (215)	F-6	(357,280)	(340,846)
<b>Total Capital</b>		<b>35,825</b>	<b>55,259</b>
Long Term Debt (224)	F-6	12,500	
Accounts Payable (231)		7,415	
Notes Payable (232)			
Customer Deposits (235)		6,360	5,400
Accrued Taxes (236)		124	2,575
Other Liabilities (Specify)			164
Stockholder Loan			120
Contributions in Aid of Construction-Net (271-272)	F-8	15,244	14,085
<b>Total Liabilities &amp; Capital</b>		<b>77,468</b>	<b>77,603</b>

UTILITY NAME **BFF CORP.**

<p>YEAR OF REPORT December 31,2020</p>
--

GROSS UTILITY PLANT

Plant Accounts (101-107) Inclusive	Water N/A	Wastewater	Total
Utility Plant in Service (101)		264,621	264,621
Additions to Plant		7,150	7,150
Total Utility Plant		271,771	271,771

ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT

Account (108)	Water N/A	Wastewater	Total
Balance first of Year		196,497	196,497
Add Credits During Year			
Accruals charged to Depreciation Account		8,412	8,412
Total Credits		8,412	8,412
Deduct Debits During Year			
Balance End of year		204,909	204,909



UTILITY NAME **BFF CORP.**

YEAR OF REPORT  
December 31,2020

CAPITAL STOCK (201-204)

	Common Stock	Preferred Stock
Par or stated value per share	1.00	
Shares authorized	1,000	
Shares issued and outstanding	1,000	
Total par value of stock issued	1,000	
Dividends declared per share for year	-	

RETAINED EARNINGS (215)

	Appropriated	Un-Appropriated
Balance first of year		(340,846)
Changes during the year (specify)		
Less Current Year operating profit		(16,434)
Balance End of year		(357,280)

LONG TERM DEBT (224)

Description of Obligation (Including Nominal Date of Issue and Date of Maturity)	Interest Rate	Principal per Balance Sheet Date
		-
Total		-

UTILITY NAME **BFF CORP.**

YEAR OF REPORT  
December 31, 2020

TAXES PAID

	Water N/A (b)	Wastewater ©	Other (d)	Total (e)
Income Taxes:				-
Federal income tax _____				-
State income Tax _____				-
Taxes Other Than Income:				-
State ad valorem tax _____				-
Payroll Tax Expense _____				-
Other tax _____				-
Regulatory assessment fee _____		2,795		2,795
Other (Specify) _____				-
_____				-
_____				-
Total Tax Expense _____	0	2,795	-	2,795

PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES

Report all information concerning rate, management, construction, advertising, labor relations, public relations, or other similar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever, amounting to \$500 or more.

Name of Recipient	Water Amount N/A	Wastewater Amount	Description of Service
MIRA International, Inc.		9,000	Management & Maintenance Accounting Fees

UTILITY NAME **BFF CORP.**

YEAR OF REPORT December 31,2020
------------------------------------

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b)	Wastewater ©	Total (d)
1) Balance first of year		39,416	39,416
2) Add Credits during year			
3) Total		39,416	39,416
5) Balance end of year		41,036	41,036
6) Less Accumulated Amortization		(15,372)	(15,372)
7) Net CIAC		25,664	25,664

ACCUMULATED AMORTIZATION OF CIAC

	Water N/A	Wastewater	Total
Balance First of Year		14,085	14,085
Add Credits During Year		1,287	1,287
Deduct Debits During Year			
Balance End of Year (must agree with line #6 above)		15,372	15,372

UTILITY NAME **BFF CORP.**

YEAR OF REPORT December 31,2020
------------------------------------

Schedule "A"

Schedule of Cost of Capital used for AFUDC Calculation

N/A

UTILITY NAME **BFF CORP.**

YEAR OF REPORT December 31, 2020
-------------------------------------

Schedule "B"

Schedule of Capital Structure Adjustments

N/A

UTILITY NAME BFF Corp.

# WATER OPERATING SECTION N/A

BFF CORP.

# WASTEWATER OPERATING SECTION



UTILITY NAME **BFF CORP.**

YEAR OF REPORT December 31,2020
------------------------------------

WASTEWATER UTILITY PLANT ACCOUNTS

ACCT NO. (a)	ACCOUNT DESCRIPTION (b)	PREVIOUS YEAR ©	ADDITIONS (d)	DELETIONS (e)	CURRENT YEAR (f)
350	UNAMORTIZED DEBT DISCOUNT	-			-
351	ORGANIZATION	2,411			2,411
352	FRANCHISES	-			-
353	LAND AND LAND RIGHTS	1,579			1,579
354	STRUCTURES & IMPROVEMENTS	8,240			8,240
360	FORCE MAIN COLLECTION LINES	117,528			117,528
361	GRAVITY FEED COLLECTION LINES	77,795			77,795
362	SPECIAL COLLECTION STRUCTURES	18,168			18,168
363	SERVICES	6,219			6,219
365	FLOW MEASURING DEVICE	383	7,150		7,533
370	RECEIVING WELLS (MANHOLES & LIFT STATIONS)	32,298			32,298
380	TREATMENT & DISPOSAL EQUIP	-			-
382	OUTFALL SEWER LINES	-			-
389	OTHER PLANT & MISC EQUIPMENT				
398	PSC ADJUSTMENT				
	TOTALS	264,621	7,150	-	271,771

