DOCKET NO. 20250146-WS
FILED 12/18/2025
DOCUMENT NO. 15482-2025
FPSC - COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for transfer of water and wastewater facilities of Useppa Island Utilities Company, Inc. and Water Certificate No. WS249-24-0-W-0-R and Wastewater Certificate No. WS-249-23-S-0-R to UIP Utilities Company LLC, in Lee County, Florida.
_____/

Docket No. _____

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

Useppa Island Utilities Company, Inc. ("Seller") and UIP Utilities Company LLC ("Buyer" and with Seller, "Applicants"), pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037(2), Florida Administrative Code, apply for the transfer of Water Certificate No. WS249-24-0-W-0-R, Wastewater Certificate No. WS-249-23-S-0-R, and the related facilities to UIP Utilities Company, LLC in Lee County, Florida.

FILING FEE

The water system of the utility to be transferred has the capacity to serve up to 152 Equivalent Residential Connections ("ERCs"). The wastewater system of the utility to be transferred has the capacity to serve up to 44 ERCs.[1] Pursuant to Florida Administrative Code Rule 25-30.020(2)(c), the appropriate filing fee is $750.00 the water utility and $750.00 for the wastewater utility. The total filing fee of $1,500.00 is submitted contemporaneously with this application.

[1] Due to Commission rules requiring omission of final "000" values in reporting capacity in annual reports, the amounts reported in Seller's 2024 annual report were reduced by a factor of 100 and are reported as .152 ERCs for the water system and .044 ERCs for the wastewater system.

PART I – APPLICANT INFORMATION

A. Contact Information for Utility/Seller

Utility Name:	Useppa Island Utilities Company, Inc.
Street/Mailing Address:	P.O. Box 640 Bokeelia, Florida 33922
Phone Number:	(239) 283-1061
Fax Number:	Not Available
FEIN:	59-2169020
Email Address:	ronh@ccgcpas.com
Website Address:	www.useppa.com
Water Certificate No:	WS249-24-0-W-0-R
Wastewater Certificate No:	WS-249-23-S-0-R

B. Contact Information for Utility/Seller's Authorized Representative

Name:	Jack O. Hackett, II
Mailing Address:	Farr Law Firm 99 Nesbit Street Punta Gorda, FL 33950
Phone Number:	(941) 639-1158
Fax Number:	(941) 639-0028
Email Address:	jhackett@farr.com

C. Contact Information for Buyer/Applicant

Name :	UIP Utilities Company LLC
Office Street Address:	9132 Strada Place Third Floor Naples, Florida 34108
Phone Number:	(239) 593-2900

Fax Number:	(239) 593-2990
FEIN:	39-3562041
Email Address:	georgep@useppa.com
New Utility Name:	UIP Utilities Company, LLC

D. Contact Information for Buyer's Authorized Representatives

Name:	Theodore R. Walters, Esq. Tristan T. Cavanaugh, Esq. Joshua Bialek, Esq.
Mailing Address:	Porter, Wright, Morris & Arthur LLP 9132 Strada Place, Third Floor Naples, Florida 34108
Phone Number:	(239) 593-2900
Fax Number:	(239) 593-2990
Email Address:	twalters@porterwright.com tcavanaugh@porterwright.com jbialek@porterwright.com kmead@porterwright.com dkerchenski@porterwright.com

E. Contact Information for Person in Possession of Books and Records

Name:	J.R. Hillier
Mailing Address:	P.O. Box 640 Bokeelia, Florida 33922
Phone Number:	(239) 283-1061
Fax Number:	Not Available
Email Address:	jrhillier@useppa.com

If the Public Service Commission audits the books and records of the Utility/Seller as part of this proceeding, then the primary contact point should be Jack O. Hackett, II, at the above-listed

address. Applicants request that both Seller's and Buyer's representatives be copied on all audit correspondence, document and data requests, etc. from the Commission relating to any such audit.

F. Buyer's Business Organization

Buyer is a Florida limited liability company organized on July 16, 2025 as document number L25000327314. Attached as **Exhibit A** are Buyer's Articles of Incorporation filed with the Florida Department of State, Division of Corporations, showing Buyer's business name and active document number.

Buyer is a wholly owned subsidiary of Useppa Island Partners LLC ("Useppa Island Partners"), a Florida limited liability company whose principal address is 9132 Strada Place, Third Floor, Naples, Florida 34108.

PART II – TRANSFER OF CERTIFICATE

A. Description of Sale Agreement

1. Parties and Structure

Attached as **Exhibit B** is a copy of the executed Asset Purchase Agreement, including all auxiliary and supplemental agreements thereto (the "Agreement"). The Agreement was structured as a multi-party asset purchase involving several entities.

Useppa Island is a semi-private island located in Lee County, Florida, accessible only by boat. For decades, the island has operated as a resort-style living community hosting full-time, seasonal, and vacation residents. The principal entity overseeing island's operations was Useppa Inn and Dock Company, Inc., a wholly owned subsidiary of Useppa Inn and Dock Company, Ltd. Supporting Useppa Inn and Dock Company, Inc. in its operations, in addition to several smaller subsidiaries, were Useppa Island Utilities Company, Inc., a water and wastewater

utility wholly owned by Useppa Inn and Dock Company, Ltd., and Useppa Property Company, a real estate company handling Useppa Island property sales.

In early 2025, a group of Useppa Island homeowners organized to purchase the assets composing Useppa Inn and Dock Company, Ltd. and its subsidiaries with the goal of restoring and revitalizing the island. The Agreement reflects the complete transfer of assets from Useppa Inn and Dock Company, Ltd. and its supporting subsidiaries to Useppa Island Partners LLC, Buyer's parent company, and its subsidiaries. Under the terms of the Agreement, in order to effectuate an orderly transfer of the island's water and wastewater utilities, Buyer is to acquire only the assets of Useppa Island Utilities Company, Inc.

The transaction closed on September 22, 2025. Pursuant to Section 5.08(a) of the Agreement, and in accordance with Section 367.071(1), Florida Statutes, and Florida Administrative Code Rule 25-30.037(1)(a), transfer of the assets constituting the regulated utility systems is contingent upon Commission approval. In the interim, Buyer and Seller have executed a Transition Services Agreement, included in the documents composing Exhibit B, pursuant to which Seller will provide all necessary support for continued service of the utility systems until Commission approval.

2. Assets Transferred

The Buyer is acquiring only the assets used to provide regulated utility service. Buyer is not acquiring any of Seller's non-regulated assets or operations included in the transfer, which will be instead transferred to one of Useppa Island Partners LLC's other subsidiaries. Upon Commission approval, the Buyer will assume the Seller's Florida Department of Environmental Protection permits and all contracts necessary to operate the utility, including agreements with U.S. Water Services, CPR Courier, DRMP, Sander's Laboratories, Inc., and Hawkins, Inc. A

copy of all contracts assigned to the Buyer, as well as a Bill of Sale for the assets being acquired, are attached as **Exhibit C**.

The assets being acquired correspond to the utility system assets reported in the Seller's 2024 Annual Report and updated financial statements.

3. Consideration

The total purchase price for the sale of all of the assets and assumed liabilities of Useppa Inn and Dock Company, Inc. and its subsidiaries, including Seller, was $16 million ($16,000,000.00), as set forth in Section 2.04 of the Agreement. This amount reflects the total consideration for the entire transaction, exclusive of applicable closing costs, not solely the utility system transfer. Of the $16 million, $1,752,473.57 constituted the purchase price of the Seller's water and wastewater utilities. The transaction included no other consideration, including salaries, retainer fees, stock, stock options, or assumption of liabilities unrelated to assigned contracts.

The purchase price, less any earnest money, was transferred to the Seller via wire on September 22, 2025. The earnest money paid under the Agreement was solely applied to the purchase of other assets from Useppa Inn and Dock Company, Inc. and was not used for the purchase of Seller's utility systems.

4. Assumed Contracts and Obligations

Under the Agreement, Buyer assumes all contracts, agreements, binding arrangements, bonds, notes, indentures, mortgages, debt instruments, licenses, leases, and other instruments or obligations in effect as of the closing date that are necessary to operate the utility. This includes the Florida DEP permits and operational contracts listed above.

In the interim, Buyer is acting as an administrative agent on behalf of Seller and preparing the utility systems for its acquisition. However, Buyer is not assuming responsibility for any of the

Seller's obligations prior to Commission approval, including customer deposits. Upon Commission approval, the Seller will transfer operations to the Buyer, who will thereafter fulfill all utility-related commitments, obligations, and representations of Seller.

Seller currently holds no developer agreements or lease agreements.

5. Regulatory Approval Contingencies

The transfer of assets constituting the regulated utility systems is contingent upon approval by the Florida Public Service Commission. No obligations related to the utility systems shall bind the Buyer, and Seller remains responsible for all utility operations, until Commission approval is granted.

Upon Commission approval, the Buyer will assume all regulatory responsibilities and maintain compliance with FPSC rules and applicable statutes.

6. Post-Approval Operational Transition

Buyer is currently in the process of obtaining all of Seller's books and records. Upon Commission approval, Buyer will have obtained all books and records of the Seller, including supporting documentation for rate base additions since the last rate base establishment. These records will be maintained in accordance with the 1996 NARUC Uniform System of Accounts.

Buyer will comply with Florida Administrative Code Rules 25-30.110(1)(b) and (c) regarding maintenance of utility records at a location other than the utility's principal office.

B. Financial Ability

1. Formation and Financial Foundation

Buyer was created for the sole purpose of acquiring and operating the Useppa Island water and wastewater systems. Until such acquisition occurs, the Buyer has no standalone historical

financial statements. In lieu of such statements, current bank statements of the Buyer's sole member, Useppa Island Partners, are attached as **Exhibit D**.

Useppa Island Partners, as Buyer's sole member, has executed a Letter of Financial Support with the Buyer pursuant to which it has committed to provide all necessary funding and financial support to ensure the Buyer's long-term viability and the continued provision of reliable utility service. A copy of the Letter of Financial Support is attached as **Exhibit E**.

2. Revenue Enhancements and Financial Strengthening

Following the closing of the sale, Useppa Island Partners took immediate action to ensure long-term profitability. First, Useppa Island Partners raised the monthly assessments from $811 per month to $1,622 per month. It also raised the homeowner dues for the 116 properties on the Island from $222 per month to $444 per month. On January 1, 2026, dues for the 451 non-homeowner social members will be raised from $222 per month to $444 per month and dues for the 258 dining members will be raised from $1,000 per month to $2,000 per month. Cumulatively, the monthly fees Useppa Island Partners will receive will be raised from $2,790,840 per year to $5,581,681 per year. The increase in revenue that will be annually collected is over twice the current net value of the water and wastewater systems. This will allow for Useppa Island Partners to provide Buyer with sufficient capital to operate in the short term and meet any contingencies that arise prior to the implementation of fully self-sufficient rates.

Additionally, Useppa Island Partners is currently in the process of arranging for two large-scale loans, much of which is to be dedicated to the water and wastewater utility systems. First, Buyer has obtained a $5 million loan with Centennial Bank and already received the first $1 million distribution. The second $4 million distribution is to be remitted in late December or early January. Additionally, Buyer is in the process of obtaining a $4 million dollar loan with the United States

Small Business Association. Of the funds obtained, Buyer has already dedicated $2.5 million to restoration of the water and wastewater systems, as discussed below in Section D(3).

3. Planned Capital Funding and Cost Efficiency

Planned renovations to the island's infrastructure and other capital expenditure programs will be funded from investor funds and loans, independent of homeowner assessments and dues. To date, capital expenditures have been realized at only 50% of projected costs through in-house labor and expertise, while construction costs have amounted to approximately 25% of projected amounts.

4. Pro Forma Financial Performance and Contingency Planning

Useppa Island Partners' pro forma financial statements are attached as **Exhibit F**. As demonstrated in the pro forma financial statements, Useppa Island Partners projects strong profitability, continued member growth, and development of a significant reserve fund.

The projected profitability and reserve fund will ensure that any contingencies arising in the operation of the utility can be met, thereby maintaining continuous, reliable, and efficient service.

Until Buyer achieves full operational self-sufficiency, Useppa Island Partners will provide the necessary financial backing to fund required capital and infrastructure improvements and provide adequate working capital to sustain utility operations until fully compensatory rates are implemented.

This arrangement ensures the Buyer will have the financial and operational resources necessary to maintain short-term viability and fulfill its obligations under Florida law and the Florida Administrative Code.

C. Technical Ability

1. Management and Oversight

Buyer's officers and directors do not have prior experience operating water or wastewater utilities. However, as discussed below, Buyer's senior directors possess decades of experience in finance, development, and strategic management, providing relevant expertise for oversight, capital planning, and system investment decisions.

All utility operations are currently managed under contract by U.S. Water Services Corporation ("U.S. Water Services"). Following the Commission's approval, Buyer will continue this contractual arrangement, thereby ensuring the reliable and efficient provision of utility service without interruption. Under this split operational model, U.S. Water Services will manage day-to-day utility operations, while Buyer's directors will provide oversight, direction, and strategic guidance, leveraging their professional experience to strengthen system reliability and support infrastructure improvements.

2. Contracted Operations

Seller's utility operations are fully contracted to U.S. Water Services, a privately held Florida corporation organized in 2003. The Useppa Island water and wastewater utilities have been operated under contract with U.S. Water Services for over a decade. The company's shareholders are professionals with active roles in water and wastewater management. U.S. Water Services employs over 700 utility professionals nationwide, including engineers, certified water and wastewater operators, licensed contractors, maintenance personnel, technical support staff, and project managers. The company currently provides operational services to over 1,000 utility systems and customer service to more than 160,000 customers.

In furtherance of the Useppa Island water and wastewater utility operations, U.S. Water services provides designated, licensed, operators to maintaining and operating the utility systems and develops designated protocols in order to more closely operate the utilities and provide tailored procedures for the provision of reliable, safe water and wastewater operation services.

Currently, U.S. Water Services has designated two individuals to operating and maintaining the Useppa Island water and wastewater utilities, William Edwards, a Class C Drinking Water Treatment Plant Operator, and Eric Sprunger, a Class C Drinking Water Treatment Plant Operator and Class B wastewater treatment operator. Copies of Messrs. Edwards and Sprungers' certifications are attached as **Exhibit G**. Together, Edwards and Sprunger are responsible for:

1. Conducting daily site visits;
2. Maintaining accurate and complete plant operation and laboratory records;
3. Reporting plant breakdowns to the Seller and relevant regulatory agencies;
4. Coordinating annual field evaluations; and
5. Performing field testing, sample analysis, and other operational tasks required to maintain regulatory compliance.

All operation procedures are conducted in accordance with U.S. Water Services standard operating procedure attached as **Exhibit H**. Further U.S. Water Services maintains a detailed emergency response procedure specific to the Useppa Island water and wastewater utilities. A copy of the emergency response procedure is attached as **Exhibit I**.

Pursuant to the Agreement, Seller has assigned its contract for operation of the Useppa Island water and wastewater utilities to Buyer. Buyer currently ensures that all contractor activities are recorded and preserved in accordance with Florida Administrative Code Rule 25-30.110 and will continue to do so upon Commission approval of the acquisition.

3. Customer Service and Billing Responsibilities

Buyer is currently and will continue to be responsible for computing, printing, and sending monthly bills to customers and for collecting payments as well as handling customer service.[2] Under these responsibilities, Buyer will field and process customer bill inquiries, make bill adjustments, address customer requests for payment plans, and interact with Commission Staff regarding billing issues as necessary. Buyer's employees are trained to route any customer service complaints and inquiries to the service contractor.

Buyer is currently in the process of developing several customer-service measures to implement upon Commission approval of the acquisition. Among these measures is a dedicated 24-hour, utility-specific phone line. During normal business hours, customers can contact a utility representative to address any concerns they may have. Outside of normal business hours, customers will be provided two options: a non-emergency option and emergency option. If a customer calls with a non-emergency request, they will be directed to a dedicated voicemailbox to which they can leave their message. If a customer calls with an emergency, no matter the hour, the system will notify appropriate personnel to respond to the emergency call. This system ensures that customer service issues can be addressed quickly and efficiently and that potential emergencies can be met as soon as they arise.

Finally, Buyer is establishing a utility-specific webpage and dedicated email address to keep customers informed of their utility service and provide for online bill paying options.

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[2] Buyer currently computes, prints, and sends monthly bills to customers and collects payment under such bills. As Buyer is yet to be authorized by the Commission to provide utility services and does not have an approved rate, this task is ministerial only. The rates charged are Seller's approved rates and all revenues obtained are forwarded to Seller, who maintains primary responsibility for the operation of the water and wastewater utility systems. Buyer's participation is solely to ensure the ongoing provision of reliable services and to effectuate a smooth transition for utility customers.

D. Territory Description, Public Interest, and Facilities

1. Territory Description

Buyer proposes the following described service territory in Lee County, Florida: Township 44 South, Range 21 East, Section 9. This is the same territory currently served by Seller pursuant to the Commission's original grant to Seller of the water and wastewater certificates of authorization in Order No. 10900.[3]

2. Public Interest Statement

Approval of the proposed transfer of the Useppa Island water and wastewater systems to Buyer is in the public interest. Buyer's acquisition of the water and wastewater systems will lead to enhanced reliability, more efficient service, and better consumer experience—all of which are components of the Commission's public interest standard.[4]

Buyer's sole member and manager, Useppa Island Partners, is comprised of experienced professionals with decades of business and operational leadership across multiple industries. Among the directors responsible for overseeing utility operations are Simon Bound, Steven Mezynieski, and George Preckwinkle.

Simon Bound is a veteran investment research and capital markets executive with extensive financial expertise. Mr. Bound served a decade in the Royal Navy, followed by a tenure with British Intelligence, during which he received the Queen's Gallantry Medal for heroic rescue efforts. In the financial sector, Mr. Bound has established businesses in the United States and Europe, served as Director of Global Research at Morgan Stanley, leading an international research

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[3] *See In re: Application of Useppa Island, Inc. for a certificate to operate a water and sewer utility in Lee County, Florida*, Docket No. 810268-WS(AP), 1982 Fla. PUC LEXIS 563, at 6 (Jun 16, 1982).

[4] *See Sierra Club v. Brown*, 243 So. 3d 903, 911 (Fla. 2018) (stating that Commission's general consideration of costs, effects on ratepayers, and reliability in interpreting public interest coincides with general purpose of Commission as well as statutory prescription of factors for consideration).

team, and as a Partner at Fulcrum Asset Management, where he oversaw institutional sales, asset management, and investment research.

Steven Mezynieski brings decades of experience in redevelopment, including technical and managerial expertise in excavation, drainage, construction, and land development. As a Manager of Useppa Island Partners, he oversees all island redevelopment and capital investment projects. Following multiple hurricanes that damaged Useppa Island's infrastructure, Mr. Mezynieski's experience has enabled the implementation of cost-efficient restoration and improvement projects, utilizing in-house development and construction capabilities.

George Preckwinkle is an experienced businessman and public servant. He owns 13 retail hardware stores in Illinois and served nearly two decades on the Sangamon County Board, including as Chair of the Finance Committee. Mr. Preckwinkle has also served as trustee of Blackburn College, president of the Memorial Medical Center Foundation, president of the YMCA of Springfield, Illinois, and campaign chair for United Way of Central Illinois.

With other managers of Useppa Island Partners, Mr. Bound, Mr. Mezynieski, and Mr. Preckwinkle are committed to restoring and enhancing the island's infrastructure and business operations. Buyer's management will ensure that the water and wastewater utilities are restored, capital investments are completed, and the utility systems operate reliably and efficiently, meeting the needs of all of the island's inhabitants.

Transferring the utility systems in conjunction with the island's other assets will allow for streamlined, integrated oversight, creating greater operational responsiveness. The integration will provide direct management, cost efficiencies and economies of scale, and enhanced service reliability. Additionally, the proposed transfer ensures uninterrupted utility service during and after the transition. Operations will continue under contract with U.S. Water Services, which brings a

proven record of reliability in water and wastewater utility operations, to ensure continuous and reliable service. Customers will experience no disruption in service, inspections, reporting, or meter reading. The transaction is also structured to avoid immediate rate increases. Any future adjustments to rates will be implemented only in accordance with Commission-approved procedures. Customers will benefit from the same regulatory protections and service standards currently in place under the Seller's operations.

Transferring the utility systems along with the island's other assets further allows for streamlined oversight, cost efficiencies, and economies of scale. This integrated approach provides more direct and responsive control over operations, enabling quicker decision-making for maintenance, capital projects, and service improvements. The Buyer's management, together with U.S. Water Services, will ensure full compliance with FPSC rules, DEP permits, and other regulatory obligations. All operational activities, reporting, and recordkeeping will be maintained in accordance with Florida Administrative Code Rule 25-30.110.

While the Buyer is a newly formed entity, potential risks are fully mitigated by: (i) contracted operations managed by a highly experienced utility operator; (ii) financial backing and interim funding commitments from Useppa Island Partners; and (iii) oversight from directors with extensive experience in development, finance, and infrastructure management. For these reasons, the proposed transfer is consistent with the public interest, as it better ensures the long-term viability, efficiency, and reliability of the Useppa Island water and wastewater systems.

3. Condition of the System

No governmental authorities are presently requiring repairs or improvements to the systems. However, in order to restore the utilities' infrastructure and ensure more reliable, efficient service upon Commission approval, Buyer is currently arranging for an independent engineering

firm to conduct an analysis of the utility systems' infrastructure components to identify areas of concern than need repair or updating.

Presently, Buyer intends, upon Commission approval of the transfer of the utility systems, to replace the potable water systems' 100,000-gallon storage tank and to update the tank's aeration system. Buyer further intends to replace the majority of the water and wastewater systems' underground pipeline systems. Buyer has conducted extensive surveys and analyses of the island's utility systems, which have revealed significant risks and poor conditions in the current water and wastewater pipe systems. Buyer intends, upon Commission approval and after securing all regulatory approvals required, to replace the majority of the water and wastewater pipe systems and bury the pipe systems at a deeper depth to prevent future damage. Finally, Buyer intends to replace or reline multiple of the wastewater system's concrete structures. All of Buyer's revitalization and restoration projects will be completed after obtaining an independent engineer's evaluation of the system and with all required Commission and other regulatory approval.

4. Right to Continued Long-Term Use of Land

Attached as **Exhibit J** is the recorded deed conveying the property owned by Seller for the utility systems to Buyer. *See* Disclosure Schedule 2.01(i) and Appendix 1 of the Agreement for additional information relating to title transfer.

5. Current Permits

Attached as **Exhibit K** are copies of Seller's latest permits from the Florida Department of Environmental Protection. The permits include: (a) Domestic Wastewater Facility Permit No. FLA014494; (b) Underground Injection Control Class V, Group 4, Injection Well System Operation Permit No. 045884-0005-UO/5O; (c) Industrial Wastewater Facility Permit No. FLA146102; and (d) Permit to Construct Potable Water Storage Tank No. 129531-005-WC.

The Class V, Group 4 Injection Well System Permit No. 045884-0005-UO/5O expired on July 16, 2025 and was renewed on December 2, 2025. The Domestic Wastewater Facility Permit No. FLA.014494 expired on August 20, 2025 and is in the process of renewal. The Industrial Wastewater Facility Permit No. FLA146102 expired on October 26, 2025 and is in the process of renewal. The Permit to Construct Potable Water Storage Tank No. 129531-005-WC expires on November 5, 2029. Seller is currently responsible for and in the process of renewing the expired Domestic Wastewater Facility Permit and Permit to Construct Potable Water Storage Tank. Buyer will be responsible for renewing all permits thereafter. Seller has also initiated, with the DEP's assistance, the transfer of all of the permits to Buyer, which will be finalized upon the Commission's approval.

Buyer also has a General Water Use Permit, number 36-03239-W, from the South Florida Water Management District. The South Florida Water Management District Permit does not expire until August 29, 2031. A copy of the South Florida Water Management District permit is attached as **Exhibit L**.

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

Attached as **Exhibit M** is a copy of the most recent DEP compliance inspection report. As detailed, as of the date of the report, April 4, 2025, the DEP found Seller in compliance.

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

Reports and correspondence between Seller and DEP are available at the following links:

(a) Domestic Wastewater Facility:

https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/FLA014494/facility!search

(b) Underground Injection Control Class V, Group 4, Injection Well System: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/98998/facility!search

(c) Industrial Wastewater Facility: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/FLA146102/facility!search

(d) Permit to Construct Potable Water Storage Tank: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/5360299/facility!search

8. Customer Complaints

In the past five years, Seller has obtained two customer complaints. The complaints, and Seller's responses, are attached as **Exhibit N**.

E. Proposed Tariff

Attached as **Exhibit O** is a copy of Seller's current rates and tariffs. Upon Buyer's assumption of the utility operations, it will maintain Seller's current filed rates and tariffs until it files a new rate case.

F. Accounting Information

1. Net Book Value

The best information currently available regarding the Net Book Value ("NVB") of the assets that Buyer proposes to acquire is Seller's 2024 Annual Report and Balance Sheet. As shown in the 2024 Annual Report attached as **Exhibit P**, as of December 31, 2024, Seller's assets totaled $1,289,193.00. As reported in the balance sheet attached as **Exhibit Q**, Seller's assets as of August, 2025 totaled $1,285,019.00.

2. Rate Base

Rate base was last established in Docket No. 110260-WS. On August 10, 2012, the Commission approved a Joint Motion Requesting Approval of Settlement Agreement between the various parties through issuance of Order No. PSC-12-0406-PAA-WS, which became final on September 5, 2012 upon the issuance of Order No. PSC12-0457-CO-WS. Order Nos. PSC-12-0406-PAA-WS and PSC-12-0457-CO-WS set a two-phase rate approach. The Commission established a Phase I rate base and revenue requirement and retained jurisdiction to set a Phase II rate base and revenue requirement to account for proforma plant improvements.

On July 22, 2014, Seller filed a letter with the Commission indicating that the deep well injection project for Phase II had been completed. By Order No. PSC-15-0029-PAA-WS, on January 8, 2015, the Commission corrected inaccuracies in the Phase I wastewater rates and established Phase II Rates. The revenue requirements established through Commission Orders Nos. PSC-12-0406-PAA-WS; PSC12-0457-CO-WS; and PSC-15-0029-PAA-WS, represent the current revenue requirements and rates.

The monthly water rates are divided into two classes: Residential and General Service and Fire Protection Service. The Residential and General Service class rates are calculated by using a Base Facility Charge by Meter Size plus a fixed volumetric fee per 1,000 gallons consumed. The Fire Protection Service rates are a fixed monthly base rate. The monthly wastewater rates are also divided into two classes: Residential and General Service. Both of the wastewater classes' rates are calculated by using a Base Facility Chage by Meter Size plus a fixed volumetric fee per 1,000 gallons consumed, though the Residential class is subject to a 6,000-gallon cap.

Since the Commission's January 8, 2015 Order, the utilities' rate base has significantly changed, and Buyer intends to file a new rate proceeding once the Commission approves transfer.

3. Federal Income Tax Returns

Buyer is in the process of obtaining copies of Seller's federal income tax returns for fiscal year 2011, when the Commission last established Seller's rate base, through fiscal year 2024.

4. Regulatory Assessment Fees, Fines or Refunds

Any outstanding regulatory assessment fees, fines, or refunds must be fully satisfied by the Seller prior to closing. No such outstanding assessment, fees, fines, or refunds are known to either Seller or Buyer. Buyer will become responsible for paying any regulatory assessment fees and filing the annual reports due following the Commission's approval of this transfer. Seller remains responsible for assessment fees and annual reports until the Commission approves transfer.

5. Economies of Scale

While the size of the utility system is inherently constrained by the fixed population of Useppa Island, the proposed transfer is nevertheless expected to generate meaningful operational efficiencies and cost savings for ratepayers.

Under the proposed ownership and governance structure, all island operations will be owned and managed by related, resident-led entities, aligning ownership interests directly with those of the ratepayers. This alignment is expected to reduce administrative overhead, eliminate profit-motivated decision making in utility operations, and facilitate coordinated long-term capital planning, resulting in more efficient use of financial resources for system improvements and infrastructure investments.

Integration of utility governance with existing community maintenance functions will allow the Buyer to coordinate vendor procurement and contracting for related services such as grounds maintenance, infrastructure repairs, and equipment servicing. By leveraging combined

purchasing power and consolidating operational oversight, the Buyer can achieve modest but tangible cost savings relative to a separately managed utility.

As the utility systems will be owned and operated by the island's residents, there is a strong incentive for proactive asset stewardship, reducing the likelihood of deferred maintenance and minimizing future repair costs. Preventative maintenance and timely capital investment will enhance the long-term reliability and efficiency of the water and wastewater systems.

Although traditional economies of scale associated with larger customer bases are not applicable, the proposed transfer is expected to produce measurable administrative, operational, and financial efficiencies. These efficiencies will ultimately benefit ratepayers by providing a transparent, accountable, and cost-effective structure, ensuring the sustainability and long-term viability of the utility systems.

G. Notice Requirements

Attached as **Exhibit R** is Buyer and Sellers proposed notice of application, as soon as the notice is approved, Buyer will send the notice to all customers and applicable government entities and will then file affidavits of noticing and publication as required.

PART III – SIGNATURE

Application respectfully submitted by:

Useppa Island Utilities Company, Inc.	**UIP Utilities Company, LLC**
Sanae Beckstead DIGITALLY SIGNED	*Steve Mezynieski* DIGITALLY SIGNED
Sanae Beckstead President	Steve Mezynieski, Chief Executive Officer Useppa Island Partners, LLC
Date: 12/17/2025 11:01 AM EST	Date: 12/18/2025 11:58 AM EST

EXHIBIT A

(Buyer's Corporate Documents)

Electronic Articles of Organization
For
Florida Limited Liability Company

L25000327314
FILED 8:00 AM
July 16, 2025
Sec. Of State
ajsponholtz

Article I

The name of the Limited Liability Company is:

UIP UTILITIES COMPANY LLC

Article II

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

9132 STRADA PL
THIRD FLOOR
NAPLES, FL. US 34108

The mailing address of the Limited Liability Company is:

9132 STRADA PL
THIRD FLOOR
NAPLES, FL. US 34108

Article III

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

ACME AGENT FLORIDA LLC
9132 STRADA PL
THIRD FLOOR
NAPLES, FL. 34108

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

Registered Agent Signature: THEODORE R. WALTERS

Article IV

L25000327314
FILED 8:00 AM
July 16, 2025
Sec. Of State
ajsponholtz

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

Title: MGR
USEPPA ISLAND PARTNERS LLC
9132 STRADA PL, THIRD FLOOR
NAPLES, FL. 34108 US

Signature of member or an authorized representative

Electronic Signature: THEODORE R. WALTERS

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

EXHIBIT B

(Asset Purchase Agreement and Auxiliaries)

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "**Agreement**") is made as of June 27, 2025 (the "**Agreement Date**"), by and among Useppa Island Partners LLC, a Florida limited liability company and/or its assigns as provided herein (the "**Buyer**"), Useppa Inn and Dock Company, Ltd., a Florida limited partnership ("**Useppa Inn**"),Useppa Island Utilities Company, Inc., a Florida corporation ("**Useppa Utilities**"), Useppa Property Company, Inc., a Florida corporation ("**Useppa Property**") and together with Useppa Inn and Useppa Utilities, the "**Sellers**" and each, a "**Seller**"), Useppa Inn and Dock Company, Inc., a Florida corporation, as the general partner of Useppa Inn ("**GP**", and, together with the Sellers, each a "**Selling Party**" and collectively, the "**Selling Parties**"), Sanae Beckstead as Trustee of the Sanae Beckstead Trust dated March 6, 2000 as amended, and Donald G. Beckstead, (the "**Sellers' Representative**"). Each of the Selling Parties, the Buyer, and the Sellers' Representative are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties.**"

RECITALS

WHEREAS, the Sellers desire to sell to Buyer, and Buyer desires to purchase from the Sellers the Purchased Assets (defined below), and Buyer desires to assume the Assumed Liabilities (defined below), in each case, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Certain Definitions. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

"**Action**" shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

"**Affiliate**" shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual (A) immediate family members of such individual (spouse, sibling, parent or children), by blood, adoption, or marriage, and (B) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means, with respect to any Person, the possession, directly or indirectly, of ten percent (10%) or more of the outstanding voting power or economic interest of such Person.

"**Agreement**" shall have the meaning set forth in the preamble to this Agreement

"**Agreement Date**" shall have the meaning set forth in the preamble to this Agreement.

"**Allocations**" shall have the meaning set forth in Section 2.03.

"**Annual Financial Statements**" shall have the meaning set forth in Section 3.12(a).

"**Assigned Contracts**" shall have the meaning set forth in Section 2.01(a).

"**Assumed Liabilities**" shall have the meaning set forth in Section 2.02.

"**Bill of Sale and Assignment and Assumption Agreement**" shall have the meaning set forth in Section 6.02(b).

"**Business**" shall mean the businesses as conducted by the Sellers as of the last twelve (12) months immediately preceding the Closing, including, but not limited to, the businesses listed on **Exhibit A.**

"**Business Day**" shall mean any day other than a Saturday or Sunday or other day on which banks are required or authorized to close in Lee County, Florida.

"**Buyer**" shall have the meaning set forth in the preamble to this Agreement.

"**Buyer Indemnified Parties**" shall have the meaning set forth in Section 7.02.

"**CARES Act**" means the Coronavirus Aid, Relief and Economic Security Act, and all regulations and guidance issued by any Governmental Body with respect thereto, as in effect from time to time.

"**Closing**" shall have the meaning set forth in Section 6.01.

"**Closing Cash Payment**" shall have the meaning set forth in Section 2.04(c).

"**Closing Date**" shall have the meaning set forth in Section 6.01.

"**Code**" shall mean the Internal Revenue Code of 1986, *as* amended.

"**Confidential Information**" shall mean any and all technical, business and other information of, or relating to, the Business or the Purchased Assets and that are not generally known to other Persons, whether or not constituting a trade secret, including technical or non-technical data, compositions, devices, methods, techniques, drawings, inventions, know-how, processes, financial data, financial plans, audit plans, lists of actual and potential customers or suppliers, information regarding acquisition and investment plans and strategies, business plans, or operations. Confidential Information includes any such information of Third Parties that any Seller is obligated to or does keep or treat as confidential.

"**Contract**" shall have the meaning set forth in Section 2.01(a).

"COVID-19" means the diseases caused by SARS-CoV-2 virus or COVID-19, and any evolutions or mutations thereof or related and/or associated epidemics, pandemics, or disease outbreaks.

"COVID-19 Effect" means any event, condition, state of facts, change, occurrence, circumstance, or development related to: (i) the presence, transmission, threat, or fear of COVID-19; or (ii) any mandatory or advisory restriction, quarantine, "shelter in place," "stay at home," workforce reduction, remote or telework policy, social distancing, shut down, closure, sequester, or other Law issued by any Governmental Body in connection with, or in response to, COVID-19.

"Deferred Payroll Taxes" means any employer payroll Taxes of any Seller incurred at or prior to the Closing which has been deferred under the CARES Act.

"Deposit" means the sum of five hundred thousand U.S. Dollars ($500,000.00).

"Direct Claim" shall have the meaning set forth in Section 7.04(c).

"Disclosure "Schedules" shall have the meaning set forth in Section 2.01.

"Due Diligence "Period" shall have the meaning set forth in Section 6.02(e).

"Employee Benefit "Plan" shall have the meaning set forth in Section 3.16.

"Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C..§ 7401 et seq., and all other applicable Laws relating to (i) pollution or the protection of the environment; (ii) human exposure to any Hazardous Material; (iii) worker health and safety; or (iv) the use, generation, storage, treatment, manufacture, distribution, transportation, processing, handling, disposal, or release of any Hazardous Material, petroleum, petroleum products, petroleum by-products, or breakdown products, radioactive materials, asbestos-containing materials or polychlorinated biphenyls, or any chemical, material, or substance defined or regulated as toxic or hazardous or as a pollutant, contaminant, or waste.

"Environmental Permits" shall mean any local, state, or federal permit, approval, identification number, certification, license, or other authorization required under, or issued pursuant to, any applicable Environmental Law.

"Equitable Exceptions" shall have the meaning set forth in Section 3.02.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"**Excluded Assets**" shall have the meaning set forth in Section 2.01.

"**Excluded Liabilities**" shall have the meaning set forth in Section 2.02.

"**Excluded Taxes**" shall mean (i) all Taxes with respect to the Purchased Assets and the Business for a Pre-Closing Tax Period, and (ii) all Taxes of the Sellers.

"**Financial Statements**" shall have the meaning set forth in Section 3.12.

"**Fundamental Representations**" shall mean the representations and warranties contained in Section 3.01 (Organization; Good Standing), Section 3.02 (Power and Authority), Section 3.03 (Title to, and Sufficiency of, the Purchased Assets) [but excluding any matters which constitute Permitted Exceptions], Section 3.10 (Environmental), Section 3.13 (Capitalization), Section 3.18 (Brokers' Fees), Section 3.21 (Taxes), Section 4.01 (Organization; Good Standing), Section 4.02 (Power and Authority), and Section 4.04 (Brokers' Fees).

"**GAAP**" means United States generally accepted accounting principles, consistently applied.

"**Governance Records**" shall mean, with respect to any Seller, such Seller's Organizational Documents, qualifications to conduct business as a foreign limited liability company, arrangements with registered agents relating to foreign qualification, taxpayer and other identification numbers, seals, minute books, unitholder and unit transfer records and all other similar limited liability company records of such Seller.

"**Governmental Body**" or "**Governmental Bodies**" shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"**Hazardous Materials**" shall mean (i) any chemical, material or substance that is defined as, or included in the definition of, "waste," "recycled materials," "hazardous substances," "hazardous waste," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under any applicable Environmental Law, (ii) any petroleum or petroleum products, diesel fuel, gasoline, radioactive materials, acids, caustics, asbestos, urea formaldehyde foam insulation, transformers, or other equipment that contain dielectric fluid containing polychlorinated biphenyls, noise, odors, mold and radon gas; or (iii) any chemicals, materials or substances that are regulated by, or controlled pursuant to, any Environmental Laws.

"**Inbound License**" shall mean any Contract pursuant to which any Seller is authorized or otherwise permitted to access, or exploit any other Person's Intellectual Property, including any software license, patent license, copyright license, trademark license, or any Contract pursuant to which any Seller obtains a right to use, access, or exploit a Person's Intellectual Property in the form of Software license or services, such as a software as a services Contract or a cloud services Contract.

"Indebtedness" shall mean, without duplication and with respect to the Sellers, whether or not contingent, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services, (iii) all obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease or finance lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance, or similar credit transactions; (vii) all obligations secured by any Lien existing on any property of any Seller, whether or not the indebtedness secured thereby has been assumed; (viii) any Deferred Payroll Taxes, loans or other benefits received under the CARES Act or any similar government relief programs related to COVID-19, whether on balance sheet or off; (ix) guarantees made by the Sellers on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (viii); and (x) any unpaid interest, prepayment penalties, premiums, costs and fees related to the obligations referred to in the foregoing clauses (i) through (ix).

"Indemnified Party" shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article VII.

"Indemnifying Party" shall mean a Party against whom a claim for indemnification is asserted under Article VII.

"Insurance Policies" shall have the meaning set forth in Section 3.23.

"Intellectual Property" shall mean any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of, and symbolized by, the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement and any other rights relating to any of the foregoing).

"Inventory" shall have the meaning set forth in Section 2.01(j).

"IP Assignment Agreements" shall have the meaning set forth in Section 6.02(b).

"Knowledge" shall mean, with respect to the Sellers, the actual or constructive knowledge of Donald G. Beckstead, after due inquiry.

"Law" shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

"Liabilities" shall mean any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or otherwise.

"Lien" shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use restrictions on transfer, defect of title, or other encumbrance of any sort.

"Litigation" shall mean the lawsuit with the Plaintiff/Third-Party Defendants/Counter-Plaintiffs and Plaintiff's class in that certain case styled: David C. Nutting v. Useppa Inn and Dock

Company, LTD, et al (Case No. 23-CA-010535), pending in the Circuit Court of Lee County, Florida and in the Sixth District Court of Appeals.

"Losses" shall have the meaning set forth in Section 7.02.

"Material Contract" shall have the meaning set forth in Section 3.08(a).

"Material Supplier" shall have the meaning set forth in Section 3.20.

"Notice of Claim" shall have the meaning set forth in Section 7.04.

"Open Source Software" shall mean Software that is licensed or distributed under any license approved by the Open Source Initiative (as listed at http://www.opensource.org/licenses), which licenses include the GNU GPL, the GNU LGPL, the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License, the Academic Free License, the BSD license, and the Apache License.

"Organizational Documents" shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, limited partnership agreement and other organizational documents of such Person, in each case, together with any amendments thereto.

"Outbound Licenses" means any Contract pursuant to which any Seller authorizes or otherwise permits any other Person to access or exploit any Seller's IP, including any Software license, patent license, copyright license, trademark license, or any Contract pursuant to which a Person obtains a right to access or exploit any Seller's IP in the form of a Software license or services, such as a software as a services Contract or a cloud services Contract.

"Outstanding Claim" shall have the meaning set forth in Section 7.07.

"Party" or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

"Permit" shall have the meaning set forth in Section 2.0l(d).

"Permitted Liens" shall mean Liens for tangible personal property or real property taxes on the Purchased Assets not yet delinquent or being contested in good faith by appropriate proceedings and for which the parties have appropriately prorated same as of the Closing Date.

"Person" shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

"Pre-Closing Tax Period" shall mean (i) a taxable period ending on or prior to the Closing date and (ii) the portion of a Straddle Period ending on the Closing Date.

"Pro Rata Share" shall mean one million dollars ($1,000,000) to Useppa Property, and the balance to Useppa Inn and Useppa Utilities in accordance with the final allocation schedule set forth in Section 2.03, provided, however, Seller hereby directs that any Pro Rata Share due to Useppa Utilities hereunder shall be paid directly to its sole shareholder, Useppa Inn.

"**Property Taxes**" means property Taxes and other similar Taxes imposed on a periodic basis.

"**Purchase Price**" shall have the meaning set forth in Section 2.04.

"**Purchased Assets**" shall have the meaning set forth in Section 2.01.

"**Real Property**" shall have the meaning set forth in Section 2.0l(i).

"**Receivables**" means all accounts receivable, trade receivables, notes receivable, and other receivables of the Sellers.

"**Release**" shall mean any release, deposit, disposal, or leakage of any Hazardous Material at, into, upon, or under any land, water, or air, or otherwise into the environment, including, without limitation, by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, pouring, escaping, emptying, placement, and the like.

"**Representative Matters**" shall have the meaning set forth in Section 12.19.

"**Restricted Business**" shall mean the Business as conducted immediately prior to the Closing.

"**Restricted Parties**" means the Selling Parties and the Sellers' Representative.

"**Restricted Transfer**" shall have the meaning set forth in Section 5.03.

"**Restriction Period**" shall have the meaning set forth in Section 5.04(a).

"**Sanctioned Person**" shall mean any Person that is: (i) listed on any US-based Sanctions-related list of designated or blocked Persons; (ii) resident in, or organized under the Laws of a country or territory that is the subject of comprehensive restrictive Sanctions (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine); or (iii) majority-owned or controlled by any of the foregoing.

"**Sanctions**" shall mean economic or financial sanctions or trade embargoes imposed, administered, or enforced by: (i) the United States government, including those administered by the U.S. Department of the Treasury, Office of Foreign Assets Control; (ii) the European Union and implemented by its member states; (iii) the United Nations Security Council; or (iv) Her Majesty's Treasury of the United Kingdom.

"**Seller**" shall have the meaning set forth in the preamble to this Agreement.

"**Seller Indemnified Parties**" shall have the meaning set forth in Section 7.03.

"**Seller Indemnifying Parties**" shall have the meaning set forth in Section 7.02.

"Seller Lease" shall have the meaning set forth in Section 3.23.

"Sellers' IP" shall have the meaning set forth in Section 2.0l(c).

"Sellers' Representative" shall have the meaning set forth in the preamble to this Agreement.

"Selling Parties" shall have the meaning set forth in the preamble to this Agreement.

"Software" means all computer programs (including any and all software implementation of algorithms, models and methodologies whether in Source Code or object code), associated databases and computations, and documentation (including user manuals and training materials) relating to any of the foregoing.

"Source Code" means computer software and code, in a form other than object code form, including: (i) related programmer comments and annotations, help text, data and data structures, and instructions; and (ii) procedural, object-oriented and other code, in each case, which may be printed out or displayed in human readable form.

"Straddle Period" shall mean any Tax period beginning on or prior to the Closing Date and ending after the Closing Date.

"Tangible Personal Property" shall have the meaning set forth in Section 2.0l(b).

