

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for a limited proceeding  
water and wastewater rate increase in Brevard  
County, by Aquarina Utilities, Inc.

DOCKET NO. 2019\_\_\_\_-WS

**APPLICATION FOR LIMITED PROCEEDING RATE INCREASE**

Applicant, Aquarina Utilities, Inc. (the "Utility"), pursuant to Section 367.0822, Florida Statutes, and Rule 25-30.445, Florida Administrative Code, files this Application for a limited proceeding water and wastewater rate increase in Brevard County, Florida [the Utility sought to include these matters in the Phase II rate increase]:

Preliminary Matters

(1) The following information is provided pursuant to Rule 25-30.445, Florida Administrative Code:

(a)(i) The name of the Utility and its principal place of business:

Aquarina Utilities, Inc.  
P.O. Box 1114  
Fellsmere, FL 32948

(ii) The name and address of the person authorized to receive notices and communications in respect to this Application:

Martin S. Friedman, Esquire  
Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.  
420 S. Orange Ave., Suite 700  
Orlando, FL 32801  
Direct Telephone: (407) 310-2077  
Facsimile: (407) 423-1831  
Email: mfriedman@deanmead.com

(b) The Utility is a Florida corporation registered in Florida effective December 20, 2012.

The names and addresses of the persons owning more than 5% of the stock are:

Kevin Burge & Holly Burge      100%  
P.O. Box 1114  
Fellsmere, FL 32948

(c) The Utility's last rate proceeding was in Docket No. 20150010-WS, which culminated in PAA Order No. PSC-2016-0583-PAA-WS, issued December 29, 2016. There is currently pending in that Docket a Phase II rate increase.

(d) The address where the application is available for customer inspection during the time the rate application is pending is:

235 Aquarina Blvd.  
Melbourne Beach FL 32951

(e) The Affidavit of the officer of the Utility stating that the Utility will comply with Rule 25-30.446, F.A.C., is attached hereto.

(2) The original of the Application and Exhibits are being filed electronically.

(3) The appropriate filing fee of \$1,200 will be hand delivered to the Clerk' office (capacity to serve between 201 and 500 water ERCs, between 201 and 500 wastewater ERCs , and between 101 and 200 non-potable water ERCs).

#### Additional Information

The additional information is provided pursuant to Rule 25-30.445(), Florida Administrative Code:

(a) The purpose of this Limited Proceeding is for the Utility to recover the revenue it will lose as the result of the loss of the golf course as an irrigation customer. On December 29, 2016, the Commission issued Order No PSC-2016-0583-PAA-WS granting the Utility a "Phase I" rate increase, setting a separate rate for non-potable irrigation service based upon a separate revenue requirement giving no consideration to the fact the non-potable irrigation system also provided flow to fire hydrants that benefitted all customers. The Utility expressed concern at the Agenda that the non-potable irrigation rates were so high that it would encourage the golf course, which used approximately fifteen percent (15%) of the non-potable irrigation water, and other large users to obtain such service elsewhere. Notwithstanding that concern, the Commission approved

the staff recommended rate for non-potable irrigation service. It has come to the attention of the Utility that the golf course has obtained the necessary regulatory authorizations to replace the non-potable water currently supplied by the Utility with a new artisan well to connect to the golf course irrigation system, and is moving forward with financing that project. See Exhibit “A” which describes the golf course project to eliminate the Utility as the supplier of golf course irrigation water. Attached as Exhibit “B” is the Permit issued by the St. Johns Water management District. Further, the Utility is concerned that other large users of non-potable irrigation water will follow suit and abandon such service from the Utility. This Commission has in the past shifted the revenue requirement from one service to another when it is in the public interest to do so. PSC Order Nos. PSC-2015-0233-PAA-WS, PSC-2013-0085-PAA-WS, PSC-2010-0423-PAA-WS and PSC-2007-0535-AS-WS.

A further purpose of this limited proceeding is to recover the cost of certain projects that have been completed but that the Commission refused to include in the recent Phase II rate increase along with other necessary planned projects as follows: (i) A new roof for the Water Plant, (ii) motors and pumps for the potable water system and motors and pumps for the non-potable water system, and (iii) improvements to the main lift station.

(b) The Utility is not seeking to recover costs required by a governmental or regulatory agency.

(c) A schedule with supporting detail of the capital projects is attached hereto as Exhibit “C”.

(d) A schedule that shows what NARUC accounts the projects are booked to is attached as Exhibit “D”.]

(e) There are no cost savings associated with these projects.

(f) The Utility is not seeking recovery of operating expenses.

(g) The calculation of the weighted cost of capital is set forth in PSC Order No. PSC-2016-0583-PAA-WS.

(h) N/A

(i) The proforma projects total \$74,858.01, resulting in a return on and of that investment of \$6,305. Rate case expense, consisting of \$25,000 attorney's fees, \$1,200 filing fee and \$2,096 for two notices) will be \$28,296 with a 4-year amortization of \$7,074, for a total rate increase of \$13,379.

(j) Annualized revenues for the past 12 months is attached hereto as Exhibit "E".

(k) A schedule of the current and proposed rates will be late filed as Exhibit "F".

(l) A schedule showing the Utility will earn below the range of its last authorized return will be Late Filed Exhibit "G".

(m) A schedule showing the calculation of the rate restructure will be Late Filed Exhibit "H".

(n) Tariff Sheets are not included.

(o) 1. Copies of all customer complaints that the Utility has received regarding DEP secondary water quality complaints are being provided with the Application.

2. A copy of the Utility's most recent secondary water quality standards test results is being provided with this Application.

WHEREFORE, the Utility requests that the Florida Public Service Commission do the following:

1. Grant an increase in potable water and wastewater rates consistent with the attached Exhibits, and to recover from water and wastewater customers an equitable portion of the expenses of the non-potable water system to reflect the benefit to all customers of the fire hydrants connected to the non-potable water system.

2. Restructure the potable and non-potable water rates and the wastewater rates to recover the revenue which will be lost due to the golf course terminating non-potable water service.

3. If necessary, bifurcate the revenue restructure from loss of the golf course revenue to assure that upon disconnection of that customer the rate restructure can be implemented.

4. Provide such other and further relief as is fair, just and equitable.

Respectfully submitted this 1st day of April  
2019, by:

Dean Mead  
420 S. Orange Ave., Suite 700  
Orlando, FL 32801  
Direct Phone: (407) 310-2077  
Fax (407) 423-1831  
E-Mail: mfriedman@deanmead.com

/s/ Martin S. Friedman  
MARTIN S. FRIEDMAN  
Florida Bar No.: 0199060  
For the Firm

**AFFIDAVIT OF KEVIN BURGE**

[Pursuant to Rule 25-30.445(1)(e), F.A.C.]

STATE OF FLORIDA  
COUNTY OF Indian River

BEFORE ME, personally appeared Kevin Burge, who is the President of Aquarina Utilities, Inc. who states that Aquarina Utilities, Inc. will comply with the noticing requirements of Rule 25-30.446, Florida Administrative Code.

[Signature]  
Kevin Burge

Sworn to and subscribed before me this 14 day of March 2019, by Kevin Burge who is personally known to me, or who produced Florida Driver License as identification..

MARIA I. MARRON  
MY COMMISSION #GG155513  
EXPIRES: OCT 29, 2021  
Bonded through 1st State Insurance

[Signature]  
NOTARY PUBLIC  
Printed Name: Maria I Marron  
My Commission Expires: Oct 29, 2021

# ACSA IRRIGATION WELL LOAN AGREEMENT

This Loan Agreement ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between Aquarina Community Service Association ("ACSA"), a Home Owners Association (HOA) registered in the State of Florida, located at 250 Aquarina Boulevard, Melbourne Beach, Florida (the "Borrower"), and \_\_\_\_\_ an individual located at \_\_\_\_\_ (the "Lender").

## RECITALS:

WHEREAS the Borrower wishes to construct an Artesian Well and Pumping Station to irrigate its golf course as described in Attachment 1; and

WHEREAS the Lender wishes to provide a Loan to help fund that undertaking;

## NOW, THEREFORE:

In consideration of the agreements herein contained, the parties agree as follows:

- 1. Recitals.** Both the Lender and the Borrower acknowledge that the Recitals are true and are incorporated into this Agreement.
- 2. Loan Amount.** The Lender agrees to loan the Borrower the principle sum of \_\_\_\_\_ (the "Loan"), together with interest on the outstanding principle amount of the Loan (the "Principle Balance"), and in accordance the terms set forth below. The Loan shall be available on the Effective Date of this agreement in the form of a certified check, drawn on a United States bank, payable to Aquarina Community Service Association.
- 3. Term.** The term of the Loan shall be 60 Months.
- 4. Security.** This unsecured loan security interest is and shall be subordinate to two existing Bank of America loans dated 30 October 2015 and 27 July 2012, and/or any subsequent refinancing or restructuring or replacement of those loans whether with Bank of America or some other lender per the subordination agreement, Attachment 2.
- 5. Repayment of the Loan.** The Loan shall be fully repaid in sixty (60) equal monthly payments of Principle and Accrued Interest due and payable on the First Day of the month, starting on \_\_\_\_\_.
- 6. Loan Purpose.** The purpose of this loan is to fund the construction of an Artesian Well and Pumping Station, to interface with and provide non-potable water to the existing irrigation system on the ACSA owned golf course in Aquarina.
- 7. Interest.** The Principle Balance shall bear interest at the rate of \_\_\_% per annum, accruing monthly. Notwithstanding, the total interest charge shall not exceed the maximum amount allowed by law and the Borrower shall not be obligated to pay any interest in excess of such amount.
- 8. Late Fees.** If the Borrower fails to make a payment due within 15 days after the due date, the Borrower agrees to pay the Lender a late payment fee of 3% of the amount due but not paid.
- 9. Prepayment.** The Borrower has the right to prepay all or any part of the Loan, together with accrued and unpaid interest thereon, at any time without prepayment penalty or premium of any kind. Partial prepayments shall be applied first to accrued interest then to the Principle Balance. The Borrower must provide 15 days prior written notice to the Lender of the prepayment and the amount of the prepayment.
- 10. Default.** Should the Borrower fail to perform with respect to any provision of this Agreement, if, after thirty calendar days' written notice the Borrower has not corrected the failure to perform, the lender

# ACSA IRRIGATION WELL LOAN AGREEMENT

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shall have the right to demand payment in full of the Principle Balance and accrued interest in accordance with the Remedies below.

11. **Remedies.** The Lender may enforce its rights or remedies in equity or at law, or both, whether for specific performance of any provision in this Agreement or to enforce the payment of the Loan or any other legal or equitable right or remedy. The rights and remedies of the Lender now and hereafter at law or in or equitable right or remedy. The rights and remedies of the Lender now and hereafter at law or in equity or by statute or otherwise shall be cumulative and shall be in addition to every other such right or remedy.
12. **Cost and Expenses.** The Borrower shall pay the Lender all costs of collection, including reasonable attorney's fees that the Lender incurs in enforcing this Agreement.
13. **Waiver.** The Borrower waives presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Agreement.
14. **Successor and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Lender and the Borrower.
15. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both parties.
16. **Notices.** Any notice or communication under this Loan must be in writing and sent via Certified USPS mail.
17. **No Waiver.** The Lender shall not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by the Lender of breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.
18. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
19. **Assignment.** The Borrower shall not assign this Agreement, in whole or in part, without the written consent of the Lender. The Lender may assign all or any portion of this Agreement with written notice to the Borrower.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
21. **Disputes.** All disputes between the parties in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any term thereof) which the parties are unable to resolve between themselves within thirty (30) days of the notification by a Party of its claim to the other shall be finally settled under the rules of conciliation and arbitration of the Chamber of Commerce by one or more arbitrators appointed in accordance with the rules.
22. **Entire Agreement.** This is the entire agreement between the parties hereto and there are no representations, promises, warranties or understandings of any kind or nature from either to the other except as set out herein.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.**

(SIGNATURES ARE ON THE FOLLOWING PAGE)



# ACSA IRRIGATION WELL LOAN AGREEMENT

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FOR THE BORROWER

WITNESSES AS TO THE BORROWER

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Patrick J Pollock

President, ACSA

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Printed Name and Date

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Printed Name and Date

FOR THE LENDER

WITNESSES AS TO THE LENDER

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Printed Name and Date

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Printed Name and Date

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Printed Name and Date

**DRAFT**

# ATTACHMENT 1 – WELL PROJECT DESCRIPTION

## Project Overview

This project will replace the non-potable water currently supplied by Aquarina Utilities Incorporated (AUI), providing water for the Aquarina Golf Course. It will consist of a new 6” artisan well, tapping the Floridan Aquifer, and a pumping station connected to the existing irrigation system. It will use the existing surface water management ponds for water storage. When completed the project will provide net savings to Aquarina residents of about \$875,000 over twenty years. The planned project start is in the first quarter of 2019.