UTILITY NAME **BFF CORP.**

YEAR OF REPORT December 31,2020
------------------------------------

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER

ACCT NO.	ACCOUNT DESCRIPTION	AVERAGE SERVICE LIFE	DEPR RATE APPLIED	ACCUM BALANCE PREV YR	DEBITS	CREDITS	ACCUM DEPR BALANCE
(a)	(b)	©	(d)	(e)	(f)	(g)	(h)
351	ORGANIZATION	40	2.5000	1,593		60	1,653
354	STRUCTURES & IMPROV	27	3.7037	4,830		305	5,135
360	FORCE MAIN COLL LINES	27	3.7037	80,586		4,352	84,938
361	GRAVITY FEED COLL LINES	40	2.5000	75,683		1,944	77,627
362	SPECIAL COLL STRUCTURES	37	2.7027	9,019		491	9,510
363	SERVICES	35	2.8571	4,117		177	4,294
365	FLOW MEASURING DEVICE	35	2.8751	209		11	220
370	RECEIVING WELLS MH & LIFT STATIONS)	25	4.0000	20,460		1,072	21,532
380	TREATMENT & DISP EQUIP	18	5.5556	-			-
382	OUTFALL SEWER LINES	18	5.5556	-			-
398	PSC AUDIT ADJUSTMENT			-			-
	TOTALS			196,497		8,412	204,909

UTILITY NAME **BFF CORP.**

YEAR OF REPORT December 31,2020
------------------------------------

WASTEWATER OPERATION AND MAINTENANCE EXPENSE

ACCT NO.	ACCOUNT NAME	AMOUNT
701	SALARIES & WAGES EMPLOYEES	18,000
703	SALARIES & WAGES OFFICERS	18,000
710	PURCHASE WASTEWATER TREATMENT Utilities Inc.	25,958
711	SLUDGE REMOVAL EXPENSE	6,620
715	PURCHASED POWER	2,278
720	MATERIALS AND SUPPLIES	540
731	CONTRACTUAL SERVICES - PROFESSIONAL	1,445
735	CONTRACTUAL SERVICES - TESTING	
736	CONTRACTUAL SERVICES - MIRA	9,000
755	INSURANCE	120
770	BAD DEBT EXPENSE	120
770	BANK SERVICE CHARGES	2,721
775	MISCELLANEOUS EXPENSE	3,602
775	MAINTENANCE EXPENSE	5,880
	TOTAL OPERATION AND MAINTENANCE EXPENSE	94,284

WASTEWATER CUSTOMERS

DESCRIPTION (a)	TYPE OF METER (b)	EQUIVALENT FACTOR ©	NUM OF ACTIVE CUSTOMERS START OF YR (d)	END OF YR (e)	TOT NUMER OF EQUIVALENT (c x e)
5/8"	D	1.0	108	108	108
3/4"	D	1.5			0
1"	D	2.5			0
2"	D	8.0			0
		TOTAL	108	108	108

UTILITY NAME **BFF CORP.**

YEAR OF REPORT  
December 31,2020

PUMPING EQUIPMENT

Lift Station Number	1	2	3
Name or Type and Nameplate data of pump	Peabody Barnes	Peabody Barnes	Peabody Barnes
Year Installed			
Rated Capacity			
Size			
Power	Electric	Electric	Electric
Nameplate Data of Motor			

SERVICE CONNECTIONS

Size (inches)	
Type	
Average Length	
Number of Active	
Service Connections	
Beginning of Year	
Added during Year	
Retired during Year	
End of Year	

COLLECTING AND FORCE MAINS

	Collecting Mains	Force Mains
Size (inches)	8"	4"
Type of Main	PVC	PVC
Length of Main (nearest foot)		
Beginning of Year	8189	9563
Added during Year	0	0
Retired during Year	0	0
End of Year	8189	9563
Age	30 years	avg 15 years

MANHOLES

Size (inches)	48"	30 years old
Number of Manholes	Concrete	
Beginning of Year	32	
Added during Year	0	
Retired during Year	0	
End of Year	32	

UTILITY NAME **BFF CORP.**

YEAR OF REPORT December 31, 2020
-------------------------------------

TREATMENT PLANT

Manufacturer Type Total Capacity Average Daily flow Total Gallons of Sewage treated
---

MASTER LIFT STATION PUMPS

Manufacturer Capacity Motor: Mfr Horsepower Power (Electric or Mechanical)	7.5 HP Electric
--	--------------------

PUMPING WASTEWATER STATISTICS

Months	Gallons of Treated Wastewater	Effluent Reuse Gallons to Customers	Effluent Gallons Disposed of on site
January	475,326	0	475,326
February	575,960	0	575,960
March	551,710	0	551,710
April	557,760	0	557,760
May	458,870	0	458,870
June	570,340	0	570,340
July	580,120	0	580,120
August	446,375	0	446,375
September	627,610	0	627,610
October	599,865	0	599,865
November	452,720	0	452,720
December	484,070	0	484,070
Total for Year	6,380,726	0	6,380,726

If Wastewater is Purchased, indicate the vendor	<u>Utilities Inc of Florida</u>
---	---------------------------------