"Tax" or **"Taxes"** shall mean any U.S. federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Returns" shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party" or **"Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

"Third-party Claim" shall have the meaning set forth in Section 7.04.

"Transaction Agreements" shall mean the Bill of Sale and Assignment and Assumption Agreements, the IP Assignment Agreements, the Transition Services Agreements, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

"Transferred Employees" shall have the meaning set forth in Section 5.05(a).

"Transferred Permits" shall have the meaning set forth in Section 2.0l(d).

"Transition Services Agreements" shall have the meaning set forth in Section 6.02(b).

"WARN" shall mean the Worker Adjustment and Retraining Notification Act of 1988 and any similar state or local Law.

"Wire Instructions" shall have the meaning set forth in Section 2.04.

ARTICLE II
ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.01. Assignment of the Purchased Assets to the Buyer. Upon the terms and subject to the conditions set forth herein, each Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from each Seller, all of such Seller's right, title, and interest in and to the assets, properties, and rights of every kind and nature, whether tangible or intangible (including goodwill) which relate to, or are used or held for use in connection with, the Business, free and clear of any Liens, but excluding the Excluded Assets. All of the foregoing (other than the Excluded Assets) are collectively referred to in this Agreement as the **"Purchased Assets."** Other than the Purchased Assets, the Buyer shall not purchase or acquire any other assets of any Seller (collectively, the **"Excluded Assets"**), which Excluded Assets shall include cash on hand and in accounts, as well as those items set forth on Section 2.01 of the disclosure schedules, attached hereto as **Exhibit B** (the **"Disclosure Schedules"**). Without limiting the foregoing, the Purchased Assets also include, without limitation, all right, title, and interest of each Seller in and to all of the following:

(a) all contracts, agreements, binding arrangements, bonds, notes, indentures, mortgages, debt instruments, licenses, franchises, leases, and other instruments or obligations of any kind, whether oral or written, and including any amendments and other modifications thereto (each, a **"Contract"**) of such Seller and/or the Business set forth on Section 2.0l(a) of the Disclosure Schedules (each, an **"Assigned Contract"** and, collectively, the **"Assigned Contracts"**);

(b) all furniture, fixtures, office equipment, supplies, computers, telephones, and other tangible personal property, if any, set forth on Section 2.0l(b) of the Disclosure Schedules (the **"Tangible Personal Property"**), together with all express or implied warranties by the manufacturers of each item of Tangible Personal Property, and all maintenance records and other documents, if any, relating thereto;

(c) all Intellectual Property set forth on Section 2.0l(c) of the Disclosure Schedules (the **"Sellers IP"**), including any Intellectual Property in development by such Seller, used or intended for use in connection with any of the Business and/or the other Purchased Assets and all variations thereof or uses of the same, and all trademark registrations and applications therefor, and the related goodwill;

(d) to the extent transferrable under applicable Law, all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances, and similar rights obtained from Governmental Bodies used in the Business (each, a **"Permit"**) listed on Section 2.0l(d) of the Disclosure Schedules (collectively, the **"Transferred Permits"**);

(e) all pre-paid expenses, deposits, advances, prepayments, prepaid assets and refunds, but specifically excluding any and all Employee Retention Credits applied for or available to Sellers;

(f) all Receivables, subject to credits and prorations in Section 2.04(c);

(g) copies of all information, books and records, including files, computer discs and tapes, invoices, credit and sales records, personnel records for Transferred Employees (subject to applicable Law), customer lists (including copies of customer Contracts), supplier lists (including supplier cost information), prospect lists (including mailing and calling lists), manuals, drawings, business plans and other plans and specifications, accounting and financial books and records necessary for the continued operation, sales literature, current price lists and discounts, promotional signs and literature, marketing and sales programs, but excluding the Governance Records;

(h) all claims of each Seller against Third Parties or any other Person arising from or relating to the Purchased Assets or the Assumed Liabilities, whether choate or inchoate, known or unknown, contingent or not contingent;

(i) the real property set forth on Section 2.0l(i) of the Disclosure Schedules (the **"Real Property"**);

(j) all usable inventory of food, beverages, raw materials, packaging supplies, tableware, glassware, small wares, items and goods held for retail sale and similar items held at the Business **("Inventory")**; and

(k) all water supply, treatment, distribution, and transmission facilities, and all wastewater collections, treatment and disposal systems, including, but not limited to, pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, pipes, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Useppa Utilities related to the utility system, or to which Useppa Utilities possesses rights and used in connection with the utility system.

Section 2.02. Assumption of Liabilities. Subject to the terms and conditions set forth herein, the Buyer shall assume and agree to pay, perform, and discharge only the Liabilities of the Sellers arising from the Assigned Contracts(the "Assumed Liabilities"). Buyer shall not assume and will not be responsible for Liabilities that, (i) are required to be performed prior to the Closing Date; (ii) are not disclosed on the face of such Assigned Contract; (iii) accrue and relate to the operation of the Business prior to the Closing Date; or (iv) relate to any failure to perform, improper performance, or other breach, default, or violation by any such Seller prior to the Closing. Other than the Assumed Liabilities, the Buyer shall not assume any Liabilities of the Sellers of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the **"Excluded Liabilities"**).

Section 2.03. Allocation of the Purchase Price. Prior to the expiration of the Due Diligence Period, the Buyer and the Sellers shall agree upon the methodology for determining the fair market value of the various classes of the Purchased Assets and the other rights and benefits conferred hereunder. Such values shall be calculated as of the Closing Date no later than sixty (60) days after the Closing and as so calculated shall be referred to as the "Allocations." The parties agree that the consideration described in Section 2.04 of this Agreement (taking into account the respective transaction costs paid by the parties) shall be allocated, for Tax purposes, among the Purchased Assets in a manner consistent with the Allocations and the provisions of Section 1060 of the Code and all regulations promulgated thereunder. Each of the Parties hereto agrees to report this transaction for Tax purposes in accordance with the provisions of this Section 2.03 and the Allocations, and shall not take any position or action inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, audit, investigation or otherwise; provided,

however, that if, in any audit of any Tax Return of the Buyer or the Seller by a Governmental Body, the fair market values are finally determined to be different from the Allocations, the Buyer and the Seller may (but shall not be obligated to) take any position or action consistent with the fair market values as finally determined in such audit.

Section 2.04. Payment of Purchase Price. The aggregate consideration for the Purchased Assets shall be sixteen million dollars ($16,000,000.00) (the **"Purchase Price"),** plus the assumption of the Assumed Liabilities. The Purchase Price shall be paid as follows:

(a) Deposit. The parties acknowledge that Buyer has already delivered the Deposit to the trust account of Seller's Counsel, Aloia Roland Lubell & Morgan, PLLC at 2222 Second Street, Fort Myers, FL 33901, Attn: Frank J. Aloia, Jr., Esq., Phone: 239-791-7950, Fax: 239-791-7951: Email: faloia@lawdefined.com (the **"Escrow Agent"**). The Deposit is non-refundable to the Buyer, except in the event of Seller default or the inability of Seller to convey insurable title to the Real Property. The Deposit will be held in escrow with the Escrow Agent in accordance with this Agreement and deposited in a non-interest bearing trust account. Seller and Buyer acknowledge that the Escrow Agent is legal counsel for Seller and shall not be prohibited from continuing to act as legal counsel for Seller during the pendency of this Agreement and in connection with Closing, defined below. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. The parties hereby indemnify and hold the Escrow Agent harmless from and against any loss, liability, claim or damage whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder except for gross negligence or willful misconduct If there shall be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount or the entire proceeds with any court of competent jurisdiction and thereby be released from all obligations hereunder. The Escrow Agent shall not be liable for any failure of the depository.

(b) The parties further acknowledge that Atlas Title of S.W.FL, Inc., at 2233 Second Street, Fort Myers, FL, 33901 Attn: Karla Bryant, Phone: 239-337-3700, Fax: 239-433-1496, Email: Kbryant@atlastiteswfl.com (the **"Closing Agent"** or **"Title Agent"**) will issue and disseminate an Owner's Policy Title Insurance Commitment for the Real Property no later than June 24, 2025.

(c) Payment at Closing. At Closing, the Deposit will be applied to the Purchase Price and Buyer shall pay, or cause to be paid, by wire transfer of immediately available funds, the balance of each Seller's Pro Rata Share of the Purchase Price and subject to any prorations and credits due to or from Buyer under this Agreement (the **"Closing Cash Payment"),** to such Seller in accordance with the wire transfer instructions to be delivered by Seller Representative to Closing Agent at least five (5) days prior to Closing (the **"Wire Instructions").** The Buyer, on the one hand, and the Sellers, on the other hand, shall each pay one- half (½) of the fees and costs imposed by the Closing Agent.

(d) Credits and Prorations. The following shall be apportioned with respect to the Purchased Assets as of 12:01 a.m. on the day of Closing, as if Buyer were vested with title to the Purchased Assets during the entire day upon which Closing occurs:

(i) Property Taxes. All Property Taxes shall be prorated as of the

Closing Date. If the amount of any such Property Taxes is not ascertainable on the Closing Date, the proration for such Property Taxes shall be based on the most recent available bill. The maximum allowable discount shall be used for proration of ad valorem tax prorations. Certified, confirmed and ratified special assessment liens as of the Closing shall be paid by Sellers, except that any such assessments payable in installments, and any community development district dues and assessments, if any, shall be prorated as of the Closing Date. Subsequent to the Closing, when the tax rate and the assessed valuation of the Real Property is fixed for the year in which the Closing occurs, the Parties agree to adjust the proration of Property Taxes and, if necessary, to refund or repay each other such sums as shall be necessary to effect such adjustment. This provision shall survive the Closing of this Agreement.

(ii) Utilities. Water, electricity, sewer, gas, telephone and other utility charges for accounts in Sellers' name based, to the extent practicable, on final meter readings and final invoices.

(iii) Post-Closing Bookings. Buyer will receive a credit at Closing from Sellers for any guest deposits attributable to bookings and reservations for guest, conference, meeting and banquet rooms or other facilities at the Real Property for the period from and after Closing (collectively, the **"Post-Closing Bookings"**). At Closing, Sellers shall receive a credit in an amount equal to all amounts charged to the Guest Ledger (as hereinafter defined) for all room nights up to (but not including) the night during which the Closing Date occurs, and Buyer shall be entitled to retain all deposits made and amounts collected for such Guest Ledger. As used herein, **"Guest Ledger"** means all charges accrued to the open accounts of any guests or customers at the Real Property as of the Closing Date for the use and occupancy of any guest, conference, meeting or banquet rooms or other facilities at the Real Property, any restaurant, bar or banquet services, or any other goods or services provided by or on behalf of Sellers, but only to the extent such accounts relate to use which both precedes and (to the extent it constitutes a Post-Closing Booking) succeeds the Closing Date.

(iv) Inventory. Seller shall receive a credit for all retail merchandise and unopened useable items for food and beverages included within the Purchased Assets (including, without limitation, all food and beverages in any "mini bars" in the guest rooms) based on Sellers' costs for such items. The aggregate value of this credit to the Seller shall not exceed $25,000.00, and two (2) days prior to Closing Buyer and Seller's Representative shall do an Inventory accounting as to the actual value of the credit due Seller for same.

(v) Rents. Buyer shall receive a credit for any rent and other income under the Seller Leases collected by Sellers before Closing that applies to any period after Closing. Uncollected rent and other uncollected income shall not be prorated at Closing. After Closing, Buyer shall pro-rate all rent and income collected by Buyer for the month of the Closing and shall pay the pro-rated portion of these funds to the Buyer, with the Buyer receiving those funds from the date of Closing through the last day of the month. After Closing, Buyer shall retain all rent and income collected by Buyer with no obligation to pay any such funds to Seller, including any amounts collected by Buyer that were due prior to Closing. Buyer has no obligation to collect any rent arrearages. After the end of the Due Diligence Period, Seller shall have no right to cause an eviction of any one of the tenants or a termination of any of the Seller Leases in order to enforce such claim. Any rent or other income received by any Seller after Closing which are owed to Buyer shall be promptly paid to Buyer.

(vi) Security Deposits. The amount of all security and other deposits of the tenants of the Real Property under the Seller Leases, and interest due thereon, if any, shall be credited to Buyer.

(vii) Commission Agreements. Not Applicable

(viii) Dues and Member Accounts. Seller shall receive a credit for prorated member dues to the date of Closing and for member charges charged prior to the date of Closing but have not been paid as of Closing.

(ix) Gift Cards. Buyer shall receive a credit equal to all unredeemed gift cards, gift certificates and vouchers issued for the Business prior to Closing to the extent such gift cards, gift certificates, and vouchers are included in the Assumed Liabilities. For avoidance of doubt, any such items not included in the Assumed Liabilities shall remain the sole, exclusive responsibility of Sellers.

(x) Other Adjustments and Prorations. Such other items that are customarily prorated in transactions of this nature shall be ratably prorated.

Within one hundred twenty (120) days after the Closing, the parties shall formally reconcile any errors that may have been made at the Closing and are known to the Parties at the time of the reconciliation, and thereafter the parties will operate in good faith to reconcile any further amounts not determinable as of that date. At the time the reconciliation(s) is made under this subparagraph, any party owing the other party any money shall promptly pay such money in good and sufficient funds.

Section 2.05. Closing Costs. Sellers shall be responsible to pay for all expenses in connection with the payment of any mortgages, loans with balances outstanding as of the date of Closing, security interests or monetary liens and recording costs to release any mortgages, security interests or monetary liens, Sellers' attorneys' fees, one-half of any escrow or closing fees charged by the Title Agent and/or Title Company, the premium payable for the Owner's Policy of Title Insurance, any transfer taxes or deed stamps applicable to this transaction, the cost of any municipal and association estoppels required by the Title Company or Lender, and such other expenses provided to be paid by Seller herein. Buyer shall be responsible to pay for the recording fee for the warranty deed(s), Buyer's attorneys' and consultants' fees, one-half of any escrow or closing fees charged by the Title Agent or Title Company, the cost of the Survey, Buyer's tests and inspections, title examination and search fees, the premium payable for any endorsements to the Owner's Policy of Title Insurance and the premium for any mortgagee's policy of title insurance (including any endorsements thereto), , and such other expenses provided to be paid by Buyer herein. All other costs incidental to the Closing shall be paid or shared by the parties in accordance with local custom in Lee County, Florida.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLING PARTIES

Except as set forth in the Disclosure Schedules, each of the Selling Parties, jointly and

severally, represents and warrants to the Buyer, as of the Agreement Date or, if expressly made as of a specified date, as of such specified date, and also as of the Closing Date, as follows:

Section 3.01. Organization; Good Standing. Each Seller is a limited partnership or corporation, or a natural person sui juris, as indicated in the preamble, duly organized, validly existing, and in good standing under the Laws of the State of Florida and is duly qualified to do business and is in good standing as a foreign limited liability company in each jurisdiction where the ownership or operation of the Business requires such qualification.

Section 3.02. Power and Authority. Each Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by each Seller, and the consummation by such Seller of the transactions contemplated hereby and thereby, have been duly approved by such Seller, and no further action is required on the part of such Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by each Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of such Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditors' rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law (the **"Equitable Exceptions").**

Section 3.03. Title to, and Sufficiency of, the Purchased Assets.

(a) Each Seller has, and shall convey to the Buyer at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Assets, free and clear of all Liens, other than Permitted Liens.

(b) The Purchased Assets constitute all of the properties and assets (whether real, personal, or mixed and whether tangible or intangible) necessary and sufficient to permit the Buyer to conduct the Business, after the Closing, in accordance with the Sellers' past practices and as presently conducted, and planned to be conducted, by the Sellers.

Section 3.04. Consents. Except as set forth in Section 3.04 of the Disclosure Schedules, none of the Sellers is required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any Contract with any Seller, in connection with the execution, delivery, and performance by the Sellers of this Agreement or any of the Transaction Agreements to which they are party or the consummation of the transactions contemplated hereby and thereby.

Section 3.05. No Conflicts. Except as set forth in Section 3.05 of the Disclosure Schedules, the execution and delivery by the Sellers of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a payment obligation, a right of termination, cancellation, modification, or acceleration of

any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of any Seller; (b) any Contract to which any Seller is party, including, without limitation, any Assigned Contract; (c) any Law applicable to any Seller or any of the Purchased Assets; (d) any order applicable to any Seller or any of the Purchased Assets; or (e) result in the creation of any Lien on any Purchased Asset.

Section 3.06. Condition of Assets: Inventory.

(a) The items of Tangible Personal Property will be acquired by Buyer in their "AS IS-WHERE IS" condition.

(b) All of the Inventory will be acquired by Buyer in their "AS IS - WHERE IS" condition.

Section 3.07. Intellectual Property and Privacy.

(a) Section3.07(a) of the Disclosure Schedules lists: (i) all Sellers IP, including whether or not the Sellers IP is owned by a Seller, (ii) Outbound Licenses; and, (iii) Inbound Licenses (other than inbound licenses that are shrink-wrap or click-through licenses of "off the shelf" Software, licenses of Open Source Software, or similar publicly available commercial binary code end-user licenses). All Outbound Licenses and Inbound Licenses are valid, binding and enforceable on all parties thereto, and, to the Sellers' Knowledge, there exists no event or condition that violates or breaches, or will result in a violation or breach of, or otherwise constitutes (with or without due notice or lapse of time or both) a default by any party under, any such license.

(b) For all registered Intellectual Property, including applications thereto, Section 3.07(b) of the Disclosure Schedules shall specify as to each, as applicable: the title, mark, or design; the record owner and inventor(s), if any; the jurisdiction by or in which it has been issued, registered, or filed; the registration and application serial number; the issue, registration, or filing date; and the current status. All registered Intellectual Property is subsisting, valid and enforceable. The Sellers have timely paid all fees necessary to maintain the registered Intellectual Property as of the Closing Date. The Sellers have provided Buyer with copies of, or access to, all registered Intellectual Property certificates and prosecution documents.

(c) Except as set forth in Section 3.07(c) of the Disclosure Schedules, all Sellers IP is fully transferable, alienable, and licensable by the Sellers without restriction and without payment of any kind to any Third Party and without approval of any Third Party. The execution of this Agreement and each other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby will not result in the loss or impairment of the Sellers IP, give rise to any right of any Person to terminate any rights under any Inbound License, or exercise any new or additional rights under the Sellers IP. The Sellers own or have adequate, valid, and enforceable rights to use all of the Sellers IP, free and clear of all Liens, other than Permitted Liens, and are not bound by any Law or other obligation materially restricting the Sellers' use of the Sellers IP.

(d) All required filings and fees related to the Sellers' registrations of Intellectual Property have been timely filed with, and paid to, the relevant Governmental Bodies and authorized registrars, and all such registrations are otherwise in good standing.

(e) The Sellers are not bound by any outstanding judgment, injunction, order, or decree restricting the use of the Sellers IP or restricting the licensing thereof to any Person.

(f) The conduct of the Business has not and does not infringe, violate, dilute, or misappropriate the Intellectual Property rights of any Person and there are no claims pending or, to the Knowledge of the Sellers, threatened by any Person with respect to the ownership, validity, enforceability, effectiveness, or use of the Sellers IP.

(g) To the Knowledge of the Sellers, no Person is infringing, misappropriating, diluting, or otherwise violating any of the Sellers IP, and neither the Sellers nor any Affiliate thereof has made or asserted any claim, demand, or notice against any Person alleging any such infringement, misappropriation, dilution, or other violation.

(h) All personnel, including employees, agents, consultants, and contractors, who have contributed to, or participated in, the conception or development, or both, of the Sellers IP have executed valid and enforceable written instruments of assignment in favor of the applicable Seller as assignee that have conveyed to the applicable Seller effective ownership of the rights, title, and interest in and to such Intellectual Property.

(i) Except as set forth in Section 3.07(i) of the Disclosure Schedules, no royalties, commissions, fees or other payments are or will become payable by the Buyer to any Person by reason of the exploitation of any Purchased Asset by the Buyer or the execution and delivery of this Agreement or any Transaction Agreement

(g) The Sellers IP constitutes all the Intellectual Property owned by the Sellers that is used by the Sellers to conduct the Business as currently conducted and proposed to be conducted.

(k) The Sellers IP is sufficient to conduct the Business as historically and currently conducted and proposed to be conducted.

(l) The Sellers' information technology systems are sufficient for, and operate and perform as required in connection with, the operation of the Business, and the Sellers have implemented commercially reasonable measures with respect to data and information technology security, backup, and intrusion detection and prevention.

(m) The Sellers have not sold, licensed, rented or otherwise made available to Third Parties any personal information submitted by individuals in connection with the Business or otherwise and are in compliance with all applicable privacy Laws.

(n) The Sellers' past and present collection, use, retention, and dissemination of personal information is, and has been in the past, in compliance in all material respects with the terms of all Contracts to which the Sellers are party.

(o) The Sellers have implemented commercially reasonable policies, programs, and procedures (including administrative, technical, and physical safeguards): (i) to protect against unauthorized access, use, modification, and disclosure of, and to protect the confidentiality, integrity, and security of, personal information and proprietary information in the Sellers' possession, custody, or control; and (ii) as required to comply with applicable Law. The

Sellers have undertaken surveys, audits, inventories, reviews, analyses and/or assessments to the extent required by applicable privacy and data protection Laws and remediated any deficiencies identified thereby, and have provided training to their respective employees with respect to compliance with such Laws.

(p) Except as set forth in Section 3.07(p) of the Disclosure Schedules, the Sellers have not been subject to any material unauthorized access (or access in excess of authorization) to the Sellers' information technology systems, or unauthorized use, disclosure, or other processing of personal information, and have not received any and are not aware of any basis for claims, notices, or complaints regarding the Sellers' information security practices or the disclosure, retention, or misuse of any personal information, and there has been no data security breach that would constitute a breach for which notification to individuals and/or regulatory authorities is required under any applicable Law.

(q) At the Closing, the Sellers' execution of this Agreement and Transaction Agreements and the consummation of the transactions contemplated hereby and thereby do not cause the Sellers to violate any privacy policy of any Seller or any applicable Laws relating to privacy or data security with respect to any personal information. At and immediately following the Closing, the Buyer will continue to have the right to use personal information collected or obtained by, or on behalf of, the Sellers, on terms and conditions identical to those on which the Sellers had the right to use such personal information immediately prior to the Closing.

Section 3.08. Contracts.

(a) Section 3.08 of the Disclosure Schedules lists a true, correct, and complete list, organized by subsection for each of the following categories, of all Contracts (i) that relate to the Business, (ii) to which any Seller is a party, or (iii) by which any Seller is bound (each, a **"Material Contract"):**

(i) any Contract for the performance of services or supply of products by, or for, any Seller or, to the extent related to the Business, any Affiliate thereof and which involved, or is reasonably expected to involve, consideration to any Seller in excess of five thousand dollars ($5,000.00) during each of the years ended December 31, 2023 and December 31, 2024, and the period from January 1, 2025 and ending with Closing (prorated for such partial year);

(ii) any Contract for the purchase of materials, supplies, products, Intellectual Property, equipment, or services, or the use thereof, that involved, or is reasonably expected to involve, payments by any Seller or, to the extent related to the Business, any Affiliate thereof, in excess of five thousand dollars ($5,000.00) during each of the year ended December 31, 2023 and December 31, 2024, and the period from January 1, 2025 and ending with Closing (prorated for such partial year);

(iii) any Contract pursuant to which any Seller sells, distributes, or markets its products or services or pursuant to which any Seller authorizes any Third Party to sell, distribute or market its products or services;

(iv) any Contract with any Material Customer;

(v) any Contract with any Material Supplier;

(vi) any sales representative, sales and marketing, franchise, distributorship, advertising, or similar Contract;

(vii) any non-disclosure or non-solicitation Contract containing confidentiality provisions binding any Seller and/or any Contract containing non-solicitation provisions binding any Seller (not including any non-disclosure or non-solicitation Contract relating to the potential sale of the Purchased Assets to a third party, which the Sellers are contractually bound to keep confidential and which will not result in any restrictions on the transactions contemplated herein or on the Buyer from and after Closing);

(viii) any Contract relating to the acquisition or divestiture of the capital stock or other equity securities, assets, or business of any Person involving any Seller or, to the extent related to the Business, any Affiliate thereof or pursuant to which any Seller has any Liability, contingent or otherwise;

(ix) any joint venture or partnership Contract;

(x) any Contract for the employment or engagement of any officer, individual employee, independent contractor, or other Person on a regular full-time, regular part-time, or consulting basis or relating to severance, retention, or change-in-control payments for any such Person;

(xi) any Contract relating to staffing companies, temporary employment agencies, or similar companies that provide services to any Seller;

(xii) any Contract pursuant to which any non-equity holder employee or any other Person will receive a portion of the Purchase Price or any similar payment in connection with the consummation of the transactions contemplated hereby;

(xiii) any Contract relating to Indebtedness or placing a Lien on any of the Purchased Assets;

(xiv) any Contract of guarantee, credit support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the Liabilities, obligations, or indebtedness of any other Person, excluding indemnification provisions entered into by any Seller in the ordinary course of business with its suppliers, distributors, customers, employees, and contractors;

(xv) any lease Contract under which any Seller is lessor or lessee of any personal property;

(xvi) any Contract containing a non-competition, exclusivity, most-favored nation pricing, or similar provision restricting the business activities of any Seller or which prohibit any Seller from soliciting customers or vendors, or any other business, anywhere in the world;

(xvii) any Contract (A) under which (x) a Third Party grants any Seller any license or other right under any Intellectual Property (excluding any license for commercially available off-the-shelf software licensed for a one-time fee and that have annual fees of five thousand dollars ($5,000.00) or less) or (y) any Seller grants a Third Party any license or

other right under any material Intellectual Property (excluding non-exclusive licenses granted to customers in the ordinary course of business consistent with past practice) or (B) otherwise relating to the development, ownership, registration, use, or enforcement of any Intellectual Property.

(xviii) any Contract or commitment for capital expenditures or the acquisition or construction of fixed assets in excess often thousand dollars ($10,000.00);

(xix) any Contract with a Governmental Body;

(xx) any power of attorney granted by any Seller to any Person; and

(xxi) each Assigned Contract.

(b) The Sellers have made available to the Buyer true, complete and correct copies of each Material Contract. Each Assigned Contract is valid and binding on the applicable Seller in accordance with its terms and is in full force and effect, enforceable in accordance with its terms, subject to the Equitable Exceptions. None of the Sellers, to the extent related to the Business, any Affiliate thereof, or, to the Knowledge of the Sellers, any other party thereto is in material breach of, or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. No event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Assigned Contract have been made available to Buyer. There are no disputes pending or, to the Knowledge of the Sellers, threatened under any Assigned Contract.

Section 3.09. Commissions Agreements/Commissions. As of the date hereof, there are no pending Commission Agreements between Seller and any third-parties. Moreover, there are no unpaid rental, sale and/or contractual commissions or fees owed by Seller to any third parties as of the date hereof. To the extent any new rental or sale activities give rise to a commission, same will be the exclusive responsibility of the Seller unless same is expressly agreed upon and assumed by Buyer in writing.

Section 3.10 Permits. The Transferred Permits are valid and in full force and effect. All fees and charges with respect to the Transferred Permits, as of the Agreement Date, have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse, or limitation of any Transferred Permit.

Section 3.11. Environmental.

(a) Section 3.10(a) of the Disclosure Schedules sets forth all material Environmental Permits and operating certifications held in connection with the Business and the Sellers' ownership of the Purchased Assets.

(b) The Sellers have: (i) been and continue to be in compliance with all applicable Environmental Laws relating to the ownership of the Purchased Assets and the operation of the Business and (ii) obtained, and are in compliance with, all material Environmental Permits and operating certifications required to be held in connection with the operation of the Business and/or the Sellers' ownership of the Purchased Assets.

(c) There is no Action pending or, to the Knowledge of the Sellers, threatened against any Seller, in respect of any violation of applicable Environmental Laws or with respect to any operating certifications held by any Seller involving or relating, in any manner, to the Purchased Assets or the operation of the Business.

(d) The Sellers have not treated, stored, disposed of: arranged for, or permitted the disposal of, transported, handled, or otherwise Released or contracted with any Person to treat, store, dispose of, arrange for, or permit the disposal of, transport, handle, or otherwise Release any Hazardous Material, during the operation of the Business in any manner that could give rise to any Liability under Environmental Laws or any obligation to take remedial action.

(e) The Sellers have not assumed, undertaken, provided indemnity with respect to, or otherwise become subject to any Liability, including any obligation for remedial action,. of any other Person relating to any Environmental Law with respect to the Purchased Assets or the operation of the Business.

(f) The Sellers have provided to the Buyer true, correct, and complete copies of all material reports, assessments, agreements, notices, audits, investigations, and studies in the possession, custody, or control of the Sellers concerning: (i) any Seller's actual, alleged, or potential non-compliance with any Environmental Laws with respect to the Purchased Assets or the operation of the Business or (ii) any material Liability of any Seller under Environmental Laws with respect to the Purchased Assets or the operation of the Business.

Section 3.12. Financial Statements.

(a) The Seller has provided true, correct, and complete copies of the following financial statements to the Buyer: (i) tax returns and the unaudited consolidated balance sheet of the Sellers, as of December 31, 2023 and December 31, 2024, respectively, and the related statements of income and cash flows for the periods then ended (the **"Annual Financial Statements"**) and (ii) the unaudited, consolidated balance sheet of the Sellers (the **"Interim Balance Sheet"**), as of June 30, 2025 (the **"Interim Balance Sheet Date"**) and the related statements of income and cash flows of the Sellers for the eleven (11) month period then ended (the **"Interim Financial Statements"** and, together with the Annual Financial Statements, the **"Financial Statements").**

(b) The Financial Statements (i) have been prepared from, and are consistent with, the books and records of the Sellers (which books and records are true, complete, and correct in all material respects), (ii) fairly present in all material respects the financial position of the Sellers as of the dates thereof and the related operating results, and (iii) have been prepared on a tax basis of accounting and in accordance with Generally Accepted Accounting Principles, consistently applied throughout the periods covered thereby.

(c) Section 3.11(c) of the Disclosure Schedules sets forth each item of Indebtedness of the Sellers, including, with respect to each such item, the holder thereof and the outstanding amount thereof as of the Agreement Date However, and notwithstanding the foregoing, the Buyer is not responsible in any manner for the Sellers' Indebtedness unless it is an Assumed Liability.

Section 3.13. Undisclosed Liabilities. There are no Liabilities of the Business of any kind whatsoever and there is no existing condition, situation, or set of circumstances that could reasonably be expected to result in such a Liability, except such Liabilities: (i) that are fully reflected or provided for in the Financial Statements, or (ii) that have arisen in the ordinary course of business, consistent with past practice, since the Interim Balance Sheet Date (none of which is a Liability resulting from

noncompliance with any applicable Law, breach of Contract, breach of warranty, tort, infringement, misappropriation, or dilution).

Section 3.14. Capitalization. The correct and complete issued and outstanding capital securities of each Seller is set forth in Section 3.13 of the Disclosure Schedules. There are no options, warrants, convertible debt, or other derivative securities, phantom equity rights, or similar rights or interests issued by any Seller or relating to any capital securities of any Seller. All outstanding capital securities of each Seller are duly authorized, validly issued, fully paid and nonassessable and were issued in compliance with applicable Law.

Section 3.15. Employee Matters.

(a) Section 3.14(a)(l) of the Disclosure Schedules lists, with respect to each Seller, all employees of such Seller by name, position, full time or part time status, date of hire, seniority or service credit date if different from initial date of hire, location of employment, exempt or non-exempt status under the Fair Labor Standards Act, exempt or non-exempt status under any applicable state Law relating to the payment of daily or weekly overtime, employment status (whether active or on leave of absence), compensation (listing employees paid by the hour at the employee's hourly rate and employees paid by salary at the employee's annual salary rate), bonuses or commissions, and benefits. Section 3.14(a)(2) of the Disclosure Schedules lists, with respect to each Seller, the individual independent contractors of such Seller, by the individual's name and the terms on which each such individual independent contractor is engaged.

(b) No employee of any Seller is represented by a labor union or other labor organization, and none of the Sellers is party to, or bound by, any collective bargaining agreement or any other Contract with any labor union, labor organization, or other such employee representative or other Contract or bargaining relationship with any labor union or other labor organization. There is, and in the last five (5) years there has been, no (i) unfair labor practice charge or complaint pending or, to the Knowledge of the Sellers, threatened, orally or in writing, against any Seller before the National Labor Relations Board or any other Governmental Body, (ii) strike, slow down, lockout, work stoppage, material grievance or material labor arbitration or other material labor dispute pending or, to the Knowledge of the Sellers, threatened, orally or in writing, against or affecting any Seller and/or (iii) pending or, to the Knowledge of the Sellers, threatened union organizing activity. In the past five (5) years, no labor union, other labor organization or group of employees of any Seller has made a demand for recognition, and there are no representation proceedings presently pending or, to the Knowledge of the Sellers, threatened to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority.

(c) Each Seller is, and to the Knowledge of each Seller for the last five (5) years has been, in compliance in all material respects with all Laws respecting labor, employment, and employment practices, including all such Laws respecting terms and conditions

of employment, wages, and hours (including the classification of independent contractors and overtime exempt and non-exempt employees and meal and rest breaks), immigration (including the verification ofI-9s for all employees and the proper confirmation of employee visas), employee layoffs (including the WARN Act), collective bargaining, labor relations, discrimination, harassment, disability rights or benefits, equal opportunity, employee leave, affirmative action, paid time off, civil rights, safety and health, workers' compensation, unemployment insurance and the collection and payment of withholding and/or social security Taxes and any similar employment-related Tax.

(d) No Seller has any Liability for (i) any unpaid wages, salaries, wage premiums, commissions, bonuses, fees, and other compensation to its current or former employees or other service providers (including independent contractors) under applicable Law, Contract, or policy and/or (ii) any fines, Taxes, interest, or other penalties for any failure to pay or delinquency in paying such compensation.

(e) To the Knowledge of the Sellers, no current or former employee or independent contractor is in any respect in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, restrictive covenant, or other obligation: (i) to any Seller or (ii) with respect to any employee or independent contractor of any Seller, to any Third Party with respect to such Person's right to be employed or engaged by any Seller or to the knowledge or use of trade secrets or proprietary information.

(f) Each Seller has promptly, thoroughly, and impartially investigated all sexual harassment or other workplace harassment allegations of which such Seller has Knowledge and, with respect to each such allegation with potential merit, such Seller has taken prompt corrective action that is reasonably calculated to prevent further harassment. Each Seller does not reasonably expect any material Liability with respect to any such allegations and has no Knowledge of any allegations relating to officers, managers, directors, employees, contractors, or agents of such Seller that, if known to the public, would bring such Seller into material disrepute, except James Manz who was recently terminated by Seller for misappropriation of Useppa Inn's funds.

(g) Prior to Closing, each Seller shall terminate any and all agreements with contractors at the Useppa Island maintenance yard. All such contractors shall also vacate the premises prior to Closing. The foregoing shall include but not be limited to Joe Gatewood.

(h) Prior to Closing, each Seller shall terminate all leases or other agreements whether written or verbal with any employees, independent contractors, etc., regarding accommodations on Useppa Island. All such employees, independent contractors, and others shall vacate the accommodations prior to Closing, allowing Buyer to have an opportunity post-Closing to clean, maintain, and renovate these accommodations.

(i) Prior to Closing, each Seller shall properly terminate all of Sellers' employees and independent contractors by providing written notice of such termination. Buyer may, but shall not be obligated to, immediately following the Closing, offer employment to any or all of such employees. Sellers shall be responsible for, and shall indemnify and hold Buyer harmless, from any employee-related expenses incurred prior to or relating to events that transpired

prior to Closing, including but not limited to, salary or other compensation, sexual harassment, wrongful termination, workers' compensation and unemployment compensation, withholding taxes, and any accrued but unpaid employee benefits, including but not limited to sums due for accrued but unused sick time and/or vacation time. Buyer shall be responsible for, and shall indemnify and hold Sellers harmless, from any employee-related expenses incurred after the Closing, including but not limited to, salary or other compensation, sexual harassment, wrongful termination, workers' compensation and unemployment compensation, withholding taxes, and any accrued but unpaid employee benefits, including but not limited to, sums due for accrued but unused sick time and/or vacation time. Each Seller warrants that there are no outstanding contracts with any of the employees that cannot be terminated by the Seller prior to or upon the Closing.

Section 3.16. Employee Benefit Plans.

(a) Section 3.15 of the Disclosure Schedules sets forth a complete and correct list of each "employee benefit plan" (as such term is defined in Section 3(3) of BRISA), bonus, incentive, deferred compensation, equity or equity-based, pension, retirement, profit sharing, savings, severance, retention, separation, change of control, sick leave, vacation, health, welfare, fringe, Tax gross-up, and any other benefit or compensation plan, program, policy, agreement, Contract, or arrangement, in each case that is maintained, sponsored, contributed to, or required to be contributed to, by any Seller or with respect to which any Seller has any Liability (including on behalf of an ERISA Affiliate) (each an "Employee Benefit Plan" and collectively, "Employee Benefit Plans"). With respect to each Employee Benefit Plan, the Sellers have made available to the Buyer complete and correct copies of the plan documents (or the written terms of any unwritten plan), the most recent summary plan description (and any summaries of material modifications thereto), the most recent IRS determination or opinion letter, the most recent annual report (Form *5500* series, with all applicable attachments), financial statements, and actuarial reports, nondiscrimination and coverage testing reports for the prior three (3) plan years, all related trust or custodial agreements, insurance Contracts and other funding arrangements and copies of any non-routine correspondence with any Governmental Body within the past three (3) years.

(b) Except as provided in Section 3.15(c) of the Disclosure Schedules: (i) each Employee Benefit Plan has been established, maintained, funded, and administered in material compliance with its terms and materially complies in form and in operation with all applicable requirements of ERISA, the Code, and other applicable Laws and (ii), with respect to each Employee Benefit Plan, all contributions or payments (including all required employer contributions, employee salary reduction contributions, and any applicable premium payments) that are due for any period ending prior to, or on, the Closing Date, have been or will be made within the time periods prescribed by the terms of such Employee Benefit Plan and applicable Law. There has been no "prohibited transaction" (as defined in ERISA § 406 or Code§ 4975) with respect to any such Employee Benefit Plan. No "fiduciary" (as defined in ERISA § 3(21)) has any Liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any such Employee Benefit Plan. There are no pending or, to the Knowledge of the Sellers, threatened or anticipated claims with respect to any such Employee Benefit Plan, other than routine claims for benefits, including proceedings with respect to the administration or the investment of the assets of any such Employee Benefit Plan. To the Knowledge of the Sellers, there is no basis for any such proceeding.

(c) No Employee Benefit Plan is a, and neither the Sellers nor any ERISA Affiliate maintains, sponsors, contributes to, has any obligation to contribute to, or has any Liability under, or with respect to, any (i) "defined benefit plan" as defined in Section 3(35) of BRISA or any other plan that is or was subject to the funding requirements of Section 412 of the Code or Section 302 or Title IV of ERISA, (ii) "multiemployer plan" within the meaning of Section 3(37) of ERISA, (iii) "multiple employer plan" within the meaning of Section 413(c) of the Code, (iv) "multiple employer welfare arrangement" within the meaning of Section 3(40) of BRISA, or (v) plan, program, policy, Contract, agreement, or arrangement that provides for post- retirement or post-termination health or life insurance or other similar benefits (other than health continuation coverage required by Part 6 of Subtitle B of Title I of BRISA, Section 4980B of the Code, or other applicable Laws). No Seller has any Liability with respect to any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) by reason of at any ti.me being treated as a single employer under Section 414 of the Code with any other Person.

(d) Each Seller has offered the requisite number of "full-time employees" group health coverage that is "affordable" and of minimum value" (as such terms are defined by the employer shared responsibility provisions of the Patient Protection and Affordable Care Act).

Section 3.17. Compliance with Laws. The Sellers have complied, and are now complying, with all Laws applicable to the ownership and use of the Purchased Assets.

Section 3.18. Legal Proceedings. Except as set forth in Section 3.17 of the Disclosure Schedules and discussed in Section 6.02(g) of this Agreement, there is no Action of any nature pending or, to the Knowledge of the Sellers, threatened against or by any Seller or, to the extent related to the Business, any of their respective Affiliates: (a) relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.19. Brokers' Fees. No Party has any Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement and the Transaction Agreements.

Section 3.20. Suppliers. Section 3.19 of the Disclosure Schedules lists the top vendors of the Sellers during the calendar year 2021, which was the last year of full operations of the Sellers (each, a **"Material Supplier"**). No Seller has any contract, whether written or oral, with any Material Supplier and each Seller has fully satisfied all obligations to each Material Supplier. Except as provided in Section 3.19 of the Disclosure Schedules, since December 31, 2024, (i) no Material Supplier has materially and adversely modified or indicated that it intends to materially and adversely modify the terms of its relationship with the applicable Seller or indicated that it will no longer do business on terms and conditions at least as favorable and (ii) no Seller is involved in any material claim, dispute, or controversy with any such customer or supplier.

Section 3.21. Affiliate Transactions; Beneficial Ownership.

(a) No equity holder, director, manager, or officer of any Seller, any Affiliate of any of the foregoing, or any other Person in which any of such Persons owns any

beneficial interest (other than any publicly-held corporation whose stock is traded on a national securities exchange and less than 3% of the stock of which is beneficially owned by any of such Persons) or, to the Knowledge of the Sellers, any employee has any Contract or arrangement with any Seller or any interest in the Business or any Purchased Assets (other than this Agreement and/or compensatory arrangements entered into in the ordinary course of business).

(b) Except as set forth on Section 3.20(b) of the Disclosure Schedules, to the Knowledge of Sellers, no Affiliate of any Seller or any Owner is a competitor of any Seller with respect to any of its businesses or serves as an officer or director, or in another similar capacity, of any Person whose business competes with the Sellers' Business.

(c) Each of the direct and indirect equity holders of each of the Sellers is either a citizen of the United States or a lawful permanent resident of the United States.

Section 3.22. Taxes. All income and other Tax Returns required to have been filed by the Sellers in respect of or in relation to, the Purchased Assets and the Business have been timely filed, and each such Tax Return is true, correct, and accurate in all respects. All income and other Taxes due and payable by the Sellers in relation to the Purchased Assets and the Business, whether or not shown on any Tax Return, have been paid. The Sellers have timely withheld and paid to the appropriate taxing authority all Taxes required to have been withheld and paid in connection with amounts paid or owing to any member, employee, creditor, independent contractor, or other Third Party. The Sellers have not been informed of the commencement or anticipated commencement of any Action with respect to Taxes or Tax Returns attributable to the Purchased Assets or the Business by any trucing authority. The Sellers have not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency relating to the Purchased Assets or the Business, which period (after giving effect to such extension or waiver) has not expired.

Section 3.23. Real Property; Seller Leases. The Real Property constitutes all of the Real Property owned by all or any of the Sellers on Useppa Island, Lee County, Florida. Section 3.22 of the Disclosure Schedules sets forth all leases, subleases, real property licenses or similar agreements in effect on the date of this Agreement under which any Seller leases real property (as either a landlord, sublandlord, tenant or subtenant) (each, a **"Seller Lease"**). Sellers have made available to the Buyer true, accurate, and complete copies of each Seller Lease in Sellers' possession, including copies of all revisions and amendments thereto. Section 3.22 of the Disclosure Schedules sets forth for each Seller Lease (i) the name of the lessor and the lessee, (ii) the street address of the applicable property, (iii) the security deposit, if any, and (iv) any consents pursuant to the terms of such Seller Lease that are required to be obtained as a result of the consummation of the transactions contemplated by this Agreement. No default, by either the applicable lessee or the lessor, exists under any Seller Lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute a default thereunder and all payments of rent, operating expenses, and other sums due and payable under each Seller Lease is current. Each Seller Lease is in full force and effect and binding and enforceable in accordance with its respective terms. No Seller Lease is terminable because of the execution of this Agreement or the assignment of such Seller Lease in connection with the consummation of the transactions contemplated hereunder. No Seller has received notice that the counterparty to any Seller Lease intends to cancel, terminate, or refuse to renew any Seller Lease or to exercise any option or other right under such Seller Lease. No Seller has subleased, assigned or

otherwise granted to any Person the right to use or occupy the premises applicable to the Seller Leases or any portion thereof.