## Preliminary Project Description

The well project will consist of three major components: a six (6) artesian well; a pumping station (including housing) to move the water from the retention pond into the irrigation system; and the permits, pond remediation and plumbing necessary to connect the pump to the irrigation system. The well and the pumping station will be adjacent to and at opposite ends the retention pond bordering holes 12 and 18 on the Aquarina Golf Course. This retention pond is interconnected with the ponds on holes 13 and 14. A notional schematic of this configuration is shown in Figure 1.

The preliminary choice for the pumping station is a prefabricated system manufactured by the Hoover Company. The pumps we expect to use are two 50hp units and one 15hp centrifugal unit assembled on a pallet and installed in a constructed shelter that will closely match the existing toilet on hole 12. Figure 2 shows an identical configuration during fabrication. Figure-3 is a similar station at the Sandridge Golf course. The pumps, combined with the housing will be quieter than the existing AUI installation. Power requirements dictate the location. It will come from the Golf Maintenance Facility (GMF) electrical feed.



Figure-1 shows the installation showing the Pumping Station, Well and Pond interconnections. The Irrigation System tie-in is due left of the Pumping Station near the trees by AUI. Admin Building is at upper right.



Figure-2 shows the prefabricated pumping station on the left and Figure-3, a similar installation at the Sandridge Golf Course, below. Our installation will match the existing toilets.



## ATTACHMENT 1 – WELL PROJECT DESCRIPTION

### Project Cost and Cash Flow

The project costs based on the description above is \$250,000. Table-1 below shows all of the summary level elements of the project with projected costs. Note that a 25% contingency is included in the estimate to ensure adequate funds for the project are available.

Description	Source	Most Likely Costs
<b>PUMPING STATION</b>		
Pump Station Site preparation	Estimated	\$3,000
Pump Station--pre-fab, skid mounted	Hoover Pump Co	\$112,000
Pump Station Install	Hoover Pump Co	Included in above
Inlet pipe and strainer	Hoover Pump Co	Included in above
Power supply line from FPL transformer	Hoover Pump Co	\$30,700
Electrical connection to P.S.	Hoover Pump Co	Included in above
Pump house and foundation	12' x 20' @ \$60/sf	\$14,400
<b>WELL</b>		
Well site preparation	Estimated	\$2,000
Well-6-inch including casing	Treasure Coast Drilling	\$17,500
Well control valve, fittings, level control	Treasure Coast Drilling	\$2,700
Well level control electric power supply	Estimated	\$1,000
<b>OTHER</b>		
Connection to existing AGI pipes	Estimated	\$3,000
Pond modifications/clearing	Estimated	\$2,000
Permits (St Johns, FPL, County)	Estimated	\$10,000
Sub-total		\$198,300
Contingencies @ 25%		\$49,575
<b>Total all items</b>		<b>\$249,875</b>

**Table-1. The Well, Pumping Station and Plumbing are a combined \$250,000**

The operating costs and potential savings are shown in Table-2. These values are based on the most likely AUI cost recovery scenario. The analysis includes: debt servicing, system operation and maintenance, additional reserves starting in year six and AUI recovery of lost non-potable water income.

Element	Most Likely \$
Annual AGI water cost @ 83M gal.	123,600
Annual well/pump operating costs	(20,000)
Gross potential savings (ACSA Level)	103,000
Probable AUI income recovery (Billed directly to Residents)	(40,000)
Net Potential Savings (Resident Level)	63,000
Years 1 – 5	
Debt Service (principle & interest @ 5%)	(56,400)
Annual Net Cash Flow	6,600
Years 6 – 20	
Reserves	(6,700)
Annual Net Cash Flow	56,300
Total 20 Year Net Cash Flow	877,500

**Table-2.** The project is self-funding and cash flow positive from day one. It will result in nearly \$900,000 savings at the “resident level” over its 20-year life. The Table is based on an assumed 5% per annum interest. The numbers are subject to change base on the Prime Interest at the time of the offering.

## ATTACHMENT 1 – WELL PROJECT DESCRIPTION

The annual Gross Potential (\$103,000) Savings are savings as seen by ACSA. Residents however are likely to see increased costs for other AUI services as the result of lost golf course revenue. This is estimated to be no more than \$40,000 in aggregated. This amount of the savings will be passed directly to residents to offset that increase. The remaining savings, labeled Net Potential Savings (\$63,000) will be initially used to service the debt incurred in constructing the well. That is estimated to be approximately \$56,000. The actual amount will be determined by the actual interest required to place the loan (see Project Funding below).

### **Project Funding**

The Project will be funded through private financing. The loan period will be five (5) years. The loans will be repaid in 60 equal payments of principle and interest. The goal is to place 100% of the debt with ACSA member/owners at the prevailing Prime Interest Rate (at the time of the debt placement), where the Prime Interest Rate is the Fed Funds Rate plus 3 points.

The debt will be placed with ten member/owners at \$25,000 each. In the event that more than ten member/owners want to participate, a lottery system will be used to select the successful offerers. In the event that fewer than ten member/owners desire to participate those who have chosen to participate will be given the option to participate at higher levels in increments of \$25,000 to a maximum of \$75,000. It is the objective to have no fewer than four (4) participants in the funding or more than ten (10).

All ACSA member/owners in good standing, except for those who are members of the ACSA Board at the time of the offering and their immediate families will be eligible to participate.

### **Permitting Status**

Discussions with SJRWMA have been fruitful. They are very happy with our reuse of surface water run off and the lessened need for aquifer resources. The Master Surface Water Management Permit has been successfully transferred to ACSA. Our Well Permit and revised Consumptive Use Permit (CUP) application is being reviewed by SJRWMA as part of the process of permitting. No further problems are expected.

Once the SJRWMA permit is issued we will submit for Brevard County permits for the housing construction, electrical and plumbing. Again, no problems are expected.

## ATTACHMENT 2 – SUBORDINATION AGREEMENT

### Bank of America, N.A.

(Hereinafter called Bank)  
Doc Retention Center  
NC1-001-05-13  
One Independence Center  
101 North Tryon Street  
Charlotte, NC 28255-0001.

Ladies and Gentlemen:

The undersigned, \_\_\_\_\_ (hereinafter referred to as "Creditor"), is a creditor of Aquarina Community Service Association, a Florida not-for-profit corporation (hereinafter referred to as "Borrower"). Bank of America, N.A., a national banking association (hereinafter referred to as "Bank") has previously extended and may, in the future extend, financial accommodations to Borrower, as Bank may deem proper. At the present time Borrower is indebted to the Bank pursuant to the loan agreements (collectively, as amended or restated from time to time, the "Loan Agreements") described on Exhibit "A" attached hereto. The Borrower is indebted to Creditor in the amount of \$ \_\_\_\_\_ pursuant to that certain ACSA Irrigation Well Loan Agreement dated \_\_\_\_\_, 2019, evidencing indebtedness in the principal amount of \$ \_\_\_\_\_. Creditor has an interest in the Borrower and for the purpose of inducing Bank to grant, continue or renew such financial accommodations, and in consideration thereof, Creditor agrees as follows:

1. Any and all claims of Creditor against Borrower, now or hereafter existing, are, and shall be at all times, subject and subordinate to any and all claims, now or hereafter existing which Bank may have against Borrower (including any claim by Bank for interest accruing after any assignment for the benefit of creditors by Borrower or the institution by or against Borrower of any proceedings under the Bankruptcy Code, or any claim by Bank for any such interest which would have accrued in the absence of such assignment or the institution of such proceedings).
2. Creditor agrees not to sue upon, or to collect, or to receive payment of the principal or interest of any claim or claims now or hereafter existing which Creditor may hold against Borrower, and not to sell, assign, transfer, pledge, hypothecate, or encumber such claim or claims except subject expressly to this Agreement, and not to enforce or apply any security now or hereafter existing therefor, nor to file or join in any petition to commence any proceeding under the Bankruptcy Code, nor to take any lien or security on any of Borrower's property, real or personal, so long as any claim of Bank against Borrower shall exist.
3. In case of any assignment for the benefit of creditors by Borrower or in case any proceedings under the Bankruptcy Code are instituted by or against Borrower, or in case of the appointment of any receiver for Borrower's business or assets, or in case of any dissolution or winding up of the affairs of Borrower: (a) Borrower and any assignee, trustee in bankruptcy, receiver, debtor in possession or other person or persons in charge are hereby directed to pay to Bank the full amount of Bank's claims against Borrower (including interest to the date of payment) before making any payment of principal or interest to Creditor, and insofar as may be necessary for that purpose, Creditor hereby assigns and transfers to Bank all security or the proceeds thereof, and all rights to any payments, dividends or other distributions, and (b) Creditor hereby irrevocably constitutes and appoints Bank its true and lawful attorney to act in its name and stead: (i) to file the appropriate claim or claims on behalf of Creditor if Creditor does not do so prior to 30 days before the expiration of the time to file claims in such proceeding and if Bank elects at its sole discretion to file such claim or claims and (ii) to accept or reject

**ATTACHMENT 2 – SUBORDINATION AGREEMENT**

any plan of reorganization or arrangement on behalf of Creditor, and to otherwise vote Creditor's claim in respect of any indebtedness now or hereafter owing from Borrower to Creditor in any manner Bank deems appropriate for its own benefit and protection.

4. Bank is hereby authorized by Creditor to: (a) renew, compromise, extend, accelerate or otherwise change the time of payment, or any other terms, of any existing or future claim of Bank against Borrower, (b) increase or decrease the rate of interest payable thereon or any part thereof, (c) exchange, enforce, waive or release any security therefor, (d) apply such security and direct the order or manner of sale thereof in such manner as Bank may at its discretion determine, (e) release Borrower or any guarantor of any indebtedness of Borrower from liability, and (f) make optional future advances to Borrower, all without notice to Creditor and without affecting the subordination provided by this Agreement.

5. On request of Bank, Creditor shall deliver to Bank the original of any promissory note or other evidence of any existing or future indebtedness of Borrower to Creditor, and mark same with a conspicuous legend which reads substantially as follows:

"THIS DEBT INSTRUMENT IS SUBORDINATED TO ANY PRESENT OR FUTURE INDEBTEDNESS OWING FROM THE MAKER TO BANK OF AMERICA, N.A. AND ITS ASSIGNS, AND MAY BE ENFORCED ONLY IN ACCORDANCE WITH THAT CERTAIN SUBORDINATION AGREEMENT DATED \_\_\_\_\_, 2018, BETWEEN \_\_\_\_\_ AND BANK OF AMERICA, N.A."

6. In the event that any payment or any cash or noncash distribution is made to Creditor in violation of the terms of this Agreement, Creditor shall receive same in trust for the benefit of Bank, and shall forthwith remit it to Bank in the form in which it was received, together with such endorsements or documents as may be necessary to effectively negotiate or transfer same to Bank.

7. Until all such claims of Bank against Borrower, now or hereafter existing, shall be paid in full, no gift or loan shall be made by Borrower to Creditor.

8. For violation of this Agreement, Creditor shall be liable for all loss and damage sustained by reason of such breach, and upon any such violation Bank may, at its option, accelerate the maturity of any of its existing or future claims against Borrower.

9. This Agreement shall be binding upon the heirs, successors and assigns of Creditor, Borrower and Bank. This Agreement and any existing or future claim of Bank against Borrower may be assigned by Bank, in whole or in part, without notice to Creditor or Borrower.