UTILITY NAME **BFF CORP.**

YEAR OF REPORT December 31,2020
------------------------------------

GENERAL WASTEWATER SYSTEM INFORMATION

1. Present Number of ERC's \* being served 101
2. Maximum ERC's \*\* that system can efficiently serve 150
3. Present system connection capacity (in ERC'S) using existing lines. 150
4. Future connection capacity (in ERC'S) upon service area buildout. 49
5. Estimates annual increase in ERC'S \* 1
6. Discribe any plans and estimated completion date for any enlargements of this system. None at this time
7. If the utility uses reuse as a means of effluent disposal, provide a list of the reuse end users and the amount of reuse provided to each, if known.
8. If the utility does not engage in reuse, has the reuse feasibility study been completed? No  
If so, when? \_\_\_\_\_
9. Has the utility been required by the DEP or water management district to implement reuse? No
10. When did the company last file a capacity analysis report with DEP? 1999
11. If present systems do not meet the requirements of DEP rules, submit the following:
  - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
  - b. Have these plans been approved by DEP?
  - c. When will construction begin?
  - d. Attach plans for funding the required upgrading.
  - e. Is this system under any Consent Order with DEP? No
12. Department of Environmental Protection I.D. # FLA 012678

\* ERC = (Total Gallons Treated / 365 days / 280 Gallons per Day

Note: Total Gallons Treated includes both sewage treated and purchased sewage treatment.

\*\* Total plant capacity/280 gallons

UTILITY NAME **BFF CORP.**

YEAR OF REPORT December 31,2020
------------------------------------

CERTIFICATION OF ANNUAL REPORT

I HEREBY CERTIFY, to the best of my knowledge and belief:

YES NO

[X] [ ] 1. The utility is in substantial compliance with the Uniform System of Accounts prescribed by the Florida Public Service Commission in Rule 25-30.115 (1), Florida Administrative Code.

YES NO

[X] [ ] 2. The utility is in substantial compliance with all applicable rules and orders of the Florida Public Service Commission.

YES NO

[X] [ ] 3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statement of the utility.

YES NO

[X] [ ] 4. The annual report fairly represents the financial condition and results of operations of the respondent for the period presented and other information and statements presented in the report as to the business affairs of the respondent are true, correct and complete for the period for which it represents.

Items Certified

1. 2. 3. 4.

*Charles de Meneses*

[X] [X] [X] [X] (signature of chief executive officer of the utility)

1. 2. 3. 4.

[ ] [ ] [ ] [ ] (signature of chief financial officer of the utility)

\* Each of the four items must be certified YES or NO. Each item need not be certified by both officers. The items being certified by the officer should be indicated in the appropriate area to the left of the signature.

NOTICE: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.



**C.F.A.T. H2O, Inc.**

**CLASS "C"**

**WATER AND/OR WASTEWATER UTILITIES**

(Gross Revenue of Less Than \$200,000 Each)

**ANNUAL REPORT**

OF

WS719-20-AR  
Charles de Menzes  
C.F.A.T. H2O, Inc.  
P. O. Box 5220  
Ocala, FL 34478-5220

OFFICIAL COPY  
Public Service Commission  
Do Not Remove From This Office

Submitted To The

**STATE OF FLORIDA**

**PUBLIC SERVICE COMMISSION**

FOR THE

**YEAR ENDED**

12/31/2020

**Reconciliation of Revenue to  
Regulatory Assessment Fee Revenue  
Water Operations  
Class C**

**Company: CFAT H2O, Inc**

**For the Year Ended December 31 2018**

(a)	(b)	(c)	(d)
Accounts	Gross Water Revenues Per Sch. F-3	Gross Water Revenues Per RAF Return	Difference (b) - (c)
Gross Revenue:			
Residential	87,581	87,581	\$ _____
Commercial	6,237	6,237	_____
Industrial	_____	_____	_____
Multiple Family	_____	_____	_____
Guaranteed Revenues	_____	_____	_____
Other	6,251	6,251	_____
<b>Total Water Operating Revenue</b>	100,069	100,069	\$ _____
<b>LESS: Expense for Purchased Water from FPSC-Regulated Utility</b>	_____	_____	_____
<b>Net Water Operating Revenues</b>	100,069	100,069	\$ _____

Explanations:

Instructions:

For the current year, reconcile the gross water revenues reported on Schedule F-3 with the gross water revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).

**Reconciliation of Revenue to  
Regulatory Assessment Fee Revenue  
Wastewater Operations  
Class C**

**Company: CFAT H2O, Inc**

**For the Year Ended December 31 2018**

(a)	(b)	(c)	(d)
Accounts	Gross Wastewater Revenues Per Sch. F-3	Gross Wastewater Revenues Per RAF Return	Difference (b) - (c)
Gross Revenue:			
Residential	87,601	87,601	\$ _____
Commercial	27,186	27,186	_____
Industrial	_____	_____	_____
Multiple Family	_____	_____	_____
Guaranteed Revenues	_____	_____	_____
Other	_____	_____	_____
<b>Total Wastewater Operating Revenue</b>	<b>114,787</b>	<b>114,787</b>	<b>\$ _____</b>
<b>LESS: Expense for Purchased Wastewater         from FPSC-Regulated Utility</b>	_____	_____	_____
<b>Net Wastewater Operating Revenues</b>	<b>114,787</b>	<b>114,787</b>	<b>\$ _____</b>

Explanations:

**Instructions:**

For the current year, reconcile the gross wastewater revenues reported on Schedule F-3 with the gross wastewater revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).

**C.F.A.T. H2o, INC.**

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# REPORT OF

**CFAT H2O, INC.**  
**PO BOX 5220**  
**OCALA, FL 34478-5220**

1552 SW 7th Road    MARION COUNTY

Sunshine State One-Call of Florida, Inc. Member No. **MIR598**

Telephone Number 352-622-4949

Date Utility First Organized

10/28/2003

Filed with the Internal Revenue Service as 1120S Corporation

Name, Address and phone where records are located    1552 SW 7th Road    Ocala, FL 34471

Florida    (352) 622-4949    c/o Tradewinds Utilities, Inc.