Section 3.24. Insurance. Section 3.23 of the Disclosure Schedules sets forth (a) a true, correct, and complete list of all current policies or binders of fire, general liability, professional liability, product liability, umbrella/excess liability, real and personal property, workers' compensation, employer's liability, employment practices liability, vehicular, fiduciary liability, cyber, fidelity/crime, directors and officers, and other casualty and property insurance maintained by any Seller and relating to the Business, the Purchased Assets, or the Assumed Liabilities (collectively, the **"Insurance Policies"**), and (b) with respect to the Business, the Purchased Assets, or the Assumed Liabilities, a list of all pending insurance claims and the claims history for each Seller during the five (5) year period prior to the Agreement Date. Any potentially insurable third-party claims against, and first-party claims of, any Seller have been submitted to the appropriate insurance carrier(s) in compliance with any applicable notice requirements. There are no claims related to the Business, the Purchased Assets, or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied, or disputed or in respect of which there is an outstanding reservation of rights. No Seller has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies (i) are in full force and effect and enforceable in accordance with their terms, and (ii) have not been subject to any lapse in coverage. Each Seller is in full compliance with all material terms and conditions of the applicable Insurance Policies. No Seller has received any notice that it is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable Laws and Contracts to which the Sellers are party or by which they are bound. True, correct, and complete copies of the Insurance Policies (including, without limitation, any incorporated endorsements, forms, amendments and attachments) have been made available to Buyer.

Section 3.25. COVID-19. Each Seller has at all times during the COVID-19 pandemic operated in material compliance with the requirements of all applicable Laws, including any Laws enacted in response to COVID-19, including, without limitation, the CARES Act, the Families First Coronavirus Response Act, Section 1981 of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, Age Discrimination in Employment Act, Equal Pay Act, Fair Labor Standards Act, Family Medical Leave Act, National Labor Relations Act, the Occupational Safety and Health Act, and any foreign employment-related Laws applicable to any Seller. None of the Material Customers or Material Suppliers has changed, amended, or altered (or requested to alter) its relationship, contractual or otherwise, with any Seller as a result (directly or indirectly) of any COVID-19 Effect. No Seller has availed itself of any benefits, programs or arrangements (including any loans or grants) pursuant to the CARES Act, Paycheck Protection Program, Main Street Lending Program or any other legislation enacted in response to the COVID-19 pandemic, other than Paycheck Protection Program loans that have been fully forgiven by the lender and the SBA and no consent or escrow arrangement is required under the terms of such loans or the Paycheck Protection Program laws and regulations with respect to the transactions contemplated herein.

Section 3.26. Absence of Certain Changes, Events, and Conditions. Except as expressly

contemplated by this Agreement, since December 31, 2024, (i) there has not been any fact, change, event, circumstance, or occurrence which has had, or would reasonably be expected to have, a material adverse effect on the Business, results of operations, financial condition, or assets of any Seller other than matters affecting the U.S. economy generally or affecting the real estate industry generally, and (ii) each Seller has conducted the Business in the ordinary course of business consistent with past practice. Since December 31, 2024, and except as set forth on Section 3.25 of the Disclosure Schedules, no Seller has:

(a) entered into, terminated, or amended or otherwise changed the terms of any Contracts, arrangements, plans, agreements, leases, licenses, permits, authorizations, or commitments, except for the entrance into customer Contracts in the ordinary course of the business, consistent with past practice;

(b) leased, mortgaged, pledged, or encumbered any Purchased Assets or transferred, sold, or disposed of any Purchased Assets;

(c) canceled, released, or assigned any claim related to the Business;

(d) brought or settled any Action related to the Business that would affect the value of the Purchased Assets;

(e) granted or issued any equity securities of, or equity rights in, any Seller;

(f) incurred, assumed, or guaranteed any Indebtedness;

(g) adopted a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization, or other reorganization;

(h) entered into any acquisition agreement or agreement to acquire by equity purchase, merger, consolidation, or otherwise, or agreement to acquire a substantial portion of the assets of, (in each case, in a single transaction or series of related transactions) any business or material properties or assets of any other Person;

(i) made any material change in the operations or policies with respect to selling products or services, accounting for such sales, cash management practices, or any method of accounting or accounting policies; or

(j) entered into commitments for capital expenditures that would impose any obligations on the Businesses, the Purchased Assets, or the Buyer after Closing.

Section 3.27. No Assignment. No Seller has (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by any Seller's creditors, (iii) suffered the appointment of a receiver to take possession of the Purchased Assets or all, or substantially all, of any Seller's other assets, (iv) suffered the attachment or other judicial seizure of any of the Purchase Assets or all, or substantially all, of any Seller's other assets, (v) admitted in writing its inability to pay its debts as they come due or (vi) made an offer of settlement, extension or composition to its creditors generally.

Section 3.28 No Condemnation. To the Knowledge of the Sellers, there is no pending or threatened condemnation of the Real Property or any part thereof.

Section 3.29 No Public Violations. No Seller has received any notice from any person or governmental authority that all or any portion of the Real Property is in violation of any applicable order, building codes, zoning law or land use law, or any other applicable local, state or federal law or regulation relating to the Real Property and to the Knowledge of the Sellers no such violations exist. No Seller has received written notice of any code violations relative to the Real Property, and to the Knowledge of the Sellers, no such violations exist. No Seller has received written notice of any pending or contemplated rezoning of the Real Property or any portion thereof, and to the Knowledge of the Sellers, no such pending or contemplated rezoning exists.

Section 3.30 No Right of First Refusal. Except as set forth in Section 3.29 of the Disclosure Schedules, no Seller has granted any option or right of first refusal or first opportunity to any party to acquire any fee, easement or possessory interest in any portion of the Real Property.

Section 3.31 No Known Defaults. To the Knowledge of Sellers, no Seller is in default under any loan agreements or other financing agreements affecting the Purchased Assets.

Section 3.32 Density. To the Knowledge of Sellers, (a) Sellers are the sole owners of all remaining unused density rights relating to the Real Property, (b) no governmental authority has disputed, or taken any action inconsistent with, the information contained within the September 9, 2019 letter from Timothy Fitzsimmons on behalf of Useppa Inn, a copy of which is attached hereto as **Exhibit C**, and (c) there is no reservation, sale, conveyance or assignment of any density rights by any Sellers or any of their predecessors-in-title which have not been recorded in the Official Records of Lee County, Florida. Within one (1) Business Day after the Agreement Date, Useppa Inn agrees to issue a letter to Buyer containing the above statements and authorize Buyer to provide a copy of said letter to Lee County and any other governmental authority.

Section 3.33 Property Owners' Association. There are no homeowners' associations, (as defined by Florida Statutes section 720.301 (2023)), property owners' associations or condominium associations (as defined by Florida Statutes section 718.103 (2023)) with jurisdiction over any portion of the Real Property. Useppa Island Property Owners' Association, Inc., a Florida not-for-profit corporation ("Useppa POA"), is a voluntary association with no authority over the Real Property, other than as set forth in the restrictive covenants encumbering the Real Property and the right of first refusal set forth in Section 3.29 ("ROFR"). The Useppa Island Members Association, Inc., a Florida not-for-profit corporation ("Useppa Members"), is merely an advisor to Useppa Inn pursuant to its articles of incorporation and bylaws and is a party to the ROFR. Buyer will have no binding obligations to Useppa POA and Useppa Members unless separately incurred by Buyer in writing in Buyer's sole discretion. Notwithstanding the foregoing, Buyer is fully apprised of the Litigation brought by the Useppa POA which, as of the date hereof, is pending Buyer acknowledges and agrees that a condition precedent to Seller's obligation to close is the full and unequivocal dismissal with prejudice of the Litigation and the full and unequivocal release of the applicable Selling Parties from all claims and/or liabilities.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Selling Parties, as of the Agreement Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.01. Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.02. Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, subject to Equitable Exceptions.

Section 4.03. No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any Contract to which the Buyer is party; or (c) any Law applicable to the Buyer.

Section 4.04. Brokers' Fees. The Buyer does not have any Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement and the Transaction Agreements.

Section 4.05. Sufficient Funds. The Buyer has, and will have at the Closing, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

Section 4.06 Settlement of Litigation/Waiver of Right of First Refusal. The Buyer will work diligently to accomplish the conditions precedent to Closing outlined in Section 6.03 (d) and Section 6.03(e).

ARTICLE V
COVENANTS

Section 5.01. Conduct of the Business. During the period from the Agreement Date to the earlier of the Closing and the date this Agreement is terminated in accordance with Section 8.01 (the **"Interim Period"**), each Seller shall (a) carry on the Business in the ordinary course,

consistent with past practice, (b) consult with Buyer on an ongoing basis regarding any activities of the Sellers related to the Business that would impair, or are likely to impair, the value or use of the Purchased Assets, (c) maintain the Purchased Assets in good, working condition, ordinary wear and tear accepted, and consistent with past practices, and (d) to the extent consistent with the Business, use all commercially reasonable efforts consistent with past practices and policies to preserve intact the Business and preserve each Seller's relationships with customers, suppliers, distributors, and others having dealings with it that are related to the Business. Without limiting the generality of the foregoing, no Seller will, except as approved in writing by Buyer:

(a) enter into, terminate, or amend or otherwise change the terms of any Contracts, arrangements, plans, agreements, leases, licenses, permits, authorizations, or commitments, except for the entrance into customer Contracts in the ordinary course of the business, consistent with past practice;

(b) lease, mortgage, pledge, or encumber any Purchased Assets or transfer, sell, or dispose of any Purchased Assets, except in the ordinary course of the business, consistent with past practice;

(c) cancel, release, or assign any claim related to the Business, except in the ordinary course of the business, consistent with past practice;

(d) bring or settle any Action related to the Business that would affect the value of the Purchased Assets;

(e) grant or issue any equity securities of, or equity rights in, any Seller;

(f) incur, assume, or guarantee any Indebtedness, except in the ordinary course of the business, consistent with past practice; adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization, or other reorganization;

(g) enter into any acquisition agreement or agreement to acquire by equity purchase, merger, consolidation, or otherwise, or agreement to acquire a substantial portion of the assets of, (in each case, in a single transaction or series of related transactions) any business or material properties or assets of any other Person;

(h) make any material change in the operations or policies with respect to selling products or services, accounting for such sales, cash management practices, or any method of accounting or accounting policies;

(g) enter into commitments for capital expenditures, except in the ordinary course of the business, consistent with past practice;

(k) knowingly take any action that would, or is reasonably likely to, (i) make any representation or warranty of the Sellers contained in this Agreement inaccurate, (ii) result in any of the conditions in Article VI not being satisfied, or (iii) impair the ability of the Sellers to consummate the transactions in accordance with the terms of this Agreement; or

(l) hire or fire any employees, independent contractors, etc., except as provided in Section 3.14(i).

For purposes of the preceding, any action permitted to be taken without the Buyer's prior consent shall be taken only so long as it will not impair the Sellers' ability to complete the transactions contemplated herein or impose any obligation on Buyer, the Businesses, or the Purchased Assets after Closing or result in the disposition of any material Purchased Assets.

Section 5.02. Access to Properties and Records. Each Seller will, subject to applicable Law, afford the Buyer and its representatives, reasonable on-site access during normal business hours or remote access, as applicable, during the Interim Period to (i) such Seller's properties, books, Contracts, commitments, communications, and records related to the Business, and (ii) all other information concerning the Business, properties, and personnel of such Seller, as the Buyer may reasonably request.

Section 5.03. Restricted Transfers. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of a Third Party (including any Governmental Body), would constitute a breach or other contravention thereof or a violation of any Law or order (each, a **"Restricted Transfer"**). If, on the Closing Date, any such attempted transfer or assignment would be a Restricted Transfer or otherwise would be ineffective, the Sellers and the Buyer will cooperate in a mutually agreeable arrangement under which, for up to six (6) months following Closing, (a) the Buyer would obtain the benefits and assume the obligations and bear the economic burdens associated with such Purchased Asset, claim, right or benefit in accordance with this Agreement, including, for example (and without limitation of other similar arrangements being employed instead and in place thereof), by the applicable Seller subcontracting, sublicensing or subleasing such Purchased Asset to the Buyer or (b) the applicable Seller would enforce for the benefit (and at the expense) of the Buyer any and all of such Seller's rights, claims or benefits against a Third Party associated with such Purchased Asset, and such Seller would promptly pay to the Buyer when received all monies received by it under any such Purchased Asset, claim, right or benefit (net of such Seller's expenses incurred in connection with any assignment or other performance contemplated by this Section 5.01).

Section 5.04. Non-Competition and Non-Solicitation.

(a) From the Closing Date until three (3) years thereafter (the **"Restriction Period"**), each of the Restricted Parties shall not, within the Florida counties of Lee and Charlotte, and shall not permit their respective Affiliates to, directly or indirectly, (i) engage in, or assist others in engaging in, the Restricted Business; (ii) have an interest in any Person that engages, directly or indirectly, in the Restricted Business in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee, lender, or consultant, except that ownership of not more than one percent (1%) of the voting stock of any publicly-held corporation shall not constitute a violation of this Agreement; or (iii) cause, induce, or encourage any customer or supplier of the Buyer to terminate or adversely modify its relationship with the Buyer.

(b) During the Restriction Period, each of the Restricted Parties shall not, and shall not permit any of their respective Affiliates to, directly or indirectly, hire or solicit any Person who is employed by the Buyer or the Business, except pursuant to a general solicitation which is not directed specifically to any such employees.

(c) Each of the Restricted Parties shall, and shall cause their respective

Affiliates to, from and after the Closing Date, keep the Confidential Information strictly confidential and shall not, and shall cause their respective Affiliates' respective employees, officers, directors, managers, and agents not to, disclose (except as expressly permitted by this Agreement) any portion of the Confidential Information to any Person; provided that, in the event that any Person subject to confidentiality under this Agreement is compelled by applicable Law (including by request for information or documents in any Action) to disclose any Confidential Information, the Person compelled to make disclosure shall promptly notify (unless prohibited by Law) the Buyer in writing of such requirement, so that the Buyer may seek an appropriate protective order or waive compliance with the provisions of this Agreement applicable to such portion of the Confidential Information. If, in the absence of a protective order or the receipt of a waiver hereunder, such Person, on the written opinion of outside legal counsel, is required to disclose any Confidential Information, such Person may disclose only that portion of such Confidential Information that such Person is required to disclose; provided, however, that such Person shall use its reasonable best efforts to obtain a protective order or other assurance that confidential treatment will be accorded to such Confidential Information.

(d) Each of the Restricted Parties shall not, and shall cause their respective Affiliates not to, directly or indirectly, disparage the Business, the Buyer, or any of its Affiliates in any way that adversely and substantially impacts the goodwill, reputation, or business relationships of the Business, the Buyer, or any of its Affiliates with the public generally, or with any of their customers, suppliers, independent contractors, or employees.

(e) Each of the Restricted Parties acknowledges that a breach or threatened breach of this Section 5.04 would give rise to irreparable harm to the Buyer, for which monetary damages would not be an adequate remedy, and hereby agree that, in the event of a breach or a threatened breach by any of the Restricted Parties of any of their respective obligations under this Section 5.04, the Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

. (f) Each of the Restricted Parties acknowledges that the restrictions contained in this Section 5.04 (i) are directly related to the amount that the Buyer is willing to pay for the Purchased Assets, (ii) are reasonable and necessary to protect the legitimate interests of the Buyer, and (iii) constitute a material inducement to the Buyer to enter into this Agreement and consummate transactions contemplated hereby.

Section 5.05. Post-Closing Employment Matters.

(a) Transferred Employees. In its sole, absolute discretion, the Buyer (or one or more of its Affiliates) may offer employment effective on the Closing Date to all or some of employees of the Sellers (the "**Transferred Employees**").

(b) Cooperation.

(i) Each Seller will (i) cooperate with Buyer in all respects with respect to and not discourage any employee from accepting Buyer's offer of employment to the Transferred Employees, which will be made on or prior to the Closing Date; (ii) not solicit or make any counter offer to retain any of the Transferred Employees; (iii) assign to Buyer and refrain from

enforcing any confidentiality, non-competition or similar restrictive agreements related to the Transferred Employees that it may have in place with such Transferred Employees who accept Buyer's offer of employment; and (iv) pay to each Transferred Employee who accepts Buyer's offer of employment a pro rata amount through the Closing Date of any discretionary or non-discretionary bonus, commission or similar compensation or benefits for all periods prior to the Closing Date to which such Transferred Employees would otherwise have become entitled or eligible to receive and at such time as any such payment would have otherwise become due and payable, in accordance with the applicable Seller's existing policies and programs, but for the fact that they were not employees of the applicable Seller as of the end of any such period (e.g., pro rata bonus for 2024). Buyer will have no liability or obligation of any nature under this Agreement or in connection with the transactions contemplated hereby with respect to any liabilities owed to Transferred Employees prior to their hire dates with Buyer as Transferred Employees nor to any contract workers or any current employees or former employees of any Seller who are not Transferred Employees or who do not accept Buyer's offer of employment.

(ii) The Sellers shall be liable for any claims made or incurred by employees of any Seller (and any other individuals) and their beneficiaries before, on and after the Closing Date under any Employee Benefit Plan. Buyer shall not have any responsibility, liability or obligation, whether to employees, Transferred Employees, contract workers, former employees, independent contractors or their respective beneficiaries or to any other Person, with respect to any employee benefit plans, practices, programs or arrangements (including, but not limited to, the establishment, operation or termination thereof) maintained or contributed to by any Seller. After the Closing Date, Sellers shall be responsible for providing continuation coverage under Section 4980B of the Code and Title I, Part 6 of ERISA to all former employees of Sellers or any Affiliate of Sellers who terminated employment on or before the Closing Date or in connection with the transactions contemplated by this Agreement who are considered "M&A qualified beneficiaries" as defined under Treasury Regulations Section 54.4980B-9.

(c) Interpretation. Nothing contained in this Section 5.05, express or implied, shall. or shall be construed to (i) create any third-party beneficiary rights in any Person, including any Transferred Employee, (ii) limit any Person's right to amend or terminate any Employee Benefit Plan or other employment benefit or compensation plan or arrangement, or (iii) alter the at-will status (if and as applicable) of any Transferred Employee's employment.

(d) WARN Act Compliance. Prior to and including the Closing Date, each Seller shall be solely responsible for compliance with WARN requirements, if any, with respect to all of its employees. Each Seller shall notify Buyer as of Closing of any employment losses occurring in the ninety (90)-day period immediately preceding the Closing Date with respect to employees who may be aggregated with Transferred Employees for WARN purposes.

Section 5.06. Excluded Liabilities; Preservation of Existence. Each Seller will pay or make adequate provision for the payment in full of all of the Excluded Liabilities and its obligations hereunder as required pursuant to Florida Law. Each Seller will continue its limited partnership or corporate existence, as applicable, in good standing, and will not engage in any a merger, consolidation, business combination, share exchange, stock purchase, reorganization, recapitalization, liquidation (other than a distribution of the proceeds received pursuant to the transactions contemplated in this Agreement in accordance with applicable Florida Law), dissolution or similar transaction, and will not, except as otherwise expressly provided in this Agreement, modify in any respect any of its Organizational Documents, until the later of: (i) three

(3) years and (ii) if any outstanding indemnification claim by a Buyer Indemnified Party under Article VII is then unresolved, the date on which such claim is finally settled between the Buyer Indemnified Party and the Selling Parties or the date of any final non-appealable resolution of such claim, as applicable.

Section 5.07. Assignment of Buyer Rights. It is anticipated that Buyer may segregate the Purchased Assets and different aspects of the Business in one or more Affiliate entities to be formed. It is therefore acknowledged and agreed that the Buyer may, in its sole discretion, assign some or all of its rights hereunder to one or more Affiliates. In such case, all references to Buyer herein will be deemed to refer to the applicable Affiliate with respect to the Purchased Assets and/or line of the Business identified for that Affiliate; provided, Buyer shall be jointly and severally responsible for the obligations of such Affiliate hereunder. Such Affiliates are intended third party beneficiaries of this Agreement and may enforce any or all of the Buyer's rights hereunder.

Section 5.08. Utility Facilities. A portion of the Purchased Assets consists of water and wastewater utility facilities, including all water and wastewater lines, mains, meters, valves and appurtenances owned and operated by Useppa Utilities, including all portions of the Real Property owned by Useppa Utilities (collectively, the "Utility Facilities"). As of the Agreement Date, the Parties anticipate that the Utility Facilities will be sold and conveyed to Buyer at Closing as an asset-sale structure. However, upon Buyer's request, the Sellers agree to cooperate in good faith to provide such information and documentation relating to Useppa Utilities and the Utility Facilities as is reasonably necessary to assist Buyer in evaluating whether it may be preferable for Buyer to acquire all of the stock of Useppa Utilities (i.e., a stock-sale structure) in lieu of an asset-sale structure. If Buyer, in its sole discretion, elects a stock-sale structure for the Utility Facilities prior to Closing, then the Parties will execute such documentation as is reasonably necessary to accomplish such stock-sale, including but not limited to a reasonable amendment to this Agreement to document such change in structure as to the Utility Facilities, add appropriate representations and warranties consistent with a stock sale with respect to Utility Facilities, and, upon request of Buyer, to structure so that the Buyer's tax treatment is consistent with an asset sale even though structured as a stock sale (e.g., a 336 or 338 election or an F reorganization).

(a) The transfer of the utility system is subject to and contingent upon approval by the Florida Public Service Commission ("FPSC"). Pursuant to Section 367.071(1), Florida Statutes, the parties intend to close prior to the FPSC approval. Promptly following the Closing, the Seller shall execute such documents, instruments and applications as are necessary or requested by the Buyer in order to obtain all governmental approvals necessary or appropriate in connection with the transfer of the utility system to Buyer or its designee. Within ten days prior to Closing, Useppa Utilities shall read the customers' meters and invoice the customers for service up to and including the final meter reading. Useppa Utilities is entitled to all revenues for services up to and including the final meter reading. Buyer shall be entitled to all revenues thereafter. Within ninety (90) day after closing Useppa Utilities shall file an Annual Report with the FPSC for the portion of 2024 during which it owned the utility system and pay all regulatory assessment fees due to the FPSC. Useppa Utilities will cooperate with Buyer in its application to the FPSC for approval of the transfer of Useppa Utilities' FPSC certificates, and water management district and Department of Environmental Protection permits, including but not limited to, providing any required documents. The terms of this provision shall survive the Closing.

(b) Buyer shall assume the liability for customer deposits, and Seller

shall credit Buyer at Closing with all customer deposits and accrued interest thereon, and shall provide Buyer with the list of customers for whom such deposits have been collected and corresponding amounts of such deposits through Closing.

Section 5.09. Investigations. From and after the Agreement Date, Sellers grant to Buyer and its agents and representatives the full right of access to the Purchased Assets, and Buyer may, through its agents and representatives, conduct a complete physical inspection of the Purchased Assets including, without limitation, surveying, environmental and hazardous waste and substance investigations (including so-called Phase I and Phase II assessments and testing), geotechnical testing, geological testing, soil borings, hydrogeological testing and such other engineering and mechanical inspections and investigations as Buyer may require. Buyer shall indemnify, defend and hold Sellers harmless against any mechanic's liens or other claims, costs, liabilities or expenses (including attorneys' fees) against the Purchased Assets or Sellers' ownership therein resulting from Buyer's inspection, surveying, test borings or other work performed by or through Buyer and Buyer shall restore the Property to substantially the same condition as it existed prior to such investigations. The indemnification obligations of this Section do not apply to (a) any loss, liability, cost or expense to the extent arising from or relating to the negligent or intentional acts or omissions of Sellers or Sellers' agents or consultants, or (b) any diminution in value of the Purchased Assets arising from or relating to matters discovered by Buyer during its inspections, including any latent defects discovered by Buyer. Buyer's foregoing indemnification and restoration obligations shall survive the termination of this Agreement for a period of three (3) months.

Section 5.10. Title and Survey.

(a) Seller shall cause to be delivered to Buyer, at Seller's expense, a Commitment for Title Insurance (hereinafter called the **"Commitment"**) covering the Real Property, issued by the Title Agent as agent for Old Republic National Title Insurance Company or other title underwriter acceptable to Buyer (the **"Title Company"**), showing title to the Real Property vested in Sellers and committing to issue an ALTA owner's title policy for the Real Property to Buyer at Closing in the amount of the Purchase Price allocated to the Real Property in accordance with this Agreement. Copies of all documents referred to as exceptions to title in the Commitment shall be delivered to Buyer with the Commitment.

(b) Buyer shall have until the end of the Due Diligence Period (defined herein) (the **"Title and Survey Objection Deadline"**) to review the Commitment and obtain a new survey of the Real Property (the **"Survey"**) and to deliver to Sellers in writing such reasonable and customary objections as Buyer may have to anything contained or set forth therein. Any items to which Buyer does not object shall be deemed to be approved by Buyer and shall be **"Permitted Exceptions"** (herein so called) for purposes of this Agreement. Sellers shall have no obligation to cure any title or survey objections made by Buyer. Within four (4) Business Days following receipt of Buyer's notification, Sellers shall notify Buyer in writing whether Sellers are unable or unwilling to eliminate or modify such unacceptable exceptions to the satisfaction of Buyer prior to the Closing Date. If Sellers so notify Buyer in writing that Sellers are unable or unwilling to eliminate or modify such unacceptable exceptions to the satisfaction of Buyer prior to the Closing Date, then Buyer may terminate this Agreement by notice in writing to Sellers within five (5) Business Days following receipt of Sellers' notice, or may accept such title to the Real Property as Sellers can deliver without any reduction in the Purchase Price, with any unresolved matters becoming Permitted Exceptions. If Sellers notify Buyer in writing that Sellers are willing to undertake to eliminate or modify such unacceptable exceptions to the satisfaction of Buyer prior to the Closing Date, then Sellers shall have until the Closing Date to do so, and shall use commercially reasonable

and diligent efforts to do so, and if Sellers then fail to eliminate or modify such unacceptable exceptions to the satisfaction of Buyer by the Closing Date, then Buyer may (i) terminate this Agreement by notice in writing to Sellers at or prior to Closing, or (ii) accept such title to the Real Property as Sellers can deliver without any reduction in the Purchase Price, with any unresolved matters becoming Permitted Exceptions. If Sellers fails to timely notify Buyer in writing as to whether Sellers are unable or unwilling to undertake to eliminate or modify such unacceptable exceptions to the satisfaction of Buyer prior to the Closing Date, then Buyer may terminate this Agreement by notice in writing to Sellers within five (5) Business Days following the expiration of Sellers' response deadline, or may accept such title to the Property as Sellers can deliver without any reduction in the Purchase Price, with any unresolved matters becoming Permitted Exceptions. In the event of a termination of this Agreement pursuant to this paragraph, the parties shall have no further right, obligation or liability hereunder, except to the extent any right, obligation or liability hereunder expressly survives termination of this Agreement.

(c) Prior to the Closing, Buyer may request one or more endorsements or updates to the Commitment (each, an "Update Endorsement") that updates the effective date of the Commitment. Sellers agree to cure or remove any matter disclosed in an Update Endorsement, which was not previously approved by Buyer, other than a Permitted Exception, so long as such matter did not arise as a result of an act or omission of Buyer or Buyer's agent (a "New Defect"); and if Sellers fail to cure or remove the New Defect prior to Closing, Buyer shall have the option either to (i) waive the uncured New Defect in writing and proceed with the transaction contemplated in this Agreement; or (ii) terminate this Agreement by delivering notice in writing to Sellers pursuant to which the parties shall be relieved of all further liability under this Agreement, except for those that survive termination of this Agreement.

(d) Notwithstanding the foregoing, Sellers shall be required to cure or remove any monetary liens, security interests, UCC financing statements, mortgages or deed of trust, mechanic's liens or other monetary encumbrance of a definite and ascertainable amount affecting the Real Property or any other Purchased Assets, so long as such matter did not arise as a result of an act or omission of Buyer or Buyer's agent. Failure of Seller to do so is deemed a Seller default under Section 10.01and therefore would be a basis for Buyer to receive a refund of the Deposit if this Agreement is terminated. Further notwithstanding the foregoing, if any title defect (including a New Defect) is a result of a default of any Seller Parties under the terms of this Agreement, then Buyer may pursue its rights and remedies under Article X below.

ARTICLE VI
CLOSING

Section 6.01. Closing. Subject to the satisfaction or waiver of the conditions precedent specified in this Article VI, the closing of the transactions contemplated by this Agreement (the **"Closing"**) will take place, on the date that is the first Business Day that is thirty (30) days from the end of the Due Diligence Period, or at such other time and date as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the **"Closing Date."**

Section 6.02. Conditions Precedent to the Obligations of the Buyer. The obligations of the Buyer to consummate the transactions contemplated by this Agreement and the Transaction Agreements are subject to the satisfaction (or written waiver by the Buyer), at or prior to the Closing, of the conditions listed below. The Selling Parties represent and warrant to Buyer that each and every representation and warranty made by them in this Agreement shall be accurate in all respects as of the Closing Date, without any qualifications.

(a) Performance of Covenants. Each of the covenants and obligations set forth herein of which any Selling Party are required to comply or perform at or prior to the Closing shall have been complied with or performed in all material respects.

(b) Closing Deliverables. At or prior to the Closing, the Buyer shall have received the following from the Seller: (i) a bill of sale and assignment and assumption agreement in form reasonably acceptable to the Parties (the **"Bill of Sale and Assignment and Assumption Agreement"**), duly executed by the appropriate Seller; (ii) Intellectual Property assignment agreements in form reasonably acceptable to the Parties (the "IP **Assignment Agreements"**), duly executed by the appropriate Seller; (iii) copies of all consents, approvals, waivers, and authorizations set forth in Section 3.04 of the Disclosure Schedules; (iv) duly executed payoff letters, UCC-3 termination statements, or other documents necessary to evidence the payoff and termination of all Liens in respect of the Purchased Assets; (v) a certificate of non-foreign status, from each Seller, that complies with Treasury Regulation Section 1.1445-2(b)(2); (vi) transition services agreements in form reasonably acceptable to the Parties, duly executed by the Persons set forth on the signature page(s) to said agreements other than Buyer (collectively, the **"Transition Services Agreements"**); (vii) a certificate, duly executed by an executive officer of each Seller (or of an executive officer of the general partner of Seller, where applicable), certifying that such Seller has complied with each of the conditions set forth in Section 6.02(a) and Section 6.02(b); (viii) an estoppel certificate in a form reasonably satisfactory to Buyer, or otherwise consistent with the terms and conditions of the applicable Seller Lease, for each of the Seller Leases; (ix) a certificate of compliance issued by the Florida Department of Revenue for each of the Sellers not more than ten (10) calendar days prior to the Closing Date; (x) a warranty deed conveying fee simple title to the Real Property to Buyer subject only to the Permitted Exceptions; (xi) a Seller's gap/title affidavit customarily used by the Title Company to permit Buyer to obtain an owner's policy of title insurance for the Real Property without the standard preprinted exceptions that can be removed without a survey; (xii) an assignment and assumption of the Seller Leases substantially in form reasonably acceptable to the Parties; (xiii) an assignment of all of Sellers' density rights for unbuilt units on Useppa Island in form reasonably acceptable to the Parties; (xiv) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer or Title Company, as may be required to give effect to this Agreement; (xv) an assignment of all declarant and developer rights of the Sellers under all restrictive covenants encumbering the Real Property in form reasonably acceptable to the Parties (the **"Declarant Assignment"**); (xvi) all keys, combinations and codes to all locks, safes and security devices to the Purchased Assets in Sellers' possession; and (xvii) exclusive possession of the Real Property subject to rights of third parties under the Seller Leases, Post-Closing Bookings and Permitted Exceptions.

(c) No Material Adverse Effect. There shall not have occurred a material adverse effect on the Business, results of operations, financial condition, or Purchased Assets of any Seller, and no event shall have occurred or circumstance exist that, in combination with any other events or circumstances, could reasonably be expected to have such a material adverse effect.

(d) No Restraints. No temporary restraining order, preliminary or permanent injunction, or other order preventing the consummation of the transactions contemplated hereby shall have been issued by any Governmental Body, and there shall not be any Law enacted or deemed applicable to the transactions contemplated hereby that makes the Closing

illegal.

(e) Due Diligence Period. Buyer shall have completed, and in its sole discretion be satisfied with the results of, its due diligence review of the operations and financial condition of the Business and Purchased Assets. **"Due Diligence Period"** means the period that is forty-five (45) days from the Agreement date. Unless Sellers shall have received from Buyer written notice of termination of this Agreement prior to the end of the Due Diligence Period the parties will proceed with Closing.

(f) Municipal Estoppel(s): Receipt of a municipal lien, code enforcement and permit search or estoppel certificate from applicable governmental authorities in form sufficient to (i) induce the Title Company to issue the Title Policy to Buyer without exception for any assessment due to any county, municipality or special taxing district, or for any lien provided by Chapter 159, Florida Statutes or any county ordinance in favor of any city, county, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the Real Property, and (ii) confirm that there are no code enforcement violations or open or expired permits for the Real Property (the **"Municipal Estoppel(s)"**).

(g) Delivery of Title Policy. At the Closing, the Title Company shall be prepared to issue to Buyer an ALTA owner's policy of title insurance ("Title Policy"), insuring Buyer's fee title in the Real Property to Buyer in the amount of the portion of the Purchase Price allocated to the Real Property pursuant to the terms of this Agreement, subject only to the Permitted Exceptions and including such endorsements which Buyer may reasonably request.

Section 6.03. Conditions Precedent to the Obligations of the Sellers. The obligations of the Sellers to consummate the transactions contemplated by this Agreement and the Transaction Agreements are subject to the satisfaction (or written waiver by the Sellers' Representative), at or prior to the Closing, of the following conditions listed below. The Buyer represents and warrant to the Selling Parties that each and every representation and warranty made by it in this Agreement shall be accurate in all respects as of the Closing Date, without any qualifications

(a) Performance of Covenants. Each of the covenants and obligations set forth herein of which the Buyer is required to comply or perform at or prior to the Closing shall have been complied with or performed in all material respects.

(b) Closing Deliverables. At or prior to the Closing, the Selling Parties shall have received the following: (i) the Closing Cash Payment; (ii) the Bill of Sale and Assignment and Assumption Agreements, duly executed by the Buyer; (iii) the IP Assignment Agreements, duly executed by the Buyer; (iv) the Transition Services Agreements, duly executed by the Buyer; (v) a certificate, duly executed by an executive officer of the Buyer, certifying that the Buyer has complied with each of the conditions set forth in Section 6.03(a) and Section 6.03(b).

(c) No Restraints. No temporary restraining order, preliminary or permanent injunction, or other order preventing the consummation of the transactions contemplated hereby shall have been issued by any Governmental Body, and there shall not be any Law enacted or deemed applicable to the transactions contemplated hereby that makes the Closing illegal.

(d) Settlement of Litigation General Support. Prior to the end of the Due

Diligence Period, Sellers shall have received written assurances acceptable to Sellers in Sellers' sole, absolute discretion that the Litigation will be dismissed with prejudice at or prior to Closing and that the applicable Sellers shall receive from the adverse parties in the Litigation full and unequivocal comprehensive release and waivers of all claims and liabilities. **("Litigation Assurances")**. It is anticipated such Litigation Assurances will include the Buyer's agreement to provide certain reparations to the Purchased Assets after Closing consisting of the representations made by Buyer's principals in that certain online "Useppa Town Hall" conducted on June 2, 2025. Upon any reasonable request by Buyer, Sellers agree to cooperate in good faith with Buyer in connection with obtaining the items referenced in this subparagraph, and agree not to oppose Buyer's efforts in connection therewith. Prior to Closing, Sellers agree to keep Buyer reasonably apprised of all material Litigation happenings.

(e) Waiver of Existing Acquisition Rights. To the extent, if any, that all or any portion of the Real Property is subject to any option, right of first refusal, right of first opportunity or similar right to any party to acquire any fee, easement or possessory interest in any portion of the Real Property, including but not limited to those rights described in Section 3.29 (collectively, **"Existing Acquisition Rights"),** then, prior to the end of the Due Diligence Period, Seller shall have procured written assurances acceptable to the Closing Agent in the Closing Agent's sole, absolute discretion that such Existing Acquisition Rights will be unequivocally and perpetually released and waived at or prior to Closing as evidenced by the recording of documentation in the Lee County Official Records in form sufficient for the Title Company to issue the Title Policy at Closing without exception for any Existing Acquisition Rights (the **"Existing Acquisition Rights Assurances").** If the Existing Acquisition Rights Assurances have not been obtained by the end of the Due Diligence Period, then Buyer shall have the right to terminate this Agreement in the manner set forth.in Section 6.02(t) above, but forfeit any rights to the Deposit, or to proceed to Closing and accept the Existing Acquisition Rights as a Permitted Exception. Nothing in this subparagraph will be deemed to amend, alter, supersede, diminish or affect Sellers' representations under Section 3.29 above.

(f) Buyer agrees in writing to preserve and maintain the memorial plaque and gravesite containing the remains of Garfield R. Beckstead located on the Useppa Island ("the Garfield R.. Beckstead Memorial"). To the extent it ever becomes impossible or impractical to maintain the Garfield R.. Beckstead Memorial, Buyer (and/or Buyer's successors) shall coordinate with the Seller's Representative or Garfield R. Beckstead's heirs to have the Garfield R. Beckstead Memorial removed or relocated.

(g) In the event Buyer sells the Assets being purchased hereunder (excluding Inventory and/or Tangible Personal Property in the normal course of business) within three (3) years from the date of Closing to any buyer/buying entity in which Harvey Youngquist, Sandy Stillwell and/or Drew Stein is/are the Buyer/Buyer's principal, then Buyer shall pay to Seller, the Garfield R.. Beckstead Family Irrevocable Trust, a sum equal to two percent (2%) of the gross sales price at the Closing of any such sale.

Section 6.04. Failure of Conditions to Close of Escrow. If any of the conditions to the Closing set forth in Sections 6.02 and 6.03 are not timely satisfied or waived (by the party entitled to waive such condition), for a reason other than the default of Buyer or Sellers under this Agreement, then the party entitled to waive such condition may elect to extend the Closing Date for a period of up to sixty (60) days, but not more than ten (10) days after the satisfaction of such

condition(s), to allow additional time for the satisfaction or completion of such condition(s), and if such extension option is exercised and any of the conditions to the Closing set forth in Sections 6.02 and 6.03 are not timely satisfied or waived (by the party entitled to waive such condition), or if the extension option is not exercised and any such conditions remain unsatisfied or unwaived (by the party entitled to waive such condition), in either event for a reason other than the default of Buyer or Sellers under this Agreement, then (i) this Agreement and the rights and obligations of Buyer and Sellers shall terminate, and the parties shall have no further obligations hereunder except for those obligations which expressly survive the termination of this Agreement, (ii) in the event this Agreement terminates due to Seller's default or the un-insurability of title to the Real Property, then the Escrow Agent and Title Company are hereby instructed to promptly return to Buyer the Deposit, and to the parties any applicable documents deposited by them, respectively, into escrow which are held by the Escrow Agent or Title Company on the date of said termination; and (iii) the reasonable cancellation charges required to be paid by and to the Escrow Agent and Title Company as disclosed in advance of any cancellation, shall be borne by the party incurring same. If any of the conditions to the Closing set forth in Sections 6.02 and 6.03 are not timely satisfied or waived (by the party entitled to waive such condition) due to the default of Buyer or Sellers under this Agreement, then the non-defaulting party may pursue its rights and remedies under Article X below.

ARTICLE VII
SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

Section 7.01. Survival of Representations and Warranties. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is one (1) year from the Closing Date; provided, that the Fundamental Representations or Warranties shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof).

Section 7.02. Indemnification by the Selling Parties. Subject to the limitations set forth in this Article VII, each of the Selling Parties, jointly and severally (the **"Seller Indemnifying Parties"**), agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a **"Buyer Indemnified Party"** and, collectively, the **"Buyer Indemnified Parties"**), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a **"Loss"** and, collectively, the **"Losses"**) paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of: any of the representations or warranties of the Selling Parties contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by any Selling Party pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability, (d) fraud by any Selling Party, and/or (e) any Excluded Taxes of any Seller. Notwithstanding anything to the contrary contained herein, the Selling Indemnifying Parties shall not be liable to the Buyer Indemnified Parties or otherwise responsible to any Buyer Indemnified Parties or their Affiliates for any special, consequential or punitive damages, except in the case of fraud.

Section 7.03. Indemnification by the Buyer. Subject to the limitations set forth in this

Article VII, the Buyer agrees to indemnify and hold harmless the Sellers, including their shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a **"Seller Indemnified Party"** and, collectively, the **"Seller Indemnified Parties"**), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of: any of the representations or warranties of the Buyer contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement, (c) fraud by the Buyer, (d) any Assumed Liability and/or (e) any liability pertaining to any Purchased Asset accruing after the Closing Date.

Section 7.04. Indemnification Procedures.

(a) Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action, or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a **"Third-party Claim"**), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of material rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty (20) days thereafter, assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, that the Indemnifying Party shall not be entitled to assume control of such defense and shall pay the fees and expenses of counsel retained by the Indemnified Party if (i) such Third-party Claim relates to, or arises in connection with, any criminal, civil, or administrative action, investigation, or other proceeding instituted by a Governmental Body, (ii) a conflict of interest exists between the Indemnifying Party and the Indemnified Party, (iii) such Third-party Claim seeks an injunction or other equitable relief against the Indemnified Party, or (iv) such Third-party Claim involves any Material Customer or Material Supplier. In the event, however, that the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty (20)-day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder, the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party's own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim, or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates

from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or (A)consent includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) In the event an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "Notice of Claim"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 7.04(c). In the event that the Indemnifying Party does not notify the Indemnified Party within thirty (30) days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article VII or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article VII, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five (5) Business Days following the final determination of the merits and amounts of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

Section 7.05. Indemnity Cap. The aggregate Losses of the Seller Indemnifying Parties, pursuant to Section 7.02, shall not exceed one million dollars ($1,000,000) (the "Indemnity Cap"), other than with respect to Losses arising out of (a) fraud or willful misconduct, or (b) breaches of any Fundamental Representations. The aggregate Losses of the Buyer Indemnifying Parties, pursuant to Section 7.03, shall not exceed the Indemnity Cap, other than with respect to Losses arising out of (a) fraud or willful misconduct, or (b) breaches of any Fundamental Representations.

Section 7.06. Materiality Qualifiers. For purposes of determining (a) the amount of any Losses arising from a breach of any representation or warranty for which an Indemnified Party is entitled to indemnification under this Article VII and/or (b) whether a breach of any representation or warranty of any Indemnified Party exists for purposes of this Article VII, the terms "material," "material adverse effect," "in all material respects," and words of similar import shall be disregarded and given no effect.

Section 7.07. Effect of Knowledge. The rights of the Indemnified Parties to indemnification for the representations, warranties, covenants and agreements set forth herein are

part of the basis of the bargain contemplated by this Agreement, and their rights to indemnification shall not be affected or waived by virtue of (and the Buyer or the Sellers, as applicable, shall be deemed to have relied upon the representations, warranties, covenants and agreements set forth herein notwithstanding) any knowledge on the part of the Buyer, the Sellers or any other Indemnified Party of any untruth of any such representation or warranty or breach of any covenant or agreement set forth in this Agreement, regardless of whether such knowledge was obtained through the investigation by the Buyer, the Sellers or any other Indemnified Party or through disclosure by the Sellers (other than disclosures set forth in the Disclosure Schedules) or the Buyer or any other Person, and regardless of whether such knowledge was obtained before, at, or after the Closing.

Section 7.08. Tax Treatment. Any payment made pursuant to this Article VII by a Seller shall be treated by the Parties for U.S. federal Income Tax and other applicable Tax purposes, unless otherwise required by applicable Law, as an adjustment to the cash proceeds received by such Seller pursuant to this Agreement.

ARTICLE VIII
TERMINATION

Section 8.01. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the written consent of the Parties;

(b) by any Party upon written notice to the other Parties in the event that there shall be any Law that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited, or any Governmental Body shall have issued an order restraining or enjoining the transactions contemplated by this Agreement and such order shall have become final and non-appealable;

(c) by written notice from Buyer to Sellers Representative if the Sellers are unable to provide insurable title to the Real Property except if Buyer fails to procure the waiver of the Existing Acquisition Rights as per Section 6.03 (f);

(d) by written notice from the Buyer to the Sellers' Representative (provided that the Buyer is not then in material breach of any representation, warranty, covenant, or agreement contained in this Agreement), if there has been a breach of any representation, warranty, covenant, or agreement by any Seller, or any such representation or warranty shall become untrue after the date hereof, such that the conditions in Section 6.02(a), (b), and/or (c) would not be satisfied and such breach is not curable or, if curable, is not cured within the earlier of (i) thirty (30) days after written notice thereof is given by the Buyer to the Sellers' Representative and (ii) the Expiration Date;

(e) by written notice from the Sellers' Representative to the Buyer (provided that none of the Sellers is then in material breach of any representation, warranty, covenant, or agreement contained in this Agreement), if there has been a breach of any representation, warranty, covenant, or agreement by the Buyer, or any such representation or warranty shall become untrue after the date hereof, such that the conditions in Section 6.03(a), (b), (d), (e), and/or (f) and would not be satisfied and such breach is not curable or, if curable, is not cured within the earlier of (i) thirty (30) days after written notice thereof is given by the Sellers' Representative to the Buyer and (ii) the Expiration Date;

(f) by written notice from the Buyer to the Sellers' Representative at any time prior to the expiration of the Due Diligence Period; or

(g) by any Party upon written notice to the other Parties if the Closing fails to occur on the Closing Date (subject any provisions in this Agreement which extend the Closing Date), for any reason whatsoever, unless such failure shall be due to the failure of such Party to perform or comply with any covenants or agreements hereunder.