10. Notwithstanding the provisions of Paragraph 2, so long as there has been no occurrence of any default or event of default under any agreement between Borrower and Bank, now existing or hereafter entered into, Creditor may receive regularly scheduled principal and interest payments on the presently existing indebtedness of Borrower to Creditor, provided, however, that Creditor shall not receive any prepayment of principal or interest on said indebtedness without the prior written consent of Bank.

Dated: \_\_\_\_\_, 2019.

\_\_\_\_\_

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

**ATTACHMENT 2 – SUBORDINATION AGREEMENT**

**ACCEPTANCE OF SUBORDINATION AGREEMENT BY BORROWER**

The undersigned being the Borrower named in the foregoing Subordination Agreement, hereby accepts and consents thereto and agrees to be bound by all the provisions thereof and to recognize all priorities and other rights granted thereby to Bank of America, N.A., its successors and assigns, and to perform in accordance therewith.

Dated: \_\_\_\_\_, 2019

AQUARINA COMMUNITY SERVICES  
ASSOCIATION, INC.

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

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

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

DRAFT



# St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500  
On the internet at [www.sjrwmd.com](http://www.sjrwmd.com).

February 13, 2019

Jim Moller  
Aquarina Community Services  
450 Aquarina Blvd  
Melbourne, FL 32951-3985

SUBJECT: Permit Number: 15731-27  
Project Name: Aquarina Irrigation Modification

Dear Mr. Moller:

Enclosed is your individual permit issued by the St. Johns River Water Management District on February 13, 2019. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

**Technical Staff Report:**

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at [www.sjrwmd.com/permitting](http://www.sjrwmd.com/permitting). Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

**Noticing Your Permit:**

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk.

**Compliance with Permit Conditions:**

To submit your required permit compliance information, go to the District's website at [www.sjrwmd.com/permitting](http://www.sjrwmd.com/permitting). Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at [www.sjrwmd.com/permitting](http://www.sjrwmd.com/permitting) under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

**GOVERNING BOARD**

John A. Miklos, CHAIRMAN  
ORLANDO

Fred N. Roberts Jr., VICE CHAIRMAN  
OCALA

Chuck Drake, SECRETARY  
ORLANDO

Ron Howse, TREASURER  
COCOA

Douglas C. Bournique  
VERO BEACH

Douglas Burnett  
ST. AUGUSTINE

Susan Dolan  
SANFORD

Janet Price  
FERNANDINA BEACH

Allan Roberts  
ST. AUGUSTINE



**Transferring Your Permit:**

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact [e-permit@sjrwmd.com](mailto:e-permit@sjrwmd.com) or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief  
Regulatory Services  
St. Johns River Water Management District  
525 Community College Parkway, S.E.  
Palm Bay, FL 32909  
(321) 409-2129

Enclosures: Permit

cc: District Permit File

Registered Professional Consultant: James W Mills  
Mills, Short & Associates  
700 22nd Pl Ste 2c  
Vero Beach, FL 32960-5105

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

**PERMIT NO:** 15731-27

**DATE ISSUED:** February 13, 2019

**PROJECT NAME:** Aquarina Irrigation Modification

**A PERMIT AUTHORIZING:**

Authorization of a Stormwater Management System for Aquarina Irrigation Modification, a 81.46 - acre project to be constructed and operated as per plans received by the District on February 13, 2019.

**LOCATION:**

Section(s): 36                      Township(s): 29S                      Range(s): 38E  
Brevard County

**Receiving Water Body:**

Name	Class
Indian River Lagoon	III Marine, IW

**ISSUED TO:**

Aquarina Community Services  
450 Aquarina Blvd  
Melbourne, FL 32951-3985

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. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated February 13, 2019

**AUTHORIZED BY:** St. Johns River Water Management District  
Division of Regulatory Services

By:   
\_\_\_\_\_  
Fariborz Zanganeh  
Supervising Professional Engineer

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 15731-27**  
**Aquarina Irrigation Modification**  
**DATED: February 13, 2019**

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
  - b. For all other activities — "As-Built Certification and Request for Conversion to

Operation Phase” [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
21. The proposed project must be constructed and operated as per plans and calculations received by the District on February 13, 2019.

## Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at [Clerk@sjrwmd.com](mailto:Clerk@sjrwmd.com), within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

## Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [sjrwmd.com](http://sjrwmd.com). These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

**Notice of Rights**

**Certificate of Service**

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Jim Moller  
Aquarina Community Services  
450 Aquarina Blvd  
Melbourne, FL 32951-3985

This 13th day of February 2019.



Margaret Daniels, Office Director  
Office of Business and Administrative Services  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2529  
(386) 329-4570

Permit Number: 15731-27



## NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to [compliancesupport@sjrwmd.com](mailto:compliancesupport@sjrwmd.com) (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director  
Office of Business and Administrative Services  
4049 Reid Street  
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director  
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on \_\_\_\_\_:

(Name and address of applicant) \_\_\_\_\_  
permit#\_\_\_\_\_. The project is located in \_\_\_\_\_ County, Section  
\_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ East. The permit authorizes a surface  
water management system on \_\_\_\_\_ acres for  
\_\_\_\_\_ known as  
\_\_\_\_\_. The receiving water body is \_\_\_\_\_.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [www.sjrwmd.com](http://www.sjrwmd.com). These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.)**

If you wish to do so, please visit [http://www.sjrwmd.com/nor\\_dec/](http://www.sjrwmd.com/nor_dec/) to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

## **NEWSPAPER ADVERTISING**

### **ALACHUA**

The Alachua County Record, Legal Advertising  
P. O. Box 806  
Gainesville, FL 32602  
352-377-2444/ fax 352-338-1986

### **BRAFORD**

Bradford County Telegraph, Legal Advertising  
P. O. Drawer A  
Starke, FL 32901  
904-964-6305/ fax 904-964-8628

### **CLAY**

Clay Today, Legal Advertising  
1560 Kinsley Ave., Suite 1  
Orange Park, FL 32073  
904-264-3200/ fax 904-264-3285

### **FLAGLER**

Flagler Tribune, c/o News Journal  
P. O. Box 2831  
Daytona Beach, FL 32120-2831  
386-681-2322

### **LAKE**

Daily Commercial, Legal Advertising  
P. O. Drawer 490007  
Leesburg, FL 34749  
352-365-8235/fax 352-365-1951

### **NASSAU**

News-Leader, Legal Advertising  
P. O. Box 766  
Fernandina Beach, FL 32035  
904-261-3696/fax 904-261-3698

### **ORANGE**

Sentinel Communications, Legal Advertising  
633 N. Orange Avenue  
Orlando, FL 32801  
407-420-5160/ fax 407-420-5011

### **PUTNAM**

Palatka Daily News, Legal Advertising  
P. O. Box 777  
Palatka, FL 32178  
386-312-5200/ fax 386-312-5209

### **SEMINOLE**

Seminole Herald, Legal Advertising  
300 North French Avenue  
Sanford, FL 32771  
407-323-9408

### **BAKER**

Baker County Press, Legal Advertising  
P. O. Box 598  
MacLenny, FL 32063  
904-259-2400/ fax 904-259-6502

### **BREVARD**

Florida Today, Legal Advertising  
P. O. Box 419000  
Melbourne, FL 32941-9000  
321-242-3832/ fax 321-242-6618

### **DUVAL**

Daily Record, Legal Advertising  
P. O. Box 1769  
Jacksonville, FL 32201  
904-356-2466 / fax 904-353-2628

### **INDIAN RIVER**

Vero Beach Press Journal, Legal Advertising  
P. O. Box 1268  
Vero Beach, FL 32961-1268  
772-221-4282/ fax 772-978-2340

### **MARION**

Ocala Star Banner, Legal Advertising  
2121 SW 19th Avenue Road  
Ocala, FL 34474  
352-867-4010/fax 352-867-4126

### **OKEECHOBEE**

Okeechobee News, Legal Advertising  
P. O. Box 639  
Okeechobee, FL 34973-0639  
863-763-3134/fax 863-763-5901

### **OSCEOLA**

Little Sentinel, Legal Advertising  
633 N. Orange Avenue  
Orlando, FL 32801  
407-420-5160/ fax 407-420-5011

### **ST. JOHNS**

St. Augustine Record, Legal Advertising  
P. O. Box 1630  
St. Augustine, FL 32085  
904-819-3436

### **VOLUSIA**

News Journal Corporation, Legal Advertising  
P. O. Box 2831  
Daytona Beach, FL 32120-2831  
(386) 681-2322

# Exhibit "C"

## List of Limited Proceedings Invoices

Item #	Item	Invoice/ Estimate	Total
1	<b>Reverse Osmosis Bldg Roof</b>	Estimate	\$16,500.00
2	<b>Motors and Pumps</b>	Invoices	
	<b>Non-Potable</b>		
	75 HP Golf Course Pump New	\$6,724.42	
	75 HP Gold Course Pump Repair	\$3,636.10	
	60 HP VFD Drive/ Pump	\$4,990.00	
	NP Pumps wiring	\$557.75	
	75HP VFD Drive NEW	\$9,125.00	
	75HP VFD Drive Replaced	\$980.00	\$26,013.27
	<b>Potable</b>		
	7.5 R/O Motor	\$850.00	
	R/O Motor Fittings and Repair	\$408.71	
	60 HP R/O Pump Repair	\$3,426.90	
	60 HP R/O Pump and Motor NEW	\$8,290.19	\$12,975.80
3	<b>Lift Station, Main</b>		
	<b>Panel, Enclosure, Pump</b>	\$19,368.94	\$19,368.94

**\$74,858.01**

CERTIFIED GENERAL CONTRACTOR  
CGC# 1509962

HOME INSPECTOR  
HI# 5687  
Fax: 321-610-7967

*Mike Willis*  
**ROOFING & CONSTRUCTION LLC**  
**321-254-7176**  
www.mikewillisroofing.com • email: mwillisrc@hotmail.com

CERTIFIED ROOFING CONTRACTOR  
CCC# 1327501

Mail Payments to:  
1901 N. Harbor City Blvd.  
Melbourne, FL 32935

Re-Roofs/Repairs • Soffit & Fascia • Skylights/Windows  
Paint • Stucco • Gutters • Remodels  
Custom Home Builders

Sq. Ft. 1035 Pitch FLAT

Proposal Submitted To <u>Aquarina Utilities, INC</u>	Phone <u>772-708-8350</u>	Date <u>2/19/19</u>
Street <u>235 Aquarina Blvd</u>	City/State/Zip Code <u>Melbourne Beach, FL 32951</u>	

\*\*By signing this contract, it is understood and agreed that Mike Willis Roofing & Construction, LLC, insurer will be held harmless for alleged or actual damages/claims as a result of mold, algae or fungus. It is understood that Mike Willis Roofing & Construction, LLC, and its insurers will exclude all coverage, including defense, damages related to bodily injury, property damage and clean-up directly or indirectly in whole or in part for any action brought by mold, including fungus and mildew regardless of the cost, event, material, product or workmanship that may have contributed concurrently or in any sequence to the injury of damage that occurs.