Subdivision where service is provided:    **Landfair and Hilltop Manor**

## CONTACTS

Name	Title	Principal Business Address	Salary Charged
Person to send Correspondence Charles deMenzes	President	P.O. Box 5220 Ocala, FL 34478	0
Person who prepared this report Charles deMenzes	President	P.O. Box 5220 Ocala, FL 34478	20,000
Officers and Managers			
Charles deMenzes	President	P.O. Box 5220 Ocala, FL 34478	25,000
Deborah Dillon	Vice Pres	P.O. Box 5220 Ocala, FL 34478	20,000

Report every Corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility.

Name	Percent of Ownership in Utility	Principal Business Address	Salary Charged
Charles deMenzes Revocable Trust	100	P.O. Box 5220 Ocala, FL 34478	0

C.F.A.T.H<sub>2</sub>O, INC.

# FINANCIAL SECTION



UTILITY NAME **CFAT H2O, INC**

YEAR OF REPORT December 31, 2020
-------------------------------------

## INCOME STATEMENT

ACCOUNT NAME	REF Page	WATER	WASTEWATER	OTHER	TOTAL COMPANY
Gross Revenue					
Residential		87,581	87,601		175,182
Commercial		6,237	27,186		33,423
Other (specify)		6,251			6,251
Turn on Charges					
<b>Total Gross Revenue</b>		<b>100,069</b>	<b>114,787</b>		<b>214,856</b>
Operation Expense (Must tie to Pages W-3 & S-3)	W-3 S-3	68,340	109,385		177,725
Depreciation Expense	F-5	24,702	15,139		39,841
Amortization Expense	F-8	(5,568)	(9,000)		(14,568)
Taxes other than Income	F-7	1,200	1,572		2,772
Reg Assessment Fees	F-7	4,506	5,244		9,750
<b>Total Operating Expenses</b>		<b>93,180</b>	<b>122,340</b>		<b>215,520</b>
<b>Net Operating Income (Loss)</b>		<b>6,889</b>	<b>(7,553)</b>		<b>(664)</b>
Other Income: Non Utility Income					
Other Deductions:					
Interest Expense			1,886		1,886
Amort of Loan Costs					-
Amort of Rate Case Exp					-
<b>Net Income (Loss)</b>		<b>6,889</b>	<b>(9,439)</b>		<b>(2,550)</b>

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT

December 31, 2020

## COMPARATIVE BALANCE SHEET

Account Name	Reference Page	Current Year	Previous Year
<b>Assets:</b>			
Utility Plant in Service (101-105)	F-5,W-1,S-1	1,008,218	993,562
Accumulated Depreciation and Amortization (108)	F-5,W-2,S-2	(692,597)	(652,756)
Net Utility Plant:		315,621	340,806
Cash		2,350	1,393
Customer Accts Receivable (141)		24,429	21,965
Other Assets			1,054
Utility Deposit		2,040	2,040
Prepaid Rate Cse Expense			
Plant Held for Future Use		4,250	4,250
Acquisition Adjustment, net		30,520	33,921
Total Assets		379,210	405,429
<b>Liabilities &amp; Capital</b>			
Common Stock Issued (201)	F-6	200	200
Preferred Stock Issued (204)	F-6		
Other Paid in Capital (211)		564,882	581,482
Retained Earnings (215)	F-6	(358,228)	(353,494)
Total Capital		206,854	228,188
Long Term Debt (224)	F-6	39,800	50,000
Accounts Payable (231)			31,672
Notes Payable (232)			
Customer Deposits (235)		33,529	34,099
Accrued Taxes (236)		(198)	
Other Liabilities (Specify) PSC Fee		9,669	9,341
Refund Checks Returned		1,522	1,520
FFB Credit Line			-
Management Fee Payable		51,993	
Contributions in Aid of Construction-Net (271-272)	F-8	36,041	50,609
Total Liabilities & Capital		379,210	405,429

UTILITY NAME **CFAT H2O, INC**

YEAR OF REPORT  
December 31, 2020

GROSS UTILITY PLANT

Plant Accounts (101-107) Inclusive	Water	Wastewater	Total
Utility Plant in Service (101)	577,251	411,633	988,884
ADDITIONS	12,120	7,214	19,334
			-
			-
			-
			-
Total Utility Plant	589,371	418,847	1,008,218

ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT

Account (108)	Water	Wastewater	Total
Balance first of Year	352,137	300,619	652,756
Add Credits During Year	24,702	15,139	39,841
Accruals charged to Depreciation Account			-
Total Credits	376,839	315,758	692,597
Deduct Debits During Year			-
			-
Balance End of year	376,839	315,758	692,597

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT  
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CAPITAL STOCK (201-204)

	Common Stock	Preferred Stock
Par or stated value per share	1.00	
Shares authorized	200	
Shares issued and outstanding	200	
Total par value of stock issued	200	
Dividends declared per share for year	-	

RETAINED EARNINGS (215)

	Appropriated	Un-Appropriated
Balance first of year		(353,494)
Changes during the year (specify) per Auditor Report		
Less Current Year operating profit		(4,734)
Accounting transfer to Capital Acct		
Balance End of year		(358,228)

LONG TERM DEBT (224)

Description of Obligation (Including Nominal Date of Issue and Date of Maturity)	Interest Rate Pymts	Principal per Balance Sheet Date
First Federal Bank (Credit Line)	6%	24,800
CEP Grant		15,000
Total		39,800

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT  
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**TAX EXPENSE**

	Water (b)	Wastewater ©	Other (d)	Total (e)
Income Taxes:				-
Federal income tax_____				
State income Tax_____				
Taxes Other Than Income:				-
County ad valorem tax_____	1,200	1,572		2,772
Payroll Tax Expense_____				-
Other tax_____				-
Regulatory assessment fee____	4,506	5,165		9,671
Other (Specify)_____				
_____				
_____				
Total Tax Expense_____	5,706	6,737		12,443

**PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES**

Report all information concerning rate, management, construction, advertising, labor relations, public relations, or other similar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever, amounting to \$500 or more.