Section 8.02. Effect of Termination. In the event of termination of this Agreement pursuant to Section 8.01, this Agreement shall forthwith become void and there shall be no Liability on the part of any Party, except that (a) the provisions of this Section 8.02 and Article XII shall survive the termination of this Agreement, and (b) nothing herein shall relieve a Party from Liability for any intentional breach of any provision of this Agreement occurring prior to the time of such termination. In the event this Agreement is terminated by Buyer pursuant to Section 8.0l(b), Section 8.0l(c), Section 8.0l(e), or Section 8.01(d), the Deposit shall be returned to Buyer. In the event of termination of this Agreement for any other reason, the Seller shall retain the Deposit.

ARTICLE IX
Intentionally deleted

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01. Default by Seller Parties. In the event that any representations or warranties of the Seller Parties contained herein are materially untrue (either when made or at the Closing Date) or if any Seller Parties shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein which are to be performed by any Seller Parties, and Seller Parties shall not have cured said failure within five (5) Business Days after written notice thereof, and a default by Buyer shall not have caused such performance failure by any Seller Parties, then Buyer, at its option and as its sole remedies may either (a) terminate this Agreement, in which event Escrow Agent shall cause the Deposit to be immediately returned to Buyer, and the Parties hereto shall be relieved of any further obligation to the other arising by virtue of this Agreement (except for obligations that are expressly intended to survive the termination of this Agreement), or (b) pursue specific performance of this Agreement and/or seek damages against Seller. If Closing is consummated, Buyer shall have all remedies available at law or in equity (including, without limitation, the indemnification rights under Article VII hereof) in the event any Seller Parties fail to perform any of their obligations under this Agreement (or any document executed at Closing pursuant to this Agreement) that survives Closing or, in the event that Buyer first discovers after the Closing Date that any of Seller Parties' representations and warranties contained herein are untrue.

Section 10.02. Default by Buyer. If Buyer shall fail to close the purchase of the Purchased Assets as contemplated hereby due to the default of Buyer hereunder, and Buyer shall not have cured said default within five (5) Business Days after written notice thereof, and a default by any Seller Parties shall not have caused such performance failure by Buyer, the Deposit already paid into escrow shall be paid to the Seller Parties as liquidated damages (and not as a penalty) as the sole and exclusive remedy for such default, it being mutually acknowledged and agreed that the amount of damages for Buyer's default would be difficult or impossible to ascertain in advance

and that the amount of the Deposit constitutes a reasonable approximation thereof. If Closing is consummated, the Seller Parties shall have all remedies available at law or in equity (including, without limitation, the indemnification rights under Article VII hereof) in the event Buyer fails to perform any obligation of Buyer under this Agreement (or any document executed at Closing pursuant to this Agreement) that survives Closing.

ARTICLE XI
EMINENT DOMAIN

Section 11.01. Commencement of Action. In the event that at any time prior to the Closing, any notice of or proceeding shall be commenced or consummated for the taking of all or any part of the Real Property for public or quasi-public use pursuant to the power of eminent domain or otherwise, Seller shall promptly give written notice thereof to Buyer.

Section 11.02. Buyer's Option to Cancel. The commencement or completion of any such proceeding shall have no effect on this Agreement unless Buyer, by reason thereof, elects at its option, within the earlier of thirty (30) days after receipt by it of Seller's notice of such taking or prior to the scheduled Closing, to cancel this Agreement by giving written notice thereof to Seller to such effect, and upon the giving of such notice, this Agreement shall become null and void and of no further force or effect, with neither party having any further rights or liabilities hereunder except for those obligations which expressly survive the termination of this Agreement.

Section 11.03. Buyer's Right to Purchase. If Buyer shall elect to proceed with the performance of this Agreement, notwithstanding the commencement of any such proceedings described herein, or the completion of any such taking, then at Closing Seller shall assign any and all awards and other compensation for any such taking to Buyer, and Seller shall convey all or such portion of the Real Property, if any, as shall be left after such taking in accordance with the terms of this Agreement.

ARTICLE XII
MISCELLANEOUS

Section 12.01. Entire Agreement. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

Section 12.02. No Third-party Beneficiaries. Except as provided in Section 5.07 and in Article VII, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to, or shall confer upon, any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under, or by reason of, this Agreement.

Section 12.03. Amendment. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 12.04. Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim

or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 12.05. Notices. All notices and other communications required or permitted hereunder shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two (2) Business Days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) upon facsimile or electronic mail transmission.

If to the Buyer, addressed to:

Useppa Island Partners, LLC
9132 Strada Place, Third Floor
Naples, FL 34108
Attn: Steve Mezynieski & Simon Bound
Emails: steve@shexcavation.com
simonexmbound@gmail.com

With a copy (which shall not constitute notice), addressed to:

Attn: Theodore R. Walters, Esq.
Porter Wright Morris & Arthur, LLP
9132 Strada Place, Suite 301
Naples, FL 34108
Email: twalters@porterwright.com

If to the Sellers' Representative (for the benefit of any Selling Party), addressed to:

Useppa Inn and Dock Company, Ltd.
c/o Frank J. Aloia, Jr., Esq.
Aloia | Roland
2222 Second Street
Fort Myers, FL 33901
Email: faloia@lawdefined.com

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 12.06. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of the Selling Parties hereunder shall be assigned by such Party without the prior written consent of the Buyer. This Agreement will be

binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 12.07. Public Disclosure. Except as may be required by Law, none of the Selling Parties shall issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, without the prior written consent of the Buyer.

Section 12.08. Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with the transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 12.09. Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity. However, in the event of any inconsistency between the terms of this Section and the terms of Article X, the terms of Article X will control and prevail.

Section 12.10. Disclosure Schedules. The Disclosure Schedules shall be subject to the following terms and conditions: (a) the sections in the Disclosure Schedules shall correspond to the numbering set forth in this Agreement; and (b) each item disclosed in the Disclosure Schedules on a particular section shall be deemed to be disclosed on other sections only to the extent that the relevance of such disclosure to another section is referenced or cross referenced therein or is otherwise readily apparent on the face of such disclosure that the disclosure applies to such other Disclosure Schedules.

Section 12.11. Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Electronic signatures will be deemed to be an original signature.

Section 12.12. Governing Law. This Agreement shall in all respects be construed in accordance with, and governed by, the Laws of the State of Florida without regard to conflict of Laws principles.

Section 12.13. Submission to Jurisdiction. Any Action arising out of, or based upon, this Agreement or the transactions contemplated hereby shall exclusively be in the state courts of competent jurisdiction sitting in Lee County, Florida.

Section 12.14. Waiver of Jury Trial. NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY

OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Section 12.15. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 12.16. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

Section 12.17. Descriptive Headings; Interpretation. The headings and captions used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized terms used in any Schedule or Exhibit attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. Unless otherwise indicated to the contrary herein by the context or use thereof, (a) the words "herein," "hereto," "hereof' and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or paragraph hereof, (b) the word "including" means "including, without limitation," (c) words importing the singular will also include the plural and vice versa, (d) words denoting any gender shall include all genders, (e) references to a Person are also to its permitted successors and permitted assigns, (f) references to Schedules shall mean one of the disclosure schedules constituting the Disclosure Schedules, (g) any reference to any specific Governmental Body shall be deemed to include any successor thereto, (h) any accounting terms used in this Agreement shall, unless otherwise defined in this Agreement, have the meaning ascribed thereto by GAAP, (i) the phrase "to the extent" means the degree to which a thing extends (rather than "if'), and (j) the word "or" shall be disjunctive but not exclusive. References to "$" or "dollars" will be references to United States Dollars, and with respect to any contract, obligation, liability, claim, or document that is contemplated by this Agreement but denominated in currency other than United States Dollars, the amounts described in such contract, obligation, liability, claim, or document will be deemed to be converted into United States Dollars for purposes of this Agreement as of the applicable date of determination. Unless the context of this Agreement otherwise requires, references to Contracts shall be deemed to include all subsequent amendments or other modifications thereto (subject to any restrictions on amendments or modifications set forth in this Agreement). Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to Laws shall be construed as including all Laws consolidating, amending

or replacing the Law. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

Section 12.18. Further Assurances. From time to time following the Closing, the Parties shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases, and instruments, and shall take such reasonable actions as may be necessary or appropriate to make effective the transactions contemplated hereby as may be reasonably requested by the other Parties (including (a) transferring back to the Sellers or their respective designees each Excluded Asset and any asset or Liability not contemplated by this Agreement to be a Purchased Asset or an Assumed Liability, respectively, which asset or Liability was transferred to the Buyer at the Closing and (b) transferring to the Buyer (and having the Buyer assume) any asset or Liability contemplated by this Agreement to be a Purchased Asset or an Assumed Liability, respectively, which was not transferred to the Buyer at the Closing). In furtherance of the foregoing, following the Closing, the Sellers shall promptly remit to the Buyer any cash collected for the benefit of the Buyer in respect of any of the Purchased Assets and the Buyer shall promptly reimburse the applicable Seller for any payments made, at the direction of, or for the benefit of, the Buyer in respect of the Assumed Liabilities.

Section 12.19. Sellers' Representative.

(a) Each Selling Party hereby irrevocably nominates, constitutes, and appoints the Sellers' Representative as the agent and true and lawful attorney in fact of such Selling Party, with full power of substitution, to act in the name, place, and stead of such Selling Party for purposes of executing any documents and taking any actions that the Sellers' Representative may, in its sole discretion, determine to be necessary, desirable, or appropriate in all matters relating to, or arising out of, this Agreement (collectively, the "Representative Matters"). The Sellers' Representative hereby accepts each Selling Party's appointment as representative.

(b) Each Selling Party grants to the Sellers' Representative full authority to execute, deliver, acknowledge, certify, and file on behalf of such Selling Party (in the name of such Selling Party or otherwise) any and all documents that the Sellers' Representative may, in the Sellers' Representative's sole discretion, determine to be necessary, desirable, or appropriate, in such forms and containing such provisions as the Sellers' Representative may, in the Sellers' Representative's sole discretion, determine to be appropriate, in performing Sellers' Representative's duties as contemplated by Section 12.19(a). Notwithstanding anything to the contrary contained in this Agreement or in any other Contract executed in connection with the transactions contemplated hereby, the Buyer shall be entitled to deal exclusively with the Sellers' Representative on all Representative Matters, and shall be entitled to rely conclusively (without further evidence of any kind whatsoever) on any document executed, or purported to be executed, on behalf of any Selling Party by the Sellers' Representative with respect to any Representative Matters, and on any other action taken, or purported to be taken, on behalf of any Selling Party by the Sellers' Representative with respect to any Representative Matters, as fully binding upon each such Selling Party. The power of attorney granted in this Section 12.19(a): (i) is coupled with an interest and is irrevocable and (ii) shall survive the dissolution, death, or incapacity of any such Selling Party.

(c) The Sellers' Representative may resign at any time by providing written notice of its intent to resign to the Selling Party. If the Sellers' Representative resigns or is otherwise unable to fulfill its responsibilities hereunder, the Sellers shall, within ten (10) Business Days after such resignation or inability, appoint a successor to serve as the Sellers' Representative and immediately thereafter notify Buyer of the identity of such successor. Any such successor shall succeed the Sellers' Representative as Sellers' Representative for all purposes hereunder. If for any reason there is no Sellers' Representative at any time, all references herein to the Sellers' Representative shall be deemed to refer to the Selling Parties.

(d) The Sellers' Representative shall not be liable for any action taken or omitted to be taken by the Sellers' Representative as the Sellers' Representative, except in the case of its willful misconduct or gross negligence. The Selling Parties -shall jointly and severally indemnify the Sellers' Representative and hold the Sellers' Representative harmless from and against any debt, liability or obligation incurred by the Sellers' Representative arising out of, or in connection with, the administration of the Sellers' Representative's duties as the Sellers' Representative, except to the extent such debt, liability or obligation is caused by the Sellers' Representative's willful misconduct or gross negligence.

Section 12.20. Attorneys' Fees. In any action or litigation between the Parties to interpret this Agreement or as a result of failure to perform or default under this Agreement, the prevailing party shall be entitled to recover such reasonable attorneys' fees and court costs as may be awarded by the court. Such attorneys' fees and court costs shall include those incurred at the pre-trial, trial, and appellate levels and shall include such fees and costs incurred to determine the entitlement and amount of such attorneys' fees and court costs.

Section 12.21. 1031 Exchange. Either Party may consummate the purchase or sale of the Real Property as part of a so-called like kind exchange (the "Exchange") pursuant to §1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (i) the non-exchanging Party shall be provided no less than five (5) days prior written notice of such Exchange and the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the exchange be a condition precedent or condition subsequent to either Party's obligations under this Agreement; (ii) the exchanging Party shall effect the Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; (iii) the non-exchanging Party shall not be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange; and (iv) the exchanging Party shall indemnify and hold the non-exchanging Party harmless from any claims, liabilities, costs, damages, loss or expense incurred by the non-exchanging Party in connection with the Exchange, including reasonable attorneys' fees, but exclusive of those costs and expenses the non-exchanging Party would otherwise incur in performing this Agreement absent the Exchange. The non-exchanging Party shall not by this Agreement or acquiescence to the Exchange {l) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the exchanging Party that the Exchange in fact complies with §1031 of the Code. In the event the exchanging party is the Buyer, such exchange may be for any portion or all of the Real Property, as identified by the Buyer, and may be accomplished by a permitted assignee of Buyer.

Section 12.22. Baggage. On the Closing Date, employees, agents or representatives of Useppa Inn and Buyer shall jointly shall make a written inventory of all baggage, boxes and similar items checked in or left by hotel guests in the care of Useppa Inn at the Real Property, and Useppa

Inn shall deliver to Buyer the keys to any secured area which such baggage and other items are stored (and thereafter such baggage, boxes and other items inventoried shall be deemed the "Inventoried Baggage"). Buyer shall be responsible for, and shall indemnify and hold harmless Sellers from and against any and all liabilities, damages, losses, costs or expenses, including reasonable attorneys' fees and expenses and court costs, incurred by Sellers with respect to any theft, loss or damage to any Inventoried Baggage from and after the time of Closing, and such obligations of Buyer shall survive the Closing.

Section 12.23. Lifetime Memberships. The Parties Agree that this section and its counterparts shall survive Closing. Buyer agrees to honor lifetime memberships in Useppa Island Club previously granted by Seller to Phillis Wells and Tim Fitzsimmons for the remainder of their natural lives, and to grant and maintain lifetime membership status in Useppa Island Club to Sanae Beckstead, Donald Beckstead, and Mika Beckstead, and their respective children (hereinafter, the "Beckstead Family" or "Beckstead Family Lifetime Membership"), treating them the same as all other members, waiving all club dues, but not waiving expenses relating to their enjoyment of their membership status. In the event that Buyer, its successors, assigns, appointees, agents, representatives, and/or any other party authorized to act on behalf of the Buyer terminates the Club Membership Model, the Beckstead Family Lifetime Membership shall remain in full force in effect and the Beckstead Family shall retain and have a right to reasonably access the Real Property and the amenities thereon and appurtenant thereto for their reasonable use and quiet enjoyment.

Section 12.24. Time of Essence. It is understood and agreed by the parties hereto that time shall be of the essence in this Agreement and such time shall be an essential part of this Agreement.

Section 12.25. Assignment. Assignment. This Agreement is not assignable by either party without the express written consent of the other party.

Section 12.26. Risk of Loss. The risk of any loss, destruction or other damage to the Purchased Assets, other than ordinary wear and tear, prior to the completion of Closing, shall be solely that of Sellers. Buyer assumes all risk of loss following Closing. In the event of the occurrence of a material loss, defined as a loss or damage in excess of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) but less than One Hundred Thousand and 00/100 Dollars ($100,000.00) which Seller has not cured or undertaken efforts to pay for and cure prior to Closing and/or is covered by Sellers' insurance, Buyer shall purchase the Assets "as is" with a reduction of Purchase Price equal to an appraisal of the loss as determined by an appraiser appointed by Buyer and Seller. and there shall be no further liability or obligation on the part of Sellers or Buyer hereunder except for those matters that expressly survive termination. In the event such loss exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00), Seller shall have the option to cure the casualty/loss, and escrow the funds at Closing necessary to effectuate the cure, or terminate this Agreement and refund Buyer's deposit in full and there shall be no further liability or obligation on the part of Sellers or Buyer hereunder, except for those matters that expressly survive termination.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement

"BUYER"

Useppa Island Partners, LLC, a Florida limited liability company

By: Steve Mezynieski 06/27/2025 02:38 PM EDT

Steve Mezynieski
Its: Manager

By: Simon Bound 06/27/2025 02:43 PM EDT

Siimon Bound
Its: Manager

SELLERS'

Useppa Inn and Dock Company, Ltd.

By: Useppa Inn and Dock Company, Inc. as its General Partner

By: _____

DONALD BECKSTEAD
Its: President

Useppa Island Utilities Company, Inc., a Florida corporation

By: _____

DONALD BECKSTEAD
Its: President

Useppa Property Company, Inc., a Florida corporation

By: _____

DONALD BECKSTEAD
Its: President

Useppa Inn and Dock Company, Inc., a Florida corporation

By: _____
Donald Beckstead (Jun 27, 2025 15:45 EDT)

DONALD BECKSTEAD
Its: President

Sanae Beckstead Trust, dated March 6, 2000

By: _____
Sanae Beckstead (Jun 27, 2025 15:00 EDT)

SANAE BECKSTEAD, as Trustee

EXHIBIT A

BUSINESSES

Asset of Business to convey:

1. **Useppa Inn & Dock operating business** in toto (less cash on hand and in accounts): 4 unique categories of dues-paying members: "Preferred"; "Corporate"; "Resident"; "Collier Inn Dining"

2. **Rental accommodation management program & overnight dockage:** Management of Useppa rental program for private properties; overnight dockage in marina: UIDC-controlled rental rooms (Collier Inn)

3. **The Collier** Inn **Restaurant** & Inn: Restaurant with full kitchen; bar w/liquor license; 7 rental rooms

4. **The Joseffa Store:** retail boutique & marina "ship-store" (apparel, foods, beer & wine sales)

5. **The Tarpon Bar:** operating bar with liquor license; dining area; food-service kitchen

6. **Bocilla Marina & Shoreport:** Bokellia shoreport/marina/retail ship-store with fuel dock, live bait, boat ramp, dock slips

7. **Service department:** Landscaping w/equipment; housekeeping; golf cart mechanic & shop w/lift & equipment

8. **Rolling-stock:** Corinthian 31.-passenger ferryboat; 25' Parker 6-passenger boat; 24' C-Hawk 6-passenger boat; golf cart fleet (rental and staff); various heavy machines (telescoping forklift, mini-excavator, tractor)

9. **Barge and operations/Maria Dr. landing site:** 30' barge with 20'x40' working deck. Existing barge landing lease at Maria Dr. (this needs to be conveyed creatively because transfer of control allows County to offer it to highest bidder)

10. **Useppa Island Utilities Company, Inc.**

11. **Useppa Property Company, Inc.**

12. All related and ancillary businesses as operated by Sellers prior to Closing

* Note: Included herewith is the (applicable) Seller's assignment (to the extent permissible) of any applicable Seller's rights to Seller's pending federal Economic Injury Disaster Loan ("EIDL") through the U.S. Small Business Administration. One or more of the Sellers has three (3) pending EIDL loans that, to Sellers' knowledge, have been approved and Sellers are awaiting funding. The aggregate principal of these EIDL loans is Four Million Dollars ($4,000,000.00). Any permissible assignment of any EIDL loan must include a full release of the applicable Selling Party.

EXHIBIT B

DISCLOSURE SCHEDULES
LIST OF SCHEDULES TO
ASSET PURCHASE AGREEMENT

SCHEDULE	SECTION
Disclosure Schedules	2.01
Assigned Contracts	2.0l(a)
Tangible Personal Property	2.0l(b)
Sellers IP	2.0l(c)
Transferred Permits	2.0l(d)
Real Property	2.0l(i)
Consents	3.04
Conflicts	3.05
Intellectual Property	3.07(a)
Registered Intellectual Property •	3.07(b)
Transferable	3.07(c)
No Royalties	3.07(i)
Material Unauthorized Access	3.07(p)
Material Contract	3.08
Environmental Permits	3.l0(a)
Indebtedness	3.ll(c)
Outstanding Capital Securities	3.13
Employees	3.14(a){l)
Independent Contractors	3.14(a)(2)
Employee Benefit Plan	3.15
Except Employee Benefit Plan	3.lS(c)
Legal Proceedings	3.17
Material Supplier	3.19
Competitor	3.20(b)
Leases, Subleases, Real Property Licenses or Similar Agreements	3.22
Insurance	3.23
Material Impact COVID-19	3.25
Adverse Events	3.29

EXHIBIT C

SCHEDULES TO
ASSET PURCHASE AGREEMENT

SECTION - SCHEDULE

2.01 - Excluded Assets

1. Portrait of Gar and Sanae Beckstead in Collier Inn (available to be kept at Inn if desired by Buyer)

2. Paul Arsenault painting currently hanging in Barron Collier Dining Room (same as above)

3. Blue Club car golf cart currently in use by Donald Beckstead

4. Contents of the Sanae Beckstead's personal residence located at 111 Useppa Island.

5. The remains of Gar Beckstead and Gar Beckstead Memorial.

2.01(a)-Assigned Contracts

Subject to further review by Buyer during Due Diligence, including receipt of the current contracts for the following:

1. Employee Housing Lease Agreements for current employees who are hired by Buyer at Closing;
2. Coastal Contracting Storage Lease;
3. Sterns Custom Builders Storage Lease;
4. Del Prado Office Lease;
5. Obligations accruing on and after June 13, 2025 under that certain dock repair Contract with Cracker Marine Services.

Buyer may, in its sole, absolute discretion, remove one or more of the foregoing contracts from the list of Assigned Contracts at any time prior to Closing.

2.01(b)-Tangible Personal Property

1. See list previously submitted- See depreciation schedule in Data Room

2.01(c)- Sellers IP

1. Company Logo
2. Membership list

2.01 (d)-Transferred Permits

1. Submerged land Lease
2. FL PUC Operating License
3. Retail Operating Licenses & Occupancy Permits
4. Mangrove Management Permit

2.01(i)-Real Property

1. See Real Property Appendix 1

3.04- Required Consents

1. "Right of First Refusal" to the Useppa Island Club Board of Governors in conjunction with the Useppa Island Property Owner's Association, Inc. and Useppa Members Association dated July 4, 1995

2. Barge Landing Lease Agreement Pine Island Commercial Marina with Lee County (not assignable)

3.05 -Conflicts

1. "Right of First Refusal" to the Useppa Island Cub Board of Governors in conjunction with the Useppa Island Property Owner's Association, Inc. and Useppa Members Association dated July 4. 1995

3.07(a)-Intellectual Property

1. Jonas Club Management Software
2. Membership List
3. Company Logo
4. Website
5. Facebook page
6. Instagram page

3.07(b)-Registered Intellectual Property

1. None

3.07(c)-Non-transferable Intellectual Property

1. None

3.07(i)-Royalties, Commissions or Fees

1. None

3.07(p)-Material Unauthorized Access

1. None

3.08 - Contracts

1. Cabbage Key Trash/Debris Removal
2. Coastal Contracting of Florida Storage Lease
3. Sterns Custom Builders Storage Lease
4. Discount contract with Cheney Brothers
5. Barge Landing Lease Agreement Pine Island Commercial Marina with Lee County (not assignable)
6. Comcast agreement

3.10(a)-Environmental Permits

1. Submerged land Lease
2. FL PUC Operating License
3. Retail Operating Licenses & Occupancy Permits
4. Mangrove Management Permit

3.11(c)- Indebtedness

1. Centennial Bank Mortgage for 114-B Useppa Island (Turtle Grass Cottage) (to be satisfied out of closing proceeds)
2. Centennial Bank Secured Line of Credit (to be satisfied out of closing proceeds)
3. Komatsu Financial (to be assumed by Buyer)
   Purchase Date: 03/25/2022
   Amount Financed: $87,445
   Monthly Payment: $1,731.10
   Interest Rate: 6.99%

Loan Term: 61 Months

4. Kubota USA- Mini Excavator (to be assumed by Buyer)
   Purchase Date: 01/04/2023
   Amount Financed: $33,931.33
   Monthly Payment: $590.59
   Interest Rate: 1.99%
   Loan Term: 60 Months
5. Kubota USA- 4WD Tractor (to be assumed by Buyer)
   Purchase Date: 11/09/2023
   Amount Financed: $29,632.80
   Monthly Payment: $505.26
   Interest Rate: .09%
   Loan Term: 48 Months

3.13 - Outstanding Capital Securities

1. Useppa Inn owned 99% by Beckstead Trust and 1% by GP
2. Useppa Utilities owned 100% by Useppa Inn
3. GP owned 100% by Useppa Inn
4. Useppa Property owned 100% by Donald G. Beckstead

3.14(a)(l)- Employees

1. See Employee Census Appendix 2

3.14(a)(2)-Independent Contractors

1. See Independent Contractor List Appendix 3

3.15 - Employee Benefits Plan

1. Health Insurance: Useppa Inn obtains its health insurance from Brown & Brown of SW FL and our representative is Tonya Lawson, who has assigned Maria Muhlhauser as our case contact. We are currently using United Healthcare. Useppa Inn receives a negotiated rate effective each December 1st for upcoming program year. Useppa Inn pays for 67% of the base plan, single premium (currently $184.38 per pay period). This amount extends to all enrollees who enroll dependents, and those who chose the premium plan.
2. Dental Insurance: Useppa Inn offers employees a dental plan from Brown & Brown that is also issued by United Healthcare. These premiums are fully deducted on a bi-weekly basis to the enrollee. Useppa Inn manages the enrollment, changes, termination of coverage, and premium payment.
3. Vision Insurance: Useppa Inn offers employees a Vision plan from Brown & Brown that is also issued by United Healthcare. These premiums are fully deducted on a bi-weekly basis to the enrollee. Useppa Inn manages the enrollment, changes, termination of coverage, and premium payment.
4. AD&D/Life Insurance: Useppa Inn pays 100% of the premium for a $25,000 AD&D and Life insurance policy to all full-time employees (30 hrs. or more per week).
5. 401-K Retirement Plan: Useppa Inn offers a voluntary retirement plan that the enrollees choose their withholdings on a bi-weekly basis. Useppa Inn matches contributions up to 4% of the employee's annual earnings. The matching contribution is reconciled and paid once per year in January. The employee contributions are withheld and sent to the plan provider each Wednesday after payroll of distributed.

6. AFLAC: Useppa Inn contracts with AFLAC to offer optional policies. These are 100% paid by the employee and Useppa Inn administers the program and submits the invoice balance on their behalf.

7. PTO, Holiday, Bereavement Policies

3.15(c)-Exempt Employee Benefit Plan

1. 100% Paid Health, Dental, and Vision Insurance (various) to Beckstead Family
2. 5 YR. Retirement Benefit to T. Fitzsimmons (2 years remaining) hour long
3. Monthly Retirement Stipend Sanae Beckstead (currently suspended) current status

3.17- Legal Proceedings

1. Civil Lawsuit filed by David Nutting vs. Useppa Inn and Dock Company, Ltd. Case No. 23CA010535, 20th Judicial Circuit Court, Lee County, Florida (See "the Litigation")

3.19-Material Suppliers (fop Vendors for 2021)

CHENEY BROTHERS, INC.
UNITED HEALTHCARE INSURANCE
AC MEDIC 911, LLC
PALMDALE OIL COMPANY
ONWARD TECHNOLOGY SOLUTIONS
LEE COUNTY TAX COLLECTOR
LOGGERHEAD BARGE CO
LEE COUNTY ELECTRIC
USEPPA UTILITY COMPANY
AQUATIC CUSOM POOLS, LLC
FCCI INSURANCE GROUP

Cheney Brothers Supplier Relationship

Cheney Brothers currently supplies most of Useppa Inn's food service needs. Useppa Inn uses them to provide bulk food items, kitchen and janitorial supplies, and other miscellaneous items for weekly delivery. All invoices are approved by the department manager who placed the order. These are compiled and entered into the account payable system and a check is prepared for payment due on the 10th of the following month. Useppa Inn's representative is Dominic DeFilippi. They are consistently Useppa Inn's largest annual vendor.

PRIMARY VENDORS 12/26/23:

Landscape

- ABC Pest Control (Turf Control Service)
- Eastside Rental (Small Stihl Equipment purchase/ repairs)
- Pine Island Distributor (Landscape Materials)
- Vermeer (Chipper Parts)
- Creel (Tractor Parts)
- H&E Equipment (Skid-Steer Parts)

- RIB Landscape (Landscape Project Sub-Contractor)
- Beltran Nursery (Landscape Plants/ Services)

Barge
- Palmdale Oil (Fuel)
- Bob & Annie's (Marine Repairs)
- H&E Equipment (Gehl Repairs)
- Island Barge Company (Sub-contract Barge Service)
- Sunbelt Rentals (Forklift Rental for Co-op)

Golf Carts
- Nivel (Parts)
- Amazon (Parts)
- Discount Batteries (Cart Batteries)

Utilities
- US water (Contract Services)
- Sanders Lab {WTP and WWTP Lab Services) (Lab Samples Transport)
- CPR Courier
- MG Electric (Plant Electrical Contractor) (Plant Electrical Parts/ Repairs) (Plumbing Parts)
- Mader Electric
- Core&Main (Pump Supplier)
- CoastPump (Parts Vendor)
- USA Bluebook (Chemical Supplier)
- Hawkins

Service Others
- Lowes (Parts)
- HomeDepot (Parts)
- WastePro (Solid Waste)

Restaurant
- Cheney Brothers (Food & Supplies)
- Breakthru (Liquor Vendor)
- Republic National {Liquor Vendor)
- Suncoast Beverage (Beer Vendor) (Soda Vendor)
- CocaCola
- Webstaurant Store (Restaurant Supplies)
- Bar Harbor Seafood (Seafood Vendor)
- Seed to Table (Fresh Fruits & Vegetables)

Joseffa Sore
- Outdoor Custom (Clothing Supplier)
- Cutter & Buck (Clothing Supplier)

- Bob Beale Outfitters (Clothing Supplier)
- Southern Tide (Clothing Supplier)

Administration & Accounting

- Onward Tech Solutions (IT Supplier)
- Indeed (Employment)
- Pitney Bowes (Postage)
- Brown & Brown of SW FL (Insurance et al...)
- LCEC (Electric Utility)
- Lee County Tax Collector (Property Taxes)
- J & J Apartments (Del Prado Lease)
- Jonas Club Management (Software Support)
- United HealthCare (Health Insurance Provider)

3.20(b)-Competitor

1. None

3.22- Seller Leases, Sub-Leases, Real Property Licenses or Similar Agreements. Leases in Data Room

1. Employee Housing Lease Agreements
2. Coastal Contracting Storage Lease
3. Sterns Custom Builders Storage Lease
4. Barge Landing Lease Agreement Pine Island Commercial Marina with Lee County (not assignable)
5. Bocilla Marina 99 Year Boat Slip/Boat Lift Leases - (obtaining copies)
   - Slip# 39: Michael & Becki Carmichael
   - Slip #40: Rick & Pam Escobar
   - Slip #41: Jim Thompson
   - Slip #42: James Caraway
   - Slip #43: Derek Brown
   - Slip #44: Sherri Wallingford
6. Del Prado office lease per month (as of January 1, 2024 six months' of rent will be prepaid through end of lease term. Decision on whether to extend to be made in March or April):

Base Lease:	$1,500
CAM Fee:	300
Sales tax:	108
Security deposit:	1,800

3.23 - Insurance - See policies in Data Room

1. Written and Brokered through Brown & Brown of SW FL
   a. Commercial General Liability
   b. Real Property insurance
   c. Windstorm Insurance (where applicable)
   d. Flood Insurance (where applicable)
   e. Inland Marine Insurance
   f. General Insurance Umbrella Policy
   g. Other business operating insurance (Crime, Cyber, E&O, EPLI, Auto)

3.25 -Adverse Events since December 31, 2022

1. None

3.29 - Right of First Refusal

1. "Right of First Refusal" to the Useppa Island Club Board of Governors in conjunction with the Useppa Island Property Owner's Association, Inc. and Useppa Members Association dated July 4, 1995

APPENDIX 1
REAL PROPERTY

Properties held in Useppa Inn and Dock Company, Ltd.:

PID	Site Address	2024 taxes	Description
25-43-21-01-00014.0000	8115 Main St., Bokeelia, FL33922	$3,872.03	.83 acres of land with parking lot for residents, guests, staff to access Bokeelia ferry shoreport
25-43-21-01-00014.0020	16711 Bocilla Marina Ln., Bokeelia FL 33922	$2,610.82	28,240 sq ft land with operational marina retail store with fuel dock, 5 dock slips, boat ramp & 469 ft of dockage shoreline
04-44-21-01-000Ql.0140	114 Useppa Island Unit B, Useppa Island, FL 33924	$6,494.32	2,199 sq ft of land with 1,172 sq ft 2br/2bath beachfront villa
09-44-21-00-00001.0020	190 Useppa Island, Useppa Island FL 33924	$1,390.79	1,320 sq ft land with operational golf cart/machinery mechanic shop
09-44-21-01-00002.0100	210 Useppa Island, Useppa Island, FL 33924	$12,691.56	7,348 sq ft land with 2,858 sq ft 3br/3bath single family home
09-44-21-00-00001.0SCE	466 Useppa Island, Useppa Island, FL 33924	$0	7,947 sq ft land/well-head for RO water treatment plant
25-43-21-01-00014.0030	Submerged Land Lease, Bokeelia FL 33922	$2,085.73	.72 acre submerged land lease located in Bokeelia, FL 33922 (control of waterway/canal leading to and surrounding ferry shoreport)
09-44-21-00-00001.0000	Southernmost Useppa Island parcel	$74,934.07	42.81 acres of land & shoreline/Collier Inn restaurant & Inn/pool & jacuzzi/1 croquet/2 tennis/2 bocce/barge dock
04-44-21-00-00002.0000	198 Useppa Island (Northernmost Useppa Island parcel)	$40,129.68	6 acres land w/shoreline; Useppa Marina (marina docks for overnight/day dockage nearly 100% structurally repaired since Ian); Joseffa store; reception/admin offices
09-44-21-01-00002.009A	Strip of land, Useppa Island, FL 33924	$203.28	382 sq ft strip of land located at the NE corner of #209 Useppa Island

Properties held in Useppa Island Utilities:

PID	Site Address	2024 taxes	Description
09-44-21-00-00001.0070	Useppa Island Utility Company water plant & sewage treatment faculty	$7,984.74	8786 sq ft land with reverse osmosis water plant (water supply for entire island and private residences); 100,000-gal water tank; new 50,000-gal additional water tank has been fabricated and ready to install upon newly poured concrete pad
09-44-21-00-00001.0090	Access Undetermined, Useppa Island, FL 33924	$215.04	3572 sq ft land with drain field located to SW of UIFD helicopter pad

Properties held by the Sanae Beckstead Trust:

PID	Site Address	2024 taxes	Description
04-44-21-01-00001.0110	111 Useppa Island, Useppa Island, FL 33924	$35,900.99	4,692 sq. foot house

APPENDIX
EMPLOYEE CENSUS

01 - Useppa Inn & Dock Co. Ltd
BW - Bi-Weekly Payroll EE BY DEPARTMENT
For the Payrolls Dec 01/23 thru Dec 27/23

Empl. Code	Last Name	First Name	Occ.	Occupation Description	Status (A/I)
00006	BECKSTEAD	DONALD	MGR	Manager	A
00014	BECKSTEAD	SANAE	MGR	Manager	A
00018	MURPHY	MICHAEL	RETSH	Retail Shop Staff	A
	NAPOLEAN	JOSEPH	CAPT		
	NELSON	GREGORY	CHEF		
00029	HORNEY	KENNETH	CAPT	Boat Captain	A
00034	HILLIER	KAREN	OFFIC	Office Staff	A
00037	WHITE	DANIEL	MGR	Manager	A
00040	ALANIZ	BRENDA	OFFIC	Office Staff	A
	ALBARRAN	VICTOR	MGR		
	ALBERT	JEROME	LANDS		
	ARAUJO	ANAYELI	OFFICE		
00051	BUNTJNG	GEORGE	MAINT	Maintenance Staff	A
00052	HILLIER	GEORGE	MGR	Manager	A
00064	LAVOIE	MARK	MAINT	Maintenance Staff	A
	MCBRIDE	NINA	OFFICE		
	MCBRIDE	IAN	FRDSK		
00074	MOREJON	ALFREDO	MAINT	Maintenance Staff	A
00076	BRANDES	ELGJN	LANDS	Landscaping Staff	A
00085	REDDISH	LINDA	RETSH	Retail Shop Staff	A
00089	GOSNELL	JEFF	CAPT	Boat Captain	A
	GUERRIER	DELOUIS	LANDS		
00099	BELTRAN	MARIA	COOK	Cook	A
00101	KREMER	JOSEPH	SVR	Server	A
00162	ESCOBAR	REINA	HSKPR	Housekeeper	A
	ESPOSITO	ANDREA	OFFICE		
00170	AL-SHIMARY	JASMIN	GSM	Guest Services Man	A
	BELTRAN	JOSE	COOK		
	BOHANNON	MATTHEW	BTND		

00230	SMITH	KEVIN'	CAPT	Boat Captain	A
00234	JEWELL	RANDALL	CAPT	Boat Captain	A
	KEELING	STEVEN	SVR		
00238	PEREZ	MARIA PATRICIA	COOK	Cook	A
	PEREZ	ANAY	BUSSE		
	PERRY	DAVID	MAINT		
	PERRY	MARTA	OFFICE		
00246	DAVIS	RONALD WALLACE	LANDS	Landscaping Staff	A
00272	FINCHER	TIMOTIIY	COOK	Cook	A
00273	FINCHER	JESSICA	COOK	Cook	A
00274	FELTS	DONALD SHANE	COOK	Cook	A
00311	POST	DENINE	SVR	Server	A
	REDDISH	LINDA	RETSH		
	SANCHES ROSALES	MILAGROS	COOK		
	SCHULD	BRANDI	SVR		
00313	POMPONIO	ROBIN	RETSH	Retail Shop Staff	A
00315	WALKER	ANDREW	CAPT	Boat Captain	A
00319	CASTANEDA PEREZ	CARMEN	HSKPR	Housekeeper	A
	CASTANEDA GARCIA	EVELYN	HOST		
00328	TOVAR	MARIA TERESA	HSKPR	Housekeeper	A
00347	DUFLO	VERONICA	RETSH	Retail Shop Staff	A
00370	FRAZETIA	PETER	MAINT	Maintenance Staff	A
	GONZALEZ	AMY	DISHW		
00371	TOVAR	ROSAURA	HSKPR	Housekeeper	A
00388	FLORES	SAVANNA H	MGR	Mana2er	A
	FRANCOIS	OGES	LANDS		
00397	BURLINGHAM	PATRICIA	OFFIC	Office Staff	A
00405	MCBRIDE	NINA	FRDSK	Front Desk Staff	A
00420	BRYAN	JACQUELI NE	RETSH	Retail Shop Staff	A
00421	FERGUSON	CHARLES	BOCIL	Bocilla Shop Staff	A

00423	BELTRAN	OSCAR	FRDSK	Front Desk Staff	A
00425	BANEGAS	OLGA	HSKPR	Housekeeper	A
	SPENCER	KYLE	LANDS		
00432	ALBERRO	LOUIS	LANDS	Landscaping Staff	A
00434	FLORES	JENNIFER	RETSH	Retail Shop Staff	A
00450	PADMORE	KA'ASIA	FRDSK	Front Desk Staff	A

APPENDIX 3
INDEPENDENT CONTRACTOR LIST

SUBCONTRACTOR VENDOR LIST:

VIRGINIA AMSLER
ENVIRONMENTALSERVICES GROUP LLC
FALCON SIGNS
FARR LAW FIRM
TIMOTHY FITZSIMMONS
ISLAND BARGE COMPANY LLC
JUST CHRIS ENTERTAINMENT LLC
SPARROW GRAPHICS
EXTREME GOLF COURSE UNDERWATER
PALM ISLAND CONTRACT SERVICES
OUT ISLAND MARINE SERVICES LLC
ARC ISLAND CONTRACTING
STEARNS CUSTOMS BUILDERS INC
ISLAND ALLIANCE
MARINA ELECTRICAL EQUIPMENT
ALL FLORIDA METAL ROOFING INC
INLAND MARINE GROUP
COASTAL CONTRACTING OF FL, LLC.
ISLAND BARGE COMPANY LLC
MAJ CONTRACTING, INC
TEAM DAVENPORT BARGING LLC
WELKER HARRIS & COMPANY
ALOIA, ROLAND, LUBELL & MORGAN, PLLC
GERARD'S TREE SERVICES
BACK TO MY ROOTS TREE SERVICE
TRULY NOLEN Branch 076
MICHAEL JENDRUSIAK LAWN SERVICE

EXHIBIT C

September 9, 2019 letter from Timothy Fitzsimmons on behalf of Useppa Inn

ADD2019-001*1* Lee County ePlan

EXHIBITE

September 9, 2019

To whom It may concern;

As of this date Useppa Island consists of 111 privately owned homes and 17 homesites zoned for single family or duplex homes as can be verified from Lee County Tax Records. are 26 zero base line duplexes (52 units) and 59 single family homes currently for the total of 111.

In addition to the 111 residential properties Useppa Inn & Dock Company has 6 (six) movable mobile homes used for employee housing located in what is our service yard area. The area has our utility operation and our service yard where equipment is stored. The original mobile units were moved to the Island in 1990 so we could provide our Food and Beverage Staff housing. We could not operate our restaurant, trying to run boats at night to return staff to the mainland. The recently replaced unites has become unlivable and had to be replaced. The three units we replaced were cut up and removed from the island. These employee housing units are necessary for the operation of our restaurant.

It is my understanding that in April 1977 Useppa was granted zoning for two units per acre for a total of 160 units at build out.

Timothy Fitzsimmons

Timothy Fitzsimmons

Gen Partner

Useppa Island

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "**Amendment**") is made as of September 10, 2025, by and among Useppa Island Partners LLC, a Florida limited liability company (the "**Buyer**"), Useppa Inn and Dock Company, Ltd., a Florida limited partnership, Useppa Island Utilities Company, Inc., a Florida corporation, Useppa Property Company, Inc., a Florida corporation and together with Useppa Inn and Useppa Utilities, the **"Sellers"** and each, a **"Seller"),** Useppa Inn and Dock Company, Inc., a Florida corporation, as the general partner of Useppa Inn, and, and collectively, the **"Selling Parties"**), Sanae Beckstead as Trustee of the Sanae Beckstead Trust dated March 6, 2000 as amended, and Sanae Beckstead, (the **"Sellers' Representative").** Each of the Selling Parties, the Buyer, Sanae Beckstead, and the Sellers' Representative are referred to herein, individually, as a **"Party"** and, collectively, as the **"Parties."**

RECITALS

WHEREAS, the Parties executed and delivered that certain Asset Purchase Agreement dated June 27, 2025 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Closing Date as defined in the Agreement; and

WHEREAS, section 12.03 of the Agreement provides that the Agreement may only be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing; and

WHEREAS, the Parties wish for this Amendment to be the written instrument required by section 12.03 of the Agreement.

NOW, THEREFORE, in consideration of the covenants and representations set forth in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Notwithstanding anything to the contrary in the Agreement, the "Closing Date" defined in Section 6.01 of the Agreement shall be amended to mean September 12, 2025.

3. The remainder of the Agreement remains unchanged and is in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement

"BUYER"

Useppa Island Partners, LLC, a Florida limited liability company

By: Steve Mezynieski 09/10/2025 02:24 PM EDT
Steve Mezynieski
Its: Manager

By: Simon Bound 09/10/2025 02:34 PM EDT
Simon Bound
Its: Manager

"SELLERS"

Useppa Inn and Dock Company, Ltd.