We hereby submit this proposal with the specification sheets as to:  Reroofing  Shingles  One Ply  Two Ply  
Old roofing to be removed to the deck. Deck to be renailed, and a self adhered secondary water barrier to be installed over the whole roof.  
Flat sections to be a white granulated one-ply system or a single ply TPO. aquarinautilities@bellsouth.net  
**Replace the edge metal in White or Brown**

Lead Plumbing Stacks 1-3"  
Vents 2 drains/scuppers 2 cone vents  
Valley Liners ✓

Split Level Flashing All  
Other 4-4x4 Skylights \$4,500.00  
Option: Limited Lifetime (130 mph) dimensional, fungus resistant, fiberglass shingle: \$ \_\_\_\_\_  
Option: 5-V style, mill finish, metal roofing system: \$ \_\_\_\_\_  
Option: Snaplock style, mill finish, metal roofing system: \$ \_\_\_\_\_  
Option: Add a Kynar 500 painted finish to either metal roofing system: \$ \_\_\_\_\_  
Option: \_\_\_\_\_

On the flat deck: Remove all existing roofing materials down to the wooden roof deck. Install a new:  
One-ply flat roofing system (rated to last about 13 years): \$ \_\_\_\_\_  
Two-ply or TPO flat roofing system (rated to last about 20 years): \$ 16,500.00  
Install All Boss of cap over ridge vent, no charge.  
Other: Remove all existing roofing materials down to the wooden roof deck. We will re-nail the deck to meet current building codes. A self-adhered, peel and stick, secondary water barrier will be installed  
**PLEASE NOTE: The above pricing includes a \$500.00 discount as per coupon in publication. ALL DISCOUNTS ALREADY APPLIED.**

*Please read the general terms and conditions on the back of this page.*  
\*\*Rotten wood replacement extra @ 75 per man hour plus materials  
2 YEAR GUARANTEE ON WORKMANSHIP

**By Signing, I waive the 3-day waiting period due to emergency**

**PAYMENT IN FULL IS TO BE MADE WITHIN SEVEN (7) DAYS OF BILLING, OR ADD 20% ALREADY DISCOUNTED.**

**If paying with a credit card a 3% convenience fee will be added to your final bill.**

Building Permit included, as required.

It is the owners responsibility to obtain a notice of commencement for contracts which exceed \$2500.00 or Mike Willis Roofing & Construction, LLC, will obtain at a charge of \$25.

General Conditions on reverse side.

When the job is accepted, please sign and return white copy which will be our order to proceed with work. When accepted by our company Manager, this constitutes the entire agreement of the parties. Attention is directed to the General Terms and Conditions set forth elsewhere in this contract.

The undersigned accepts the above job at the price quoted and agrees to pay for said work promptly at the completion of same as herein specified. If any sums due are collected by suit or demand of an attorney or collection agency then the undersigned agrees to pay all costs, including reasonable attorney's fees for collection.

Contract Price \$ 16,500.00  
Deposit \$ \_\_\_\_\_  
Balance Due \$ \_\_\_\_\_

COMPANY REPRESENTATIVE Mike Pinsky DATE 2/19/19  
 COMPANY ACCEPTANCE John B Bunge OWNER OR AGENT J Bunge DATE 3/12/2019

SIGN AND RETURN ONE COPY TO MIKE WILLIS ROOFING & CONSTRUCTION, LLC AND RETAIN ONE COPY FOR YOUR RECORDS.  
This bid may be withdrawn if not accepted within 30 days.

*Work to begin end of May 2019*



**STATEMENT**

AQUARINA UTILITIES  
 PO BOX 1114  
 FELLSMERE, FL 32948

**Remit To:**  
 Watertronics, LLC  
 PO BOX 530  
 Hartland, WI 53029-0530

Statement Date: 07/10/18  
 Account Number: AQUARINA

Page: 1

Document	Date	Terms	Code	Debits	Credits	Balance
SINV031860	05/31/18	NET 30 DAYS	Invoice	3,636.10		3,636.10
SINV032179	06/20/18	NET 30 DAYS	Invoice	3,426.90		7,063.00
SINV032328	06/28/18	NET 30 DAYS	Invoice	6,724.42		13,787.42

Pd 7/24/2018 # 1365 \$ 6,724.42  
 Pd 7/24/2018 # 1363 \$ 7,063.00  
 Repaid 8/20/2018 # 1368

Statement Aging:	Statement Balance	13,787.42	0.00	13,787.42
Days old:	Current	31 - 60 Days	61 - 90 Days	Over 90 Days
Aged amounts:	10,151.32	3,636.10	0.00	0.00



INVOICE



WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530  
Phone: 262-367-5000 Fax: 262-367-6897

INVOICE NUMBER: SINV032328  
INVOICE DATE: 06/28/18

Bill  
To: AQUARINA UTILITIES  
PO BOX 1114  
FELLSMERE, FL 32948

Ship  
To: AQUARINA UTILITIES  
KEVIN BURGE 772-708-7946  
1705 NE DARLICH AVENUE  
JENSEN BEACH, FL 34957

FOB Terms JOBSITE  
Ship Via OTHER  
Ship Date 10/13/17  
Due Date 07/28/18  
Terms NET 30 DAYS

Customer ID AQUARINA  
P.O. Number KEVIN BURGE  
P.O. Date 06/28/18  
Our Order No. JFL05247  
SalesPerson MELBOURNE

Item	Description	Unit	Order Qty	Quantity	Unit Price	Total Price
SERVREV	ON SITE LABOR	HRS	1	1	630.00	630.00
NPN	75HP VHS MOTOR	EACH	1	1	5,632.74	5,632.74
FRT	FREIGHT	EACH	1	1	461.68	461.68

**Comments:**  
REMOVE OLD MOTOR AND INSTALL NEW MOTOR. TEST FOR  
PROPER ROTATION, CONNECT HEAD SHAFT AND TEST PUMP.

Remit  
To: WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530

SUBTOTAL: 6,724.42  
SALES TAX: 0.00  
TOTAL: 6,724.42



October 13, 2017

via email: [aquarinautilities@bellsouth.net](mailto:aquarinautilities@bellsouth.net)

Aquarina  
PO Box 308  
Jensen Beach, FL 34958

Attn: Kevin & Holly Burge

Re: Quote for new US motor

Dear Kevin & Holly,

Thank you for this opportunity to provide you with a quote to replace the 75 HP motor as well as replacing the packing in the pump.

**75 HP US motor:**

New motor	\$5632.74
Freight	\$461.68
Packing	\$35.00
Labor	\$630.00
Total	\$6,759.42

Please note, sales tax and shipping and handling charges are included in this quote.

If we can be of further assistance to you, please feel free to contact us at 321-255-3700.

Thank you,

Deborah L. Smith  
Administrative Assistant  
Watertronics



AQUARINA UTILITIES INC  
P. O. BOX 1114  
FELLSMERE, FL 32948

1365

DATE 7/24/2018

PAY TO THE ORDER OF Watertronics \$ 6,724.42/100

Six thousand seven hundred twenty four and 42/100 DOLLARS

Photo Safe Deposit Details on back

**BB&T** BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

FOR SINV032328

Maury B. Burg MP

⑈0000 1365⑈



INVOICE



WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530  
Phone: 262-367-5000 Fax: 262-367-6897

INVOICE NUMBER: SINV031860  
INVOICE DATE: 05/31/18

Bill  
To: AQUARINA UTILITIES  
PO BOX 1114  
FELLSMERE, FL 32948

Ship  
To: REGINALD BURGE  
KEVIN BURG 772-708-7946  
1705 NE DARLICH AVE  
JENSEN BEACH, FL 34957

FOB Terms JOBSITE  
Ship Via OTHER  
Ship Date 05/18/18  
Due Date 06/30/18  
Terms NET 30 DAYS

Customer ID AQUARINA  
P.O. Number KEVIN BURGE  
P.O. Date 05/31/18  
Our Order No. JFL05361  
SalesPerson MELBOURNE

Item	Description	Unit	Order Qty	Quantity	Unit Price	Total Price
SERVREV	SERVICE LABOR ON SITE	HRS	1	1	270.00	270.00
NPN	REBUILT 75HP U.S MOTOR	EACH	1	1	3,366.10	3,366.10

**Comments:**  
SERVICE ON SITE TO REMOVE 75HP MOTOR AND INSTALL REBUILT 75HP MOTOR. REWIRE, CHECK ROTATION AND TEST.

Remit  
To: WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530

SUBTOTAL: 3,636.10  
SALES TAX: 0.00  
TOTAL: 3,636.10



INVOICE



WATERTRONICS, LLC
PO BOX 530
HARTLAND, WI 53029-0530
Phone: 262-367-5000 Fax: 262-367-6897

INVOICE NUMBER: SINV032179
INVOICE DATE: 06/20/18

Bill To: AQUARINA UTILITIES
PO BOX 1114
FELLSMERE, FL 32948

Ship To: AQUARINA UTILITIES
KEVIN BURGE 772-708-7946 CELL
1705 NE DARLICH AVE
JENSEN BEACH, FL 34957

FOB Terms JOBSITE
Ship Via OUR TRUCK
Ship Date 06/11/18
Due Date 07/20/18
Terms NET 30 DAYS

Customer ID AQUARINA
P.O. Number KEVIN BURGE
P.O. Date 06/20/18
Our Order No. JFL05363
SalesPerson MELBOURNE

Table with 7 columns: Item, Description, Unit, Order Qty, Quantity, Unit Price, Total Price. Rows include SERVREV SHOP LABOR, SERVREV FIELD LABOR, 46-22-6312 6312-LL BEARING, 46-22-6211 6211-LL BEARING, SH-120W STRIP HEATER, MOTOR, FL-32-0085 150 DEGREE THERMISTATS STATO, 09-12-0414 LUG, 4X1/4" PAND #LCA4-14-L, FL-49-0456 XIAMETER GRAY RUBBER COATIN, NPN REWIND MATERIALS.

Comments:

REMOVE 60HP VERTICAL SHAFT MOTOR AND RETURN TO SHOP FOR REPAIR. DISMANTLE, INSPECT AND CLEAN ALL PARTS. STRIP STATOR WINDINGS, REWIND STATOR, DIP & BAKE 2X, CLEAN FITS AFTER BAKING, APPLY RUBBER COATING, INSTALL BEARINGS, SPACE HEATER AND T-STAT. ASSEMBLE, TEST AND PAINT. RETURN VISIT TO INSTALL REPAIRED MOTOR, CHECK ROTATION, CONNECT PUMP AND TEST. TROUBLE SHOOT AND REPAIR HEATERS FOR FIRE SUPPRESSION SYSTEM.

Remit To: WATERTRONICS, LLC
PO BOX 530
HARTLAND, WI 53029-0530

SUBTOTAL: 3,426.90
SALES TAX: 0.00
TOTAL: 3,426.90

AQUARINA UTILITIES INC  
P. O. BOX 1114  
FELLSMERE, FL 32948

1368

DATE 8/19/2018

PAY TO THE ORDER OF Watertronics \$ 7063.<sup>00</sup>/100

Seven thousand sixty three and <sup>00</sup>/100 DOLLARS

Photo Safe Deposit Details on back

**BB&T** BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

*2nd attempt to pay*

FOR SINVO318160/SINVO32179

*Holly Bunge*

⑈00001368⑈



**STATEMENT**

AQUARINA UTILITIES  
 PO BOX 1114  
 FELLSMERE, FL 32948

**Remit To:**  
 Watertronics, LLC  
 PO BOX 530  
 Hartland, WI 53029-0530

Statement Date: 08/03/17  
 Account Number: AQUARINA

Page: 1

Document	Date	Terms	Code	Debits	Credits	Balance
SINV028490	07/27/17	NET 30 DAYS	Invoice	850.00		850.00
SINV028531	07/31/17	NET 30 DAYS	Invoice	557.75		1,407.75
SINV028533	07/31/17	NET 30 DAYS	Invoice	4,990.00		6,397.75
SINV028534	07/31/17	NET 30 DAYS	Invoice	408.71		6,806.46

*pd  
 8/7/2017  
 \$ 6806.46  
 # 1192*

Statement Aging:	Statement Balance				
Days old:	Current	31 - 60 Days	61 - 90 Days	Over 90 Days	
Aged amounts:	6,806.46	0.00	0.00	0.00	6,806.46



INVOICE



WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530  
Phone: 262-367-5000 Fax: 262-367-6897

INVOICE NUMBER: SINV028490  
INVOICE DATE: 07/27/17

Bill  
To: AQUARINA UTILITIES  
PO BOX 1114  
FELLSMERE, FL 32948

Ship  
To: AQUARINA UTILITIES  
PICK UP  
MELBOURNE, FL 32935

FOB Terms FOB FACTORY  
Ship Via CPU  
Ship Date 07/25/17  
Due Date 08/26/17  
Terms NET 30 DAYS

Customer ID AQUARINA  
P.O. Number REGINALD B  
P.O. Date 07/26/17  
Our Order No. JFL05190  
SalesPerson MELBOURNE