Name of Recipient	Water Amount	Wastewater Amount	Description of Service
MIRA International, Inc.	24,000	24,000	Management & Maintenance
Steve GS	3220	7,220	Plant operation
CVPA	1006	1,006	Accounting Fees

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT  
December 31, 2020

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b)	Wastewater ©	Total (d)
1) Balance first of year	132,796	262,882	395,678
2) Add Credits during year			-
3) Total	132,796	262,882	395,678
4) Deduct charges during year			
5) Balance end of year	132,796	262,882	395,678
6) Less Accumulated Amortization	(115,407)	(244,230)	(359,637)
7) Net CIAC	17,389	18,652	36,041

ACCUMULATED AMORTIZATION OF CIAC

	Water	Wastewater	Total
Balance First of Year	(109,839)	(235,230)	(345,069)
Add Credits During Year	(5,568)	(9,000)	(14,568)
Deduct Debits During Year			
Balance End of Year (must agree with line #6 above)	(115,407)	(244,230)	(359,637)

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT December 31, 2020
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Schedule "A"

Schedule of Cost of Capital used for AFUDC Calculation

N/A



UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT December 31, 2020
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Schedule "B"

Schedule of Capital Structure Adjustments

N/A

C.F.A.T.H<sub>2</sub>O, INC.

# WATER OPERATING SECTION

UTILITY NAME **CFAT H2O, INC.**

<p>YEAR OF REPORT December 31, 2020</p>
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WATER UTILITY PLANT ACCOUNTS

ACCT NO. (a)	ACCOUNT DESCRIPTION (b)	PREVIOUS YEAR ©	ADDITIONS (d)	DELETIONS (e)	CURRENT YEAR (f)
300	Fixed Assets	4,548	2,814		7,362
302	FRANCHISES	-			-
303	LAND AND LAND RIGHTS	19,500			19,500
304	STRUCTURE AND IMPROVEMENTS	3,154			3,154
307	WELL AND SPRINGS	38,888			38,888
310	POWER GENERATION EQUIPMENT	22,587			22,587
311	PUMPING EQUIPMENT	116,510	6,855		123,365
320	WATER TREATMENT EQUIPMENT	13,314			13,314
330	DIST RESERVOIR & STANDPIPES	201,106			201,106
331	TRANSMISSION & DISTRIBUTION MAINS	83,968			83,968
333	SERVICES	15,635			15,635
334	METER AND METER INSTALLATIONS	55,813	2,451		58,264
339	OTHER PLANT AND MISC EQUIPMENT	2,021			2,021
343	TOOL SHOP AND GARAGE EQUIPMENT	207			207
	TOTALS	577,251	12,120	-	589,371

UTILITY NAME **CFAT H2O, INC.**

<p>YEAR OF REPORT December 31, 2020</p>
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ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

ACCT NO.	ACCOUNT DESCRIPTION	AVERAGE SERVICE LIFE	DEPR RATE APPLIED	ACCUM BALANCE PREV YR	DEBITS	CREDITS	ACCUM DEPR BALANCE
(a)	(b)	©	(d)	(e)	(f)	(g)	(h)
301	ORGANIZATIONAL	5	20.0000				-
302	FRANCHISES	29	3.4483				-
304	STRUCTURES & IMPROV	27	3.7037	990		117	1,107
307	WELL PUMPS (15HP)	27	3.7037	25,167		1,440	26,607
310	POWER GENERATION EQ	15	6.6667	21,160		1,506	22,666
311	PUMPING EQUIPMENT	15	6.6667	100,798		8,224	109,022
320	WATER TREATMENT EQ	11	9.0909	12,678		1,210	13,888
330	DISTRIBUTION RESERVOIR	30	3.3333	97,789		6,703	104,492
331	TRANS & DIST MAINS	40	2.5000	47,333		2,099	49,432
333	SERVICES	35	2.8571	13,382			13,382
334	METERS & METER INSTAL	17	5.8824	32,632		3,427	36,059
335	HYDRANTS	40	2.5000	-			-
339	OTHER PLANT & MISC EQ	20	5.0000				-
340	OFFICE FURNITURE & EQ	6	16.6667	-			-
341	TRANSPORTATION EQ	5	20.0000	-		(26)	(26)
343	TOOL,SHOP & GARAGE	15	6.6667	207			207
	TOTALS			352,136	-	24,702	376,838

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT December 31, 2020
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WATER OPERATION AND MAINTENANCE EXPENSE

ACCT NO.	ACCOUNT NAME	AMOUNT
603	SALARIES & WAGES OFFICERS	27,000
615	PURCHASED POWER	3,543
616	FUEL FOR POWER PRODUCTION	109
618	CHEMICALS	500
631	CONTRACTUAL EXPENSE (ENGINEERING, ACCOUNTING)	
630	CONTRACTUAL EXPENSE BILLING	24,000
635	CONTRACTUAL SERVICES - OPERATIONS	3,385
635	CONTRACTUAL SERVICES - TESTING	175
655	OFFICE SUPPLIES	1,027
670	BAD DEBT EXPENSE	426
675	BANK SERVICE CHARGES	3,009
675	MAINTENANCE EXPENSE	2,049
675	MISCELLANEOUS EXPENSE	2,117
675	Dep Exp	1,000
	TOTAL OPERATION AND MAINTENANCE EXPENSE	68,340