By: Useppa Inn and Dock Company, Inc. as its General Partner

By:_____
SANAE BECKSTEAD
Its: President

Useppa Island Utilities Company, Inc., a Florida corporation

By:_____
SANAE BECKSTEAD
Its: President

Useppa Property Company, Inc., a Florida corporation

By:_____
DONALD BECKSTEAD
Its: President

Useppa Inn and Dock Company, Inc., a Florida corporation

By:_____
SANAE BECKSTEAD
Its: President

Sanae Beckstead Trust, dated March 6, 2000

By:_____
SANAE BECKSTEAD, as Trustee

Docusign Envelope ID: CEC45681-8E4D-471F-B194-8D6D30773AAD

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement

"BUYER"

Useppa Island Partners, LLC, a Florida limited liability company

By:_____
Steve Mezynieski
Its: Manager

By:_____
Simon Bound
Its: Manager

"SELLERS"

Useppa Inn and Dock Company, Ltd.

By: Useppa Inn and Dock Company, Inc. as its General Partner

DocuSigned by:
By:_____
SANAE BECKSTEAD
Its: President

Useppa Island Utilities Company, Inc., a Florida corporation

DocuSigned by:
By:_____
SANAE BECKSTEAD
Its: President

Useppa Property Company, Inc., a Florida corporation

By:_____
DONALD BECKSTEAD
Its: President

Docusign Envelope ID: CEC45681-8E4D-471F-B194-8D6D30773AAD

Useppa Inn and Dock Company, Inc., a Florida corporation

DocuSigned by:

By: _____

SANAE BECKSTEAD

Its: President

Sanae Beckstead Trust, dated March 6, 2000

DocuSigned by:

By: _____

SANAE BECKSTEAD, as Trustee

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement

"BUYER"

Useppa Island Partners, LLC, a Florida limited liability company

By:_____
Steve Mezynieski
Its: Manager

By:_____
Simon Bound
Its: Manager

"SELLERS"

Useppa Inn and Dock Company, Ltd.

By: Useppa Inn and Dock Company, Inc. as its General Partner

By:_____
SANAE BECKSTEAD
Its: President

Useppa Island Utilities Company, Inc., a Florida corporation

By:_____
SANAE BECKSTEAD
Its: President

Useppa Property Company, Inc., a Florida corporation

By:_____
DONALD BECKSTEAD
Its: President

Docusign Envelope ID: A40E843D-2EDE-4E9C-A5E8-CE482F1D4D9E

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

This SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (this "**Amendment**") is made as of September 12, 2025, by and among Useppa Island Partners LLC, a Florida limited liability company (the "**Buyer**"), Useppa Inn and Dock Company, Ltd., a Florida limited partnership, Useppa Island Utilities Company, Inc., a Florida corporation, Useppa Property Company, Inc., a Florida corporation and together with Useppa Inn and Useppa Utilities, the **"Sellers"** and each, a **"Seller"),** Useppa Inn and Dock Company, Inc., a Florida corporation, as the general partner of Useppa Inn, and, and collectively, the **"Selling Parties"**), Sanae Beckstead as Trustee of the Sanae Beckstead Trust dated March 6, 2000 as amended, and Sanae Beckstead, (the **"Sellers' Representative").** Each of the Selling Parties, the Buyer, Sanae Beckstead, and the Sellers' Representative are referred to herein, individually, as a **"Party"** and, collectively, as the **"Parties."**

RECITALS

WHEREAS, the Parties executed and delivered that certain Asset Purchase Agreement dated June 27, 2025 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Closing Date as defined in the Agreement; and

WHEREAS, section 12.03 of the Agreement provides that the Agreement may only be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing; and

WHEREAS, the Parties wish for this Amendment to be the written instrument required by section 12.03 of the Agreement.

NOW, THEREFORE, in consideration of the covenants and representations set forth in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Notwithstanding anything to the contrary in the Agreement, the "Closing Date" defined in Section 6.01 of the Agreement shall be amended to mean September 18, 2025.

3. The remainder of the Agreement remains unchanged and is in full force and effect.

[Remainder of page intentionally left blank]

Docusign Envelope ID: A40E843D-2EDE-4E9C-A5E8-CE482F1D4D9E

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement

"BUYER"

Useppa Island Partners, LLC, a Florida limited liability company

By:_____
Steve Mezynieski
Its: Manager

By:_____
Simon Bound
Its: Manager

"SELLERS"

Useppa Inn and Dock Company, Ltd.

By: Useppa Inn and Dock Company, Inc. as its General Partner

DocuSigned by:
By:_____
SANAE BECKSTEAD
Its: President

Useppa Island Utilities Company, Inc., a Florida corporation

DocuSigned by:
By:_____
SANAE BECKSTEAD
Its: President

Useppa Property Company, Inc., a Florida corporation

By:_____
DONALD BECKSTEAD
Its: President

Docusign Envelope ID: A40E843D-2EDE-4E9C-A5E8-CE482F1D4D9E

Useppa Inn and Dock Company, Inc., a Florida corporation

DocuSigned by:

By: _____

SANAE BECKSTEAD

Its: President

Sanae Beckstead Trust, dated March 6, 2000

DocuSigned by:

By: _____

SANAE BECKSTEAD, as Trustee

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement

"BUYER"

Useppa Island Partners, LLC, a Florida limited liability company

By: Steve Mezynieski 09/12/2025 03:47 PM EDT
Steve Mezynieski
Its: Manager

By: Simon Bound 09/12/2025 07:52 PM EDT
Simon Bound
Its: Manager

"SELLERS"

Useppa Inn and Dock Company, Ltd.

By: Useppa Inn and Dock Company, Inc. as its General Partner

By:_____
SANAE BECKSTEAD
Its: President

Useppa Island Utilities Company, Inc., a Florida corporation

By:_____
SANAE BECKSTEAD
Its: President

Useppa Property Company, Inc., a Florida corporation

By:_____
DONALD BECKSTEAD
Its: President

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement

"BUYER"

Useppa Island Partners, LLC, a Florida limited liability company

By:_____
Steve Mezynieski
Its: Manager

By:_____
Simon Bound
Its: Manager

"SELLERS"

Useppa Inn and Dock Company, Ltd.

By: Useppa Inn and Dock Company, Inc. as its General Partner

By:_____
SANAE BECKSTEAD
Its: President

Useppa Island Utilities Company, Inc., a Florida corporation

By:_____
SANAE BECKSTEAD
Its: President

Useppa Property Company, Inc., a Florida corporation

By: _____
Donald Beckstead (Sep 12, 2025 16:01:46 MDT)
DONALD BECKSTEAD
Its: President

Docusign Envelope ID: ECD26565-7FD6-419A-8341-6C3802386CA7

THIRD AMENDMENT TO ASSET PURCHASE AGREEMENT

This THIRD AMENDMENT TO ASSET PURCHASE AGREEMENT (this "**Amendment**") is made as of September ____, 2025, by and among Useppa Island Partners LLC, a Florida limited liability company (the "**Buyer**"), Useppa Inn and Dock Company, Ltd., a Florida limited partnership, Useppa Island Utilities Company, Inc., a Florida corporation, Useppa Property Company, Inc., a Florida corporation and together with Useppa Inn and Useppa Utilities, the **"Sellers"** and each, a **"Seller"**), Useppa Inn and Dock Company, Inc., a Florida corporation, as the general partner of Useppa Inn, and, and collectively, the **"Selling Parties"**), Sanae Beckstead as Trustee of the Sanae Beckstead Trust dated March 6, 2000 as amended, and Sanae Beckstead, (the **"Sellers' Representative"**). Each of the Selling Parties, the Buyer, Sanae Beckstead, and the Sellers' Representative are referred to herein, individually, as a **"Party"** and, collectively, as the **"Parties."**

RECITALS

WHEREAS, the Parties executed and delivered that certain Asset Purchase Agreement dated June 27, 2025 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Closing Date as defined in the Agreement; and

WHEREAS, section 12.03 of the Agreement provides that the Agreement may only be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing; and

WHEREAS, the Parties wish for this Amendment to be the written instrument required by section 12.03 of the Agreement.

NOW, THEREFORE, in consideration of the covenants and representations set forth in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Notwithstanding anything contrary in the Agreement, Buyer agrees that it will be responsible for payment of that certain Invoice #250441 from Crocker Marine Services in the amount of $38,080.00, a copy of which is attached hereto as Exhibit "A."

3. Notwithstanding anything to the contrary in the Agreement, the "Closing Date" defined in Section 6.01 of the Agreement shall be amended to mean September 22, 2025.

4. The remainder of the Agreement remains unchanged and is in full force and effect.

[Remainder of page intentionally left blank]

Docusign Envelope ID: ECD26565-7FD6-419A-8341-6C3802386CA7

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement

"BUYER"

Useppa Island Partners, LLC, a Florida limited liability company

DocuSigned by:

By: Steven Mezynieski

Steve Mezynieski
Its: Manager

DocuSigned by:

By: _____

Simon Bound
Its: Manager

"SELLERS"

Useppa Inn and Dock Company, Ltd.

By: Useppa Inn and Dock Company, Inc. as its General Partner

By: _____
SANAE BECKSTEAD
Its: President

Useppa Island Utilities Company, Inc., a Florida corporation

By: _____
SANAE BECKSTEAD
Its: President

Useppa Property Company, Inc., a Florida corporation

By: _____
DONALD BECKSTEAD
Its: President

Docusign Envelope ID: 2DA36115-E099-4CED-A9C5-56E137756994

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement

"BUYER"

Useppa Island Partners, LLC, a Florida limited liability company

By:_____
Steve Mezynieski
Its: Manager

By:_____
Simon Bound
Its: Manager

"SELLERS"

Useppa Inn and Dock Company, Ltd.

By: Useppa Inn and Dock Company, Inc. as its General Partner

DocuSigned by:
By: _____
SANAE BECKSTEAD
Its: President

Useppa Island Utilities Company, Inc., a Florida corporation

DocuSigned by:
By: _____
SANAE BECKSTEAD
Its: President

Useppa Property Company, Inc., a Florida corporation

By:_____
DONALD BECKSTEAD
Its: President

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement

"BUYER"

Useppa Island Partners, LLC, a Florida limited liability company

By:_____
Steve Mezynieski
Its: Manager

By:_____
Simon Bound
Its: Manager

"SELLERS"

Useppa Inn and Dock Company, Ltd.

By: Useppa Inn and Dock Company, Inc. as its General Partner

By:_____
SANAE BECKSTEAD
Its: President

Useppa Island Utilities Company, Inc., a Florida corporation

By:_____
SANAE BECKSTEAD
Its: President

Useppa Property Company, Inc., a Florida corporation

By:_____
DONALD BECKSTEAD
Its: President

Docusign Envelope ID: CEC45681-8E4D-471F-B194-8D6D30773AAD

Useppa Inn and Dock Company, Inc., a Florida corporation

DocuSigned by:

By: _____

SANAE BECKSTEAD

Its: President

Sanae Beckstead Trust, dated March 6, 2000

DocuSigned by:

By: _____

SANAE BECKSTEAD, as Trustee

Docusign Envelope ID: ECD26565-7FD6-419A-8341-6C3802386CA7

ASSIGNMENT OF ASSET PURCHASE AGREEMENT

This Assignment of Asset Purchase Agreement dated this 22nd day of September, 2025, is with respect to that certain Asset Purchase Agreement entered into between Assignor, Useppa Island Partners LLC, a Florida limited liability company as **"Buyer"**, and Useppa Inn and Dock Company, Ltd., a Florida limited partnership, Useppa Island Utilities Company, Inc., a Florida corporation, Useppa Property Company, Inc., a Florida corporation and together with Useppa Inn and Useppa Utilities, the **"Sellers"** and each, a **"Seller"'**), Useppa Inn and Dock Company, Inc., a Florida corporation, as the general partner of Useppa Inn, collectively, the **"Selling Parties"**), Sanae Beckstead as Trustee of the Sanae Beckstead Trust dated March 6, 2000 as amended, and Sanae Beckstead, (the **"Sellers' Representative"**), with an effective date of June 27, 2025, (the "Contract"), subject to the covenants, conditions, and payments contained in said Contract.

This Assignment is by and between Useppa Island Partners LLC, a Florida limited liability company ("Assignor") and UIP Utilities Company LLC, a Florida limited liability company ("UIP Utilities"); Useppa Island Club and Marina Company LLC, a Florida limited liability company ("Club and Marina"); and UIP Property Company LLC, a Florida limited liability company ("UIP Property") (individually an "Assignee" and collectively, the "Assignees").

Assignor hereby assigns, transfers, sells and conveys to Assignee, UIP Utilities, Assignor's right, title and interest in that certain real property described in the Warranty Deed and the tangible and intangible assets as listed and described in that certain Bill of Sale from Useppa Island Utilities Company, Inc. to UIP Utilities, dated September 22, 2025.

Assignor hereby assigns, transfers, sells and conveys to Assignee, Club and Marina, Assignor's right, title and interest in the real property described in those certain Warranty Deed and any tangible and intangible assets as listed and described in that certain Bill of Sale from Useppa Inn and Dock Company, Ltd. to Club and Marina, dated September 22, 2025.

Assignor hereby assigns, transfers, sells and conveys to Assignee, Club and Marina, Assignor's right, title and interest in that certain real property described in the Warranty Deed from Sanae Beckstead, individually and as Trustee of the Sanae Beckstead Trust dated March 6, 2000 as amended to Club and Marina, dated September 22, 2025.

Assignor hereby assigns, transfers, sells and conveys to Assignee, UIP Properties, Assignor's right, title and interest in that certain tangible and intangible assets as listed and described in that certain Bill of Sale from Useppa Property Company, Inc., to UIP Properties, dated September 22, 2025.

Assignees, as subsidiary of Assignor, hereby assumes and accepts Assignor's duties and obligations under the Contract as it relates to those assets listed on the Deed and/or Bill of Sale for each subsidiary. This Assignment shall be binding upon Assignee and shall inure to the benefit of Assignee and its successors, heirs and assigns.

Assignor:
Useppa Island Partners LLC, a Florida limited liability company

DocuSigned by:
By: Steven Mezynieski
Steven Mezynieski, Manager

Assignees:
UIP Utilities Company LLC, a Florida limited liability company

DocuSigned by:
By: Steven Mezynieski
Steven Mezynieski, Manager

Useppa Island Club and Marina Company LLC, a Florida limited liability company

By: DocuSigned by: Steven Mezynieski
Steven Mezynieski, Manager

Useppa Island Club and Marina Company LLC, a Florida limited liability company

By: DocuSigned by: Steven Mezynieski
Steven Mezynieski, Manager

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement ("Agreement") dated September 22, 2025 (the "Effective Date") is by and between Useppa Island Partners LLC, a Florida limited liability company (the "UIP"), UIP Utilities Company LLC, a Florida limited liability company ("UIP Utilities" and together with UIP, the "Buyer Parties"), and Useppa Island Utilities Company, Inc. a Florida corporation (the "Useppa Utilities"). UIP, UIP Utilities, and Useppa Utilities are sometimes referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS

A. UIP and Useppa Utilities, and the other parties named therein have entered into that certain Asset Purchase Agreement, dated as of June 27, 2025 ("APA"), pursuant to which, among other things, Useppa Utilities and other sellers sold, conveyed, transferred, and assigned to UIP substantially all of the assets associated with the operation and management of Useppa Utilities.

B. UIP Utilities is a wholly-owned subsidiary of UIP and UIP Utilities will be the assignee, transferee, and owner of the Useppa Utilities assets post-closing.

C. Section 5.08(a) (Utility Facilities) of the APA indicates that the transfer of the utility system is subject to and contingent upon approval by the Florida Public Service Commission ("FPSC") and that the Parties, pursuant to Section 367.071(1), Florida Statutes, intent to close prior to the FPSC approval.

D. UIP Utilities will continue to engage in obtaining the necessary legal, governmental, regulatory and other approvals that may be necessary for UIP Utilities to operate the Useppa Island utility system post-closing of the APA.

E. Post closing of the APA, and as required by the APA, Useppa Utilities will continue to assist UIP Utilities as reasonably necessary to obtain the necessary approvals and to transition the operations of Useppa Utilities to UIP Utilities (the "Transition").

AGREEMENTS

The Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Provision of Transition Services by Useppa Utilities.** Section 5.08(a) of the APA sets forth the obligations of the Seller post-closing of the APA. Useppa Utilities will undertake those obligations and such other duties as reasonably required by UIP or UIP Utilities to ensure that the utility system is able to continue operations post-closing of the APA.

UIP intends to hire the current employees of Useppa Inn and Dock Company, Ltd., ("UIDC"), that have been providing labor and administrative services to Useppa Utilities. Post-

Closing, UIP will have these same employees provide these same services to Useppa Utilities until UIP Utilities obtains its approval(s) from FPSC. During this period, Useppa Utilities will reimburse UIP the cost of these employees' salaries at the same they are being paid by UIDC in the same manner in which Useppa Utilities is reimbursing UIDC currently. Useppa Utilities will otherwise operate the utilities in the same manner as it has prior to closing. However, the Buyer Parties acknowledge and agree that the labor and material costs of any necessary repairs and/or replacements to the physical assets shall be at the Buyer Parties' sole expense.

3. **Standard of Performance; Cooperation.** Useppa Utilities will perform the Transition Services in good faith, in a diligent, trustworthy, businesslike, and efficient manner and in compliance with all applicable laws and regulations.

4. **Escrow.** Useppa Utilities agrees to escrow $150,000.00 (the "Escrowed Funds") at closing of the APA in Useppa Utilities attorneys' (the "Escrow Agent') trust account to be released to Useppa Utilities when UIP Utilities receives its approval(s) from the Florida Public Service Commission or six (6) months from the date of closing on the APA, whichever comes first. Escrow Agent shall act with respect to the Escrowed Funds as a ministerial accommodation only, without compensation. Escrow Agent shall not be liable for, and the Parties, jointly and severally, agree to hold Escrow Agent harmless, and to indemnify Escrow Agent from damages, attorneys' fees or courts costs in any action that may be brought to recover the Escrowed Funds unless Escrow Agent acts with gross negligence or willful misconduct. The Parties further acknowledge that Escrow Agent is acting as legal counsel and closing agent for Useppa Utilities, and hereby agree to Escrow Agent continuing to act in that capacity. Should any dispute arise between the parties concerning the Escrowed Funds, the Escrow Agent, may, at its discretion, release the funds to the Clerk of Court (at expense of the Parties), for further handling and pending a resolution between the Parties.

5. **Term; Termination.**

(a) **Term.** Notwithstanding the payment of the escrow funds to Useppa Utilities, the term of this Agreement commences on the Effective Date and ends six (6) months after the Effective Date (the "Term").

6. **Representations of Useppa Utilities.** Useppa Utilities represents and warrants to the Buyer Parties that:

(a) Useppa Utilities is a corporation duly formed, validly existing, and in good standing under the Laws of the State of Florida, with full power and authority to enter into and perform its obligations under this Agreement;

(b) Useppa Utilities ratifies and confirms the validity of the APA notwithstanding the content of section 6.02(b)(vi) of the APA which requires the signatures of the Persons (as defined in the APA) signing the APA on behalf of Useppa Utilities to differ from the Persons executing and delivering this Transition Agreement, due to changes within Useppa Utilities that are wholly separate and apart from the Buyer Parties, the APA, and the underlying

transactions. This Agreement has been duly executed and delivered by a duly authorized officer of Useppa Utilities and constitutes a valid and binding obligation of Useppa Utilities, enforceable against Useppa Utilities in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, and similar generally applicable laws regarding creditors' rights or by general equity principles; and

(c) neither the execution and delivery of this Agreement nor Useppa Utilities' performance under this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of Useppa Utilities' governing documents, as amended, or any law or order to which Useppa Utilities is party to by which Useppa Utilities is bound.

7. **Defined Terms.** For purposes of this Agreement, capitalized terms that are not defined herein shall have the meanings attributed to them in the APA.

8. **Miscellaneous.**

(a) **Notices.** All notices and other communications required or permitted under this Agreement (i) must be in writing, (ii) will be deemed duly given (A) when delivered personally to the recipient, (B) one (1) business day after being sent to the recipient by nationally recognized overnight private carrier (charges prepaid), or (C) four (4) business days after being mailed to the recipient by certified or registered mail (postage prepaid and return receipt requested), and (iii) addressed as required by section 12.05 of the APA.

(b) **Entire Agreement.** This Agreement coupled with the APA constitutes the complete agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior understandings, agreements or representations regarding the subject matter hereof.

(c) **Amendment.** The Parties may amend this Agreement only pursuant to a written agreement executed by the Parties.

(d) **Non-Waiver.** The Parties' respective rights and remedies under this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. No waiver given will be applicable except in the specific instance for which it was given. No notice to or demand on a Party will be deemed to be a waiver of any obligation of such Party or the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

(e) **Assignment.** Useppa Utilities may not assign this Agreement or any rights under this Agreement, or delegate any duties under this Agreement, without the Buyer Parties' prior written consent. The Buyer Parties may freely assign this Agreement or any rights under this Agreement, or delegate any duties under this Agreement without the Practice's consent.

(f) **Binding Effect; Benefit.** This Agreement will inure to the benefit of and bind the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, may be construed to give any Person other than the Parties and their respective successors and permitted assigns any right, remedy or claim arising from or with respect to this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns.

(g) **Severability.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(h) **References.** The headings of Sections are provided for convenience only and will not affect the construction or interpretation of this Agreement. Unless otherwise provided, references to "Section(s)" refer to the corresponding section(s) of this Agreement. Reference to a statute refers to the statute, any amendments or successor legislation, and all regulations promulgated under or implementing the statute, as in effect at the relevant time. Reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date.

(i) **Construction.** Each Party participated in the negotiation and drafting of this Agreement, assisted by legal and tax counsel as it desired, and contributed to revisions. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to not favor either Party. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause.

(j) **Governing Law; Waiver of Trial by Jury.** THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING IN CONNECTION WITH ANY MATTER RELATING TO THIS AGREEMENT.

(k) **Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. Electronic signatures shall constitute original signatures.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

Docusign Envelope ID: 91EC536D-C7B1-4194-9C0A-1AB188DD88D5

The Parties sign this Transition Services Agreement as of the date first written above.

UIP:

USEPPA ISLAND PARTNERS LLC

By: _____

Name: Simon Bound

Title: Chairman

UIP Utilities:

UIP UTILITIES COMPANY LLC

BY: USEPPA ISLAND PARTNERS LLC
Its Manager

By: Steve Mezynieski 09/17/2025 05:25 PM EDT

Name: Steve Mezynieski

Title: CEO

Useppa Utilities:

Useppa Island Utilities Company, Inc.

By: _____

Name: Sanae Beckstead

Its: President

The Parties sign this Transition Services Agreement as of the date first written above.

UIP:

USEPPA ISLAND PARTNERS LLC

By: _____

Name: _____

Title: _____

UIP Utilities:

UIP UTILITIES COMPANY LLC

BY: USEPPA ISLAND PARTNERS LLC
Its Manager

By: _____

Name: _____

Title: _____

Useppa Utilities:

Useppa Island Utilities Company, Inc.

By: _____

Name: Sanae Beckstead

Its: President

EXHIBIT C

(Bill of Sale and Assigned Contracts)

BILL OF SALE, ASSIGNMENT AND CONVEYANCE

This Bill of Sale, Assignment and Conveyance ("**Bill of Sale**") is made this 22 day of September, 2025 by and through USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation, whose address is c/o Jack O. Hackett, II, 99 Nesbit Street, Punta Gorda, FL 33950, ("**Seller**"), and UIP UTILITIES COMPANY LLC., a Florida limited liability company, **("Buyer")** whose address is 9132 Strada Place, Third Floor, Naples, FL 34108, with and subject to the terms and conditions of that certain Asset Sale and Purchase Agreement dated effective as of June 27, 2025, by and between Buyer and Seller (the "**Agreement**"). Each of Buyer and Seller are individually and severally a "Party" and collectively "Parties."

All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

The Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver to Buyer the Purchased Assets and all of Seller's right, title and interest in and to all of the Purchased Assets described in the Agreement and in Exhibit "A" hereto".

TO HAVE AND TO HOLD all and singular the above-described property to Buyer and its successors and assigns to their own use forever.

1. Warranty of Title. Seller hereby covenants, represents, and warrants to Buyer that Seller is the absolute owner of the Purchased Assets and has full power and authority to sell the Assets and execute and deliver this Bill of Sale to Buyer; that the Purchased Assets that are not leased assets; are free and clear from all encumbrances and liens whatsoever; and that Seller will warrant and defend the same against the claims and demands of all persons whomsoever.

2. Mutually Negotiated. The terms and conditions of this Bill of Sale were mutually negotiated, and this entire Agreement shall be considered as jointly drafted by the parties.

3. Severability. If it is judicially determined that any provision of this Bill of Sale is invalid, unlawful, or unenforceable, the Parties expressly agree that a court of competent jurisdiction may modify this Bill of Sale to the extent necessary to give effect to the intent of the Parties as expressed in the Agreement, so that such provision becomes valid, lawful, and enforceable. However, if the court cannot modify such invalid, unlawful, or unenforceable provision so as to make it valid, lawful, and enforceable, then such invalid, unlawful, and unenforceable provision shall not invalidate the whole of this Bill of Sale, but rather, this Bill of Sale shall be construed as if it did not contain the provision held invalid, unlawful, or unenforceable, and the rights and obligations of the parties shall be construed and enforced accordingly. The Parties expressly agree that this Bill of Sale shall be enforced to the fullest extent permitted by law.

4. Successors & Assigns. This Bill of Sale shall be binding upon and inure for the benefit of the Parties hereto and their respective successors and assigns.

5. Governing Law, Venue, & Jurisdiction. This Bill of Sale shall be construed and enforced pursuant to the laws of the State of Florida, and applicable federal law, and in a court of competent jurisdiction in Lee County, Florida, and not elsewhere. Each Party further warrants and represents that such Party is conducting or has conducted business in the State of Florida and is subject to the jurisdiction of the State of Florida. All obligations required under this Bill of Sale or any agreement related hereto shall be performed or are performable in Lee County, Florida, and not elsewhere.

6. Electronic Rider. Each Party agrees that with respect to this Bill of Sale all signed documents transmitted by email or machine shall be treated in all manner and respects as an original document. The fax, electronic, digital, or photocopy signature of any Party shall be considered as an original signature. Any signed fax, electronic, digital, or photocopy document shall be considered to have the same binding legal effect as the original signed document. Either Party may request that a fax, electronic, digital, or photocopy document be re-executed as an original document and in its original form, and the other Party hereby agrees to promptly comply with such request. The Parties agree that neither shall raise the use of a fax, electronic, digital, or photocopy signature as a defense to this Bill of Sale and forever waive such defense.

7. Imaging of Documents. Each Party understands and agrees that the other Party's document retention policy may involve the:

A. Imaging of this Bill of Sale and other documents sent by one Party to or received by one Party from the other and/or any persons or entities regarding the subject matter of this Bill of Sale; and

B. The destruction of the paper originals of all such documents.

Each Party, therefore, forever waives any right that such Party may have to a claim that the imaged copies are not originals; provided, however, either Party may allege and prove that the imaged copy was altered without the challenging Party's knowledge and/or consent.

8. Gender & Number. All personal pronouns used in this Bill of Sale, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular includes the plural and vice versa.

9. Headings, Titles, & Captions. The captions of articles, sections, and paragraphs used in this Bill of Sale are for convenience of reference only and shall have no significance in the construction or interpretation of this Bill of Sale.

10. Supplementary Documents. The Seller hereby agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon reasonable request of Buyer, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by Buyer for the purpose of, or in connection with, acquiring or vesting in Buyer or evidencing the vesting in Buyer of all of the right, title and interest in and to the Assets.

BILL OF SALE, ASSIGNMENT AND CONVEYANCE

11. **Florida Public Service Commission Approval.** The parties acknowledge this transfer of the utility system is subject to and contingent upon approval by the Florida Public Service Commission ("FPSC"). Pursuant to Section 367.071(1), Florida Statutes, the parties intend to close this transaction prior to the FPSC approval.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed and delivered as of the date first written above.

SELLER:

USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation

By: _____
SANAE BECKSTEAD
Its: President

BUYER:

UIP UTILITIES COMPANY LLC, a Florida limited liability company

By: USEPPA ISLAND PARTNERS LLC, a Florida limited liability company

Its: Manager

By: _____
STEVE MEZYNIESKI
Its: Manager

BILL OF SALE, ASSIGNMENT AND CONVEYANCE

Exhibit "A" – UTILITIES

All Purchased Assets described in the Agreement that are owned by Seller, as follows:

a) all contracts, agreements, binding arrangements, bonds, notes, indentures, mortgages, debt instruments, licenses, franchises, leases, and other instruments or obligations of any kind, whether oral or written, and including any amendments and other modifications thereto (each, a "**Contract**");

b) all furniture, fixtures, office equipment, supplies, computers, telephones, and other tangible personal property (the "**Tangible Personal Property**"), together with all express or implied warranties by the manufacturers of each item of Tangible Personal Property, and all maintenance records and other documents, if any, relating thereto;

c) all Intellectual Property (the "**Sellers IP**"), including any Intellectual Property in development by Seller, used or intended for use in connection with any of the Business and/or the other Purchased Assets and all variations thereof or uses of the same, and all trademark registrations and applications therefor, and the related goodwill including the membership list, company logo, website, facebook page and Instagram page;

d) to the extent transferrable under applicable Law, all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances, and similar rights obtained from Governmental Bodies used in the Business, including the Florida Department of Environmental Protection permits, the Florida Public Service Commission Operating License, and any operating licenses and occupancy permits (each, a "**Permit**") (collectively, the "**Transferred Permits**");

e) all pre-paid expenses, deposits, advances, prepayments, prepaid assets and refunds;

f) all Receivables, subject to credits and prorations in Section 2.04(c) of the Asset Purchase Agreement dated June 27, 2025;

g) copies of all information, books and records, including files, computer discs and tapes, invoices, credit and sales records, personnel records for Transferred Employees (subject to applicable Law), customer lists (including copies of customer Contracts), supplier lists (including supplier cost information), prospect lists (including mailing and calling lists), manuals, drawings, business plans and other plans and specifications, accounting and financial books and records necessary for the continued operation, sales literature, current price lists and discounts, promotional signs and literature, marketing and sales programs;

h) all claims of Seller against Third Parties or any other person arising from or relating to the Assets or the assumed liabilities, whether choate or inchoate, known or unknown, contingent or not contingent;

i) all usable inventory items held at the Seller ("**Inventory**");

j) all water supply, treatment, distribution, and transmission facilities, and all wastewater collections, treatment and disposal systems, including, but not limited to, pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, pipes, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property

installations owned by Seller related to the utility system, or to which Seller possesses rights and used in connection with the utility system, and

k) The following Tangible Personal Property:

(1) LCEC Transformer

(1) Utility plant

(28) Utility structures

(27) Wells and springs

(5) Water membranes

(33) Distribution reservoirs and standpipes

(38) Transmission and distribution lines

(17) Water meters

(17) Miscellaneous pumping equipment

(17) Miscellaneous water treatment equipment

(35) Miscellaneous utility plant equipment

(20) Miscellaneous office furniture

(15) Miscellaneous tools, shop and garage equipment

(6) Miscellaneous lab equipment

(10) Miscellaneous power operated equipment

(17) Miscellaneous power generated equipment

(27) Collection sewers force

(40) Collection sewer gravity

(5) Flow measuring devices

(25) Receiving wells

(6) Miscellaneous transportation equipment

(15) Miscellaneous treatment and disposal equipment.

ASSIGNMENT OF CONTRACT RIGHTS

For valuable consideration, receipt of which is hereby acknowledged, USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation ("Assignor"), hereby assigns to UIP UTILITIES LLC, a Florida limited liability company ("Assignee"), and Assignee agrees to assume, all of Assignor's rights, title, interests, and obligations in and to and under that certain U.S. Water Services Corporation Operation Services Agreement ("U.S. Water Contract") dated as of March 1, 2015, between Assignor, as the purchaser, and U.S. Water Services Corporation, a Florida corporation, as the provider of services. A copy of the U.S. Water Contract is attached hereto as Exhibit "A".

Assignee hereby agrees to save, indemnify, and hold Assignor harmless from and against any and all claims, demand, losses, causes of action or liabilities, including attorney's fees, cost and expenses, which may arise in connection with Assignee's obligations under the U.S. Water Contract from and after the Effective Date of this Assignment of Contract Rights.

Executed this 22 day of September, 2025 ("Effective Date").

USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation

By: Sana Beckstead
SANAE BECKSTEAD
Its: President

ACCEPTED

The undersigned Assignee hereby accepts the foregoing assignment.

UIP UTILITIES COMPANY LLC, a Florida limited liability company

By: USEPPA ISLAND PARTNERS LLC
Its: Manager

By: _____

_____

Its: _____

EXHIBIT
A

U.S. Water Services Corporation

Water and Wastewater Utility Operations, Maintenance, Engineering, Management

OPERATION SERVICES AGREEMENT

BETWEEN

Useppa Island Utilities Company Incorporated

Re: Useppa Island Water /Wastewater Treatment Facilities

AND

U.S. Water Services Corporation

THIS AGREEMENT is to commence on **March 1, 2015** between U.S. Water Services Corporation, whose address is 4939 Cross Bayou Blvd., New Port Richey, FL 34652, referred to herein as Contractor, and **Useppa Island Utilities Company Incorporated** being the lawful facility operator/agent/tenant/**owner** (*specify*), hereafter referred to as Owner, whose mailing address is: **P.O. 640, Bokeelia, Florida 33922** .

IN CONSIDERATION of the mutual covenants contained herein and other valuable considerations, the sufficiency of which is hereby acknowledged by both parties regarding the details herein, the parties do hereby promise, covenant, and agree as follows:

Contractor will provide operation services related to the water treatment facility known as **Useppa Island Utilities Company Incorporated** where the property is owned by **Useppa Island Utilities Company Incorporated** and physically located at: **Useppa Island** in **Lee** County, as detailed below:

I. Operation of Treatment Facilities-BASIC SERVICES

(a) Contractor will provide site visits as required by the current permit(s) to the permitted facility utilizing personnel having the required state certification. Site visit frequency shall be: **a total of 4.5 hours per day on Monday, Tuesday, Wednesday, Thursday and Friday including travel time.**

(b) Contractor will maintain accurate and complete records on plant operation and laboratory data as required by the appropriate Regulatory Agency(s) having jurisdiction and shall submit all operating reports, as currently required, to the permitting Regulatory Agency with a copy to Owner.

(c) Contractor will provide its services in a safe manner and with the appropriate efficiency consistent with the plant's ability to function effectively.

(d) The Contractor is required to report to the permit issuing Regulatory Agency and the Owner (permittee), within 24 hours, the discovery of any serious plant breakdown or condition causing or likely to cause:

1. Unsafe treatment plant operations
2. Any discharge of water or wastewater not in accordance with the facility permit, and/or
3. Any major interruption in service

(e) In addition to d) above, when observed or experienced, the Contractor will inform the Owner of any features or appurtenances of the facility which may be an impediment to the efficient or reliable operation of the facility and which require repair or replacement. If authorized by the Owner, and at Owner's expense, the Contractor shall initiate corrective actions.

(f) In addition to e) above the Contractor shall at least annually coordinate with the Owner a joint field evaluation of the facilities to review the general condition and appearance of the facility, noting such maintenance and housekeeping issues that may be of concern to the permitting Regulatory Agency during an inspection by such Agency. The Contractor's advice whether given during routine visits or during such joint field evaluations with the Owner, is based upon the Contractor's regulatory knowledge, operations experience, and previous inspections of comparable facilities and/or the Owner's facilities. Such advice by the Contractor is not a guarantee to the Owner that other items not so identified by the Contractor or the Owner may be of concern to the inspecting Regulatory Agency at the time of the Agencies' inspection.

(g) As a part of its base operations service routine, the Contractor shall perform field tests as necessary to assist in the operation of the facility and as necessary to comply with the per visit requirements currently set forth by the permitting Regulatory Agency. Such routine observation and field tests for water facilities consists of chlorine residual and flow and for wastewater facilities consists of chlorine residual, PH, and flow. The cost for field tests as outlined above is included in the base operations service fee.

(h) The Contractor is responsible for the coordination of the physical pulling of monthly, quarterly or annual samples in accordance with the current sampling schedule approved by the Regulatory Agency. The Contractor will also coordinate the testing of such samples by a certified laboratory and shall incorporate the results of such testing in the appropriate reports to the Regulatory Agency. The Contractor is responsible for operating the Owner's facility to meet the current limits of the permit and within the applicable laws, rules and regulations of the Regulatory Agency, within the capabilities of the facility to treat the water or wastewater. The cost of pulling of samples, supplies, due care, transportation to the laboratory, and receiving the results from the laboratory is not included in the Contractor's charge for basic services unless so specified in Part II-Payment Schedule.

(i) Contractor will coordinate chemical delivery to the treatment facility, the cost of chemicals

[ ] is [x] is not included in the Base Services Fee. Contractor will maintain the operability of the disinfection system; however, the upkeep expense of replacing tubing, check valves, and other small items of the system will be billed to and paid by the Owner.

(j) Contractor shall conduct services with the safety of staff and public as a primary focus. It is required by regulatory agencies that the physical plant be maintained by the Owner in a manner that protects all persons associated with operations or use. Contractor will advise Owner of any apparent safety concerns; however, this provision does not mean the Contractor is responsible for any repairs or changes needed to ensure safety at the treatment site unless the Contractor has been engaged to repair such and said deficiencies are a portion of or the result of work by the Contractor.

II. Payment Terms and Schedule

(a) Owner will pay $ 4,937.15 per month for basic operation services of the permitted facility(s). Monthly base operations will be billed in a lump sum at the beginning of each month for that month's services.

The Base Operations Service Fee:

[X] Does not include sampling

[ ] Does include only the below listed sampling/testing:

Test	Frequency	Test	Frequency
N/A			

[X] Sampling (additional to the above) if performed by the Contractor, will be invoiced in accordance with the fee schedule shown in Exhibit B. Exhibit B is attached and subject to change without notice.

Should bacteriological (only) resampling is necessary due to a failed laboratory test, the first resample for that failed test will be at the Contractor's expense. All further resamples are billed to the Owner.

The above selected sampling/testing alternatives do not include tri-annual, special events, lead and copper, or additional sampling as may be determined necessary by the Regulatory Agency in addition to the scheduled sampling plan.

Additional requirements If additional Operator time is needed from 8:00 a.m. to 5:00 p.m. the rate will be $ 50.00 per hour.

(b) A monthly fuel surcharge fee may be charged. This fee is based upon the number of weekly visits required under the permit necessary to provide base operations services.

The fuel surcharge fee may be adjusted annually between April and May to reflect the increase or decrease in fuel costs based upon the annual weighted average change in fuels costs.

The current fuel surcharge for 5 visits per week is N/A month.

[X] Fuel surcharge is applicable to this Agreement in addition to the base operations services fee.

(c) Base Operation Services fee will adjust yearly based upon changes in the "Year End" consumer price index (CPI) as determined yearly by the U.S. Government for the category index of "Water and Sewage Maintenance". Such CPI adjustment shall be applied each April.

(d) Should it become necessary to perform services or provide material not listed in items I.(a)–I.(j) above, Contractor shall notify the Owner. For services totaling less than $500 verbal notification and approval is acceptable. For services estimated to exceed $500 the Contractor will provide Owner with a proposal which must be accepted, signed, and returned to Contractor before Contractor will undertake any such work. In cases of an emergency the above stated process may not occur in which case the prevailing rates shown in Exhibit A will apply. Exhibit A is attached and subject to change without notice. All materials provided are at cost plus a 25% Contractor markup.

(e) In the event that the client reasonably disputes a portion of an invoice other than a base service charge, the client may in writing lodge a Billing Dispute Notice within ten (10) calendar days from the receipt of the relevant Invoice and state their objections in the Notice. U.S. Water Services Corporation will respond to the Bill Dispute Notice within thirty (30) calendar days of its receipt and interest will not be applied to the disputed amount until resolved but under no circumstances shall such abatement last longer than sixty (60) days. Payment is due within the terms of the contract for all amounts not in dispute.

(f) Payment Methods – The price quotes and schedule of fees for all services rendered by or through the Contractor anticipates that payments will be received as cash, check or ACH. Payment by other methods such as credit cards will not be accepted for services under prices quoted herein. Prompt payment of all invoices is expected, and any invoices remaining unpaid 30 days after issued will be assessed interest at an interest rate of 1% per month (12% annual).

III. Insurance

Contractor will carry and maintain throughout the period of the contract Commercial General Liability Insurance and Worker's Compensation at Contractor's sole expense.

IV. Non Solicitation of Employees

Owner acknowledges that U.S. Water Services incurs substantial recruitment, screening, training, administrative, and marketing expenses with respect to their operators, and that the identity, telephone number, address, skills, qualifications, preferences, and work history of the operators constitute trade secrets of U.S. Water Services. Accordingly, Owner agrees not to directly or indirectly utilize, offer to hire, hire on a permanent or part time basis, or engage as an independent contractor or free-lancer any operator employed or previously employed by Contractor during the period of this agreement, or within 2 years of termination of this Agreement without the expressed prior written consent of U.S. Water Services. If the Owner violates this paragraph, Owner promises to pay a conversion fee equal to one year's annual bill rate in effect at the time of termination of the services of U.S. Water Services or $10,000 dollars, whichever is greater.

V. Duration of Agreement

The stated term of this contract is for one calendar year, and will automatically renew unless otherwise notified by either party no later than 60 days prior to the contract anniversary. Either party may cancel or terminate this contract for any reason with a sixty (60) day written notice. Contractor reserves the right to cancel this agreement without sixty (60) days written notice if Owner's account becomes thirty (30) days past due.

Any notices of cancellation shall be presented by certified mail to:

Facility Operator/Agent/Tenant/Owner: (Specify)	**Contractor:**
Useppa Island Utilities Company Incorporated PO Box 640 Bokeelia, Florida 33922	U.S. Water Services Corporation 4939 Cross Bayou Boulevard New Port Richey, FL 34652 (727) 848-8292

U.S. Water Services Corporation

Water and Wastewater Utility Operations, Maintenance, Engineering, Management

VI. Jurisdiction / Attorney's Fees

Payment for services rendered under this agreement is due in Pasco County, Florida, and failure to timely and fully make any payment constitutes a breach of this agreement, with such breach deemed by the parties hereto to have occurred in Pasco County, Florida. The sole and exclusive venue for any legal action arising from or relating to this agreement shall be in Pasco County, Florida, to the exclusion of any other venue or court.

The prevailing party in any legal action shall be entitled to an award of costs and reasonable attorney's fees related to litigation. This includes, but is not limited to, ~~expenses incurred in any attempt to collect on this contract~~, interest accumulated, as well as court filing fees.

This agreement, consisting of 9 pages including the signature page, represents the entire understanding between the Owners and may only be modified in writing and signed by both parties.

Facility Operator/Agent/Tenant/Owner
(Specify)

COMPANY NAME

By: Timothy Fitzsimmons 2-9-15
Signature Date

Timothy Fitzsimmons
Print Name and Title
Pres UTILC INC.

Contractor

U.S. Water Services Corporation

By: David D. Schultz 02-20-2015
Date

SR V.P. & C.O.O.
Title

ASSIGNMENT OF CONTRACT RIGHTS

For valuable consideration, receipt of which is hereby acknowledged, USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation ("Assignor"), hereby assigns to UIP UTILITIES LLC, a Florida limited liability company ("Assignee"), and Assignee agrees to assume, all of Assignor's rights, title, interests, and obligations in and to and under that certain CPR Courier Contract ("CPR Courier Contract") dated September 1, 2010, between Assignor, as the purchaser of services, and GSV Enterprises, Inc. d/b/a CPR Courier, a Florida corporation, as the provider of services. A copy of the CPR Courier Contract is attached hereto as Exhibit "A".

Assignee hereby agrees to save, indemnify, and hold Assignor harmless from and against any and all claims, demand, losses, causes of action or liabilities, including attorney's fees, cost and expenses, which may arise in connection with Assignee's obligations under the CPR Courier Contract from and after the Effective Date of this Assignment of Contract Rights.

Executed this 22 day of September, 2025 ("Effective Date").

USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation

By: _____
SANAE BECKSTEAD
Its: President

ACCEPTED

The undersigned Assignee hereby accepts the foregoing assignment.

UIP UTILITIES COMPANY LLC, a Florida limited liability company

By: USEPPA ISLAND PARTNERS LLC
Its: Manager

By: _____

Its: _____

EXHIBIT
A

C.P.R. Courier
13460 Rickenbacker Parkway
Suite #7
Fort Myers, Fl 33913

P 239-277-1014
F 239-936-5285
www.cprcourier.com

Courier & Delivery Service Agreement Renewal

ORIGINAL AGREEMENT DATE: **September 1, 2010**

RENEWAL AGREEMENT DATE: **September 1, 2025**

Prepared by: Sinia Urreta-Vacca
Owner, CPR Courier

Prepared for: Useppa Island Services
P O Box 640
Bokeelia, FL 33922

CPR Courier Proposal & Service Agreement
Statement of Confidentiality and Non-Disclosure

This document contains proprietary and confidential information. All data submitted to Useppa Island Services is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with CPR Courier. The recipient of this document agrees to inform present & future employees of Collier County Division of Public Services Parks and Recreation Department who view or have access to its content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such matters are generally known to and are available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without CPR Courier's express written consent.