Item	Description	Unit	Order Qty	Quantity	Unit Price	Total Price
SERVREV	SHOP LABOR	HRS	1	1	225.00	225.00
48-11-3017	7.5 BALDOR MOTOR EJMM3219T	EACH	1	1	475.00	475.00
S-185	PAC MECHANICAL SEAL	EACH	1	1	35.00	35.00
4K66	SHAFT SLEEVE 3656S	EACH	1	1	50.00	50.00
88-55-1012	O'RING,5K74	EACH	1	1	15.00	15.00
FRT	FREIGHT	EACH	1	1	50.00	50.00

**Comments:**  
ORDER NEW BALDOR MOTOR, INSTALL NEW SEAL, SHAFT SLEEVE AND ORING ON GOULDS PUMP.

Remit  
To: WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530

SUBTOTAL: 850.00  
SALES TAX: 0.00  
TOTAL: 850.00



INVOICE



WATERTRONICS, LLC
PO BOX 530
HARTLAND, WI 53029-0530
Phone: 262-367-5000 Fax: 262-367-6897

INVOICE NUMBER: SINV028534
INVOICE DATE: 07/31/17

Bill To: AQUARINA UTILITIES
PO BOX 1114
FELLSMERE, FL 32948

Ship To: REGINALD S BURGE
1705 NE DARLICH AVE
JENSEN BEACH, FL 34957

FOB Terms FOB FACTORY
Ship Via CPU
Ship Date 07/28/17
Due Date 08/30/17
Terms NET 30 DAYS

Customer ID AQUARINA
P.O. Number REGINALS BURGE
P.O. Date 07/31/17
Our Order No. JFL05202
SalesPerson MELBOURNE

Table with 7 columns: Item, Description, Unit, Order Qty, Quantity, Unit Price, Total Price. Rows include SERVICE LABOR ON SITE, BEARING, CONNECTOR, hex nut, lock washer, socket set scrw, flat washer, RED HD SS ANCHOR, and FAN.

Comments:
RO PUMP MOTOR REPAIR. DISASSEMBLED AND INSPECTED,
REINSULATED WINDINGS, INSTALLED NEW BEARINGS AND PARTS,
REASSEMBLED AND TESTED.

Remit To: WATERTRONICS, LLC
PO BOX 530
HARTLAND, WI 53029-0530

SUBTOTAL: 408.71
SALES TAX: 0.00
TOTAL: 408.71



INVOICE



WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530  
Phone: 262-367-5000 Fax: 262-367-6897

INVOICE NUMBER: SIN028533  
INVOICE DATE: 07/31/17

Bill  
To: AQUARINA UTILITIES  
PO BOX 1114  
FELLSMERE, FL 32948

Ship  
To: REGINALD S BURGE  
1705 NE DARLICH AVE  
JENSEN BEACH, FL 34957

FOB Terms JOBSITE  
Ship Via OUR TRUCK  
Ship Date 07/19/17  
Due Date 08/30/17  
Terms NET 30 DAYS

Customer ID AQUARINA  
P.O. Number REGINALD BURGE  
P.O. Date 07/31/17  
Our Order No. JFL05194  
SalesPerson MELBOURNE

Item	Description	Unit	Order Qty	Quantity	Unit Price	Total Price
SERVREV	SERVICE LABOR ON SITE 7-11 & 19/	HRS	1	1	585.00	585.00
70-11-5060	60HP,ATV61HD45N4,480V,VFD-PRO	EACH	1	1	4,000.00	4,000.00
NPN	JJS-150 FUSE	EACH	3	3	125.00	375.00
FRT	FREIGHT	EACH	1	1	30.00	30.00

**Comments:**  
INSPECTED AND FOUND VFD NOT OPERATING, ORDER REPLACEMENT.  
RETURNED TO REMOVE AND REPLACE VFD AND FUSES, TESTED ALL.

Remit  
To: WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530

SUBTOTAL: 4,990.00  
SALES TAX: 0.00  
TOTAL: 4,990.00





INVOICE



**WATERTRONICS, LLC**  
**PO BOX 530**  
**HARTLAND, WI 53029-0530**  
**Phone: 262-367-5000 Fax: 262-367-6897**

INVOICE NUMBER: SINV028531  
INVOICE DATE: 07/31/17

Bill  
To: **AQUARINA UTILITIES**  
**PO BOX 1114**  
**FELLSMERE, FL 32948**

Ship  
To: **REGINALD S BURGE**  
**1705 NE DARLISH AVE**  
**JENSEN BEACH, FL 34957**

FOB Terms **JOBSITE**  
Ship Via **OUR TRUCK**  
Ship Date **03/08/17**  
Due Date **08/30/17**  
Terms **NET 30 DAYS**

Customer ID **AQUARINA**  
P.O. Number **REGINALD BURGE**  
P.O. Date **07/31/17**  
Our Order No. **JFL05104**  
SalesPerson **MELBOURNE**

Item	Description	Unit	Order Qty	Quantity	Unit Price	Total Price
SERVREV	SERVICE LABOR ON SITE 3/8/2017	HRS	1	1	360.00	360.00
27-10-0045	A/B CONTACTOR, MOTOR, 120V	EACH	1	1	117.66	117.66
23-93-0606	A/B OVERLOAD RELAY, 193-EEFD	EACH	1	1	70.09	70.09
FRT	UPS	EACH	1	1	10.00	10.00

**Comments:**  
REMOVED AND REPLACED CONTACTOR AND OVERLOAD  
RELAY FOR PUMP #2. TEST 15HP PUMP#2. PUMP TEST OK.


Remit  
To: **WATERTRONICS, LLC**  
**PO BOX 530**  
**HARTLAND, WI 53029-0530**

SUBTOTAL: 557.75  
SALES TAX: 0.00  
**TOTAL: 557.75**

AQUARINA UTILITIES INC  
P. O. BOX 1114  
FELLSMERE, FL 32948

1192

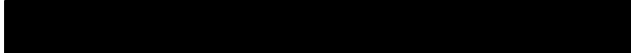
DATE 8/7/2017

PAY TO THE ORDER OF Watertronics \$ 6,806.46 <sup>46/100</sup>  
Six thousand eight hundred six and 46/100 DOLLARS  Security Features. Details on Back.

 BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

FOR SINVO 28490, SINVO 28531  
SINVO 28533, SINVO 28534

Shelly B. Bruce MF

⑈0000 1192⑈ 



**STATEMENT**

AQUARINA UTILITIES  
 PO BOX 1114  
 FELLSMERE, FL 32948

**Remit To:**

Watertronics, LLC  
 PO BOX 530  
 Hartland, WI 53029-0530

Statement Date: 04/06/17  
 Account Number: AQUARINA

Page: 1

Document	Date	Terms	Code	Debits	Credits	Balance
SINV026530	03/16/17	NET 30 DAYS	Invoice	980.00		980.00
SINV026653	03/24/17	NET 30 DAYS	Invoice	8,290.19		9,270.19

*pd  
 5/1/2017  
 \$9270.19  
 #1148*

Statement Aging:	Statement Balance	9,270.19	0.00	9,270.19
Days old:	Current	31 - 60 Days	61 - 90 Days	Over 90 Days
Aged amounts:	9,270.19	0.00	0.00	0.00



INVOICE



WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530  
Phone: 262-367-5000 Fax: 262-367-6897

INVOICE NUMBER: SINV026653  
INVOICE DATE: 03/24/17

Bill  
To: AQUARINA UTILITIES  
PO BOX 1114  
FELLSMERE, FL 32948

Ship  
To: CUSTOMER PICKUP  
1612 COOLING AVE  
MELBOURNE, FL 32935

FOB Terms FOB FACTORY  
Ship Via CPU  
Ship Date 03/10/17  
Due Date 04/23/17  
Terms NET 30 DAYS

Customer ID AQUARINA  
P.O. Number BURGE  
P.O. Date 03/24/17  
Our Order No. JFL05071  
SalesPerson MELBOURNE

Item	Description	Unit	Order Qty	Quantity	Unit Price	Total Price
NPN	PER QUOTE - PUMP	EACH	1	1	7,202.00	7,202.00
NPN	ADDITIONAL PARTS	EACH	1	1	361.43	361.43
FRT	FREIGHT	EACH	1	1	222.95	222.95
NPN	CORNELL 4NNT-F16 CYC PUMP	EACH	1	1		
NPN	PULLEY	EACH	1	1		
44-05-0004R	4" x 9" x 1/8" RED GASKET	EACH	2	2		

Remit  
To: WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530

SUBTOTAL: 7,786.38  
SALES TAX: 503.81  
TOTAL: 8,290.19



INVOICE



WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530  
Phone: 262-367-5000 Fax: 262-367-6897

INVOICE NUMBER: SINV026530  
INVOICE DATE: 03/16/17

Bill  
To: AQUARINA UTILITIES  
PO BOX 1114  
FELLSMERE, FL 32948

Ship  
To: REGINALD BURGE  
1705 NE DARLICH AVENUE  
JENSEN BEACH, FL 32948

FOB Terms  JOBSITE  
Ship Via OUR TRUCK  
Ship Date 01/27/17  
Due Date 04/15/17  
Terms NET 30 DAYS

Customer ID AQUARINA  
P.O. Number REGINALD  
P.O. Date 03/15/17  
Our Order No. JFL05076  
SalesPerson MELBOURNE

Item	Description	Unit	Order Qty	Quantity	Unit Price	Total Price
SERVREV	SERVICE LABOR ON SITE	HRS	1	1	720.00	720.00
69-20-0201	GEMMS PRESSURE TRANSDUCER	EACH	1	1	260.00	260.00
NPN	WARRANTY REPLACED 75HP VFD	EACH	1	1		

**Comments:**  
INSPECTED VFD FOR NO POWER. REMOVED TO RETURN TO DISTRIBUTOR. DISTRIBUTOR WARRANTIED THE VFD. INSTALLED VFD AND CONTROL CARD, REMOVED AND REPLACED PRESSURE TRANSDUCER, TESTED.

Remit  
To: WATERTRONICS, LLC  
PO BOX 530  
HARTLAND, WI 53029-0530

SUBTOTAL: 980.00  
SALES TAX: 0.00  
TOTAL: 980.00

AQUARINA UTILITIES INC  
P. O. BOX 1114  
FELLSMERE, FL 32948

1148

DATE 5/1/2017

PAY TO THE ORDER OF Watertronics \$ 9,270.<sup>19</sup>/<sub>100</sub>


Nine thousand two hundred seventy and <sup>19</sup>/<sub>100</sub> DOLLARS

 Security Features Details on Back

 BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

FOR SINV026530 / SINV026653

Sally B. Burg MP

⑈00001148⑈ 



INVOICE



WATERTRONICS, LLC
PO BOX 530
HARTLAND, WI 53029-0530
Phone: 262-367-5000 Fax: 262-367-6897

INVOICE NUMBER: SINV026165
INVOICE DATE: 01/31/17

Bill To: AQUARINA UTILITIES
C/O KEVIN BURGE
PO BOX 308
JENSEN BEACH, FL 34958

Ship To: REGINALD BURGE
1705 NE DARLICH AVE
JENSEN BEACH, FL 34957

FOB Terms JOBSITE
Ship Via OUR TRUCK
Ship Date 01/11/17
Due Date 03/02/17
Terms NET 30 DAYS

Customer ID AQUARINA
P.O. Number REGINALD BURGE
P.O. Date 01/31/17
Our Order No. JFL05064
SalesPerson MELBOURNE

Table with 7 columns: Item, Description, Unit, Order Qty, Quantity, Unit Price, Total Price. Rows include SERVICE PER QUOTE, FREIGHT, 75HP,ATV61HD55N4,480V,VFD, VW3A3501 PLC CARD-INSTALLED, VFD PROGRAMMED, ENGINEERED ELEC.SCHEMATICS, DI FLOW SENSOR #220BR-0005-121, RING TONGUE22-18 ga #10 STUD, 1/4" TUBE SLEEVE, BRZ HOLLOWBAR 2 3/4" OD x1", 1/4" CLOSE NIPPLE BRASS.