WATER CUSTOMERS

DESCRIPTION (a)	TYPE OF METER (b)	EQUIVALENT FACTOR ©	NUM OF ACTIVE CUSTOMERS START OF YR (d)	CUSTOMERS END OF YR (e)	TOT NUMER OF EQUIVALENT (c x e)
5/8"	D	1.0	217	232	232
3/4"	D	1.5		3	
1"	D	2.5	4	4	10
2"	D	8.0			
		TOTAL	221	239	242

## PUMPING AND PURCHASED WATER STATISTICS

(a)	Water Purchased for Resale (omit 000) (b)	Finished water from Wells (omit 000) ©	Accounted for loss thru line flushing etc. (omit 000) (d)	Total Water Pumped and Purchased (omit 000) (e)	Water sold to Customers (omit 000) (f)
January	None	818	-	818	818
February	"	748	-	748	748
March	"	798	-	798	798
April	"	836	-	836	836
May	"	821	-	821	821
June	"	901	-	901	901
July	"	949	-	949	949
August	"	749	-	749	749
September	"	831	-	831	831
October	"	816	-	816	816
November	"	897	-	897	897
December	"	775	-	775	775
Total for Year	None	9,939	-	9,939	9,939

## MAINS (Feet)

Kind of Pipe	Diameter of Pipe	First of Year	Added	Removed or Abandoned	End of Year
PVC - 16 years	6"	4270	0	0	4270
PVC - 16 years	4"	4210	0	0	4210
PVC - 16 years	8"	13360	0	0	13360

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT December 31, 2020
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WELLS AND WELL PUMPS

(a)	(b)	©	(d)
Year Constructed	1989	2006	
Type fo well construction and casing.	Steel Grouted	Steel Grouted	
Depth of Wells	160'	160'	
Diameters of Wells	8"	8"	
Pump GPM	250	250	
Motor HP	10	10	
Yields of Wells in GPD	15,000	15,000	
Auxiliary Power	Diesel Gen	Diesel Gen	

RESERVOIRS

(a)	(b)	©	
Description	Steel	Steel	
Capacity of Tank	20,000	200,000	
Ground or Elevated	Ground	Ground	



UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT

December 31, 2020

**SOURCE OF SUPPLY**

List for each source of supply:	
Gals. per day of source	100,000
Type of Source	Well

**WATER TREATMENT FACILITIES**

List for each water treatment facility:	
Type	Liquid Chlorinated
Make	VT 100
Gals per day	100,000
Method of Measurement	Flow meter

## OTHER WATER SYSTEMS INFORMATION

Furnish information below for each system not physically connected with another facility.

1. Present ERC's \* now being served **227**
2. Maximum ERC's \* that system can efficiently serve **250**
3. Present system connection capacity (in ERC's) using existing lines **250**
4. Future connection capacity (in ERC's) upon service area buildout **350**
5. Estimated annual increase in ERC's **2**
6. List fire fighting facilities and capacities **200,000 Gal Ground Storage Tank & Triplex Pumps**
7. Attach a description of the fire fighting facilities = **one (1) Hydrant at a gas station.**
8. What is the current need for system upgrading and/or expansion? **NONE**
9. When did the company last file a capacity analysis report with the DEP? **Unknown**
10. If the present system does not meet the requirements of DEP rules, submit the following:
  - a. Attach a description of the Plant upgrade necessary to meet DEP rules.
  - b. Have these plans been approved by DEP
  - c. When will construction begin
  - d. Attach plans for funding the required upgrades
  - e. Is this system under a Consent Order with DEP **NO**
11. Department of Environmental Protection ID # **3424620**
12. Water Management District ID # **2-83-0220AN**
  - a. Is the system in compliance with the requirements of the CUP? **YES**
  - b. If not, what are the utility's plans to gain compliance

\* ERC = (Total Gallons Sold / 365 days / 350 Gallons per Day

\*\* TOTAL PLANT CAPACITY / 350

C.F.A.T.H<sub>2</sub>O, INC.

# SEWER OPERATING SECTION

UTILITY NAME **CFAT H2O, INC.**

<p>YEAR OF REPORT December 31, 2020</p>
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SEWER UTILITY PLANT ACCOUNTS

ACCT NO. (a)	ACCOUNT DESCRIPTION (b)	PREVIOUS YEAR ©	ADDITIONS (d)	DELETIONS (e)	CURRENT YEAR (f)
350	FIXED ASSETS	2,500			2,500
352	FRANCHISES	2,062			2,062
353	LAND & LAND RIGHTS	39,000			39,000
354	STRUCTURES AND IMPROVEMENTS	36,667	802		37,469
360	FORCE MAIN COLL LINES	81,058			81,058
361	GRAVITY FEED COLL LINES	45,657			45,657
362	SPECIAL COLL STRUCTURES	17,856			17,856
363	SERVICES TO CUSTOMERS	8,500			8,500
364	FLOW MEASURING DEVICES	90			90
365	FLOW MEASURING INSTALLATIONS	5,610			5,610
370	RECEIVING WELL - MANHOLES, LIFT STATIONS	150,086	6,412		156,498
380	TREATMENT AND DISPOSAL EQ	22,547			22,547
389	OTHER PLANT & MISC EQUIP	-			-
390	OFFICE FURNITURE & EQUIP	-			-
393	TOOLS, SHOP & GARAGE EQUIP	-			-
	TOTALS	411,633	7,214		418,847