CPR Courier retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material and multimedia.

BY ACCEPTANCE OF THIS DOCUMENT, the recipient agrees to be bound by the aforementioned statement.

Description of Service:

Useppa Island Services needs recurring courier service for the transport of environmental water samples. Courier is to meet US Water representative at the ferry located at 8115 Main Street Bokeelia, FL 33922 every Tuesday and Wednesday at approximately 9:30am to retrieve the samples (in a cooler) and direct deliver them to Sanders Lab located at 10090 Bavaria Rd Fort Myers, FL 33912.

Cost Summary

The following is an estimate of the costs associated with C.P.R. Courier providing same day recurring roundtrip service as specified above. These numbers are an estimate and reflect a per delivery charge.

Pick Up (approximately 9:30am) Useppa Island Services 8115 Main St Bookeelia, FL 33922	$ 55.00 per delivery
Direct Deliver to: Sanders Lab 10090 Bavaria Rd Fort Myers, FL 33912	

Conditions Summary

The above specified rates include:

- **Up to 75 pounds cargo weight**
  An additional fee of $10.00 per 75-pound increment will be added for weight exceeding the initial 75 pounds.

- **Up to 15-minute wait time at either location**
  An additional fee of $10.00 per 15-minute increment will be added for wait time exceeding the initial 15 minutes.

- **Same day courier service**
  Applies to all recurring, pick-up and delivery orders occurring as specified above.

Additional Services Available

The following are available upon request:

- **Rush Service**
  An additional RUSH fee of $12.00 per order will be added for:
  All on- demand, urgent pick-up and delivery orders scheduled to be completed within 1 to 3 hours from the time the order is placed.

- **After-Hours Service**
  An additional fee of $25.00 will be added for:
  All on-demand pick-up and delivery orders placed between 5:00pm and 8:00am, on weekends or on Holidays.

Terms Summary of Service Agreement

Between: CPR Courier (the service provider), a corporation organized and existing under the laws of Florida, with its office located at: 13460 Rickenbacker Parkway Suite #7 Fort Myers, FL 33913

And: Useppa Island Services (the company)

WHEREAS the Service Provider is in the business of courier and delivery service; and
WHEREAS this Agreement contains the Service Provider's terms of engagement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

1) **SERVICES PROVIDED**
   The service provider is prepared to provide professional services to Venture Medical Services as described on page 3 of this Proposal / Service Agreement.
2) **BILLING ARRANGEMENTS**
   i Billing occurs at the beginning of each month with a brief description of service performed during the previous month. Invoices are sent via email.
   ii Bills are payable to CPR COURIER upon receipt via check or ACH deposit.

3) **NON PAYMENT**
If the Company does not pay a bill sent by the Service Provider or comply with a request for payment, Service Provider may immediately stop acting and providing service for Company.

4) **REQUEST FOR SERVICE AND FEE DETAILS**
Service Provider will provide upon request from the Company the itemized details of the work and/or service.

5) **TERMINATION BY COMPANY**
The Company may terminate this agreement for any reason by giving the Service Provider a 30 (thirty) day written notice at any time and will be liable for all work fees incurred up to that time. If Company does not provide such notice, it will be obliged to pay all fees for service provided and other charges incurred.

6) **TERMINATION BY SERVICE PROVIDER**
Service Provider may terminate this agreement, stop acting and providing courier service for Company if:

i. Company does not comply with this Agreements,

ii. Service Provider forms the opinion, on reasonable grounds that mutual confidence and trust do not exist between both parties; or Service Provider believes on reasonable grounds that, by continuing to act for Company it may breach the professional conduct rules which are binding upon professionals in the courier industry.

I _____, an authorized representative of Useppa Island Services acknowledge that I have read, understand and agree to the conditions and terms of this Service Agreement as outlined herein. In addition, I have received a copy of this Service Agreement and authorize the courier service to continue as specified.

Agreed and Accepted:

GSV Enterprises, Inc. CPR Courier (Company)	Useppa Island Services
Signature:	Signature:
Print:	Print:
Title:	Title:
Date:	Date:

ASSIGNMENT OF CONTRACT RIGHTS

For valuable consideration, receipt of which is hereby acknowledged, USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation ("Assignor"), hereby assigns to UIP UTILITIES LLC, a Florida limited liability company ("Assignee"), and Assignee agrees to assume, all of Assignor's rights, title, interests, and obligations in and to and under that certain DRMP, Inc. FDEP Permitting Contract ("DRMP Contract") dated as of February 5, 2025, between Assignor, as the purchaser of services, and DRMP, Inc., a Florida corporation, as the provider of services. A copy of the DRMP Contract is attached hereto as Exhibit "A".

Assignee hereby agrees to save, indemnify, and hold Assignor harmless from and against any and all claims, demand, losses, causes of action or liabilities, including attorney's fees, cost and expenses, which may arise in connection with Assignee's obligations under the DRMP Contract from and after the Effective Date of this Assignment of Contract Rights.

Executed this 22 day of September, 2025 ("Effective Date").

USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation

By: _____
SANAE BECKSTEAD
Its: President

ACCEPTED

The undersigned Assignee hereby accepts the foregoing assignment.

UIP UTILITIES COMPANY LLC, a Florida limited liability company

By: USEPPA ISLAND PARTNERS LLC
Its: Manager

By: _____

Its: _____

DRMP

EXHIBIT A

1404 Dean Street, Suite 101, Fort Myers, Florida 33901
Phone: 239.206.5093 | 1.833.811.3767
www.DRMP.com

February 5, 2025

JR Hiller, Service Director
Useppa Island Utilities Company
P.O. Box 640
Bokeelia, Florida 33922-640

Subject: Useppa Island FDEP Permits

Dear Mr. Hiller:

DRMP, Inc. (DRMP) is pleased to provide Useppa Island Utilities (Client) with the following proposal for professional services related to the renewal of three (3) separate Florida Department of Environmental Protection (FDEP) permits.

PROJECT UNDERSTANDING

The following permits, issued by the FDEP, are set to expire and will need to be renewed in 2025. Note: renewal applications must be submitted 6-months prior to the permit expiration date.

Permit No.	Facility/Process	Expiration Date
FLA014494	WWTP Operating Permit	August 21, 2025
FLA146102	Industrial Discharge Permit (RO discharge)	October 26, 2025
045884-005-UO/50	Injection Well Permit (RO discharge)	July 16, 2025

SCOPE OF SERVICES

DRMP has developed the following task-oriented scope of services based on our understanding outlined above. We propose the following tasks:

Task 1: FDEP WWTP Operating Permit Renewal
Task 2: FDEP Industrial Permit Renewal
Task 3: FDEP Injection Well Permit Renewal
Task 4: Reimbursables

TASK 1: FDEP WWTP OPERATING PERMIT RENEWAL

The purpose of this task is to prepare the five (5) year permit renewal application for permit FLA14494. Project management activities are included in this task.

An itemized list of the activities to be performed under this task include:

- One (1) site visit
- Prepare FDEP Form 1 & 2
- Prepare the following plans and reports:
  - Site plan of existing WWTP
  - Process flow diagram of treatment process
  - Capacity analysis report
  - Operation and maintenance performance report
  - Power outage contingency plan (*new requirement this year*) which will include:
    - Documentation required based on FDEP rules and guideline
    - General response procedures for power outages at individual pump stations
    - General response procedures for area-wide power outages
    - Map (general site layout provided by Client) identifying pump stations
    - Pre-completed generator request form
  - Collection system action plan (*new requirement this year*) which will include:
    - Documentation required based on FDEP rules and guideline

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1404 Dean Street, Suite 101, Fort Myers, Florida 33901
Phone: 239.206.5093 | 1.833.811.3767
www.DRMP.com

  - 5-year planning horizon for all collection/transmission systems under Client's control
  - Written documentation identifying previously performed Infiltration and Inflow (I&I) studies, leakage surveys, and any follow-up or planned sewer evaluation studies for the WWTP
  - Map (general site layout provided by Client) identifying pipe, manholes and pump stations including maintenance information
  - Rain and seasonal data relevant to I&I expectations
  - General practices manual covering general industry practices for the reduction of I&I, grit, and FOG (fats, oils, and grease)
- Submit the permit renewal package online using the information identified above
- Respond to up to two responses to FDEP requests for additional information

NOTE: FDEP permit fees are not included in this proposal.

Task 1 Deliverables:
An itemized list of deliverables to be provided under this task include:

- FDEP Form 1 & Form 2
- One (1) site plan
- One (1) process flow diagram
- One (1) capacity analysis report submitted as final
- One (1) operation and maintenance performance report as required by FDEP
- One (1) power outage contingency plan
- One (1) collection system action plan
- Permit application submittal online

All deliverables will be provided in digital format.

TASK 2: FDEP INDUSTRIAL PERMIT RENEWAL

The purpose of this task is to prepare the permit renewal application for permit # FLA146102 Project management activities are included in this task.

An itemized list of the activities to be performed under this task include:

- Prepare FDEP Forms 1 & Form 2DC
- Prepare the following plans and reports:
  - Site plan including drainfields and monitoring wells
  - Process flow diagram
- Review source well water quality reports (prepared by others)
- Review ground water monitoring well reports (prepared by others)
- Submit the permit renewal package online using the information identified above
- Respond to up to two responses to FDEP requests for additional information

NOTE: FDEP permit fees are not included in this proposal.

Task 2 Deliverables:
An itemized list of deliverables to be provided under this task include:

- FDEP Form 1 & Form 2DC
- One (1) site plan
- One (1) process flow diagram
- Permit application submittal online

All deliverables will be provided in digital format.

TASK 3: FDEP INJECTION WELL PERMIT RENEWAL

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The purpose of this task is to prepare the permit renewal application for permit #045884-005-UO/50. DRMP will utilize a subconsultant (Greg F. Rawl, P.G.) to perform these services. Project management activities are included in this task.

An itemized list of the activities to be performed under this task include:

- Review existing permit history
- Download, review and summarize daily data for IW-1 from the FDEP database for:
  - Injection well pressure
  - Maximum flow rating
  - Injection volume
- Download, review and summarize monthly water quality data from IW-1 and the monitoring well
- Prepare an area of review based upon calculated maximum permitted injection volume for the projected upcoming 10-year period
- Prepare an operational & monitoring report for the preceding five-year period covered under the existing permit
- Prepare Form 62-528.900(1) for Client signature
- Submit the permit renewal package online using the information identified above
- Respond to up to two responses to FDEP requests for additional information

NOTE: FDEP permit fees are not included in this proposal.

Task 3 Deliverables:
An itemized list of deliverables to be provided under this task include:

- Summary of daily data for IW-1
- Summary of monthly water quality data from IW-1 and the monitoring wells
- Area of review report
- Operational & monitoring report
- FDEP Form 62-528.900(1)
- Permit application submittal online

All deliverables will be provided in digital format.

TASK 4: REIMBURSABLES

The purpose of this task is to allocate a fee to cover direct expenses and production costs, which will be billed at cost. Direct expenses under this task include, but are not limited to, duplication of plans and reports, travel mileage, and ferry costs. Should expenses for this task exceed the estimate amount, the Client will be notified, and the limit will be increased. Permit fees are NOT included.

ASSUMPTIONS

- Client will provide the most current information necessary for DRMP and their subconsultants to perform the services included in this proposal.
- DRMP can rely on this information to perform these services.

ADDITIONAL SERVICES

Any additional services requested by the Client not included within this proposal may be accommodated through a new proposal or an amendment to this one.

EXCLUDED SERVICES (Not part of this contract)

Services specifically not included:

- Any service not specifically identified in the above proposal.
- Survey
- Subsurface Utility Engineering (SUE)

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www.DRMP.com

- Geotechnical / Hydrogeological
- Design (Civil, Structural, Transportation, Stormwater, Electrical, etc.)
- Sampling requested by FDEP
- Permitting fees

COMPENSATION SUMMARY AND TERMS

The following table summarizes the estimated fees and billing terms as proposed by DRMP for the above services as presented herein:

Task	Scope Item	Terms	Fee
1	FDEP WWTP Operating Permit Renewal	Lump Sum	$ 12,250.00
2	FDEP Industrial Permit Renewal	Lump Sum	$ 4,600.00
3	FDEP Injection Well Permit Renewal	Lump Sum	$ 19,850.00
4	Reimbursables	T&M	$ 200.00
		TOTAL	$ 36,900.00

Work shall be performed for a total estimated fee of $36,900.00. The attached Exhibits "A" and "B" are hereby incorporated to this letter of agreement.

We sincerely appreciate this opportunity to provide professional services for this project. We have provided a digital copy of this letter agreement via email, if you are in agreement, please sign where indicated and return one (1) copy to our office to constitute our Notice to Proceed. If you have any questions regarding this proposal, please contact our office.

This Scope of Services and Fee Schedule is hereby submitted by:

DRMP, Inc.

Patrick, P.E.
Office Manager/Utility Manager

02-05-2025
Date

This Scope of Services and Fee Schedule as authorized above is hereby accepted by:

Useppa Island Utilities

GEORGE R. HILLIER JR

(Print name and Sign)

2/7/2025
Date

Attachment(s): Exhibit "A" - Hourly Rate Schedule
Exhibit "B" - Conditions of Agreement

Cc: File

ASSIGNMENT OF CONTRACT RIGHTS

For valuable consideration, receipt of which is hereby acknowledged, USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation ("Assignor"), hereby assigns to UIP UTILITIES LLC, a Florida limited liability company ("Assignee"), and Assignee agrees to assume, all of Assignor's rights, title, interests, and obligations in and to and under that certain Sanders Laboratories Contract ("Sanders Contract"), between Assignor, as the purchaser of services, and Sanders Laboratories, Inc., a Florida corporation, as the provider of services. Copies of all Sanders Laboratories, Inc. invoices dating back to March 3, 2025, under the Sanders Contract are attached hereto as Composite Exhibit "A".

Assignee hereby agrees to save, indemnify, and hold Assignor harmless from and against any and all claims, demand, losses, causes of action or liabilities, including attorney's fees, cost and expenses, which may arise in connection with Assignee's obligations under the Sanders Contract from and after the Effective Date of this Assignment of Contract Rights.

Executed this 22 day of September, 2025 ("Effective Date").

USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation

By: _____
SANAE BECKSTEAD
Its: President

ACCEPTED

The undersigned Assignee hereby accepts the foregoing assignment.

UIP UTILITIES COMPANY LLC, a Florida limited liability company

By: USEPPA ISLAND PARTNERS LLC
Its: Manager

By: _____

Its: _____

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 80378
Date: 3/3/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2502595
Date Received: 2/24/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Total Suspended Solids	Waste Water		3	17.00	51.00

735.002

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$96.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	$96.00

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

EXHIBIT A

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 80388
Date: 3/3/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2502676
Date Received: 2/27/2025
Priority: Routine
Phone:
Fax:
Project: Useppa-Wkly MW1 MW2
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride	Ground Water		2	17.00	34.00
Sulfate	Ground Water		2	17.00	34.00
Total Dissolved Solids	Ground Water		2	17.00	34.00

635.007

Total:	$102.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$102.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$102.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: **80600**
Date: 3/17/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2503045
Date Received: 3/3/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
	Carbonaceous Biological Oxygen Demand	Waste Water		2	21.00	42.00
	Fecal Coliform	Waste Water		3	15.00	45.00
	Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
	Total Suspended Solids	Waste Water		4	17.00	68.00

Total:	$175.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$175.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$175.00**

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 80606
Date: 3/17/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2503251
Date Received: 3/10/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$116.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$116.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$116.00**

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 80709
Date: 3/20/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2503289
Date Received: 3/11/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily - EPA 503 Sludge Metal
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Sub	Contract	Sludge	EPA 503 Metals (Only)	1	225.00	225.00

Total:	$225.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$225.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	**$225.00**

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 80783
Date: 3/21/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2503336
Date Received: 3/12/2025
Priority: Routine
Phone:
Fax:
Project: Useppa WTP DW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
SubContract	Drinking Water	EPA 515.3 - Pentachlorophenol	1	175.00	175.00

Miscellaneous Charge Summary

Item	Unit	Qty	Total
HRS Report Format Fee	$20.00	1	$20.00

Total:	$175.00
Misc. Charges:	$20.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$195.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	**$195.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

635.001

To ensure proper credit to your account please include invoice# with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 80805
Date: 3/24/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2503445
Date Received: 3/17/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$116.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$116.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	$116.00

735.002

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: **80823**
Date: **3/25/2025**

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2503477
Date Received: 3/18/2025
Priority: Routine
Phone:
Fax:
Project: Useppa IW Monthly
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride	Ground Water		1	17.00	17.00
Specific Conductance	Ground Water		1	15.00	15.00
Sulfate	Ground Water		1	17.00	17.00
Total Dissolved Solids	Ground Water		1	17.00	17.00

Total:	$66.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$66.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$66.00**

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: **80922**
Date: **3/28/2025**

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2503603
Date Received: 3/24/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform		Waste Water		3	15.00	45.00
Total Suspended Solids		Waste Water		3	17.00	51.00

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$96.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$96.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

735.002

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 814025

Date: 4/2/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2503667
Date Received: 3/26/2025
Priority: Routine
Phone:
Fax:
Project: Useppa-Wkly MW1 MW2
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride	Ground Water		2	17.00	34.00
Sulfate	Ground Water		2	17.00	34.00
Total Dissolved Solids	Ground Water		2	17.00	34.00

Total:	$102.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$102.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$102.00**

85.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
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Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sandereslabs.net

INVOICE

Invoice#: [redacted]
Date: 4/4/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2504027
Date Received: 4/1/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform		Waste Water		2	15.00	30.00
Total Suspended Solids		Waste Water		2	17.00	34.00

Total:	$64.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	[redacted]
Pre-Paid Amount:	$0.00
Total Payable Amount:	$64.00

735.002

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 4/10/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2504097
Date Received: 4/2/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Carbonaceous Biological Oxygen Demand	Waste Water		2	21.00	42.00
Fecal Coliform	Waste Water		1	15.00	15.00
Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
Total Suspended Solids	Waste Water		2	17.00	34.00

Total:	$111.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$111.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

735.002

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 81246
Date: 4/14/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Briglit
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2504234
Date Received: 4/7/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal	Coliform	Waste Water		3	15.00	45.00
Total	Suspended Solids	Waste Water		3	17.00	51.00

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$96.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$96.00**

735.002

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: **81325**
Date: 4/17/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2504527
Date Received: 4/16/2025
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Total Coliform MMO-MUG		Drinking Water		3	25.00	75.00

Total:	$75.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$75.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$75.00**

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 81404
Date: 4/21/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2504447
Date Received: 4/14/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform		Waste Water		3	15.00	45.00
Nitrogen, Nitrate + Nitrite		Waste Water		1	20.00	20.00
Total Suspended Solids		Waste Water		3	17.00	51.00

Total:	$116.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$116.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$116.00**

TERMS: Due Upon Receipt

735.002

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice: 81745
Date: 5/5/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2504885
Date Received: 4/29/2025
Priority: Routine
Phone:
Fax:
Project: Useppa-Wkly MW1 MW2
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride	Ground Water		2	17.00	34.00
Sulfate	Ground Water		2	17.00	34.00
Total Dissolved Solids	Ground Water		2	17.00	34.00

Total:	$102.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$102.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$102.00**

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
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Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 81759
Date: 4/6/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2504383
Date Received: 4/10/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Qtly - IW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride		Ground Water		1	17.00	17.00
Specific Conductance		Ground Water		1	15.00	15.00
SubContract		Ground Water	Gross Alpha	1	60.00	60.00
SubContract		Ground Water	Radium 226 / 22/8	1	225.00	225.00
Sulfate		Ground Water		1	17.00	17.00
Total Dissolved Solids		Ground Water		1	17.00	17.00

635.001

Total:	$351.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$351.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$351.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 81781
Date: 5/7/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2504923
Date Received: 4/30/2025
Priority: Routine
Phone:
Fax:
Project: Useppa - Qtly GW MW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride		Ground Water		3	16.00	48.00
Fecal Coliform		Ground Water		3	30.00	90.00
Nitrogen, Nitrate + Nitrite		Ground Water		3	19.00	57.00
SubContract		Ground Water	As, Cd, Cr, Pb	3	80.00	240.00
Sulfate		Ground Water		3	16.00	48.00
Total Dissolved Solids		Ground Water		3	16.00	48.00

Miscellaneous Charge Summary

Item	Unit	Qty	Total
Field Sampling Fee	$85.00	7	$595.00
DEP Report Format Fee	$30.00	1	$30.00

Total:	$531.00
Misc. Charges:	$625.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$1,156.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$1,156.00**

635.021

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 81775
Date: 5/7/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2505045
Date Received: 5/1/2025
Priority: Routine
Phone:
Fax:
Project: Calibration - HR Stds
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Calculation			Calibrations - Gel Stds	1	50.00	50.00

635.001

Total:	$50.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$50.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$50.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 81835
Date: 5/8/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2505023
Date Received: 5/1/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
	Carbonaceous Biological Oxygen Demand	Waste Water		2	21.00	42.00
	Fecal Coliform	Waste Water		1	15.00	15.00
	Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
	Total Suspended Solids	Waste Water		2	17.00	34.00

735.002

Total:	$111.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$111.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$111.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslab.net

INVOICE

Invoice#: [redacted]
Date: 5/9/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2505093
Date Received: 5/5/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Total Suspended Solids	Waste Water		3	17.00	51.00

735.002

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$96.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 5/19/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2505313
Date Received: 5/12/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$116.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$116.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	[redacted]

735.002

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 82066
Date: ~~5/21/2025~~

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2505238
Date Received: 5/8/2025
Priority: Routine
Phone:
Fax:
Project: Useppa IW Monthly
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride		Ground Water		1	17.00	17.00
Specific Conductance		Ground Water		1	15.00	15.00
Sulfate		Ground Water		1	17.00	17.00
Total Dissolved Solids		Ground Water		1	17.00	17.00

635.001

Total:	$66.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$66.00**
Pre-Paid Amount:	~~$0.00~~
Total Payable Amount:	**$66.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: **82078**

Date: 5/21/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2505359
Date Received: 5/13/2025
Priority: Routine
Phone:
Fax:
Project: Useppa WTP DW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride		Drinking Water		1	35.00	35.00
SubContract		Drinking Water	Sodium	1	35.00	35.00
Total Dissolved Solids		Drinking Water		1	35.00	35.00

Miscellaneous Charge Summary

Item	Unit	Qty	Total
HRS Report Format Fee	$20.00	1	$20.00

Total:	$105.00
Misc. Charges:	$20.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$125.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$125.00**

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 5/23/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2505643
Date Received: 5/22/2025
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Total Coliform MMO-MUG	Drinking Water		3	25.00	75.00

Total:	$75.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$75.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

635.001

To ensure proper credit to your account please include invoice # with your payment.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 82175
Date: 5/28/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2505536
Date Received: 5/19/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$96.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$96.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sandetslabs.net

INVOICE

Invoice#: [redacted]
Date: 6/9/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506039
Date Received: 6/2/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
	Fecal Coliform	Waste Water		2	15.00	30.00
	Total Suspended Solids	Waste Water		2	17.00	34.00

Total:	$64.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$64.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

735.002

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We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 6/10/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506083
Date Received: 6/3/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW Set
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Carbonaceous Biological Oxygen Demand	Waste Water		2	21.00	42.00
Fecal Coliform	Waste Water		1	15.00	15.00
Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
Total Suspended Solids	Waste Water		2	17.00	34.00

Total:	$111.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$111.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

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Nokomis, FL 34275

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Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 6/16/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506285
Date Received: 6/9/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	[redacted]
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$96.00**

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TERMS: Due Upon Receipt

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Nokomis, FL 34275

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Sanders Laboratories

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1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 6/23/2025

REMIT TO: Sanders Laboratories, Inc.
Tanli Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506521
Date Received: 6/16/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
	Fecal Coliform	Waste Water		3	15.00	45.00
	Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
	Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$116.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$116.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$116.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
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Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# 82705
Date: 6/23/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506564
Date Received: 6/17/2025
Priority: Routine
Phone:
Fax:
Project: Useppa IW Monthly
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
	Chloride	Ground Water		1	17.00	17.00
	Specific Conductance	Ground Water		1	15.00	15.00
	Sulfate	Ground Water		1	17.00	17.00
	Total Dissolved Solids	Ground Water		1	17.00	17.00

Total:	$66.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$66.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$66.00**

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TERMS: Due Upon Receipt

Please Remit Payment To:
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Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sandérslabs.net

INVOICE

Invoice#: [redacted]
Date: 6/23/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506636
Date Received: 6/18/2025
Priority: Routine
Phone:
Fax:
Project: Useppa-Wkly MW1 MW2
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride	Ground Water		2	17.00	34.00
Sulfate	Ground Water		2	17.00	34.00
Total Dissolved Solids	Ground Water		2	17.00	34.00

Total:	$102.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$102.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$102.00**

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TERMS: Due Upon Receipt

Please Remit Payment To:
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Nokomis, FL 34275

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Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 6/25/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
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Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506565
Date Received: 6/17/2025
Priority: Routine
Phone:
Fax:
Project: Useppa WTP DW
PO:
CaseNo: EPA 515.3 - Pentachlorophenol
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
SubContract		Drinking Water	EPA 515.3 - Pentachlorophenol	1	175.00	175.00

Miscellaneous Charge Summary

Item	*Unit*	*Qty*	*Total*
HRS Report Format Fee	$20.00	1	$20.00

Total:	$175.00
Misc. Charges:	$20.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$195.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

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Nokomis, FL 34275

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TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 6/26/2025

REMIT TO: Sanders Laboratories, Inc,
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506708
Date Received: 6/20/2025
Priority: Routine
Phone:
Fax:
Project: Useppa - Qtly GW MW - Resample
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride	Ground Water		1	16.00	16.00
Total Dissolved Solids	Ground Water		1	16.00	16.00

Miscellaneous Charge Summary

Item	Unit	Qty	Total
Field Sampling Fee	$85.00	2	$170.00
DEP Report Format Fee	$30.00	1	$30.00

Total:	$32.00
Misc. Charges:	$200.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$232.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

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TERMS: Due Upon Receipt

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0332
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 6/28/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506914
Date Received: 6/26/2025
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Total Coliform MMO-MUG	Drinking Water		3	25.00	75.00

Total:	$75.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$75.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

635.00 1

TERMS: Due Upon Receipt

Please Remit Payment To:
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1050 Endeavor CT
Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 6/30/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506745
Date Received: 6/23/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
	Fecal Coliform	Waste Water		3	15.00	45.00
	Total Suspended Solids	Waste Water		3	17.00	51.00

735.002

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$96.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
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Nokomis, FL 34275

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Invoices over 30 days may be charged interest at the rate of 18% per year.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 6/30/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506960
Date Received: 6/28/2025
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Total Coliform MMO-MUG	Drinking Water		1	25.00	25.00

635.001

Total:	$25.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$25.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 7/7/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN; ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506638
Date Received: 6/18/2025
Priority: Routine
Phone:
Fax:
Project: Useppa MW-2 Gross Alpha / Rads
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
SubContract	Ground Water	Gross Alpha	1	60.00	60.00
SubContract	Ground Water	Radium 226 / 228	1	225.00	225.00

Total:	$285.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$285.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

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TERMS: Due Upon Receipt

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TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 7/7/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
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Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2507018
Date Received: 7/1/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform		Waste Water		2	15.00	30.00
Total Suspended Solids		Waste Water		2	17.00	34.00

Miscellaneous Charge Summary

Item	Unit	Qty	Total
Weekend Processing Fee	$50.00	1	$50.00

Total:	$64.00
Misc. Charges:	$50.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$114.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 7/10/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2507075
Date Received: 7/2/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW Set
PO:
CaseNo:
Submitted By: Useppa-Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Carbonaceous Biological Oxygen Demand	Waste Water		2	21.00	42.00
Fecal Coliform	Waste Water		1	15.00	15.00
Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
Total Suspended Solids	Waste Water		2	17.00	34.00

735.002

Total:	$111.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$111.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 7/15/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2507191
Date Received: 7/7/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$96.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

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TERMS: Due Upon Receipt

Please Remit Payment To:
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Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 7/21/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2506537
Date Received: 6/18/2025
Priority: Routine
Phone:
Fax:
Project: Useppa MW-1 Gross Alpha / Rads
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
SubContract	Ground Water	Gross Alpha	1	60.00	60.00
SubContract	Ground Water	Radium 226 / 228	1	225.00	225.00

Total:	$285.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$285.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	[redacted]

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 7/21/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2507482
Date Received: 7/14/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
Total Suspended Solids	Waste Water		3	17.00	51.00

735.002

Total:	$116.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$116.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 7/23/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2507774
Date Received: 7/22/2025
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact BWN
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
	Total Coliform MMO-MUG	Drinking Water		3	25.00	75.00

Total:	$75.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$75.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 7/24/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2507531
Date Received: 7/15/2025
Priority: Routine
Phone:
Fax:
Project: Useppa IW Monthly
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride	Ground Water		1	17.00	17.00
Specific Conductance	Ground Water		1	15.00	15.00
Sulfate	Ground Water		1	17.00	17.00
Total Dissolved Solids	Ground Water		1	17.00	17.00

Total:	$66.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$66.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	[redacted]

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 7/25/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2507720
Date Received: 7/21/2025
Priority: Routine
Phone:
Fax: -
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Wasfe Water		3	15.00	45.00
Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$96.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

735.002

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 7/25/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2507795
Date Received: 7/23/2025
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Total Coliform MMO-MUG	Drinking Water		3	25.00	75.00

Total:	$75.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$75.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 8/5/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2507903
Date Received: 7/28/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
	Fecal Coliform	Waste Water		3	15.00	45.00
	Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
	Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$116.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$116.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

735.002

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
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Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 83825
Date: 8/8/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2505709
Date Received: 5/26/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$116.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$116.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$116.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Account #:

WASTE WATER

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 83911
Date: 8/12/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2507A19
Date Received: 7/31/2025
Priority: Routine
Phone:
Fax:
Project: Useppa-Wkly MW1 MW2
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride	Ground Water		2	17.00	34.00
Sulfate	Ground Water		2	17.00	34.00
Total Dissolved Solids	Ground Water		2	17.00	34.00

Total:	$102.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$102.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$102.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
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Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: 83953
Date: 8/13/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2508049
Date Received: 8/4/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		2	15.00	30.00
Total Suspended Solids	Waste Water		2	17.00	34.00

Total:	$64.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$64.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	**$64.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 8/14/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2508259
Date Received: 8/7/2025
Priority: Routine
Phone:
Fax;
Project: Useppa Daily WW Set
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Carbonaceous Biological Oxygen Demand	Waste Water		2	21.00	42.00
Fecal Coliform	Waste Water		1	15.00	15.00
Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
Total Suspended Solids	Waste Water		2	17.00	34.00

735.002

Total:	$111.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$111.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 8/18/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2508317
Date Received: 8/11/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform	Waste Water		3	15.00	45.00
Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$96.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

735.002

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 8/22/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2508628
Date Received: 8/20/2025
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Total Coliform MMO-MUG	Drinking Water		3	25.00	75.00

Total:	$75.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$75.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 8/26/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2508705
Date Received: 8/22/2025
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Total Coliform MMO-MUG	Drinking Water		3	25.00	75.00

635.001

Total:	$75.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$75.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice# [redacted]
Date: 8/27/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2508554
Date Received: 8/18/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
	Fecal Coliform	Waste Water		3	15.00	45.00
	Nitrogen, Nitrate + Nitrite	Waste Water		1	20.00	20.00
	Total Suspended Solids	Waste Water		3	17.00	51.00

Total:	$116.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$116.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

735.002

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 8/27/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2508772
Date Received: 8/26/2025
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact.
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Total Coliform MMO-MUG	Drinking Water		3	25.00	75.00

Total:	$75.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	$75.00
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

635.001

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
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Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: **84341**
Date: **8/28/2025**

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2508677
Date Received: 8/21/2025
Priority: Routine
Phone:
Fax:
Project: Useppa WTP DW
PO:
CaseNo: EPA 515.3 - Pentachlorophenol
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
SubContract	Drinking Water	EPA 515.3 - Pentachlorophenol	1	175.00	175.00

Miscellaneous Charge Summary

Item	*Unit*	*Qty*	*Total*
HRS Report Format Fee	$20.00	1	$20.00

Total:	$175.00
Misc. Charges:	$20.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$195.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	**$195.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

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Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: **84359**
Date: **8/29/2025**

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order:	2508678
Date Received:	8/21/2025
Priority:	Routine
Phone:	
Fax:	
Project:	Useppa WTP DW
PO:	
CaseNo:	TDS Cl- Na
Submitted By:	Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride	Drinking Water		1	17.00	17.00
SubContract	Drinking Water	200.7 - Sodium	1	20.00	20.00
Total Dissolved Solids	Drinking Water		1	17.00	17.00

Miscellaneous Charge Summary

Item	*Unit*	*Qty*	*Total*
HRS Report Format Fee	$20.00	1	$20.00

Total:	$54.00
Misc. Charges:	$20.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$74.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$74.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: **84367**

Date: **8/29/2025**

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2508676
Date Received: 8/21/2025
Priority: Routine
Phone:
Fax:
Project: Useppa-Wkly MW1 MW2
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Chloride	Ground Water		2	17.00	34.00
Sulfate	Ground Water		2	17.00	34.00
Total Dissolved Solids	Ground Water		2	17.00	34.00

Total:	$102.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$102.00**
Pre-Paid Amount:	**$0.00**
Total Payable Amount:	**$102.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 9/3/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2508739
Date Received: 8/25/2025
Priority: Routine
Phone:
Fax:
Project: Useppa Daily WW
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
Fecal Coliform		Waste Water		3	15.00	45.00
Total Suspended Solids		Waste Water		3	17.00	51.00

Total:	$96.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$96.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

73[redacted].002
5

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: [redacted]
Date: 9/3/2025

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: ACCOUNTS PAYABLE
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Acct. Code:

Work Order: 2509055
Date Received: 9/2/2025
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact
PO:
CaseNo:
Submitted By: Useppa Utilities

Item	Description	Matrix	Remarks	Qty	Unit Price	Total
	Total Coliform MMO-MUG	Drinking Water		3	25.00	75.00

Total:	$75.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$75.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	[redacted]

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

635.001

Sanders Laboratories, Inc.
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337
Website: www.sanderslabs.net

INVOICE

Invoice#: **84475**
Date: **9/4/2025**

REMIT TO: Sanders Laboratories, Inc.
Tami Bright
1050 Endeavor Court
Nokomis, FL 34275
TEL: (239) 590-0337

INVOICE TO: ATTN: **ACCOUNTS PAYABLE** Acct. Code:
Useppa Utilities

PO Box 640

Bokeelia, FL 33922

Work Order: **2509102**
Date Received: **9/3/2025**
Priority: Routine
Phone:
Fax:
Project: Useppa DW Bact
PO:
CaseNo:
Submitted By: Useppa Utilities

Item Description	Matrix	Remarks	Qty	Unit Price	Total
Total Coliform MMO-MUG	Drinking Water		3	25.00	75.00

Total:	$75.00
Misc. Charges:	$0.00
Discount:	0.00%
Surcharge:	0.00%
INVOICE Total:	**$75.00**
Pre-Paid Amount:	$0.00
Total Payable Amount:	**$75.00**

TERMS: Due Upon Receipt

Please Remit Payment To:
Sanders Laboratories, Inc
1050 Endeavor CT
Nokomis, FL 34275

To ensure proper credit to your account please include invoice # with your payment.
Invoices over 30 days may be charged interest at the rate of 18% per year.
We gladly accept credit cards with a 3.5% up charge.
Clients that require collection actions will be responsible for any and all collection costs incurred, including attorney's fee.

ASSIGNMENT OF CONTRACT RIGHTS

For valuable consideration, receipt of which is hereby acknowledged, USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation ("Assignor"), hereby assigns to UIP UTILITIES LLC, a Florida limited liability company ("Assignee"), and Assignee agrees to assume, all of Assignor's rights, title, interests, and obligations in and to and under that certain Hawkins Contract ("Hawkins Contract"), between Assignor, as the purchaser of services, and Hawkins Inc., a Florida corporation, as the provider of services. Copies of all Hawkins Invoices dating back to March 3, 2025, under the Hawkins Contract are attached hereto as Composite Exhibit "A".

Assignee hereby agrees to save, indemnify, and hold Assignor harmless from and against any and all claims, demand, losses, causes of action or liabilities, including attorney's fees, cost and expenses, which may arise in connection with Assignee's obligations under the Hawkins Contract from and after the Effective Date of this Assignment of Contract Rights.

Executed this 22 day of September, 2025 ("Effective Date").

USEPPA ISLAND UTILITIES COMPANY, INC., a Florida corporation

By: _____
SANAE BECKSTEAD
Its: President

ACCEPTED

The undersigned Assignee hereby accepts the foregoing assignment.

UIP UTILITIES COMPANY LLC, a Florida limited liability company

By: USEPPA ISLAND PARTNERS LLC
Its: Manager

By: _____

Its: _____

Original

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	**$856.34**
Invoice Number	6999491
Invoice Date	3/3/25
Sales Order Number/Type	4747609 SL
Branch Plant	75
Shipment Number	5674315

Sold To: 296374
ACCOUNTS PAYABLE
USEPPA UTILITIES COMPANY
PO BOX 640
Bokeelia FL 33922-0640

Ship To: 296915
USEPPA UTILITIES COMPANY
6001 Maria Dr
St James City FL 33956-3037

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
4/2/25	Net 30	PPD Origin	HWTG			391

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	Y	260.0000	GA	$3.0023	GA	2,514.2 LB	$780.60
		1 LB BLK (Mini-Bulk)		260.0000	GA			2,514.2 GW	
1.010	Fuel Surcharge	Freight	Y	1.0000	EA	$25.0000			$25.00

********** Receive Your Invoice Via Email **********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

EXHIBIT
A

Page 1 of 1

Tax Rate	Sales Tax
6.5 %	$50.74

Invoice Total **$856.34**

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: [redacted]
ABA/Routing #: [redacted]
Swift Code#: [redacted]
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 880103

Original

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	**$904.30**
Invoice Number	7029542
Invoice Date	4/7/25
Sales Order Number/Type	4776711 SL
Branch Plant	75
Shipment Number	5712805

Sold To: 296374
ACCOUNTS PAYABLE
USEPPA UTILITIES COMPANY
PO BOX 640
Bokeelia FL 33922-0640

Ship To: 296915
USEPPA UTILITIES COMPANY
6001 Maria Dr
St James City FL 33956-3037

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
5/7/25	Net 30	PPD Origin	HWTG			391

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	Y	275.0000	GA	$3.0023	GA	2,659.3 LB	$825.63
		1 LB BLK (Mini-Bulk)		275.0000	GA			2,659.3 GW	
1.010	Fuel Surcharge	Freight	Y	1.0000	EA	$25.0000			$25.00

********** Receive Your Invoice Via Email **********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Account #: 1131.00

Page 1 of 1

Tax Rate	Sales Tax
6.5 %	$53.67

Invoice Total **$904.30**

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860243
Minneapolis, MN 55486-0243

WIRING CONTACT INFORMATION:
Email: Credit Dept@Hawkinsinc.com

Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc
Account #: [redacted]
ABA/Routing #: [redacted]
Swift Code#: [redacted]
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@HawkinsInc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1022006

Original

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	**$333.85**
Invoice Number	7038564
Invoice Date	4/15/25
Sales Order Number/Type	4783855 SL
Branch Plant	75
Shipment Number	5722489

Sold To: 296374
ACCOUNTS PAYABLE
USEPPA UTILITIES COMPANY
PO BOX 640
Bokeelia FL 33922-0640

Ship To: 296915
USEPPA UTILITIES COMPANY
6001 Maria Dr
St James City FL 33956-3037

REC 4/17/25
$ WATER PLANT

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
5/15/25	Net 30	PPD Origin	HWTG			391

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	42703	AWC A-102 Plus Antiscalant	Y	1.0000	PA	$58.0000	GA	45.9 LB	$290.00
		5 GA PA		5.0000	GA			47.8 GW	
1.010	Fuel Surcharge	Freight	Y	1.0000	EA	$25.0000			$25.00

********** Receive Your Invoice Via Email **********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

7760.80

Page 1 of 1

Tax Rate	Sales Tax
6.5 %	$18.85

Invoice Total **$333.85**

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910
Fax Number: (612) 236-6782

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: [redacted]
ABA/Routing #: [redacted]
Swift Code#:
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1059677

Original

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	**$1,825.85**
Invoice Number	7059039
Invoice Date	5/6/25
Sales Order Number/Type	4804345 SL
Branch Plant	75
Shipment Number	5748302

Sold To: 296374
ACCOUNTS PAYABLE
USEPPA UTILITIES COMPANY
PO BOX 640
Bokeelia FL 33922-0640

Ship To: 296915
USEPPA UTILITIES COMPANY
6001 Maria Dr
St James City FL 33956-3037

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O#	P.O. Release	Sales Agent #
6/5/25	Net 30	PPD Origin	HWTG			391

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	42703	AWC A-102 Plus Antiscalant	Y	3.0000	PA	$58.0000	GA	137.6 LB	$870.00
		5 GA PA		15.0000	GA			143.5 GW	
1.010	Fuel Surcharge	Freight	Y	1.0000	EA	$20.0000			$20.00
2.000	41930	Azone - EPA Reg. No. 7870-1	Y	275.0000	GA	$3.0023	GA	2,659.3 LB	$825.63
		1 LB BLK (Mini-Bulk)		275.0000	GA			2,659.3 GW	

Water plant.

split

Water 50%
Pool 50% 7760.80

********** Receive Your Invoice Via Email **********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com or call 612-331-6910 to get it setup on your account.

618.001 - $912.93
718.002 - $912.92

Page 1 of 1

Tax Rate	Sales Tax
6.5 %	$110.22

Invoice Total **$1,825.85**

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: [redacted]
ABA/Routing #: [redacted]
Swift Code#: [redacted]
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Original

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	**$913.47**
Invoice Number	7092786
Invoice Date	6/9/25
Sales Order Number/Type	4838257 SL
Branch Plant	75
Shipment Number	5793275

Sold To. 296374
ACCOUNTS PAYABLE
USEPPA UTILITIES COMPANY
PO BOX 640
Bokeelia FL 33922-0640

Ship To: 296915
USEPPA UTILITIES COMPANY
6001 Maria Dr
St James City FL 33956-3037

Rec 6/9/2025

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
7/9/25	Net 30	PPD Origin	HWTG			391

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	Y	275.0000	GA	$3.0507	GA	2,659.3 LB	$838.94
		1 LB BLK (Mini-Bulk)		275.0000	GA			2,659.3 GW	
1.010	Fuel Surcharge	Freight	Y	1.0000	EA	$20.0000			$20.00

********** Receive Your Invoice Via Email **********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Account #
7760.80 = #685.11
5710.70 = $228.36

Page 1 of 1	Tax Rate	Sales Tax	Invoice Total
	6.5 %	$54.53	**$913.47**

No Discounts on Freight

IMPORTANT. All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.

NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910
Fax Number: (612) 225 6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: [redacted]
ABA/Routing #: [redacted]
Swift Code#:
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remittance information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1264599

Original

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	**$913.47**
Invoice Number	7124457
Invoice Date	7/7/25
Sales Order Number/Type	4867611 SL
Branch Plant	75
Shipment Number	5830967

Sold To: 296374
ACCOUNTS PAYABLE
USEPPA UTILITIES COMPANY
PO BOX 640
Bokeelia FL 33922-0640

Ship To: 296915
USEPPA UTILITIES COMPANY
6001 Maria Dr
St James City FL 33956-3037

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
8/6/25	Net 30	PPD Origin	HWTG			391

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	Y	275.0000	GA	$3.0507	GA	2,659.3 LB	$838.94
		1 LB BLK (Mini-Bulk)		275.0000	GA			2,659.3 GW	
1.010	Fuel Surcharge	Freight	Y	1.0000	EA	$20.0000			$20.00

********** Receive Your Invoice Via Email **********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Account #:
7760.80 = $685.11
5710.70 = $ 228.36

Page 1 of 1

Tax Rate	Sales Tax	Invoice Total
6.5 %	$54.53	**$913.47**

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@HawkinsInc.com

Phone Number: (612) 331-6910
Fax Number: (612) 215-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: [redacted]
ABA/Routing #: [redacted]
Swift Code#: [redacted]
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@HawkinsInc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1406377

Original

INVOICE

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

Total Invoice	$913.47	
Invoice Number	7158677	
Invoice Date	8/8/25	
Sales Order Number/Type	4900645	SL
Branch Plant	75	
Shipment Number	5873515	

Sold To: 296374
ACCOUNTS PAYABLE
USEPPA UTILITIES COMPANY
PO BOX 640
Bokeelia FL 33922-0640

Ship To: 296915
USEPPA UTILITIES COMPANY
6001 Maria Dr
St James City FL 33956-3037

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
9/5/25	Net 30	PPD Origin	HWTG			391

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	Y	275.0000	GA	$3.0507	GA	2,659.3 LB	$838.94
		1 LB BLK (Mini-Bulk)		275.0000	GA			2,659.3 GW	
1.010	Fuel Surcharge	Freight	Y	1.0000	EA	$20.0000			$20.00

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or call 612-331-6910 to get it setup on your account.