Handwritten notes: PD, 2/11/2017, \$9,125.00, #1110

Remit To: WATERTRONICS, LLC
PO BOX 530
HARTLAND, WI 53029-0530

SUBTOTAL: 9,125.00
SALES TAX: 0.00
TOTAL: 9,125.00

AQUARINA UTILITIES INC  
P. O. BOX 1114  
FELLSMERE, FL 32948

1110

DATE 2/1/2017

PAY  
TO THE  
ORDER OF

watertronics

\$ 9,125.<sup>00</sup>/<sub>100</sub>

Nine thousand one hundred twenty five and <sup>00</sup>/<sub>100</sub>

DOLLARS

 Security  
Features  
Details on  
Back



BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

FOR

INV # 51NV026165

Holly B Bunge

MP

⑈00001110⑈





INVOICE



WATERTRONICS, LLC
PO BOX 530
HARTLAND, WI 53029-0530
Phone: 262-367-5000 Fax: 262-367-6897

INVOICE NUMBER: SINV029673
INVOICE DATE: 11/15/17

Bill To: AQUARINA UTILITIES
PO BOX 1114
FELLSMERE, FL 32948

Ship To: REGINALD S. BURGE
1705 NE DARLICH AVE
JENSEN BEACH, FL 34957

FOB Terms JOBSITE
Ship Via OTHER
Ship Date
Due Date 12/15/17
Terms NET 30 DAYS

Customer ID AQUARINA
P.O. Number REGINALD BURGE
P.O. Date 11/14/17
Our Order No. JFL05203
SalesPerson MELBOURNE

Table with 7 columns: Item, Description, Unit, Order Qty, Quantity, Unit Price, Total Price. Rows include SERVREV SS ENCLOSURE & 5HP HYDROMATI, SERVREV EXTRA LABOR, NPN EXTRA PARTS, NPN FREIGHT IN, NPN BOULAY-00395 DUPLEX SS PANEL, NPN S4N500M4-4DS HYROMATIC SUBM, NPN 4" DISCHARGE BRACKET FOR 2" R, NPN 4" PROFILE GASKET, NPN MISC HARDWARE.

Comments:
INSTALLATION OF NEW ENCLOSURE FOR DUPLEX LIFT STATION AND NEW 5HP HYDROMATIC PUMP. WIRED AND TESTED.

Handwritten notes: Pd. \$3000 12/2 in check # 1257, Pd. \$16,368.94 12/29 in check # 1267

Remit To: WATERTRONICS, LLC
PO BOX 530
HARTLAND, WI 53029-0530

SUBTOTAL: 19,368.94
SALES TAX: 0.00
TOTAL: 19,368.94

**AQUARINA UTILITIES INC**

P. O. BOX 1114  
FELLSMERE, FL 32948

1257

DATE 12/2/2017

PAY TO THE ORDER OF Watertronics, LLC

\$ 4,565.51/100

Four thousand five hundred sixty-five and 51/100

DOLLARS



**BB&T** BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

FOR SINV029640, SINV029780, SINV029771  
\$3000 toward SINV029673

Holly B Bunge

⑈0000 1257⑈

**AQUARINA UTILITIES INC**

P. O. BOX 1114  
FELLSMERE, FL 32948

1267

DATE 12/29/2017

PAY TO THE ORDER OF Watertronics, LLC

\$ 16,368.94/100

Sixteen thousand three hundred sixty-eight and 94/100

DOLLARS



**BB&T** BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

FOR balance Inv # SINV029673

Holly B Bunge

⑈0000 1267⑈

# Exhibit "D"

Item #	NARUC acct #s	Item	Invoice/ Estimate	Total
1	304.000	<b>Reverse Osmosis Bldg Roof</b>	Estimate	\$16,500.00
2		<b>Motors and Pumps</b>	Invoices	
	311.100	<b>Non-Potable</b>		
		75 HP Golf Course Pump New	\$6,724.42	
		75 HP Gold Course Pump Repair	\$3,636.10	
		60 HP VFD Drive/ Pump	\$4,990.00	
		NP Pumps wiring	\$557.75	
		75HP VFD Drive NEW	\$9,125.00	
		75HP VFD Drive Replaced	\$980.00	\$26,013.27
	320.000	<b>Potable</b>		
		7.5 R/O Motor	\$850.00	
		R/O Motor Fittings and Repair	\$408.71	
		60 HP R/O Pump Repair	\$3,426.90	
		60 HP R/O Pump and Motor NEW	\$8,290.19	\$12,975.80
3		<b>Lift Station, Main</b>		
	354.000	<b>Panel, Enclosure, Pump</b>	\$19,368.94	\$19,368.94
				<b>\$74,858.01</b>

Dirty waters  
Yahoo/CUST CORR

- **Steve Cooke**

---

Above are pictures of aerator and the dirt I got out of it after this weekend episode. Faucet quit working due to dirt in filters and aereator. Also impeller froze on my hot water recirc pump due to dirt jamming the impeller. This all happened after the reports of gray water this weekend. Is this still due to mineral build up in lines and or over chlorinating? Steve Cooke 869 Aquarina Blvd Get Outlook for Android

Mar 14 at 12:18 PM

---

- To

- o Steve Cooke

- o

---

- o

CC / BCC

Dear Mr. Cooke,

For some time now, we have been running a water blend that is more reverse osmosis water than well water. This decision was made to specifically address the mineral build-up in the individual service lines, following a more than \$5,000 repair that was required in Sandpiper when a service line was completely blocked by mineral build up. The ground water in Aquarina has a very high sulfur and other mineral content. This high mineralization is one of the reasons residents demanded a reverse osmosis system to service the community. Another reason was to limit the sulfur smell of the water, a smell that most northerners are not used to and find unpleasant. The current water blend of mostly reverse osmosis water has been slowly removing the mineral deposits in the service lines, and some fragments of these mineral deposits are what you are finding in your sink screens.

The grayish water that was experienced by residents last week occurred when a slight increase in chlorine residual in the system (still well within safe standards as dictated by the FDEP) combined with this de-mineralization process and caused a cloudy, grayish appearance in the water. By increasing the amount of well water in our blended water and slightly reducing the chlorine, back to our normal operating range, clear water was restored. Periodically, we do slightly increase the chlorine residual in the water to compensate for occasional breaks, dead-end line flushing, and other utility procedures.

---

It was necessary to produce a blend water that was mostly reverse osmosis water to slowly clear the mineralization from service lines. Most larger utilities have a "tool box" of procedures to accomplish this, including a process called "pigging" which is a mechanical means of clearing the lines (expensive) and the use of a variety of chemicals to dissolve the minerals and clear the lines (expensive). We try to keep our costs down (and thereby the cost to the homeowners) by using a slower, more gradual method, using basic water chemistry without a lot of chemicals. Mineral accumulation happens in all water systems, but Florida water, especially on the island, is exceptionally challenging.

Why do you have to blend the water and use chlorinated ground water with the reverse osmosis water at all? Good question! It is necessary for the health and welfare of our customers to blend the water. Straight reverse osmosis water does not provide the human body with the minerals it requires.

Please let me know if you have any further questions.

Sincerely,

Kevin Burge

On Thursday, March 14, 2019, 12:18:21 PM EDT, Steve Cooke <sandccooke@[REDACTED]> wrote:

---

Above are pictures of aerator and the dirt I got out of it after this weekend episode. Faucet quit working due to dirt in filters and aereator.

Also impeller froze on my hot water recirc pump due to dirt jamming the impeller.

This all happened after the reports of gray water this weekend.

Is this still due to mineral build up in lines and or over chlorinating?

Steve Cooke [REDACTED] Aquarina Blvd

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Send

---

• **Steve Cooke** <sandccooke@[REDACTED]>

---

**To:**Kevin Burge

**Cc:**Steve Cooke

Mar 14 at 3:50 PM

Let me say this. Lived in Florida all my life. Have had faucet and recirc system in place here for 2 and a half years, no issues, suddenly after this water issue last weekend. I gave an impeller freeze due to dirt and an aerator and filter on faucet be completely clogged with dirt, does not pass the reasonable test.

I will take your explanation for what it is.

We will bring this up for discussion at the next Aquarina Board meeting if possible.

Steve Cooke

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---

**From:** Kevin Burge <aquarinautilities@bellsouth.net>

**Sent:** Thursday, March 14, 2019 2:58:58 PM

**To:** Steve Cooke  
**Subject:** Re: Dirty water

Dear Mr. Cooke,

The ground water in Aquarina has a very high sulfur and other mineral content. This high mineralization is one of the reasons residents demanded a reverse osmosis system to service the community. Another reason was to limit the sulfur smell of the water, a smell that most northerners are not used to and find unpleasant. Sometimes fragments of these mineral deposits are what come through and end up being caught by the are sink screens. It is a common occurrence in most water systems. That's why the faucets have those screens. Mineral accumulation happens in all water systems, but Florida water, especially on the island, is exceptionally challenging.

The grayish water that was experienced by residents last week occurred when a slight increase in chlorine residual in the system (still well within safe standards as dictated by the FDEP) caused a cloudy, grayish appearance in the water. We normally have a residual between 0.2 - 0.8 ppm. Periodically, we do slightly increase the chlorine residual in the water to compensate for occasional breaks, dead-end line flushing, and other utility procedures.

Why do you have to blend the water and use chlorinated ground water with the reverse osmosis water at all? Good question! It is necessary for the health and welfare of our customers to blend the water. Straight reverse osmosis water does not provide the human body with the minerals it requires.

Please let me know if you have any further questions.

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Kevin Burge

---

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Is this still due to mineral build up in lines and or over chlorinating?

Steve Cooke [REDACTED] Aquarina Blvd

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- 
- **Aquarina** <[aquarinautilities@bellsouth.net](mailto:aquarinautilities@bellsouth.net)>

**To:** Steve Cooke

Mar 14 at 5:16 PM

We usually do not have issues with mineral deposits because we do not blend very much ground water. It can happen over time. That's why It occasionally occurs with older homes.

There is really no way for dirt to get into your line unless you had a break. We have not had any breaks in your potable lines.

---



Thank you

Kevin Burge

On Mar 14, 2019, at 3:50 PM, Steve Cooke <[sandccooke@](mailto:sandccooke@)<redacted>> wrote:

Let me say this. Lived in Florida all my life. Have had faucet and recirc system in place here for 2 and a half years, no issues, suddenly after this water issue last weekend. I gave an impeller freeze due to dirt and an aerator and filter on faucet be completely clogged with dirt, does not pass the reasonable test.

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---

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**Sent:** Thursday, March 14, 2019 2:58:58 PM

**To:** Steve Cooke

**Subject:** Re: Dirty water

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Sincerely,

Kevin Burge

On Thursday, March 14, 2019, 12:18:21 PM EDT, Steve Cooke <[sandccooke@](mailto:sandccooke@)<redacted>> wrote:

<0314191113a.jpg>

<0314191112a.jpg>

Show original message

<0314191112a.jpg>

<0314191113a.jpg>

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- 
- 

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---

• **Steve Cooke** <sandccooke [REDACTED]>

To: Aquarina

Mar 14 at 5:40 PM

Thanks for response. I guess that dirt on that paper towel wasn't really dirt.

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- 
- **Reply**
  - ,
  - **Reply All**
  - **or**
  - **Forward**

Send

Our tap water and same for our neighbors is grey color2

Yahoo/CUST CORR

- **Phillip Mills** <mills@[REDACTED]>
- 

To:Kevin Burge

Mar 10 at 4:10 PM

One of our neighbors notified you Sat eve at approx. 7:30 pm that water appeared dirty. We and others notified you this morning same thing. We have not received any notices from you regarding the water quality.

---

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- **Aquarina** <aquarinautilities@bellsouth.net>
- 

To:Phillip Mills

Mar 10 at 10:25 PM

Thank you.