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT December 31, 2020
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ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT -SEWER

ACCT NO.	ACCOUNT DESCRIPTION	AVERAGE SERVICE LIFE	DEPR RATE APPLIED	ACCUM BALANCE PREV YR	DEBITS	CREDITS	ACCUM DEPR BALANCE
(a)	(b)	©	(d)	(e)	(f)	(g)	(h)
351	ORGANIZATIONAL	5	20.0000	2,500			2,500
352	FRANCHISES	3	33.3333	2,062			2,062
354	STRUCTURES AND IMPROV	27	3.7037	9,821		1,388	11,209
360	FORCE MAIN COLL LINES	27	3.7037	61,479		3,002	64,481
361	GRAVITY FEED COLL LINES	40	2.5000	36,301		1,141	37,442
362	SPECIAL COLL STRUCTURES	35	2.8571	14,943		510	15,453
363	SERVICES TO CUSTOMERS	35	2.8571	7,996		243	8,239
364	FLOW MEASURING DEVICES	5	20.0000	90			90
365	FLOW MEASURING INSTAL	35	2.8571	5,247		160	5,407
370	RECEIVING WELL - MANHOLES LIFT STATIONS	18	5.5556	137,632		8,694	146,326
380	TREATMENT AND DISPOSAL EQ	15	6.6667	22,548			22,548
389	OTHER PLANT & MISC EQUIP	15	6.6667				
390	OFFICE FURNITURE & EQUIP	6	16.6667				
393	TOOLS, SHOP & GARAGE EQUIP	15	6.6667				
	TOTALS			300,619	0	15,139	315,758

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT December 31, 2020
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SEWER OPERATION AND MAINTENANCE EXPENSE

ACCT NO.	ACCOUNT NAME	AMOUNT
703	SALARIES & WAGES OFFICERS	27,000
711	SLUDGE REMOVAL EXPENSE	14,005
715	PURCHASED POWER	13,445
718	CHEMICALS	4,194
731	PROFESSIONAL FEES (ENGINEERING - ACCOUNTING)	1,885
730	CONTRACTUAL SERVICES SEWER	24,000
735	CONTRACTUAL EXPENSE - PROFESSIONAL	8,094
735	TESTING - SEWER	250
775	BANK SERVICE CHARGES	3,009
775	OFFICE SUPPLIES	1,027
775	DEP Permit Fees	150
775	Misc EXPENSE	12,326
	TOTAL OPERATION AND MAINTENANCE EXPENCE	109,385

WASTEWATER CUSTOMERS

DESCRIPTION (a)	TYPE OF METER (b)	EQUIVALENT FACTOR ©	NUM OF ACTIVE CUSTOMERS START OF YR (d)	CUSTOMERS END OF YR (e)	TOT NUMER OF EQUIVALENT (c x e)
5/8"	D	1.0	238	244	244
3/4"	D	1.5			
1"	D	2.5	3	4	10
2"	D	8.0			
		TOTAL	241	248	254

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT  
December 31, 2020

**PUMPING EQUIPMENT**

Lift Station Number	1	2	3&4
Name or Type and Nameplate data of pump	STA-RITE	STA-RITE	STA-RITE
Year Installed	1990	1990	2000
Rated Capacity	100 GPM	100 GPM	80 GPM
Size	4"	4"	4"
Power	Electric	Electric	Electric
Nameplate Data of Motor	2.8 HP 12.6 AMP	2.8 HP 12.6 AMP	5 HP

**SERVICE CONNECTIONS**

Size (inches)	4"
Type	PVC
Average Length	30'
Number of Active Service Connections	
Beginning of Year	120
Added during Year	0
Retired during Year	
End of Year	120
Age	16 years

**COLLECTING AND FORCE MAINS**

	Collecting Mains	Collecting Mains	Force Mains
Size (inches)	8"	6"	4"
Type of Main	PVC	PVC	PVC
Length of Main (nearest foot)			
Beginning of Year	9287	803	3912
Added during Year	0	0	7600
Retired during Year	0	0	0
End of Year	9287	803	11512
Age	16 years	16 years	16 years

**MANHOLES**

Size (inches)	48"	16 years
Number of Manholes	Concrete	
Beginning of Year	22	
Added during Year	0	
Retired during Year	0	
End of Year	22	



UTILITY NAME **CFAT H2O, INC.**

<b>YEAR OF REPORT</b> December 31, 2020
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**TREATMENT PLANT**

Manufacturer	Marlof
Type	Concrete
Total Capacity - Gal Per Day	125,000
Average Daily flow	23,563
Total Gallons of Sewage treated	8,600,368

**MASTER LIFT STATION PUMPS**

Manufacturer	
Capacity	
Motor: Mfr	
Horsepower	7.5 HP
Power (Electric or Mechanical)	Electric

**PUMPING WASTEWATER STATISTICS**

Months	Gallons of Treated Wastewater	Effluent Reuse Gallons to Customers	Effluent Gallons
January	711,552	0	711,552
February	663,328	0	663,328
March	690,671		690,671
April	702,952	0	702,952
May	746,765	0	746,765
June	751,758	0	751,758
July	729,401	0	729,401
August	774,585	0	774,585
September	764,291	0	764,291
October	693,126	0	693,126
November	716,450	0	716,450
December	655,489	0	655,489
Total for Year	8,600,368	0	8,600,368