Account #

7760.80 = $685.11

5710.70 = $ [illegible]

Page 1 of 1	Tax Rate	Sales Tax	Invoice Total	$913.47
	6.5 %	$54.53		

No Discounts on Freight

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NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910
Fax Number: (651) 225-5702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: [redacted]
ABA/Routing #: [redacted]
Swift C[redacted]
Type of Account: Corporate Checking

ACH PAYMENTS:
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www.hawkinsinc.com

Job# 1598414

Original

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	**$919.97**
Invoice Number	7185754
Invoice Date	9/2/25
Sales Order Number/Type	4925777 SL
Branch Plant	75
Shipment Number	5905872

Sold To: 296374
ACCOUNTS PAYABLE
USEPPA UTILITIES COMPANY
PO BOX 640
Bokeelia FL 33922-0640

Ship To: 296915
USEPPA UTILITIES COMPANY
6001 Maria Dr
St James City FL 33956-3037

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
10/2/25	Net 30	PPD Origin	HWTG			391

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	Y	275.0000	GA	$3.0507	GA	2,659.3 LB	$838.94
		1 LB BLK (Mini-Bulk)		275.0000	GA			2,659.3 GW	
1.010	Fuel Surcharge	Freight	Y	1.0000	EA	$26.5000			$26.50

********** Receive Your Invoice Via Email **********

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or call 612-331-6910 to get it setup on your account.

Tax Rate	Sales Tax
6.5 %	$54.53

Invoice Total **$919.97**

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: [redacted]
ABA/Routing #: [redacted]
Swift Code#: [redacted]
Type of Account: Corporate Checking

ACH PAYMENTS:
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Job# 1649621

EXHIBIT D

(Useppa Island Partners LLC Bank Statements)

FDIC FDIC-Insured - Backed by the full faith and credit of the U.S. Government

Cash Management

HAPPY. A DIVISION OF CENTENNIAL BANK

Account Information

Deposit Accounts

Account Name	Account Number	Ledger Balance	Collected Balance	Available Balance	Download
CHECKING	[redacted]4121	$754,865.66	$754,865.66	$754,865.66	
INVESTORS	[redacted]2626	$1,252,586.49	$1,252,586.49	$1,252,586.49	
DUES	[redacted]6215	$2,530.81	$2,530.81	$2,530.81	
UTILITY	[redacted]6564	$1,558.13	$1,558.13	$1,558.13	
UIP PROPERTYY	[redacted]7649	$69.00	$69.00	$69.00	
PAYROLL	[redacted]1211	$21,882.55	$21,882.55	$21,882.55	
CAP RESERVE	[redacted]8642	$69.00	$69.00	$69.00	
OPERATIONS	[redacted]5677	$360,882.75	$360,882.75	$330,952.84	
Totals		$2,394,444.39	$2,394,444.39	$2,364,514.48	Download

Member FDIC EQUAL HOUSING LENDER

EXHIBIT E

(Useppa Island Partners LLC Letter of Financial Support)

Dated this __ day of December, 2025.

RE: Useppa Island Partners LLC Financial Support to and for UIP Utilities Company LLC

To: All Whom It May Concern

Useppa Island Partners LLC ("Useppa Island Partners") submits this letter in connection with the pending acquisition between UIP Utilities Company LLC ("UIP Utilities") and Useppa Island Utilities Company, Inc.

Useppa Island Partners, the parent company of UIP Utilities, hereby affirms that it is fully aware of UIP Utilities' operational and financial requirements following its acquisition of Useppa Island Utilities Company, Inc.'s regulated assets. Useppa Island Partners maintains adequate financial resources and access to capital, and its current financial position enables it to provide support to UIP Utilities as necessary and required.

Useppa Island Partners presently holds over $1 million in liquid assets and is projected to obtain revenues in excess of $2 million over the 2026 fiscal year. In addition, Useppa Island Partners is currently in the process of negotiating and obtaining various financing agreements such as an SBA loans and Centennial Bank loan, together in excess of $9 million, in order to obtain additional, liquid funds to be used in furtherance of its and UIP Utilities' short-term requirements.

It is Useppa Island Partners' intention to make available, as necessary and required, resources sufficient to enable UIP Utilities to:

(i) meet its obligations as they become due;
(ii) maintain adequate working capital and liquidity, and
(iii) continue operations in the ordinary course of business while Subsidiary progresses toward sustained financial self-sufficiency.

Useppa Island Partners further expresses its present intention to continue monitoring UIP Utilities' financial condition, capital needs, and operational requirements. Useppa Island Partners currently intends to use its financial strength, including its existing resources and access to funding, to support UIP Utilities' business and regulatory obligations to the extent Useppa Island Partners deems necessary and appropriate. Useppa Island Partners retains full discretion to modify, limit, or withdraw its intended course of action at any time.

Useppa Island Partners remains committed to overseeing UIP Utilities' development into a fully self-sufficient enterprise. Should the Commission require additional information or clarification, Useppa Island Partners stands ready to provide it upon request.

SIGNATURE ON FOLLOWING PAGE

Executed this __ day of December, 2025.

Useppa Island Partners LLC

By: Steve Mezynieski DIGITALLY SIGNED 12/12/2025 12:27 PM EST

Steve Mezynieski
Chief Executive Officer

EXHIBIT F
(Useppa Island Partners LLC's Pro Forma Financial Statements)

Year	Baseline from research	2025 Kaufman just notes	4 months 2025	2026	2027	2028	2029							
Projected increase	All of Beckstead costs removed	From 22% to 30% +	25% of column C or less	+-10%	+-15%	+-10%	+-10%							
Annual Operating Revenue						Tarpon bar open	Tarpon bar open							
Food & Bev Income	1,651,334	2,014,627	503,657	2,250,000	2,600,000	3,500,000	3,850,000							
Merchandise & Grocery	573,695	699,908	174,977	770,000	885,000	973,500	1,070,850							
Rental programs	991,485	1,209,612	302,403	1,350,000	1,550,000	1,705,000	1,875,500							
Guest pass programs, events, & carts	260,513	260,513	65,128	290,000	335,000	368,500	405,350							
House keeping income	134,591	134,591	33,648	149,000	170,000	187,000	205,700							
Launch / ferry transport	238,537	357,806	89,452	390,000	420,000	462,000	508,200							
Manna & Bocilla	389,410	389,410	97,353	428,000	490,000	539,000	592,900							
Barge +solid waste transport	232,089	283,149	70,787	312,000	350,000	385,000	423,500							
Maintenance	137,669	206,504	51,626	230,000	250,000	275,000	302,500							
Initiation Fees - funds go to reserves	406,667	406,667		1,550,000	1,550,000	1,690,000	1,895,000	6,079,291	Raised for reserves and infrastructure only					
Club Dues Social members	1,195,136	2,189,808	364,968	2,402,928	2,402,928	2,643,221	2,907,543	All fees and dues are about 30 % of revenues						
Club Dues Property Owners	204,000	618,048	206,016	618,048	618,048	648,950	713,845	From all member types						
Dining member dues $2,000 annually to start	256,000	516,000		567,600	580,000	638,000	701,800		Before		After			
Homeowners property owners assessments	1,042,900	2,257,824	752,608	2,370,715	2,500,000	2,750,000	3,025,000		2,922,040	5,844,080	5,959,291	6,100,976	6,680,171	
Real Estate Sales commissions (3% for estimate, 10 homes)	255,519	450,000		450,000	475,000	500,000	550,000							
New line for Contractor Rent/Fees to operate on UI			50,000	120,000	150,000	180,000	210,000							
All Other Income (started with 510,725 + 196,858)	709,583	865,691		952,260	1,000,000	1,100,000	1,210,000							
Total Operating Revenue	**8,673,128**	**12,854,158**	**2,762,622**	**15,199,552**	**16,325,976**	**18,505,171**	**20,402,688**							
A conservative approach and estimates and gained effeciencies														
Cost of Goods		25% increase below	30% of column C	~10% or so	~10% or so	~5% below w/effec	~5% below w/effec							
Food & Bev	636,058	795,073	238,522	835,000	935,200	961,960	1,031,058							
Rental Commissions to UIC	542,798	678,498	203,549	730,000	815,000	855,750	898,538							
Merchandise & Grocery	301,759	377,199	113,160	415,000	465,000	488,250	512,663							
Fuel	210,060	262,575	78,773	270,000	300,000	315,000	330,750							
Sub contracting (not as much over time)	191,180	238,975	30,000	250,000	265,000	270,000	283,500							
All other COGS	196,822	196,028	50,000	210,000	235,000	246,750	259,088							
Total COGS	**2,038,677**	**2,548,348**	**734,003**	**2,710,000**	**3,015,200**	**3,157,710**	**3,315,596**							
Total COGS %	**23.5%**	**19.8%**	**25.8%**	**17.8%**	**18.5%**	**17.1%**	**16.2%**							
Gross Profit	**6,634,451**	**10,305,812**	**2,028,619**	**12,489,552**	**13,310,776**	**15,347,461**	**17,087,093**							
GP%	**76.5%**	**80.2%**	**74.2%**	**82.2%**	**81.5%**	**82.9%**	**83.7%**							
Operating Expenses		~30% increase below		~10% below	~5% below	~5% below	~5% below							
Salary & Wages	1,551,184	2,016,539	302,481	2,200,000	2,310,000	2,425,500	2,546,775							
Add service and landscape personnel to be able to do necessary														
R&M new hires for renovations and remodel		500,000	150,000	550,000	577,500	606,375	636,694							
Temporary construction labor year 2026 to 2027 cut to 30 v 46		500,000	500,000	3,120,000	2,608,696									
Collier Front of House (FOH)	227,327	295,525	44,329	315,000	330,750	347,288	364,652							
Collier BOH	327,713	426,027	63,904	460,000	483,000	507,150	532,508							
Front Desk	205,820	267,566	40,135	290,000	304,500	319,725	335,711							
Housekeeping	171,479	222,923	66,877	250,000	262,500	275,625	289,406							
Bonuses/commissions	174,727	227,145	68,144	300,000	315,000	330,000	346,500							
Payroll Taxes and Fringes	483,706	628,818	113,187	690,000	724,500	770,000	808,500							
Security		100,000	0	110,000	115,500	121,275	127,339							
Repair & Maint	259,620	337,506	101,252	370,000	388,500	407,925	428,321							
HR	90,462	117,601	35,280	125,000	131,250	137,813	144,703							
Labor costs sub-total	**3,492,038**	**5,539,649**	**1,485,588**	**8,780,000**	**8,551,696**	**6,248,675**	**6,561,109**	labor costs could possibly be reduced 500k to 1M a year						
Labor costs %	**40.3%**	**43.9%**	**53.8%**	**57.8%**	**52.4%**	**33.8%**	**32.2%**			92000	46 Construction workers a week			
											Estimate			
Professional fees IT	164,828	214,406	64,322	236,000	259,600	272,580	286,209							
Boat, auto, gas, oil	149,036	193,747	58,124	214,000	235,400	247,170	259,529							
Employee Housing	111,236	144,607	12,000	160,000	160,000	168,000	176,400							
Utilities (excluding water/sewer)	217,791	283,128	84,938	300,000	315,000	330,750	347,288							
Bank & Credit Card fees	177,785	50,000	15,000	50,000	55,000	57,750	60,638							
Professional GM		200,000	60,000	220,000	250,000	262,500	275,625							
CFO/Controller		100,000	30,000	110,000	120,000	126,000	132,300							
Other Operating Expenses	782,044	1,016,657	304,997	1,120,000	1,220,000	1,281,000	1,345,050							
Total Operating Expenses	**5,094,858**	**7,842,195**	**2,114,970**	**11,190,000**	**11,166,696**	**8,994,425**	**9,444,146**							
Total Operating Expense %	**58.7%**	**61.0%**	**76.6%**	**73.6%**	**68.4%**	**48.6%**	**46.2%**							
Other cash expenses														
Interest income	9,559	0		0	0	0	0							
General Insurance (need to finalize with quotes)	167,037	300,000	100,000	300,000	400,000	450,000	500,000							
Property Taxes (estimates)	93,279	217,395	200,000	300,000	400,000	500,000	600,000							
Other cash expenses total	**250,757**	**517,395**	**300,000**	**600,000**	**800,000**	**950,000**	**1,100,000**							
Other cash expenses %	**2.9%**	**4.0%**	**10.9%**	**3.9%**	**4.9%**	**5.1%**	**5.4%**							
Subtotal of all expenses above	**5,345,615**	**8,359,590**	**2,414,970**	**11,790,000**	**11,966,696**	**9,944,425**	**10,544,146**							
								Informationnel only						
Operating Profit Before Interest and Depr/Amortization	**1,288,836**	**1,946,222**	**-366,351**	**699,552**	**1,344,080**	**5,403,036**	**6,542,947**	*Profit Before Depreci*	*1,224,652*	*1,914,130*	*169,487*	*483,695*	*4,559,822*	*5,718,234*
Operating Profit Before Interest and Depr/Amortization %	**14.9%**	**15.1%**	**-13.3%**	**4.6%**	**8.2%**	**29.2%**	**32.1%**	*Profit Before Depreci*	*14 1%*	*14 9%*	*1 1%*	*3 0%*	*24 6%*	*28 0%*
Non-cash expenses and interest expense					Tarpon bar build	Tarpon bar open	Tarpon bar open							
Depreciation & Amortization (estimate without exact figures)	121,711	1,500,000	1,500,000	1,500,000	1,600,000	1,500,000	1,300,000							
Interest Expense	32,092	32,092	295,473	869,039	860,385	843,214	824,713							
Subtotal of NC expenses and interest	**153,803**	**1,532,092**	**1,795,473**	**2,369,039**	**2,460,385**	**2,343,214**	**2,124,713**							
Total Expenses	**5,499,418**	**9,891,682**	**4,210,443**	**14,159,039**	**14,427,081**	**12,287,639**	**12,668,859**							
Total Expenses %	**63.4%**	**77.0%**	**152.4%**	**93.2%**	**88.4%**	**66.4%**	**62.1%**							
Profit After Interest and Depreciation/Amortization	**1,102,941**	**414,130**	**-2,161,824**	**-1,669,487**	**-1,116,305**	**3,059,822**	**4,418,234**							
Profit After Interest and Depreciation/Amortization %	**12.7%**	**3.2%**	**-78.3%**	**-11.0%**	**-6.8%**	**16.5%**	**21.7%**							
Cash Flow informaton														
CHANGE IN CASH FROM OPERATIONS is about	**1,224,652**	**1,914,130**	**-679,787**	**-222,318**	**248,819**	**3,152,476**	**3,895,773**							
adds back non cash expense of depr/amort	121,711		1,500,000	1,500,000	1,600,000	1,500,000	1,300,000							
subtract principal payments			17,963	52,831	234,876	252,047	270,548							
subtract Taxes estimate for pass through distribution ~37%	345,469	132,082	0	0	0	1,155,299	1,551,912	Planning to pass through enough to pay federal taxes by all shareholders						
adjusted for the 20 QBI deduction														
—no pass through cash needed on losses														

	Year 2026		
Loan payments	Principal	Interest	Total
SBA loan of $3,000,000 both p&I payments	52,831	119,039	171,870
Centennial $5,000,000 loan through 2026 interest only	0	400,000	400,000
Notes of $5,000,000 at 7% interest only for the forseeable time	0	350,000	350,000
Total interest expense		869,039	921,870
	Year 2027		
Loan payments	Principal	Interest	Total
SBA loan of $3,000,000 both p&I payments	54,964	116,886	171,870
Centennial $5,000,000 loan both p&I payments	179,892	393,499	573,391
Notes of $5,000,000 at 7% interest only for the forseeable time	0	350,000	350,000
Total principal and interest expense	234,876	860,385	1,095,261
	Year 2028		
Loan payments	Principal	Interest	Total
SBA loan of $3,000,000 both p&I payments	57,224	114,646	171,870
Centennial $5,000,000 loan both p&I payments	194,823	378,568	573,391
Notes of $5,000,000 at 7% interest only for the forseeable time	0	350,000	350,000
Total interest expense	252,047	843,214	1,095,261
	Year 2029		
Loan payments	Principal	Interest	Total
SBA loan of $3,000,000 both p&I payments	59,555	112,315	171,870
Centennial $5,000,000 loan both p&I payments	210,993	362,398	573,391
Notes of $5,000,000 at 7% interest only for the forseeable time	0	350,000	350,000
Total interest expense	270,548	824,713	1,095,261

Cash flow dictates payment of notes in the future
which are not part of this calculation

Capex/ Capital improvements Project	Description	Budget	WIP Delay	WIP Labor portioin	WIP Accel Depr	Timeline	Comments
New Barge	Replace old UIDC barge	290,000			290,000	Purchased	
Additional boat for transport and hauling		60,000			60,000	Purchased	
Bocilla Lane	Staffing Housing / Boat Slips / Commercial Launching Ramp	660,000				Purchased	
Bocilla Lane renovation		150,000					
Critical Repairs Water Sewage Treatment	Water and Sewer Treatment and Storage	500,000				Immediate - 2025	
Replacement - Sewer/Water Lines	Full Replacement Existing Sewer and Water Line	1,600,000	800,000			3 Months - 2025 - Dependent upon issuance of permits	
Pine Island Industrial Park fenced lot, building		800,000				Purchased - 9-1	
Equipment Acquisition Update	Acquire Essential Equipment to support daily operations	1,000,000	500,000		800,000	Half or more is financed Cat equipment financed NEED $300K MULCHER	
Equipment rental	For 6 to 18 months	500,000	250,000			Annual - starts October 2025	
Completion Main Marina	Construction / Water / Electrical Water/Electrical	500,000 400,000				October 1st start	Changed from 1,200,000 to 500,000 E&W will be more
Barge Dock	Rebuild in Existing Location	850,000	500,000			Starts in early 2026 Dependent upon issuance of permits	Possible to investigate the addition of a small "T" at eastern end to help alleviate vehicle backup warning noise?
Collier Inn Renovation	Collier Inn renovation Furniture and equipment Other	3,250,000 250,000 250,000	1,000,000			12 months starting 2025	30% of cost is inside labor Open for 2025-2026 season Pool and Equipment are included
Collier area	Pool equipment and pool room/ wall repair	100,000				1 month after closing	
Update Maintenance Building	New Building Maintenance Area - Storage	300,000				2 Months from receiving - 2025 - building permit	
Beach Remediation Seawall/Jetty/Groins		350,000 500,000	350,000			Pending Permit -starts 2026 With in 18 months of closing	
Croquet/Tennis courts	Remediation	200,000				2 months after close - 2025	
Pink Path Replacement and electical lines	Remove and Replace	480,000				Immediately after closing	
Beach Club - Tarpon Temp Improvement		150,000				1 Month - 2025 - start immediately after close	
Village Dock A Village Dock B	Repair and Replace /Water Repair and Replace /Water	120,000 120,000				2 months after closing 2 months after closing	
Retaining Walls	East Shore / West and North End	250,000	250,000			2 months after closing	
Roads / Base	Road / Base / Drainage	500,000	250,000			Start within 6 months of closing -	Further perimeter restoration investigation? → Yes these items will be addressed
Front of house equipment Food truck	New and updated - kitchen, bar and food trucks	200,000 50,000			100,000	Immediate	
Tennis Lighting & Fencing		20,000	15,000		20,000	3 months after closing	
Payoff of POA lawsuit costs up to cap		350,000				Immediate	
Consultants and lawyers / outside professionals		300,000				First 4 months of operations	
Miscellaneous equipment/expenses		200,000					
Payoff of UIDC's heavy equipemnt - 3 pieces		100,000			100,000		
New Reception at Gasparilla Cottage Spa on second floor	Reception and Mail room - renovation	750,000 50,000	375,000			This fall 2025	
First 16 to 18 months spend		**16,150,000**	**4,290,000**			**16 to 18 months'**	**Reserves to assist with CI contingency costs**
Purchase of UIDC assets		**16,000,000**				**Immediate**	
Buildings - Tarpon Area	Design and Replacement - cost estimate unclear	4,000,000				2027-2028	
First 2 and a half years of spend	**Current projects on the books. Phase 0, 1 and 2**	**36,150,000**					
Additional operational expense							
Staff thank you bonus to be considered		65,000				May not us	

Sources of starting funds	Amounts	
A shares in UIP	16,000,000	
B shares in UIP	4,000,000	- perhaps more if possible
POA lawsuit new funds -	1,000,000	- could be as high as $2,200,000
SBA loans	3,000,000	- 4% on 30 year loan
Centennial Bank LOC/loan	5,000,000	- 8% on a 15 year mortgage. Initially in phase 0 and 1 interest only, then convert to mortgage - may go as high as $6,000,000
Notes	5,000,000	- 7% interst only payable quarterly, 10 year notes, callable any time after 3 years? - 8% interest on amounts above $500,000 per investor
Initial funds	34,000,000	
Leaves funds after asset purchase	18,000,000	
Additioan funds - potential		
Sell of Village docks	2,000,000	- wait a year plus to make it LT captial gains
Sell of real estate lots	6,000,000	375000
Second round of notes	5,000,000	

Year Projected increase	Baseline from research All of Beckstead costs removed	2025 Kaufman - just notes From 22% to 30% +	2,026 ~10%	2,027 + ~15%	2,028 ~10%	2,029 + ~10%	
Total Operating Revenue	**8,673,128**	**12,854,158**	**15,199,552**	**16,325,976**	**18,505,171**	**20,402,688**	
Total COGS	2,038,677	2,548,346	2,710,000	3,015,200	3,157,710	3,315,596	
Total COGS %	23.5%	19.8%	17.8%	18.5%	17.1%	16.3%	
Gross Profit	**6,634,451**	**10,305,812**	**12,489,552**	**13,310,776**	**15,347,461**	**17,087,093**	
GP%	**76.5%**	**80.2%**	**82.2%**	**81.5%**	**82.9%**	**83.7%**	
Total Operating Expenses	**5,094,858**	**7,842,195**	**11,190,000**	**11,166,696**	**8,994,425**	**9,444,146**	
Total Operating Expense %	**58.7%**	**61.0%**	**73.6%**	**68.4%**	**48.6%**	**46.3%**	
Interest income	-9,559	0	0	0	0	0	
General Insurance (need to finalize with quotes)	167,037	300,000	300,000	400,000	450,000	500,000	
Property Taxes (estimates)	93,279	217,395	300,000	400,000	500,000	600,000	
Other cash expenses total	**250,757**	**517,395**	**600,000**	**800,000**	**950,000**	**1,100,000**	
Operating Profit Before Interest and Depr/Amortization	**1,288,836**	**1,946,222**	**699,552**	**1,344,080**	**5,403,036**	**6,542,947**	**<---- EBITDA**
Operating Profit Before Interest and Depr/Amortization %	**14.9%**	**15.1%**	**4.6%**	**8.2%**	**29.2%**	**32.1%**	
Interest Expense	**32,092**	**32,092**	**869,039**	**860,385**	**843,214**	**824,713**	
Depreciation & Amortization (estimate without exact figures)	**121,711**	**1,500,000**	**1,500,000**	**1,600,000**	**1,500,000**	**1,300,000**	
Profit After Interest and Depreciation/Amortization	**1,102,941**	**414,130**	**-1,669,487**	**-1,116,305**	**3,059,822**	**4,418,234**	
Profit After Interest and Depreciation/Amortization %	**12.7%**	**3.2%**	**-11.0%**	**-6.8%**	**16.5%**	**21.7%**	

EXHIBIT G

(Operator Certifications)

State of Florida
Department of Environmental Protection

OPERATOR CERTIFICATION PROGRAM
2600 BLAIR STONE ROAD, M.S. 3506
TALLAHASSEE, FLORIDA 32399-2400
(850)245-7500

WILLIAM JAMES EDWARDS
359 MENDOZA ST
PUNTA GORDA, FL 33983

State of Florida
Department of Environmental Protection

LICENSE NO.: 0018299 **DATE ISSUED: 04/14/2025**

CLASS C DRINKING WATER TREATMENT PLANT OPERATOR.

WILLIAM JAMES EDWARDS

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 04/30/2027

State of Florida
Department of Environmental Protection

ISSUED: 04/14/2025 **LICENSE NO.: 0018299**

WILLIAM JAMES EDWARDS

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES
AS A CLASS C DRINKING WATER TREATMENT PLANT OPERATOR.

VALID UNTIL: 04/30/2027

Ron DeSantis
GOVERNOR

DISPLAY IS REQUIRED BY LAW

Alexis A. Lambert
SECRETARY

State of Florida

Department of Environmental Protection

ISSUED: 04/29/2025 **LICENSE NO.: 0027156**

THE CLASS B WASTEWATER TREATMENT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2027

ERIC DANIEL SPRUNGER

RON DESANTIS
GOVERNOR

ALEXIS A. LAMBERT
SECRETARY

DISPLAY IS REQUIRED BY LAW

State of Florida
Department of Environmental Protection

ISSUED: 04/29/2025 **LICENSE NO.: 0028239**

THE CLASS C DRINKING WATER TREATMENT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2027

ERIC DANIEL SPRUNGER

RON DESANTIS
GOVERNOR

ALEXIS A. LAMBERT
SECRETARY

DISPLAY IS REQUIRED BY LAW

EXHIBIT H

(U.S. Water Services Corporation Useppa Island Standard Operating Procedures)

STANDARD OPERATING PROCEDURES FOR OPERATION OF WATER TREATMENT FACILITIES

1. Plants must be visited during light.
2. Record the flows in the logbook and daily field sheet for the individual facility operation. For example: potable water, raw water, backwash water, reject flow, recycled flows.
3. Measure and record in the logbook and daily field sheet the following items: Free Chlorine Residual at the point of entry and the designated remote sampling point.
4. Measure and record in the logbook and daily field sheet the pH at the point of entry.
5. Record pressure reading in the logbook and daily log sheet. For example: Well pressure, reject pressure, concentrate pressure, effluent discharge pressure, etc.
6. Record in the logbook and daily field sheet the air to water ratio of the Hydropneumatic tank and the water levels of the other storage tanks.
7. Check all plant equipment to ensure proper operation. Report any equipment malfunctions to the lead operator.
8. Record in the logbook and daily field sheet the time in and out, sign your name and operators license number.
9. Operate the facility within the guidelines of FDEP (Florida Department of Environmental Protection) and the company's operating protocol.
10. Record in the logbook any adjustment to chemical dosages, feed rate, pumping rates or any other operational adjustments.
11. Operate emergency generator in accordance with FDEP Auxiliary power requirements, check and record in logbook the weekly generator fuel level. Notify lead operator when fuel level is below ¼ full.
12. Perform general housekeeping duties such as picking up and disposing of trash and debris.
13. Fill chemical tanks as necessary to provide for uninterrupted chemical dosage.
14. Clean chemical injection points when necessary, but not less than once per week.
15. Record and calculate all ETM run times.
16. Perform compliance sampling in accordance with the company protocol, FDEP and WMD requirements, as well as any requirements from other appropriate regulatory agencies.
17. Notify the regional office (while on site) or regulatory agency of any abnormal events which occur at the facility and record in log book.

U.S. Water Services Corporation

18. Lubricate plant equipment as necessary or as directed by the lead operator.

19. Verify that required records are maintained on site. For example: Lab Certification, Operator License, Water Use Permit, Operating Permit, Operating Protocol, Bacteriological Sampling Plan, SDS Sheets, NSF Certifications, etc. Notify lead operator if any records are missing and obtain replacement documents as necessary to insure that all required records are maintained on site.

20. Calibrate chlorine and pH meters and record calibration on instruments in field sheet and in the facility logbook in accordance with FDEP requirements and the company operating protocol.

STANDARAD OPERATING PROCEDURES FOR OPERATION OF WASTEWATER TREATMENT FACILITIES

1. Plants must be visited during safe light.
2. Check all plant and equipment to ensure proper equipment operation. Report any equipment malfunctions to the Lead Operator.
3. Record in the logbook and on the daily log sheet the time in and out, and sign your name and record your operator license number.
4. Operate the facility within the guidelines of FDEP (Florida Department of Environmental Protection) and facility and company operating protocol.
5. Record in logbook any adjustment to chemical dosages, feed rates, pumping rates or any other operational adjustments.
6. Operate emergency generator, if applicable, in accordance with FDEP auxiliary power requirements, check and record in logbook the generator fuel level weekly. Notify Lead Operator when fuel level is below ½ full.
7. Perform general housekeeping duties such as picking up and disposing of trash and debris.
8. Fill chemical day tanks as necessary to provide for uninterrupted chemical dosage.
9. Clean chemical injection points when necessary, but not less than once per week.
10. Record and calculate all Elapsed Time Meter run times for all equipment provided with ETM's.
11. Perform compliance sampling in accordance with company protocol, FDEP and WMD requirements, as well as any requirements from other appropriate regulatory agencies.
12. Notify the Regional Office (while on-site) of any abnormal events which occur at the facility and record in logbook.
13. Lubricate plant equipment as necessary or as directed by the Lead Operator.
14. Verify that required records are maintained on-site. For example, Lab Certification, Operator License, Water Use Permit, Operating Permits, Operating Protocol, Bacteriological Sampling Plan, MSDS Sheets, NSF Certifications, etc.
15. Calibrate chlorine and pH meter and record calibration on instrument field sheet and in the facility logbook in accordance with FDEP requirement and company operating protocol.
16. Pull 30-minute settleable solids sample during each 30-minute or longer facility visitation. Record reading in the logbook and on the daily field sheet.
17. Record the flows in the logbook and on the daily field sheet required for the individual facility operated. For example: Effluent Flow in MG, Influent Flow in MG, Reuse Flow, Filter Loading Rates, Flows to Sprayfields/drainfield, etc.
18. Measure and record in the logbook and on the daily field sheet; the Total Chlorine Residual for the plant effluent.
19. Measure and record in the logbook and on the daily field sheet; the pH on the plant effluent.

20. Measure and record in the logbook and on the daily field sheet; Residual Dissolved Oxygen reads on each tank as necessary, but not less than once per week.

21. Record in logbook all wasting and estimate quantity of waste activated sludge. Record when digester is hauled and how many gallons were hauled.

22. Add lime to digester before hauling and record pH in accordance with company protocol and FDEP requirements, when applicable.

23. Record in logbook blower motor amperage reading before and after any air equipment adjustments, but at not less than once a week.

24. Clean clarifier stilling wells, weirs, brush pipe walls, wash down clarifier and sludge splash areas, clean bar screens, net and dispose of floatables, etc.

25. Check aeration mixing for good and even pattern.

26. Check the operation of return activated sludge lines and measure returns rate weekly and record return rates in logbook in both gpm and gpd.

27. Read and record daily in the logbook and on the daily field sheet; rainfall in inches.

28. Monitor and rotate effluent disposal system as required by Operating Permit and record in logbook.

29. Manually operate each piece of equipment which is in an idle state during the visitations.

EXHIBIT I

(U.S. Water Services Corporation Useppa Island Utilities Emergency Response Procedure)

Disaster-Specific Preparedness/Emergency Response Plan

Useppa Island Club Water System

Address:	8115 Main Street Bokeelia, FL 33922
Phone:	239-209-7343
Contact:	Jonathan Schmidt
E-mail:	jschmidt@uswatercorp.net
PWS:	5360299
County:	Lee

Updated – August 2023

Prepared by:

U.S. Water Services Corporation
4939 Cross Bayou Blvd.
New Port Richey, FL 34652
(727) 848-8292

Emergency Notification

Emergency Notification List				
Organization or Department	**Name**	**Telephone**	**After Hours Telephone**	**E-mail or Fax**
US Water Lead Operator	William Edwards	863-558-2327	863-558-2327	wjedwards@uswatercorp.net
US Water Regional Operations Manager	Jonathan Schmidt	239-209-7343	239-209-7343	jschmidt@uswatercorp.net
US Water Compliance Abnormal Event Reporting	-	866-753-8292	727-359-8457	-
US Water Maintenance After Hours	-	-	727-848-8292	-
US Water Maintenance Supervisor	Billy Adams	239-286-9685	Call the number above ^	wadams@uswatercorp.net
US Water Regional Manager	Lina M. Quintero	727-858-2396	727-858-2396	lquintero@uswatercorp.net
US Water Regional Maintenance Manager	Steve Stanton	239-209-6120	239-209-6120	sstanton@uswatercorp.net
State Warning Point	Duty Officer	800-320-0519	800-320-0519	http://floridadisaster.org/Response/Operations/swp.htm
County Health Department	Lee County	239-332-9501	-	LeeCHDFeedback@flhealth.gov
Florida Department of Environmental Protection (FDEP) District Office	South District	239-344-5600	239-344-5600	850-412-0590 http://www.dep.state.fl.us/south/
Safe Drinking Water Hot Line	Duty Officer	800-426-4791 202-564-3750	800-426-4791	202-564-3752 http://water.epa.gov/drink/hotline/index.cfm
FEMA	Duty Officer	1-800-621-3362	1-800-621-3362	www.fema.gov
Local Law Enforcement	Duty Officer	911	911	-
Fire Department	Duty Officer	911	911	-
Emergency Medical Services	Duty Officer	911	911	-
National Spill Response Center	Duty Officer	800-424-8802	800-424-8802	HQS-DG-lst-nrcmgmt@uscg.mil http://www.nrc.uscg.mil/nrchp.html

Service / Repair Notifications			
Organization Or Department	**Company Name**	**Telephone**	**Night Phone or Fax Number**
Electric Utility Co.	Florida Power & Light Company	1-800-375-2434	1-800-375-2434
Electrician	U.S. Water Services Corporation	239-368-1766	1-866-753-8292
Water Testing Lab.	AEL	239-674-8130	Josh Snead Cell: 239-994-2226
Pump Supplier	Mader Electric Motors	239-731-5455	239-731-8165
Chlorine Supplier	Hawkins	800-328-5460	-
Radio/SCADA Repair Co.	U.S. Water Services Corporation	239-368-1766	1-866-753-8292
Well Drilling Co.	Youngquist Brothers, Inc.	239-489-4444	239-489-4545

Customers

Key Messages

Develop possible messages in advance, and update them as the emergency develops
▪ This information explains the simple steps you can take to protect you and your family's health.
▪ We will keep you informed as soon as we know more.
▪ Due to this incident as a precaution we advise that all water used for drinking or cooking be boiled.
▪ You can consult a variety of sources for additional information, for example you family doctor or pediatrician.
▪ If you think you may be ill or need medical advice, contact a physician.
▪ Water samples must be collected and tested to validate the microbiological safety of drinking water provided to the consumer.
▪ If you have any questions please contact as at _____
▪ We are taking this incident seriously and doing everything we can do to resolve it.

Disaster-Specific Preparedness/ Emergency Response Plan

A. Vandalism or Sabotage Response Procedures

1. The person first aware of the incident calls the Lead Operator and 911 as soon he knows about the incident.

2. Lead Operator shall contact the Regional Operations Manager to notify State Warning Point 1-800-320-0519 immediately about the incident within the two hours after discovery of sabotage.

3. Regional Operations Manager shall call the appropriate FDEP South District Office, County Health Department and the Facility Owner within the two hours after discovery of sabotage.

4. The Lead Operator collects all reports produced during the investigation and work with the authorities on anything required in the case.

5. Water customers shall be notified also if the water quality has been affected.

6. Lead Operator assesses damage and directs repairs as needed in coordination with the Collection and Distribution System Manager (if necessary).

7. Repair affected facilities as soon as possible.

8. Lead Operator returns the system to normal operation and reports findings to the Regional Operations Manager to proceed with required notifications and updates.

B. Drought Response Procedures

1. Supplier of water analyzes the drought conditions.

2. The permittee shall cease or reduce water withdrawal as directed by the South Water Management District (SFWMD) if water levels in the aquifers fall below the minimum levels established by the Board.

3. Regional Operations Manager notifies Facility Owner and the SFWMD about those conditions and about the measures taken during the emergency.

4. A Water Conservation Plan should be implemented if necessary to get cooperation from the customers during the emergency.

5. The customers are notified about the water use restriction plan.

6. When there is no further need for additional restrictions, the Lead Operator returns the system to normal operation.

7. Customers are notified.

C. Structure Fire Response Procedures

1. As soon as fire is discovered, evacuation of the building(s) is ordered. All employees should know escape routes from every area of the buildings.

2. Activate any visible alarms.

3. Call 911 to notify the Fire Department.

4. If possible, attempt to contain or control the fire using the fire extinguishers located at the facility.

5. Call Regional Operations Manager and Facility Owner.

6. Regional Operations Manager notifies the State Warning Point 1-800-320-0519 immediately and the FDEP South District.

7. Lead Operator and Regional Operations Manager survey the damages after the incident and inform the Facility Owner.

8. Lead Operator and Collection and Distribution System Manager direct all necessary repairs to complete them as soon as possible to avoid service interruptions.

9. Lead Operator notifies the Regional Operations Manager about the conditions of the system when everything is back to normal.

10. All fire extinguishers located in the facility shall remain accessible at all times and annually inspected to ensure they can be used in case of emergency.

D. Flood Preparedness & Response Procedures

1. Do not visit disaster areas until it is safe to access.

2. Stay out of buildings that remain in flood waters.

3. Do not handle live electrical equipment in wet areas.

4. Lead Operator and Regional Operations Manager analyze the severity of the emergency, flood watch and flood warnings.

5. Regional Manager notifies the Facility Owner.

6. Regional Operations Manager directs staff to operate the system without the well(s) that is(are) affected.

7. Regional Operations Manager notifies the State Warning Point 1-800-320-0519 about the severity of the emergency.

8. Lead Operator and Regional Operations Manager analyze the status of critical components, for adequate protection during the emergency.

9. Utility staff involved with the system and properly trained provides emergency assistance to save lives (operators, personnel at the facility and water customers).

10. Regional Manager notifies the customer to boil water or other emergency measures.

11. Lead Operator and Regional Operations Manager have all the equipment and operating personnel ready for reparation as soon as they are able to enter the facility.

12. If necessary call the police and public health officials.

13. After corrective actions, a predetermined number of representative water samples must be collected and tested to validate the microbiological safety of drinking water provided to the costumer.

14. Final report presented to the Facility Owner.

E. Hazardous Material Release Response Procedures

1. Utility staff discovering hazardous materials release orders immediate evacuation of the facility and call 911, State Warning Point 1-800-320-0519 and National Response Center 1-800-424-8802.

2. Regional Manager notifies the emergency agencies having jurisdiction and the Facility Owner.

3. If any person is exposed to any chemical by contact, first wash with soap and water, move to fresh air, flush eyes and if irritation occurs and consult a physician for safety purposes.

4. Locate source of leaks and safely stop it.

5. Clean up the spills with adequate material and place into appropriate container for proper disposal.

6. If the material is considered extremely hazardous

7. Flush spill areas with large amount of water to avoid people coming into contact with these chemicals.

8. Use “Caution” signs to keep all people away from the spill and dispose the waste in accordance with federal, state and local regulations.

F. Hurricane Preparedness & Response Procedures

This procedure is a summary of the actions that must be taken before each hurricane season and before each pending hurricane.

Category 1 hurricane – Sustained winds of 74-95 mph
Category 2 hurricane – Sustained winds of 96-110 mph
Category 3 hurricane – Sustained winds of 111-135 mph
Category 4 hurricane – Sustained winds of 136-155 mph
Category 5 hurricane – Sustained winds of >155 mph

Before Hurricane

Hurricane Watch is issued:

1. Regional Operations Manager shall notify the personnel and give them safety instructions before and after the hurricane.
2. Regional Operations Manager establishes constant communication system with the Facility Owner so they will know the status of the system at all times.
3. Regional Operations Manager establishes communication with the Emergency Operations Center.
4. Check all auxiliary and standby equipment.
5. Stock adequate fuel supplies for the equipment and the emergency trucks and vehicles.
6. Maintain in good repair all mechanical equipment at the plants and wells.
7. Stock spare parts which are critical to the operation of the plant.
8. Stock sufficient supplies of necessary treatment chemicals to treat the water for at least 14 days.

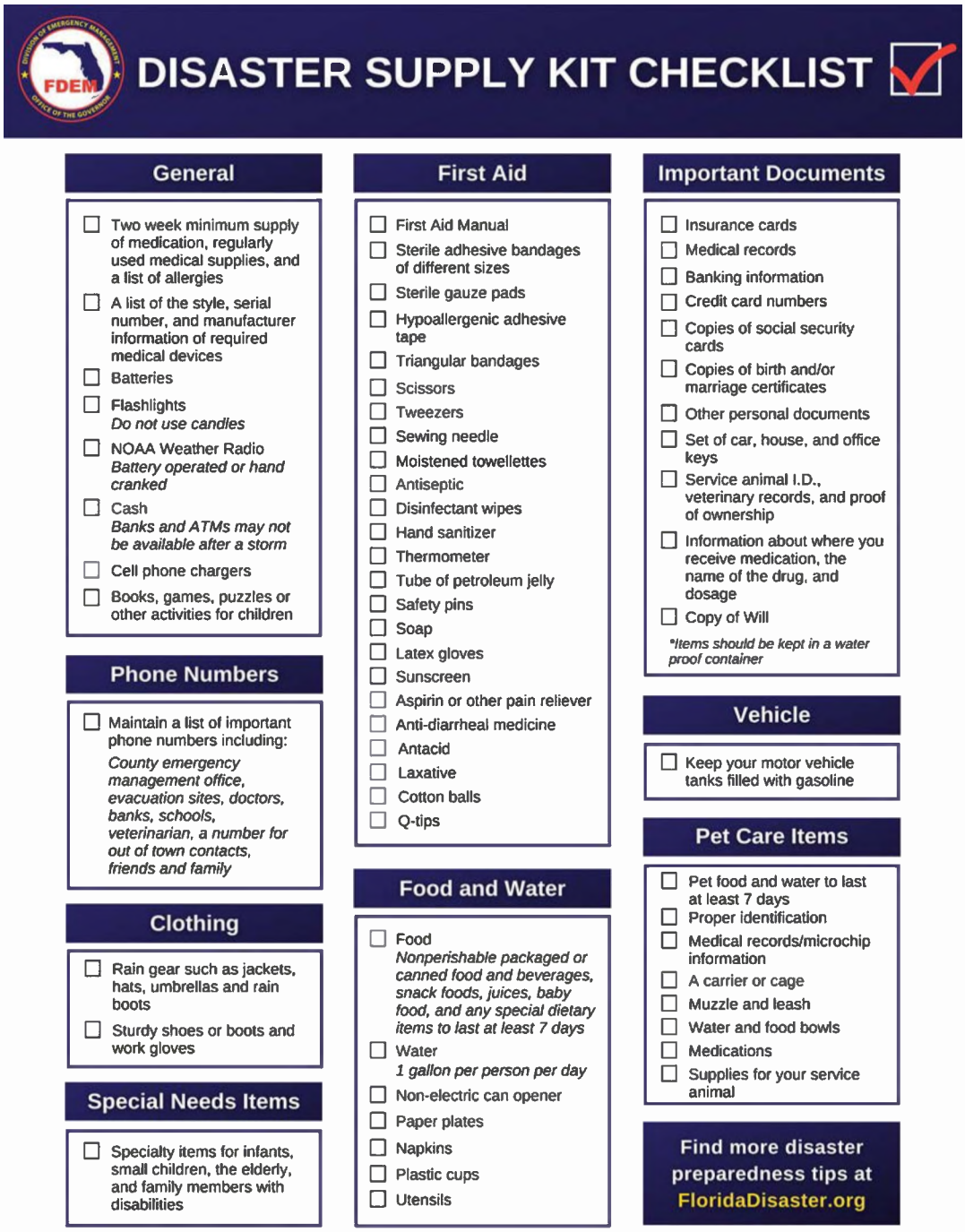
Hurricane Warning is issued:

9. After hurricane warnings are received Regional Operations Manager shall notify the DEP South District.
10. Lead operators should be available to report to work if called in.
11. Make arrangements to use a secure location to store computers and other office equipment.
12. Keep all water storage facilities as near to full capacity as possible upon receiving the hurricane warnings.
13. Keep all supplies in a safe place to prevent them from becoming airborne during the hurricane.
14. Know the electrical requirements of the system that must be powered during an emergency so that portable generator needs can be specified.