We believe it is mineral deposits from your pipes. We are adjusting our treatment process to clear it up.  
Mar 10, 2019, at 4:10 PM, Phillip Mills <mills@[REDACTED]> wrote:

Show original message

---

Fwd: tap water grey

Yahoo/CUST CORR

- **Jo-Anne Harrison** <harrisonjo@[REDACTED]>

To: Aquarina Utilities, aquarina.patrick@gmail.com

Mar 10 at 9:44 AM

Holly,

We are also experiencing the grey water? any advisories?

Jo-Anne

Begin forwarded message:

**From:** "Nextdoor Aquarina" <reply@[REDACTED]>

**Date:** March 10, 2019 at 8:11:59 AM EDT

**To:** harrisonjo@[REDACTED]

**Subject:** tap water grey

**Reply-**

**To:** [reply+GI2TAMJXGQZDAX3QOJXWI5LDORUW63S7KBHVGVC7GEYDINZZHA3DIOI=@reply.nextdoor.com](mailto:reply+GI2TAMJXGQZDAX3QOJXWI5LDORUW63S7KBHVGVC7GEYDINZZHA3DIOI=@reply.nextdoor.com)



[View on Nextdoor](#)



[Sandy Mills, Aquarina](#) LEAD

our tap water is grey this morning. anyone else experiencing this? especially noticeable in the toilets.

[General](#) · Mar 10 to Aquarina



[Thank](#)



[Private message](#)

[View or Reply](#)

This message is intended for [harrisonjo@\[REDACTED\]](mailto:harrisonjo@[REDACTED]) [Unsubscribe here](#). Nextdoor, 875 Stevenson Street, Suite 700, San Francisco, CA 94103

---

- **Aquarina** <aquarinautilities@bellsouth.net>
- 

**To:**Jo-Anne Harrison

**Cc:**aquarina.patrick@[REDACTED]

Mar 10 at 10:22 AM

We are looking into it. We checked the finished product at the water plant and it is fine. I believe it may be mineral deposits from the buildings water lines.

Thank you

Show original message

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- **Patrick Pollock** <aquarina.patrick@[REDACTED]>
- 

**To:**Kevin Burge

**Cc:**Jo-Anne Harrison

Mar 10 at 11:37 AM

we had the same problem Ocean Dunes this morning.

P2

---

Begin forwarded message:

Show original message

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- Reply
- ,
- Reply All
- or
- Forward

Fwd: tap water grey

Yahoo/CUST CORR

- **Jo-Anne Harrison** <harrisonjo@[REDACTED]>
- 

To: Aquarina Utilities, aquarina.patrick@[REDACTED]

Mar 10 at 9:44 AM

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Jo-Anne

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**From:** "Nextdoor Aquarina" <reply@[REDACTED]>

**Date:** March 10, 2019 at 8:11:59 AM EDT

**To:** harrisonjo@[REDACTED]

**Subject:** tap water grey

**Reply-**

**To:** [reply+GI2TAMJXGQZDAX3QOJXWI5LDORUW63S7KBHVGVC7GEYDINZZHA3DIOI=@reply.nextdoor.com](mailto:reply+GI2TAMJXGQZDAX3QOJXWI5LDORUW63S7KBHVGVC7GEYDINZZHA3DIOI=@reply.nextdoor.com)



[View on Nextdoor](#)



**Sandy Mills, Aquarina** LEAD

our tap water is grey this morning. anyone else experiencing this? especially noticeable in the toilets.

General · Mar 10 to Aquarina

 [Thank](#)  [Private message](#)

[View or Reply](#)

---

This message is intended for [harrisonjo@](#) [Unsubscribe here](#). Nextdoor, 875 Stevenson Street, Suite 700, San Francisco, CA 94103

---

• **Aquarina** <aquarinautilities@bellsouth.net>

**To:**Jo-Anne Harrison

**Cc:**aquarina.patrick@

Mar 10 at 10:22 AM

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Thank you

Show original message

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○  
○  
○

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• **Patrick Pollock** <aquarina.patrick@

**To:**Kevin Burge



**Cc:** Jo-Anne Harrison

Mar 10 at 11:37 AM

we had the same problem Ocean Dunes this morning.

P2

Begin forwarded message:

Show original message

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- **Reply**
- ,
- **Reply All**
- **or**
- **Forward**

# 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: Aquarina Utilities PWS I.D. #: 3054060  
System Type (check one):  Community  Non-transient Non-community  Transient Non-community  
Address: 235 Aquarina Blvd  
City: Melbourne Beach, FL ZIP Code: 32951  
Phone # 772-708-7946 Fax #: \_\_\_\_\_ E-Mail Address: aquarinautilities@bellsouth.net

## SAMPLE INFORMATION (to be completed by sampler)

Sample Number: 001 Sample Date: 10/24/2018 Sample Time: 10:00  AM  PM (Circle One)  
Sample Location (be specific): POE Location Code: \_\_\_\_\_

Disinfectant Residual (Required when reporting results for trihalomethanes and haloacetic acids): \_\_\_\_\_ mg/L Field pH: \_\_\_\_\_

### Sample Type (Check Only One)

- 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\*
- Confirmation 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.  
And 62-550.512(3) for nitrate or nitrite exceedances.

\*\*See 62-550.550(4) for requirements and attach a  
results page for each site.

## SAMPLER CERTIFICATION

I, Kevin Burge, lead operator, do HEREBY CERTIFY  
(Print Name) (Print Title)

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

Signature: \_\_\_\_\_ Date: 02/13/2019  
Certified Operator #: 16321 Phone #: (772) 708-7946 Sampler's Fax #: \_\_\_\_\_  
Sampler's E-mail: aquarinautilities@bellsouth.net

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

**LABORATORY CERTIFICATION INFORMATION** (to be completed by lab - please type or print legibly)

Lab Name: Pace Analytical Services, Inc. Florida DOH Certification #: E83079 Certification Expiration Date: 6/30/2019

ATTACH CURRENT DOH ANALYTE SHEET\*

Address: 8 East Tower Circle, Ormond Beach, FL 32174 Phone # (386) 672-5668

Were any analyses subcontracted?  Yes  No If yes, please provide DOH certification numbers(s): \_\_\_\_\_

ATTACH DOH ANALYTE SHEET FOR EACH SUBCONTRACTED LAB\*

**ANALYSIS INFORMATION** (to be completed by lab)

Date Sample(s) Received: 10/24/2018

PWS ID (From Page1): 3054060 Sample Number (From Page1): 001 Lab Assigned Report # or Job ID: 35426218001

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

- |   |   |  |  |   |  |
|---|---|--|--|---|--|
| <p><u>Inorganics</u></p> <input checked="" type="checkbox"/> All Except Asbestos<br><input type="checkbox"/> Partial<br><input type="checkbox"/> Nitrate<br><input type="checkbox"/> Nitrite<br><input type="checkbox"/> Asbestos | <p><u>Synthetic Organics</u></p> <input type="checkbox"/> All 30<br><input checked="" type="checkbox"/> All Except Dioxin<br><input type="checkbox"/> Partial<br><input type="checkbox"/> Dioxin Only | <p><u>Volatile Organics</u></p> <input checked="" type="checkbox"/> All 21<br><input type="checkbox"/> Partial | <p><u>Disinfection Byproducts</u></p> <input type="checkbox"/> Trihalomethanes<br><input type="checkbox"/> Haloacetic Acids<br><input type="checkbox"/> Chlorite<br><input type="checkbox"/> Bromate | <p><u>Radionuclides</u></p> <input checked="" type="checkbox"/> Single Sample<br><input type="checkbox"/> Qtrly Composite** | <p><u>Secondaries</u></p> <input checked="" type="checkbox"/> All 14<br><input type="checkbox"/> Partial |
|---|---|--|--|---|--|

## LAB CERTIFICATION

I, Rossy Guima, Project Manager, do HEREBY CERTIFY  
 (Print Name) (Print Title)

that all attached analytical data are correct and unless noted meet all requirements of the National Environmental Laboratory Accreditation Conference (NELAC).

Signature:  Date: 02/12/2019

\* Failure to provide a valid and current Florida DOH lab certification number and a current Analyte Sheet for the attached analysis results will result in rejection of the report, possible enforcement against the public water system for failure to sample, and may result in notification of the DOH Bureau of Laboratory Services.

\*\* Please provide radiological sample dates & locations for each quarter.

**CONFIRMATION & NOTIFICATION IS REQUIRED WITHIN 24 HRS FOR NITRATE OR NITRITE MCL EXCEEDANCES**  
**NON-DETECTS ARE TO BE REPORTED AS THE MDL WITH A "U" QUALIFIER.** (Non-detects reported as "BDL" or with a "<" are not acceptable.)

**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: \_\_\_\_\_

# Florida Department of Environmental Protection

## Safe Drinking Water Program Laboratory Reporting Format

INORGANIC CONTAMINANTS  
62-550.310(1)

Report Number / Job ID: 35426218001

PWS ID (From Page 1): 3054060

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	Analysis Date	Analysis Time	DOH Lab Certification #
1040	Nitrate as N	10	mg/L	0.029	I	EPA 353.2	0.025	10/25/2018	10:07	E83079
1041	Nitrite as N	1	mg/L	0.025	U	EPA 353.2	0.025	10/25/2018	10:07	E83079
1005	Arsenic	0.010	mg/L	0.00066	I	EPA 200.8	0.00050	11/02/2018	13:28	E83079
1010	Barium	2	mg/L	0.0120		EPA 200.8	0.00050	11/02/2018	13:28	E83079
1015	Cadmium	0.005	mg/L	0.00096	U	EPA 200.7	0.00096	11/01/2018	19:08	E83079
1020	Chromium	0.1	mg/L	0.00081	U	EPA 200.7	0.00081	11/01/2018	19:08	E83079
1024	Cyanide	0.2	mg/L	0.0050	U	EPA 335.4	0.0050	11/03/2018	20:15	E83079
1025	Fluoride	4.0	mg/L	0.23		EPA 300.0	0.034	10/26/2018	02:58	E83079
1030	Lead	0.015	mg/L	0.00064	U	EPA 200.8	0.00064	11/02/2018	13:28	E83079
1035	Mercury	0.002	mg/L	0.00010	U	EPA 245.1	0.00010	11/07/2018	12:25	E83079
1036	Nickel	0.1	mg/L	0.0020	U	EPA 200.7	0.0020	11/01/2018	19:08	E83079
1045	Selenium	0.05	mg/L	0.00083	U	EPA 200.8	0.00083	11/02/2018	13:28	E83079
1052	Sodium	160	mg/L	47.2		EPA 200.7	0.59	11/01/2018	19:08	E83079
1074	Antimony	0.006	mg/L	0.00050	U	EPA 200.8	0.00050	11/02/2018	13:28	E83079
1075	Beryllium	0.004	mg/L	0.00070	U,J	EPA 200.8	0.00070	11/05/2018	08:06	E83079
1085	Thallium	0.002	mg/L	0.00050	U	EPA 200.8	0.00050	11/02/2018	13:28	E83079
1094	Asbestos	7 MFL	MFL							

Beryllium by EPA 200.8 J= Analyte recovery in the laboratory control sample (LCS) was above QC limits. Results for this analyte in associated samples may be biased high.

# Florida Department of Environmental Protection

## Safe Drinking Water Program Laboratory Reporting Format

SECONDARY CONTAMINANTS  
62-550.320

Report Number / Job ID: 35426218001

PWS ID (From Page 1): 3054060

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	Analysis Date	Analysis Time	DOH Lab Certification #
1002	Aluminum	0.2	mg/L	0.0418	U	EPA 200.7	0.042	11/01/2018	19:08	E83079
1017	Chloride	250	mg/L	95.5	J	EPA 300.0	2.5	10/26/2018	02:58	E83079
1022	Copper	1	mg/L	0.0046		EPA 200.8	0.00093	11/02/2018	13:28	E83079
1025	Fluoride	2.0	mg/L	0.23		EPA 300.0	0.034	10/26/2018	02:58	E83079
1028	Iron	0.3	mg/L	0.0393	U	EPA 200.7	0.039	11/01/2018	19:08	E83079
1032	Manganese	0.05	mg/L	0.00069	U	EPA 200.8	0.00069	11/02/2018	13:28	E83079
1050	Silver	0.1	mg/L	0.0015	U	EPA 200.7	0.0015	11/01/2018	19:08	E83079
1055	Sulfate	250	mg/L	33.0		EPA 300.0	2.5	10/26/2018	02:58	E83079
1095	Zinc	5	mg/L	0.0154	U	EPA 200.7	0.015	11/01/2018	19:08	E83079
1905	Color	15	units	5.0	U	SM2120B-01	5.0	10/25/2018	11:21	E83079
1920	Odor	3	TON	1.0	U	SM 2150B	1.0	10/24/2018	18:00	E86240
1925	pH	6.5 - 8.5	Std. Units	7.5	Q	SM 4500-H+B	0.10	10/26/2018	13:13	E86240
1930	Total Dissolved Solids	500	mg/L	279		SM 2540C	5.0	10/25/2018	13:28	E86240
2905	Foaming Agents	0.5	mg/L	0.099	U	SM 5540C	0.099	10/26/2018	07:14	E83079

Q - Sample held beyond the accepted holding time.