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT December 31, 2020
-------------------------------------

OTHER WASTEWATER SYSTEM INFORMATION

1. Present ERC's \* being served 165
2. Maximum ERC's \*\* that system can efficiently serve **410**
3. Present system connection capacity (in ERC'S) using existing lines. **250**
4. Future connection capacity (in ERC'S) upon service area buildout. 125
5. Estimates annual increase in ERC'S \* **2**
6. State any plans and estimated completion date for any enlargements of this system. No plans at this time
7. In what percent of your certificated area have service connections been installed? **68%**
8. If present systems do not meet the requirements of DEP rule 62-4, Florida Administrative Code, submit the following
  - a. Evaluation of the present plant or plants in regard to meeting the DEP'S rules.
  - b. Plans for funding and construction of the required upgrading.
  - c. Have these plans been coordinated with the DEP?
  - d. Do they concur?
  - e. When will construction begin?
9. Do you discharge effluent to surface waters? **No\_\_**
10. Department of Environmental Protection I.D. #**3042P01551**  
and Water Management District I.D. # **2-083-0220ANF**

\* ERC = (Total Gallons Treated / 365 days / 280 Gallons per Day

Note: Total Gallons Treated includes both sewage treated and purchased sewage treatment.

\*\* Total plant capacity/115,000 gpd

UTILITY NAME **CFAT H2O, INC.**

YEAR OF REPORT December 31, 2020
-------------------------------------

**CERTIFICATION OF ANNUAL REPORT**

I HEREBY CERTIFY, to the best of my knowledge and belief:

YES NO

(X) ( ) 1. The utility is in substantial compliance with the Uniform System of Accounts prescribed by the Florida Public Service Commission.

YES NO

(X) ( ) 2. The utility is in substantial compliance with all applicable rules and orders of the Florida Public Service Commission.

YES NO

(X) ( ) 3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statement of the utility.

YES NO

(X) ( ) 4. The annual report fairly represents the financial condition and results of operations of the respondent for the period presented and other information and statements presented in the report as to the business affairs of the respondent are true, correct and complete for the period for which it represents.

Items Certified

1. 2. 3. 4. *Charles de Menzes*

(X) (X) (X) (X) (signature of chief executive officer of the utility)

1. 2. 3. 4. \_\_\_\_\_

(( )) (( )) (signature of chief financial officer of the utility)

\* Each of the four items must be certified YES or NO. Each item need not be certified by both officers. The items being certified by the officer should be indicated in the appropriate area to the left of the signature.

NOTICE: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

# EXHIBIT O

**NOTICE OF APPLICATION FOR AUTHORITY TO TRANSFER WATER AND WASTEWATER  
CERTIFICATES OF AUTHORIZATION TO ANOTHER REGULATED UTILITY**

**DOCKET NO. 2021\_\_\_\_\_**

**APPLICATION FOR TRANSFER OF WATER AND WASTEWATER FACILITIES OF  
TRADEWINDS UTILITIES, INC., WATER CERTIFICATE 405-W, AND WASTEWATER  
CERTIFICATE 342-S TO CSWR- FLORIDA UTILITY OPERATING COMPANY, LLC, IN  
MARION COUNTY**

**DATE OF CUSTOMER NOTICE — \_\_\_\_ / \_\_\_\_ / \_\_\_\_**

Notice is hereby given that CSWR-Florida Utility Operating Company, LLC (“Central States Water Resources”) has filed an Application for Approval of Transfer of the Water and Wastewater Systems of Tradewinds Utilities, Inc. in Marion County, Florida, pursuant to Section 360.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code.

Central States Water Resources is not requesting a change to rates, classifications, charges, or rules and regulations; therefore, your current rates will not be affected by this transfer. The Tradewinds Utilities water and wastewater systems provide service to Tradewinds Village, Countryside Estates, Pearl Britain Plaza, Pearl Britain Estates, part of the George S. Mayo Subdivision and the surrounding community in the following described service territory in Marion County, Florida:

The following is a simplified legal description of the Utility’s service territory. For the full legal description, please contact Central States Water Resources at the contact information below.

**LEGAL DESCRIPTION**

Tradewinds Village: Township 14 South, Range 22 East, Section 34; South ½ of Northwest ¼ except lot G14

Part of The George S. Mayo Subdivision: Township 14 South, Range 22 East, Section 35

Countryside Estates First Addition: Township 14 South, Range 22 East, Section 34 containing 39.97 acres more or less

Pearl Britain Estates: Township 14, Range 22, Section 34 containing 13.36 acres, more or less

Common Street Names Affected by Transfer: NE 25th Avenue, NE 42nd Place, NE 45th Street, NE 25th Terrace, NE 44th Street, NE 43rd Place, NE 27th Court, NE 44th Place, NE 33rd Avenue, NE 34th Court, NE 30th Court, NE 32nd Circle, NE 41st Place, NE 35th Avenue Road, NE 36th Avenue, NE 44th Lane, NE 42nd Lane, NE 42nd Street, NE 41st Street, NE 40th Place, NE 40th Street

For more information concerning this notice, please contact the Utility at the address below:

Central States Water Resources  
1650 Des Peres Rd., Suite 303  
St. Louis, MO 63131  
Office: (314) 736-4672  
Fax: (314) 736-4743  
Email address: [regulatory@cswrgroup.com](mailto:regulatory@cswrgroup.com)

Any objection to the application must be filed with the Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than thirty (30) days after the last date that the notice was mailed or published, whichever is later.