Chloride by EPA 300.0. Estimated Value. Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery.

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

RADIONUCLIDES  
62-550.310(6)

Report Number / Job ID: 35426218001

PWS ID (From Page 1): 3054060

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	RDL	Analysis Error	Analysis Date	Analysis Time	DOH Lab Certification #
4000	Gross Alpha (Excl Uranium)	15	pCi/L					3				
4002	Gross Alpha (Incl Uranium)	***	pCi/L	2.86	U	EPA 900.0	2.86	3	1.67	11/05/2018	07:21	E84129
4006	Combined Uranium**** (U-234, U-235, & U-238)	20	pCi/L					67				
		30	ug/L					1				
4020	Radium-226	5	pCi/L	0.564	U	EPA 903.1	0.564	1	0.430	11/05/2018	11:15	E84129
4030	Radium-228			0.799	U	EPA 904.0	0.799	1	0.357	11/05/2018	11:46	E84129

\*\* If the result exceeds 5 pCi/L, a measurement for radium-226 is required. Uranium is reported separately under Contam ID 4006.

\*\*\* If the results exceed 5 pCi/L, a measurement for radium-226 is required. If the results exceed 15 pCi/L, a measurement for Combined Uranium must be reported separately. The DEP/DOH will subtract the U value from the Gross Alpha (ID 4002) to determine compliance with MCL for Gross Alpha (Excl. U) of 15pCi/L. If the result for ID 4002 Gross Alpha (Including Uranium) does not exceed 15pCi/L, Combined Uranium need not be measured nor reported.

\*\*\*\* If using Uranium testing methods ASTM D5174 or EPA 200.8 only, then Analysis Error need not be reported.

# Florida Department of Environmental Protection

## Safe Drinking Water Program Laboratory Reporting Format

VOLATILE ORGANICS  
62-550.310(4)(a)

Report Number / Job ID: 35426218001

PWS ID (From Page 1): 3054060

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	RDL	Analysis Date	Analysis Time	DOH Lab Certification #
2378	1,2,4-Trichlorobenzene	70	ug/L	0.41	U	EPA 524.2	0.41	0.5	10/31/2018	02:11	E83079
2380	cis-1,2-Dichloroethylene	70	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2955	Xylenes (total)	10,000	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2964	Dichloromethane	5	ug/L	0.44	U	EPA 524.2	0.44	0.5	10/31/2018	02:11	E83079
2968	o-Dichlorobenzene	600	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2969	para-Dichlorobenzene	75	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2976	Vinyl chloride	1	ug/L	0.39	U	EPA 524.2	0.39	0.5	10/31/2018	02:11	E83079
2977	1,1-Dichloroethylene	7	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2979	trans-1,2-Dichloroethylene	100	ug/L	0.25	U,J	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2980	1,2-Dichloroethane	3	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2981	1,1,1-Trichloroethane	200	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2982	Carbon tetrachloride	3	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2983	1,2-Dichloropropane	5	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2984	Trichloroethylene	3	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2985	1,1,2-Trichloroethane	5	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2987	Tetrachloroethylene	3	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2989	Monochlorobenzene	100	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2990	Benzene	1	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2991	Toluene	1,000	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2992	Ethylbenzene	700	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079
2996	Styrene	100	ug/L	0.25	U	EPA 524.2	0.25	0.5	10/31/2018	02:11	E83079

**NOTE:** Results indicating non-detection with a reported lab MDL > .5 µg/L will not be accepted for compliance.

trans-1,2-Dichloroethylene by EPA 524.2 J=Estimated Value. Analyte recovery in the laboratory control sample (LCS) was above QC limits. Results for this analyte in associated samples may be biased high.

# Florida Department of Environmental Protection

## Safe Drinking Water Program Laboratory Reporting Format

SYNTHETIC ORGANICS  
62-550.310(4)(b)

Report Number / Job ID: 35426218001

PWS ID (From Page 1): 3054060

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	RDL	Extraction Date	Analysis Date	Analysis Time	DOH Lab Certification #
2005	Endrin	2	ug/L	0.0068	U	EPA 508.1	0.0068	0.01	10/25/2018	10/26/2018	11:27	E83079
2010	Lindane	0.2	ug/L	0.0030	U	EPA 508.1	0.0030	0.02	10/25/2018	10/26/2018	11:27	E83079
2015	Methoxychlor	40	ug/L	0.087	U	EPA 508.1	0.087	0.1	10/25/2018	10/26/2018	11:27	E83079
2020	Toxaphene	3	ug/L	0.59	U	EPA 508.1	0.59	1	10/25/2018	10/26/2018	11:27	E83079
2031	Dalapon	200	ug/L	0.89	U	EPA 515.3	0.89	1	10/31/2018	11/01/2018	02:40	E83079
2032	Diquat	20	ug/L	0.30	U,J	EPA 549.2	0.30	0.4	10/26/2018	10/31/2018	18:27	E83079
2033	Endothall	100	ug/L	3.3	U,J	EPA 548.1	3.3	9	10/29/2018	11/05/2018	17:37	E83079
2034	Glyphosate	700	ug/L	4.2	U	EPA 547	4.2	6	10/25/2018	10/25/2018	14:35	E83079
2035	Di(2-ethylhexyl)adipate	400	ug/L	0.37	U	EPA 525.2	0.37	0.6	10/25/2018	10/26/2018	11:44	E83079
2036	Oxamyl (Vydate)	200	ug/L	0.18	U	EPA 531.1	0.18	2	10/27/2018	10/27/2018	04:25	E83079
2037	Simazine	4	ug/L	0.067	U	EPA 508.1	0.067	0.07	10/25/2018	10/26/2018	11:27	E83079
2039	Di(2-ethylhexyl)phthalate	6	ug/L	0.48	U	EPA 525.2	0.48	0.6	10/25/2018	10/26/2018	11:44	E83079
2040	Picloram	500	ug/L	0.094	U	EPA 515.3	0.094	0.1	10/31/2018	11/01/2018	02:40	E83079
2041	Dinoseb	7	ug/L	0.16	U	EPA 515.3	0.16	0.2	10/31/2018	11/01/2018	02:40	E83079
2042	Hexachlorocyclopentadinene	50	ug/L	0.031	U	EPA 508.1	0.031	0.1	10/25/2018	10/26/2018	11:27	E83079
2046	Carbofuran	40	ug/L	0.21	U	EPA 531.1	0.21	0.9	10/27/2018	10/27/2018	04:25	E83079
2050	Atrazine	3	ug/L	0.077	U	EPA 525.2	0.077	0.1	10/25/2018	10/26/2018	11:44	E83079
2051	Alachlor	2	ug/L	0.034	U	EPA 508.1	0.034	0.2	10/25/2018	10/26/2018	11:27	E83079
2063	2,3,7,8-TCDD (Dioxin)	0.03	ng/L					0.005				
2065	Heptachlor	0.4	ug/L	0.012	U	EPA 508.1	0.012	0.04	10/25/2018	10/26/2018	11:27	E83079
2067	Heptachlor epoxide	0.2	ug/L	0.0029	U	EPA 508.1	0.0029	0.02	10/25/2018	10/26/2018	11:27	E83079
2105	2,4-D	70	ug/L	0.081	U	EPA 515.3	0.081	0.1	10/31/2018	11/01/2018	02:40	E83079
2110	2,4,5-TP (Silvex)	50	ug/L	0.16	U	EPA 515.3	0.16	0.2	10/31/2018	11/01/2018	02:40	E83079
2274	Hexachlorobenzene	1	ug/L	0.018	U	EPA 508.1	0.018	0.1	10/25/2018	10/26/2018	11:27	E83079
2306	Benzo(a)pyrene	0.2	ug/L	0.013	U	EPA 525.2	0.013	0.02	10/25/2018	10/26/2018	11:44	E83079
2326	Pentachlorophenol	1	ug/L	0.040		EPA 515.3	0.030	0.04	10/31/2018	11/01/2018	02:40	E83079
2383	Polychlorinated biphenyls (PCBs)	0.5	ug/L	0.078	U	EPA 508.1	0.078	0.1	10/25/2018	10/26/2018	11:27	E83079
2931	Dibromochloropropane	0.2	ug/L	0.0062	U	EPA 504.1	0.0062	0.02	10/29/2018	10/29/2018	22:18	E83079
2946	Ethylene Dibromide (EDB)	0.02	ug/L	0.0073	U	EPA 504.1	0.0073	0.01	10/29/2018	10/29/2018	22:18	E83079
2959	Chlordane	2	ug/L	0.046	U	EPA 508.1	0.046	0.2	10/25/2018	10/26/2018	11:27	E83079

**NOTE:** Results indicating non-detection with a reported lab MDL >50% of the MCL will not be accepted for compliance.

Diquat by EPA 549.1 J=Estimated Value. Analyte recovery in the laboratory control sample (LCS) was below QC limits. Results for this analyte in associated samples may be biased low. Endothall by EPA 548.1 Estimated Value. Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery. RPD value was outside control limits.

Reporting Format 62-550.730

Effective January 1995, Revised December 2012

\*Results must be reported with appropriate qualifiers in accordance with Florida Administrative Code Rule 62-160, Table 1. Results qualified with A, F, H, N, O, T, Z, ?, \*, are unacceptable for compliance with 62-550. Results qualified with a J, Q, R, or Y must be accompanied by written justification and will be evaluated on a case by case basis. To avoid a monitoring violation, unacceptable results must be replaced with acceptable results from samples collected during the same monitoring period.



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

OTHER CONTAMINANTS

Report Number / Job ID: 35426218001

PWS ID (From Page 1): 3054060

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	Analysis Date	Analysis Time	DOH Lab Certification #
	Nitrogen, NO2 plus NO3	10	mg/L	0.029	I	EPA 353.2	0.025	10/25/2018	10:07	E83079
	PCB-1016 (Aroclor 1016)		ug/L	0.078	U	EPA 508.1	0.078	10/26/2018	11:27	E83079
	PCB-1221 (Aroclor 1221)		ug/L	0.028	U	EPA 508.1	0.028	10/26/2018	11:27	E83079
	PCB-1232 (Aroclor 1232)		ug/L	0.028	U	EPA 508.1	0.028	10/26/2018	11:27	E83079
	PCB-1242 (Aroclor 1242)		ug/L	0.049	U	EPA 508.1	0.049	10/26/2018	11:27	E83079
	PCB-1248 (Aroclor 1248)		ug/L	0.060	U	EPA 508.1	0.060	10/26/2018	11:27	E83079
	PCB-1254 (Aroclor 1254)		ug/L	0.022	U	EPA 508.1	0.022	10/26/2018	11:27	E83079
	PCB-1260 (Aroclor 1260)		ug/L	0.064	U	EPA 508.1	0.064	10/26/2018	11:27	E83079
	Chloroethane		ug/L	0.50	U,J	EPA 524.2	0.50	10/31/2018	02:11	E83079
	pH		units	8.0		SM2120B-01		10/25/2018	11:21	E83079

Chloroethane by EPA 524.2. J= Estimated Value. Analyte recovery in the laboratory control sample (LCS) was above QC limits. Results for this analyte in associated samples may be biased high.