15. Stay alert for tornados at this point.

16. Establish communication with adjacent utilities in case of a mutual need is critical to the welfare of the community.

17. Regional Operations Manager continues communication with the operating personnel and regulatory agencies so they will know how and where to contact the utility staff in charge during emergency conditions.



Hurricane within 4-6 Hours

18. Shut down all computers and non-essential items at the offices and the plants.

19. All personnel shall be familiar with all evacuation notifications.

20. Prepare to evacuate if the current location is not the safest.

21. Notify residents to conserve water and to boil water until storm passes and all clear is given.

22. Keep constant communication with County Emergency Management.

During the Storm

All outside activities should be kept to a minimum. The main danger in high winds is not the wind, but the debris the wind carries. Work crews must have an operational radio or phone and should be working in pairs if it is absolutely necessary to work outside.

After Hurricane

1. All employees should call in and report to the supervisors and/or the Regional Operations Manager.

2. Take extra-safety precautions after returning to the facilities.

3. If power outages have occurred, the system has to be monitored and if necessary, water consumers will be notified by boil water notices.

4. Regional Operations Manager and the Facility Owner inspect the system for survey of all damages and make sure water is being properly treated.

5. If there is a problem with water, Regional Operations Manager notifies the FDEP South District and SFWMD immediately.

6. If necessary, the Regional Operations Manager immediately contact a tree Service Company and the power company to address any road blocks such as fallen trees and/or power lines.

7. The Regional Operations Manager assesses damage and directs repairs as needed in coordination with the Collection and Distribution System Manager.

8. Bacteriological samples should be taken after reparations to ensure water is safe for the consumer.

9. Once the plant is back to normal operation Regional Operations Manager notifies the regulatory agencies and water customers about the status of the system.

10. The Regional Operations Manager shall utilize the Storm Tracker system to report the facility status immediately following a significant weather-related event.

G. Other Disasters Response Procedures

Severe Contamination (any abnormal color, odor, or taste)

1. Lead Operator notifies the Regional Operations Manager.
2. Regional Operations Manager speaks directly to a person at DEP South District Office and the Facility Owner as soon as possible.
3. Regional Operations Manager speaks directly with the Department's inspector to notify him about the contamination.
4. FDEP South District determines what notification is required to distribute to consumers.
5. Regional Operations Manager distributes required notification to water consumers as soon as possible.
6. Regional Operations Manager takes corrective measures to the water system.
7. When corrective actions are completed, a predetermined number of representative water samples must be collected and tested to validate the microbiological safety of drinking water provided to the consumers.
8. After lab results prove satisfactory, Regional Manager sends a copy to the regulatory agency for approval, and lets the consumers know that the plant is back to normal operations.

Standby Power Requirements

Standby Power	The WTP has a 60 kW stand-by generator for backup power.

Drinking Water Treatment Chemicals & Disinfectants

Chemicals & Disinfectants

WTP
Diesel fuel
Sodium Hypochlorite – 2 x 55 gals

Basic System information

System Identification Number (PWS ID)	5360299
System Name and Mailing Address	Useppa Island Club WTP P.O Box 640 Bokeelia, FL 33922
GPS Coordinates	26°39'43.84"N 82°12'44.74"W
Basic Description	Water is sourced from 2 ground water wells. Reverse Osmosis plant has a blend rate of 6 gpm and finished water is stored in a 100,000 gal ground storage tank.
Population Served and Service Connections.	151 connections, population served: 200
System Owner	Useppa Island Club President – Donald Beckstead
Management Authority	Useppa Island Utilities Company dbeckstead@useppa.com 239-283-1061 x 2630
Name, Title, and Phone Numbers of Person Responsible for Maintaining and Implementing the ERP	Jonathan Schmidt US Water Route Operations Manager Cell: 239-209-7343 Email: jschmidt@uswatercorp.net

System Demand

WTP	
Current Demands	Max Day 92,000 gpd Average Day 35,654 gpd
Design Capacity	63,000 gpd

Well Information

WTP				
Well	**Well ID.**	**Location**	**Well Dia. (in)**	**Depth Drilled**
1	AAD5763	WTP	6"	320'
2	AAD5762	WTP	6"	320'

Location of Pertinent Information

Item	Location
Distribution System Map	Operation and Maintenance Manual kept at the water treatment plant
O&M Manual	Water treatment plant
Start-Up / Shut-Down Procedures	Operation and Maintenance Manual kept at the water treatment plant

High Service Pumps

	Pump	Motor HP	Capacity GPM	Type
WTP	1	10	140	Centrifugal
	2	10	140	Centrifugal

Finished Water Storage

Name of Storage Unit	Total Storage Capacity: 101,000 GPD One 100,000 gal ground storage tank and one 1,000 gal hydropnumatic tank at the WTP.
Location (Street)	
Location (GPS)	
Type (ground, elevated, etc.) & Capacity	

EXHIBIT J

(Warrant Deed)

Prepared by:
Karla A. Bryant, Employee
Atlas Title of SW FL, Inc.
2233 Second Street
Fort Myers, FL 33901

Return to:
Theodore R. Walters, Esq.
Porter Wright Morris & Arthur LLP
9132 Strada Place, Third Floor
Naples, FL 34108

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 22 **day of September, 2025** between **Useppa Island Utilities Company, Inc., a Florida corporation,** whose post office address is **c/o Farr Law Firm, Jack O. Hackett, II, Esq. 99 Nesbit Street, Punta Gorda, FL 33950,** of the County of **Charlotte**, State of **Florida**, grantor*, and **UIP Utilities Company LLC, a Florida limited liability company,** whose post office address is **9132 Strada Place, Third Floor, Naples, FL 34108** of the County of **Collier**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lee County, Florida**, to-wit:

SEE ATTACHED EXHIBIT "A"

and said grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever.

Subject to restrictions, reservations, easements of record, zoning, applicable governmental regulations, and taxes for the year of closing and subsequent years.

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

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

Witness
Printed Name: Jack O. Hackett II

P.O. Address: 99 Nesbit Street
Punta Gorda FL 33950

Witness
Printed Name: Jean Marie Jayne

P.O. Address: 99 Nesbit Street
Punta Gorda FL 33950

Useppa Island Utilities Company, Inc., a Florida corporation

By: _____
Sanae Beckstead, as President

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 22 day of September, 2025 by 2025 by Sanae Beckstead, as President of Useppa Island Utilities Company, Inc., a Florida corporation, on behalf of the corporation, who [✓] are personally known or [ ] have produced drivers' licenses as identification.

[Seal]

JEAN MARIE JAYNE
MY COMMISSION # HH 215378
EXPIRES: January 22, 2026

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

Parcel 1-Utilities

A tract or parcel of land lying in Government Lot 1, Section 9, Township 44 South, Range 21 East, Useppa Island, Lee County, Florida, which tract or parcel is described as follows:

From the concrete post marking the point on the north line of said Section 9 approximately 26 feet east from the west shore of Useppa Island, run East along said Section line for 474.39 feet to a concrete post 25 feet more or less westerly from the east shore of said Island; thence continue East along said Section line for 21.47 feet; thence run, 02° 32' 38" W for 885.04 feet; thence run S 85° 44' 00" W for 69.30 feet; thence run S 14° 58' 00" W for 45.00 feet; thence run S 26° 56' 00" W for 60.00 feet; thence run S 38° 06' 00" W for 65.00 feet; thence run S 50° 14' 00" W for 60.00 feet; thence run S 52° 20' 00" W for 73.00 feet; thence run S 56° 39' 00" W for 70.00 feet; thence run S 62° 23' 00" W for 78.00 feet; thence run N 84° 36' 16" W for 140.81 feet; thence run N 20° 44' 00" E for 70.11 feet; thence run N 01° 33' 00" W for 40.00 feet; thence run S 44° 49' 28" E for 18.00 feet; thence run N 61° 42' 25" E for 67.75 feet; thence run N 21° 33' 20" W for 75.00 feet; thence run N 41° 10' 20" W for 17.00 feet; thence run N 52° 32' 41" E for 113.32 feet; thence run N 55° 24' 19" W for 72.18 feet to the Point of Beginning and a point designated "A".

From said Point of Beginning run the following courses and distances along the perimeter of Parcel 1: N 52° 57' 03" W for 69.91 feet; N 46° 08' 32" W for 33.57 feet; N 07° 11' 18" W for 23.31 feet; N 43° 51' 28" E for 46.83 feet; S 46° 08' 32" E for 34.39 feet; S 43° 51' 28" W for 14.69 feet; S 46° 08' 32" E for 46.31 feet; N 65° 55' 08" E for 38.83 feet; S 46° 08' 32" E for 33.71 feet; S 43° 51' 28" W for 74.50 feet to the Point of Beginning.

AND

Parcel 2

From the point hereinabove designated "A" run N 74° 03' 50" W for 40.94 feet to the Point of Beginning of Parcel 2. From said Point of Beginning run the following courses and distances along the perimeter of said Parcel 2; S 28° 27' 02" W for 34.69 feet; N 62° 24' 05" W for 36.46 feet; N 28° 27' 02" E for 34.69 feet; S 62° 24' 05" E for 36.46 feet to the Point of Beginning.

Parcel 3: Well Site

A tract of parcel of land lying in Government Lot 1, Section 9, Township 44 South, Range 25 East, Useppa Island, Lee County, Florida, which tract or parcel is more particularly described as follows: Commencing at a southeast corner of Lot 26, Phase III of Unrecorded Useppa Island as described in Official Records Book 4366, page 2939, public records of Lee County, Florida thence North 84° 13'30" West on the south line of said Lot 26 for 133.95 feet to the southwest corner of said Lot 26; thence North 38° 01' 28" West for 276.38 feet to a 3/4 inch iron pipe with cap stamped LB 642 and the Point of Beginning.

From said Point of Beginning thence North 48° 33'23" West for 61.11 feet to a 3/4 inch iron pipe with cap stamped LB 642; thence North 44° 28' 42" East for 61.58 feet to a 3/4 inch iron pipe with cap stamped LB 642; thence South 47° 36' 13" East for 55.84 feet to a 3/4 inch iron pipe with cap stamped LB 642; thence South 39° 31 '59" West for 60.60 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on Lot 26, Phase III of Unrecorded Useppa Island as described in Official Records Book 4366, page 2939, public records of Lee County, Florida wherein the south line bears North 84° 13' 30" bears North 84° 13' 30"

EXHIBIT K

(Florida Department of Environmental Protection Permits)

FLORIDA DEPARTMENT OF Environmental Protection

South District Office
2295 Victoria Ave, Suite 364
Ft. Myers, Florida 33901-3875

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

August 21, 2020

In the Matter of an
Application for Permit by:

Useppa Island Utility Co., Inc.
Timothy Fitzsimmons, President
PO Box 640
Bokeelia, Florida 33922-0640
tfitz5@comcast.net

Lee County – Domestic Wastewater
File Number FLA014494-006-DW3P
Useppa Island WWTP

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA014494-006 to operate the Useppa Island WWTP, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on October 1, 2020. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative,

if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a), F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point-of-entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline

for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING
Executed in Ft. Myers, Florida.
STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Jon M. Iglehart
Director of District Management

Attachment:
Permit No. FLA014494-006

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Patrick Day, P.E., DRMP, Inc., pday@drmp.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

August 21, 2020
Date

FLORIDA DEPARTMENT OF Environmental Protection

South District Office
2295 Victoria Ave, Suite 364
Ft. Myers, Florida 33901-3875

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA
DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Useppa Island Utility Co., Inc.

RESPONSIBLE OFFICIAL:
Timothy Fitzsimmons, President
PO Box 640
Bokeelia, Florida 33922- 0640
(239) 283-1061
tfitz5@comcast.net

PERMIT NUMBER: FLA014494
FILE NUMBER: FLA014494-006-DW3P
ISSUANCE DATE: **August 21, 2020**
EFFECTIVE DATE: **August 21, 2020**
EXPIRATION DATE: **August 20, 2025**

FACILITY:
Useppa Island WWTP
Bokeelia, FL 33922
Lee County
Latitude: 26° 39' 43.6898" N Longitude: 82° 12' 43.7503" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. This permit is accompanied by an Administrative Order, pursuant to paragraphs 403.088(2)(e) and (f), Florida Statutes. Compliance with Administrative Order, AO-05152015, is a specific requirement of this permit. The above-named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

Operate an existing private design capacity 0.045 million gallons per day (MGD) three month average daily flow (TMADF) extended aeration domestic waste wastewater treatment plant (WWTP) consisting of: three-5,000 gallon surge tanks with an independent air blower system, four 10,000-gallon aeration basins, dual blower-motor assemblies, two 7,000-gallon clarifiers, two sludge digestion basins, two sand filters, two 1,125-gallon chlorine contact chambers, an effluent pump station, an effluent flow meter and a covered sludge drying bed. Disinfection is provided by liquid chlorine. The overall permitted capacity is 0.020 MGD, maximum monthly average daily flow (MMADF) limited by the disposal capacity of the rapid infiltration basin system R-001.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.020 MGD monthly average daily flow (MADF) permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of two 85 x 100 foot percolation ponds with a capacity of 0.020 MGD, located approximately at latitude 26° 39' 30" N, longitude 82° 12' 45" W.

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

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System **R-001**. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.6.:

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max. /Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max	0.020	Monthly Average	5 Days/Week	Meter	FLW-01	See I.A.3
Flow	MGD	Max	Report	Quarterly Average	5 Days/Week	Meter	FLW-01	
Flow	MGD	Max	Report	Annual Average	5 Days/Week	Meter	FLW-01	
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-01	
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFF-1	
Solids, Total Suspended	mg/L	Max	5.0	Single Sample	3 Days/Week	Grab	EFF-1	
Coliform, Fecal	#/100mL	Max	25	Single Sample	3 Days/Week	Grab	EFF-1	
Coliform, Fecal, % less than detection	percent	Min	75	Monthly Total	3 Days/Week	Calculated	EFF-1	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFF-1	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	1.0	Single Sample	5 Days/Week	Grab	EFF-1	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Bi-weekly; every 2 weeks	Grab	EFF-1	

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

Monitoring Site Number	Description of Monitoring Site
FLW-01	In line flow meter located on the discharge line of the effluent pump station.
CAL-01	Calculated percent of flow. Percent capacity (TMADF/Permitted Capacity) x 100.
EFF-1	After CCC, at the effluent pump station prior to discharge to the percolation ponds.

3. A meter shall be utilized to measure flow and calibrated at least once every 12 months. *[62-600.200(25)]*

4. To report the "% less than detection," count the number of fecal coliform observations that were less than detection, divide by the total number of fecal coliform observations in the month, and multiply by 100% (round to the nearest integer). *[62-600.440(6)(a)]*

5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. *[62-610.510][62-600.440(5)(c) and (6)(b)]*

B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.6.:

			Limitations		Monitoring Requirements			
Parameter	Units	Max./ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-1	See I.B.3
Oil and Grease*	# of Times Inspected / Week	Min	1	Single Sample	Weekly	Inspect	INF-1	See I.B.9

**Inspect for oil and grease build up in the trap and clean as necessary*

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

Monitoring Site Number	Description of Monitoring Site
INF-1	At the influent pipe before entering the surge tank.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. *[62-600.660(4)(a)]*

4. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:

   a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;

   b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and

   c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

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

   Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the

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

5. The permittee shall provide safe access points for obtaining representative samples which are required by this permit. *[62-600.650(2)]*

6. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements. If not already registered to use the Department's Ez Discharge Monitoring Report (EzDMR) system, the permittee should register now in order to begin using the EzDMR system when the monitoring requirements under this permit are effective. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	First day of month - last day of month	28th day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee shall submit the completed DMR to the Department by the twenty-eighth (28th) of the month following the month of operation. Please contact the Department at (239) 344-5600 if you are unable to submit the completed DMR electronically using the EzDMR system.

The Department electronic EzDMR system at the time of permit issuance is available through the DEP Business Portal at: http://www.fldepportal.com/go/submit-report/

[62-620.610(18)][62-600.680(1)]

7. Except as otherwise specified in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to the Department in a digital format when practicable. The Department's electronic mailing address is:

SouthDistrict@FloridaDEP.gov

Please contact the Department at (239) 344-5600 if you are unable to submit electronically.

[62-620.610(11)]

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

9. The oil and grease trap shall be inspected weekly for excessive build up and cleaned as required in order to maintain proper flow and chemical balance in the influent to the facility. *[62-600.660(3)(a)]*

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be transferred to Lee County or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. *[62-620.320(6), 62-640.880(1)]*

2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. *[62-640.650(4)(a)]*

3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.6.

			Biosolids Limitation		Monitoring Requirements			
Parameter	Units	Max. /Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-01	
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-01	

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

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

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-01	

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. *[62-640.400(6)]*

6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. *[62-640.300(4)]*

7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. *[62-640.400(9)]*

B. Disposal

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

C. Transfer

1. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. *[62-640.880(1)(b)]*

2. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility
1. Date and time shipped
2. Amount of biosolids shipped
3. Degree of treatment (if applicable)
4. Name and ID Number of treatment facility
5. Signature of responsible party at source facility
6. Signature of hauler and name of hauling firm

Biosolids Treatment Facility or Treatment Facility
1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility

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

[62-640.880(4)]

D. Receipt

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

III. GROUND WATER REQUIREMENTS

A. Construction Requirements

1. The permittee shall give at least 72-hour notice to the Department's South District Office, prior to the installation of any monitoring wells. *[62-520.600(6)(h)]*

2. Before construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location to properly determine monitoring well specifications such as well depth, screen interval, screen slot, and filter pack. *[62-520.600(6)(g)]*

3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's South District Office well completion reports and soil boring/lithologic logs on the attached DEP Form(s) 62-520.900(3), Monitoring Well Completion Report. *[62-520.600(6)(j) and .900(3)]*

4. All piezometers and monitoring wells not part of the approved ground water monitoring plan shall be plugged and abandoned in accordance with Rule 62-532.500(5), F.A.C., unless future use is intended. *[62-532.500(5)]*

B. Operational Requirements

1. For the Part IV land application system(s), all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for Land Application Site R-001 shall extend horizontally 24 feet as measured from the inside wetted edge of the southern most percolation pond to the ground water monitor well UI-2 (MWC-34080) and vertically to the base of the shallow water table aquifer. *[62-520.200(27)] [62-520.465]*

2. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. *[62-520.400 and 62-520.420(4)]*

3. If the concentration for any constituent listed in Permit Condition III.6. in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative background quality shall be the prevailing standard. *[62-520.420(2)]*

4. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.5., below in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. *[62-520.600] [62-610.510]*

5. The following monitoring wells shall be sampled for Reuse System R-001 located at Land Application Site RIB-001.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	Well Type	New or Existing
MWB-34079	UI-1 Background Well along island ridge.	26°39' 40.6"	82°12' 45.5"	15	Surficial	Background	Existing
MWC-34080	UI-2 Compliance Well for Perc Pond #2	26°39' 40.5"	82°12' 42.7"	12	Surficial	Compliance	Existing
MWI-52184	UI-3 Intermediate well at the RO drainfield	26° 39' 43.7"	82° 12' 43.7"	12	Surficial	Intermediate	Existing

[62-520.600] [62-610.510]

6. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.5.:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	ft	In Situ	Quarterly
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Quarterly
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Quarterly
Arsenic, Total Recoverable	10	ug/L	Grab	Quarterly
Chloride (as Cl)	250	mg/L	Grab	Quarterly
Cadmium, Total Recoverable	5	ug/L	Grab	Quarterly
Chromium, Total Recoverable	100	ug/L	Grab	Quarterly
Lead, Total Recoverable	15	ug/L	Grab	Quarterly
Coliform, Fecal	0	#/100mL	Grab	Quarterly
pH	6.5-8.5	s.u.	In Situ	Quarterly
Sulfate, Total	250	mg/L	Grab	Quarterly
Turbidity	Report	NTU	Grab	Quarterly
Specific Conductance	Report	umhos/cm	In Situ	Quarterly
Temperature (C), Water	Report	Deg C	In Situ	Quarterly
Oxygen, Dissolved (DO)	Report	mg/L	In Situ	Quarterly

[62-520.600(11)(b)] [62-600.670] [62-600.650(3)] [62-520.310(5)]

7. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. *[62-520.600(11)(c)] [62-610.510(3)(b)]*

8. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. *[62-160.210] [62-600.670(3)]*

9. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's South District Office as being more representative of ground water conditions. *[62-520.310(5)]*

10. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.B.6. *[62-520.600(11)(b)] [62-600.670] [62-600.680(1)] [62-620.610(18)]*

11. If any monitoring well becomes inoperable or damaged to the extent that sampling or well integrity may be affected, the permittee shall notify the Department's South District Office within two business days from discovery, and a detailed written report shall follow within ten days after notification to the Department. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence or request approval for replacement of the monitoring well. All monitoring well design and replacement shall be approved by the Department's South District Office before installation. *[62-520.600(6)(l)]*

12. The permittee shall sample the monitoring well for the primary and secondary drinking water parameters included in Rules 62-550.310 and 62-550.320, F.A.C., (except for asbestos and all parameters in Table 5 of Chapter 62-550, F.A.C., other than Di(2-ethylhexyl) adipate and Di(2-ethylhexyl) phthalate). Results of this sampling shall be submitted to the Department's South District Office with the application for permit renewal. Sampling shall occur no sooner than 180 days before submittal of the renewal application. *[62-520.600(5)(b)]*

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part IV Rapid Infiltration Basins

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. *[62-610.518]*

2. The maximum annual average loading rate to the consisting of two 85 x 100 feet percolation ponds shall be limited to 3-inches per day, as applied to the entire bottom area. *[62-610.523(3)]*

3. The consisting of two 85 x 100 feet percolation ponds normally shall be loaded for 7 days and shall be rested for 7 days. The ponds shall be allowed to dry during the resting portion of the cycle. *[62-610.523(4)]*

4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. *[62-610.523(6) and (7)]*

5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.514 and 62-610.414]*

6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

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

   A Class C or higher operator for a minimum of one half hour per day for 5 days per week and 1 weekend visit. The Lead operator must be a C, or higher.

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

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

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*

2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.

   a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;

   b. Copies of all reports required by this permit for at least three years from the date the report was prepared;

   c. Records of all data, including reports and documents, used to complete the application for this permit for at least three years from the date the application was filed;

   d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;

   e. A copy of the current wastewater facility permit;

   f. Copies of the current operation and maintenance manuals for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee as required by Chapters 62-600 and 62-604, F.A.C.;

   g. A copy of any required record drawings for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee;

   h. Copies of the licenses of the current certified operators;

   i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and

   j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

   [62-620.350, 62-604.500, 62-602.650, 62-640.650(4)]

VI. SCHEDULES

1. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:

   a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or

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

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

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

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

VIII. OTHER SPECIFIC CONDITIONS

1. In the event that the wastewater facilities or equipment, including collection/transmission systems, no longer function as intended, are no longer safe in terms of public health and safety (including inactive or abandoned facilities), or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by paragraphs 62-600.400(2)(a) and 62-604.400(2)(c), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. *[62-600.410(5), 62-604.500(3) and 62-640.400(6)]*

2. All collection/transmission systems shall be operated and maintained so as to provide uninterrupted service. *[62-604.500(2)]*

3. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*

4. Cross-connection, as defined in Rule 62-550.200, F.A.C., between the wastewater facility, including the collection/transmission system, and a potable water system is prohibited. *[62-550.360][62-604.130(3)]*

5. The collection/transmission operation and maintenance manual shall be maintained and revised periodically in accordance with subsection 62-604.500(4), F.A.C., to reflect any alterations performed or to reflect experience resulting from operation. However, a new operation and maintenance manual is not required to be developed for each project if there is already an existing manual that is applicable to the facilities being constructed. *[62-604.500(4)]*

6. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*

7. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):

   a. Which may cause fire or explosion hazards; or

   b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or

   c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or

   d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or

   e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

8. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*

9. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*

10. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*

11. The permittee shall provide verbal notice to the Department's South District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's South District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*

12. The permittee shall provide notice to the Department of the following:

    a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and

    b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

    Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility. If pretreatment becomes necessary, this permit may be modified to require the permittee to develop and implement a local pretreatment program in accordance with the requirements of Chapter 62-625, F.A.C.

    [62-620.625(2)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*

3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of, or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Underground Injection Control
Class V, Group 4, Non-ASR Injection Well System
Operation Permit

Permittee
Useppa Utility Company
Ronald Harris
Vice President
5260 Summerlin Commons Way, #304
Fort Myers, Florida 33907
RonH@Welker-Harris.com

Permit/Certification

UIC Permit:	0045884-007-UO/5O
WACS Facility ID:	98998
Date of Issuance:	December 2, 2025
Date of Expiration:	December 2, 2030
Permit Processor:	James Dodson

Facility
Useppa Island Reverse Osmosis Water Treatment Plant
Useppa Island
Useppa Island, Florida 33922

Location

County:	Lee
Latitude:	26° 39′ 40″ N
Longitude:	82° 12′ 51″ W

Project: Class V Injection Well System IW-1

This permit is issued under the authority of Chapter 403, Florida Statutes (F.S.), and the rules promulgated thereunder, 62-528, Florida Administrative Code (F.A.C.).

The above-named permittee is hereby authorized to perform the work at the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Environmental Protection (Department or DEP) and made a part hereof and specifically described as follows.

To Operate: One non-hazardous Class V injection well (IW-1) and two associated monitor wells (MW-1 and MW-2) for the disposal of reverse osmosis concentrate from the Useppa Island Reverse Osmosis Water Treatment Plant. The maximum injection rate for IW-1 shall be 50 gallons per minute (gpm) and the maximum injection volume for IW-1 shall be 0.072 million gallons per day (mgd). The injection well is constructed with a 10-inch diameter PVC casing set to 50 feet below land surface (bls) with a cemented annulus, and total depth of 60 feet bls. The injection zone is a G-III aquifer. Monitor well MW-1 is completed in the Surficial Aquifer from 5 to 15 feet bls. Monitor well MW-2 is completed in the Surficial Aquifer from 2 to 7 feet bls.

In Accordance With: The Application to Construct DEP Form No. 62-528.900(1) dated September 16, 2025, accepted by the Aquifer Protection Program (APP) Tallahassee office on September 18, 2025 with all fees and supporting information.

Location: Useppa Island Reverse Osmosis Water Treatment Plant, Useppa Island, Useppa Island, Florida 33922, in Lee County.

The injection and monitor wells, as designated below by well name and Water Assurance Compliance System (WACS) testsite identification (ID), and construction details at this facility are as follows:

Table 1
Injection Well

Well Name	WACS Testsite ID	Well Depth (Feet bls)	Casing Size[1] (Inches)	Casing Thickness (Inches)	Casing or Tubing Type	Casing Depth or Interval (Feet bls)
IW-1	13974	60	10	0.365	Sch 40 PVC	50
					Open Hole	50 – 60

Notes: [1]All sizes in outside diameter. Constructed with a cemented annulus.

Table 2
Monitor Wells

Well Name	WACS Testsite ID	Monitor Zone	Casing Size (Inches)	Casing Thickness (Inches)	Casing Type	Casing Depth (Feet bls)	Monitoring Depth (Feet bls)
MW-1	29017A		2	0.015	Sch 40 PVC	15	
		Surficial Aquifer					5 – 15
MW-2	29018A		2	0.015	Sch 40 PVC	2	
		Surficial Aquifer					2 – 7

Notes: constructed with new, unused Schedule 40 PVC with an annulus fully cemented to land surface.

Subject To: Specific Conditions I-V and General Conditions 1-24.

Specific Conditions

I. Operating Requirements

A. General

1. Only non-hazardous injectate as described in this permit and purge water from the on-site monitor wells (associated with the injection well system) may be discharged into the injection wells. *[62-528.400(1), F.A.C.]*
2. The flow to the injection wells at each wellhead shall be monitored and controlled at all times to ensure the maximum fluid velocity down the well during operation does not exceed the respective flow rate indicated below, and shall not exceed 10 feet per second except during planned testing, maintenance, or emergency conditions in which case the flow rate shall not exceed 12 feet per second *[62-528.415(1)(i), F.A.C.]*:

Well	Peak Flow Rate (gpm)	Maximum Injection Volume (mgd)
IW-1	50	0.072

3. No owner or operator shall construct, operate, maintain, convert, plug, abandon, or conduct any other injection activity in a manner that allows the movement of fluid containing any contaminant into underground sources of drinking water, if the presence of that contaminant may cause a violation of any primary drinking water regulation under

40 CFR part 142 or may otherwise adversely affect the health of persons. The applicant for a permit shall have the burden of showing that the requirements of this paragraph are met. [40 C.F.R § 144.12(a)]

4. All equipment of this facility shall be operated and maintained so as to function consistently as designed in removing pollutants. The wastewater stream shall remain non-hazardous at all times. *[62-528.307(3)(b) and 62-528.400(1), F.A.C.]*

5. In the event a well must be plugged or abandoned, the permittee shall obtain a permit from the Department as required by Chapter 62-528, Florida Administrative Code (F.A.C.). When no longer used for their intended purpose, these wells shall be properly plugged and abandoned. At least 180 days prior to well abandonment, the permittee shall submit to the Department the proposed plugging method, pursuant to Rule 62-528.460, F.A.C. *[62-528.460(1) and 62-528.435(6), F.A.C.]*

6. In accordance with rules 62-4.090 and 62-528.455(3)(a), F.A.C., the permittee shall submit an application for permit renewal at least 60 days prior to expiration of this permit. *[62-528.307(3)(a), F.A.C.]*

7. Hurricane Preparedness: Preparations to be made by permittee upon issuance of a "Hurricane Watch" by the National Weather Service include, but are not limited to:
   a. Secure all onsite salt and other stockpiled additive materials to prevent surface and/or ground water contamination.
   b. Properly secure equipment to prevent damage to well(s) and onsite treatment process equipment.

   [62-528.307(1)(i), F.A.C.]

B. Surface Equipment

1. The integrity of the monitoring zone sampling systems shall be maintained at all times. Sampling lines shall be clearly and unambiguously identified by monitoring zone at the point at which samples are drawn. All reasonable and prudent precautions shall be taken to ensure that samples are properly identified by monitoring zone and that samples obtained are representative of those zones. Sampling lines and equipment shall be kept free of contamination with independent discharges and no interconnections with any other lines. *[62-528.307(1)(i) and 62-528.307(3)(b), F.A.C.]*

2. The surface equipment for each injection well disposing of domestic (municipal) effluent shall maintain compliance with Chapter 62-600.540(5), F.A.C., for water hammer control, screening, access for logging and testing, and reliability and flexibility in the event of damage to the well and effluent piping. *[62-600.540(4), 62-528.307(1)(i), and 62-528.307(3)(b), F.A.C.]*

3. Injection wells not disposing of domestic (municipal) effluent shall maintain compliance with Chapter 62-528.450(2)(j), F.A.C., for water hammer control, as well as access for logging and testing, and reliability and flexibility in the event of damage to the well and effluent piping. *[62-528.450(2)(j), 62-528.307(1)(i), and 62-528.307(3)(b), F.A.C.]*

4. The surface equipment and piping for the injection and monitor wells shall be kept free of corrosion at all times. *[62-528.307(1)(i) and 62-528.307(3)(t), F.A.C.]*

5. Spillage onto the injection well pad(s) during construction activities, and any waters spilled during mechanical integrity testing, maintenance, testing, or repairs to the system(s) shall be contained on the pad(s) and directed to a sump which in turn discharges to the pumping station wet well, or via other approved means to the injection well system, or by another method approved by the Department. *[62-528.307(1)(i) and 62-528.307(3)(t), F.A.C.]*

6. The injection well pads are not, unless specific approval is obtained from the Department, to be used for storage of any material or equipment at any time. *[62-528.307(1)(i) and 62-528.307(3)(t), F.A.C.]*

7. The surficial aquifer monitor wells adjacent to the injection and monitor wells shall be secured, maintained, and retained in service for subsequent sampling that may be needed (i.e., should there be an accidental discharge to the surficial aquifer); alternatively, the facility may submit a request to the APP Tallahassee office for cessation of sampling followed by capping, or plugging and abandonment of these wells. *[62-528.307(3)(t) and 62-520.600(6)(k), F.A.C.]*

II. Quality Assurance/Quality Control

1. The permittee shall ensure that the operation of this injection well system shall be as described in the application and supporting documents. Any proposed modifications to the permit, construction procedures, testing procedures, completion procedures, operation procedures, or any additional work not described in the application or supporting documents shall be submitted in writing to the Tallahassee office of the Aquifer Protection Program for review and clearance prior to implementation. Changes of negligible impact to the environment and staff time will be reviewed by the program manager, cleared when appropriate and incorporated into this permit. Changes or modifications other than those described above will require submission of a completed application and appropriate processing fee as per Rule 62-4.050, F.A.C. *[62-528.100, 62-4.050, F.A.C.]*

2. Proper operation and maintenance include effective performance and appropriate quality assurance procedures; adequate operator staffing and training; and adequate laboratory and process controls. *[62-528.307(3)(t), F.A.C.]*

3. All water quality samples required by this permit shall be collected in accordance with the appropriate Department Standard Operation Procedures (SOP), pursuant to Chapter 62-160.210, F.A.C., *Approved Field Procedures*. A certified laboratory shall conduct the analytical work, as provided by Chapter 62-160.300, F.A.C., *Laboratory Certification*. Department approved test methods shall be utilized, unless otherwise stated in this permit. All calibration procedures for field testing and laboratory equipment shall follow manufacturer's instrumentation manuals and satisfy the requirements of the Department SOPs. A listing of the SOPs pertaining to field and laboratory activities is available at the

DEP website at: https://floridadep.gov/dear/quality-assurance/content/dep-sops. *[62-4.246, 62-160, F.A.C.]*

4. All indicating, recording and totalizing devices associated with the injection well system shall be maintained in good operating condition and calibrated annually at a minimum. The pressure gauges, flow meter, and chart recorders shall be calibrated using standard engineering methods. *[62-528.307(1)(i) and 62-528.307(3)(t), F.A.C.]*

5. All reports required by this permit which are submitted to the Department shall contain the following certification as required by Rule 62-528.340(4), F.A.C.:

   I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. *[62-528.340(1), (2), and (4), F.A.C.]*

6. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department as being more representative of ground water conditions. *[62-520.310(5), F.A.C.]*

7. An operation and maintenance manual, including a description of surge and water hammer control and procedures to cease injection if sampling results of recharge water show it does not meet the water quality applicable to the injection zone, shall be submitted to the Department within 60 days of the issuance of this permit. This requirement does not apply if an operation and maintenance manual was previously submitted to the Department. *[62-528.415(3), F.A.C.]*

III. Testing and Reporting Requirements

A. General

1. The permittee shall submit monthly to the Department the results of all injection well and monitor well data required by this permit no later than the last day of the month immediately following the month of record. The report shall include:
   a. A cover page summarizing the current status of all monthly activities, including, but not limited to, the certification and signature required in Specific Condition number II.5, above.
   b. Operational and water quality data in a tabular format. The following identifying information must be included on each data sheet:
      i. Facility name
      ii. Well name
      iii. UIC permit number
      iv. WACS facility ID

v. WACS Testsite ID number on appropriate data sheet (as provided in Table 1 and Table 2).

c. Laboratory pages and original supporting documentation including DEP form FD 9000-24, *Groundwater Sampling Log*, for the purging of each monitor well.

[62-528.307(3)(c), F.A.C.]

2. The report may be sent via electronic mail in Adobe™ (.pdf) format to the following Program e-mail addresses:

South District	SouthDistrict@FloridaDEP.gov
Tallahassee - APP Program	TAL_UIC@FloridaDEP.gov

If a paper copy of the report is submitted, it should be sent to Department staff at the following addresses:

South District	2295 Victoria Avenue, Suite 364 Ft. Myers, Florida 33901-3875
Tallahassee - APP Program	2600 Blair Stone Road, MS 3530 Tallahassee, Florida 32399-2400

[62-528.307(3)(c), F.A.C.]

B. Monitoring

1. The injection system shall be monitored in accordance with Rules 62-528.425(1)(g) and 62-528.430(2), F.A.C. The following injection well performance data and monitor zone data shall be recorded and reported in the *Monthly Operating Report (MOR)* as indicated below. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. *[62-528.307(3)(c) and 62-528.430(2), F.A.C.]*

   a. Monthly (M) samples and measurements shall be taken as close to 30 days apart as possible.

   b. Quarterly (Q) samples and measurements shall be taken during the following quarters:

   - January 1 – March 31
   - April 1 – June 30
   - July 1 – September 30
   - October 1 – December 31

   Samples and measurements collected during consecutive quarters shall be taken at least 30 days apart. A MOR including quarterly results shall be noted as such on the title page of the report.

   c. Semiannual (SA) samples and measurements shall be taken during the following timeframes:

   - January 1 – June 30
   - July 1 – December 31

   Semiannual samples and measurements shall be taken at least 90 days apart. A MOR including semiannual results shall be noted as such on the title page of the report.

d. Annual (A) samples and measurements

- The period for reports of annual samples and measurements shall be for the calendar year ending December 31.

Annual samples and measurements taken in consecutive years shall be taken at least 6 months apart and as close to a year apart as possible. If a MOR includes annual results, it shall be noted as such on the title page of the report.

[62-528.307(1)(m) F.A.C.]

2. The permittee shall submit the results of all injection well and monitor well data required by this permit to the Department no later than the last day of the month immediately following the month of record. *[62-528.307(2)(c)]*
3. Technical malfunctions and emergencies that interfere with the sampling schedule can be explained in the comment section of the MOR. The explanation shall include what issues occurred, how long it will take to address the issues, and an estimated time when the samples and measurements will be completed and submitted.

Table 3
Monitoring Schedule

Parameter	Unit	Recording Frequency or Sampling Method	Frequency of Analyses		
			IW-1 *13974*	MW-1 *29017A*	MW-2 *29016A*
Injection Pressure, Max.	psi	continuous	D/M [a]		
Injection Pressure, Min.	psi	continuous	D/M [a]		
Injection Pressure, Avg.	psi	continuous	D/M [a]		
Flow Rate, Max.	GPM	continuous	D/M [a]		
Flow Rate, Min.	GPM	continuous	D/M [a]		
Flow Rate, Avg.	GPM	continuous	D/M [a]		
Volume Injected	MG	daily/monthly	D/M		
Pressure or Water Level Max.	psi or ft	continuous		D/M [a]	D/M [a]
Pressure or Water Level Min.	psi or ft	continuous		D/M [a]	D/M [a]
Pressure or Water Level Avg.	psi or ft	continuous			D/M [a]
pH [b]	standard	grab/purge	M	M	M
Specific Conductance [b]	µmhos/cm	grab/purge	M	M	M
Temperature [b]	°C	grab/purge	M	M	M
Dissolved Oxygen [b]	mg/L	grab/purge		M	M
Oxidation-Reduction Potential [b]	mV	grab/purge		M	M
Turbidity [b]	NTU	grab/purge		M	M
Chloride	mg/L	grab/purge	M	M	M
Sulfate	mg/L	grab/purge	M	M	M
Total Dissolved Solids	mg/L	grab/purge	M	M	M
Bicarbonate	mg/L	grab/purge	M	M	M
Calcium	mg/L	grab/purge	M	M	M
Total Iron	mg/L	grab/purge	M	M	M
Magnesium	mg/L	grab/purge	M	M	M
Potassium	mg/L	grab/purge	M	M	M
Sodium	mg/L	grab/purge	M	M	M
Gross Alpha	pCi/L	grab/purge	Q	S	S
Radium^{226}	pCi/L	grab/purge	Q	S	S
Radium^{228}	pCi/L	grab/purge	Q	S	S
Primary & Secondary Drinking Water Standards, Source Water		grab	A		

D - Daily; M - Monthly; Q- Quarterly; S- Semi-annually; A - Annually
[a] - Operational data reporting for flows, pressures and water levels: daily maximum, minimum and average from continuous reporting; monthly maximum, minimum and average (calculated from daily averages).
[b] - Field samples
Refer to Tables 1 and 2 above for the appropriate WACS testsite IDs to be used for reporting.

4. A laboratory analysis for the Primary and Secondary Drinking Water Standards of Chapter 62-550, F.A.C., shall be submitted annually. See the attachment to this permit for the parameters.
   a. For facilities permitted to inject domestic wastewater, the domestic wastewater annual sample results may be the same as submitted for the domestic wastewater program if taken within the last 12 months. Primary and Secondary Drinking Water Standards of Chapter 62-550, F.A.C., not included in the domestic wastewater annual sample requirements shall be included in the same sample or in a separate sample. If not required annually for the domestic wastewater program, a separate sample shall

be taken and reported for this permit. The samples shall be composite and grab samples as appropriate for the domestic wastewater program. The permittee may choose to take a combined annual sample from multiple domestic wastestreams if they are authorized for injection in this permit.

b. For facilities permitted to inject water other than domestic wastewater, the source water samples shall not be combined with domestic wastewater samples. The samples shall be grab samples. The permittee may choose to take a combined annual sample from multiple non-domestic wastestreams if they are authorized for injection in this permit.
c. For renewal of this permit, the permittee shall submit a separate laboratory analysis for each permitted injectate source.

[62-528.425(1)(a), F.A.C.]

5. Monitor well purging and field stabilization parameter measurement is required prior to the collection of laboratory samples for the *Monthly Operating Reports (MORs)*. The facility shall conduct the monitor well sampling following the monitor well sampling protocols taken from FS 2200-*Groundwater Sampling* in the DEP-SOP-001/01 *Field Sampling Procedures Manual.* The results of the purging techniques and field stabilization parameters shall be provided on DEP Form FD 9000-24 or a similar alternative approved by DEP, and the completed forms shall be submitted to DEP with the MORs.
6. The Department will consider an alternate purging method meeting monitor well sampling protocol in FS 2200-*Groundwater Sampling* in the DEP-SOP-001/01 *Field Sampling Procedures Manual* in the case where the above procedure causes a hardship to the facility. The permittee shall request an alternate method and receive written Department approval before implementing it. *[62-160.210(1) and 62-528.430(2), F.A.C.]*
7. The flow from the monitoring zones during well evacuation and sampling shall not be discharged to surface waters or aquifers containing an underground source of drinking water. Waters purged from monitor wells in preparation for sampling shall be diverted to the injection well head via the pad drainage system, wet well, or treatment plant. *[62-4.030, 62-620.320, F.A.C.]*

IV. Abnormal Events

1. In the event the permittee is temporarily unable to comply with any of the conditions of a permit due to breakdown of equipment, power outages or destruction by hazard of fire, wind, or by other cause, the permittee of the facility shall notify the South District. *[62-528.415(4)(a), F.A.C.]*
2. Notification shall be made in person, by telephone, or by electronic mail (e-mail) within 24 hours of breakdown or malfunction to the South District.
[62-528.307(1)(x), F.A.C.]
3. A written report of any noncompliance referenced in Specific Condition number IV.1. above shall be submitted to the South District and the APP Tallahassee office within five days after its occurrence. The report shall describe the nature and cause of the breakdown or malfunction, the steps being taken or planned to be taken to correct the

problem and prevent its reoccurrence, emergency procedures in use pending correction of the problem, and the time when the facility will again be operating in accordance with permit conditions.
[62-528.415(4)(t), F.A.C.]

4. **Reporting Requirements**

The permittee shall report to the Department's South District any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

a. The following shall be included as information which must be reported within 24 hours under this condition:
   1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
   2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
   3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
   4) Any unauthorized discharge to surface or ground waters.

b. Oral reports as required by this subsection shall be provided as follows:
   1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the **State Watch Office Toll-Free Number** 800-320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
      a) Name, address, and telephone number of person reporting;
      b) Name, address, and telephone number of permittee or responsible person for the discharge;
      c) Date and time of the discharge and status of discharge (ongoing or ceased);
      d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
      e) Estimated amount of the discharge;
      f) Location or address of the discharge;
      g) Source and cause of the discharge;

h) Whether the discharge was contained on-site, and cleanup actions taken to date;
i) Description of area affected by the discharge, including name of water body affected, if any; and
j) Other persons or agencies contacted

2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's South District within 24 hours from the time the permittee becomes aware of the circumstances.

c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's South District shall waive the written report.

[403.077(2)(a), F.S., 62-528.307(1)(e) and 62-528.307(1)(x), F.A.C.]

5. **Pollution Notification**

a. In accordance with subsection 403.077, F.S., in the event of a reportable pollution release, an owner or operator of the installation at which the reportable pollution release occurs must provide to the department information reported to the State Watch Office within the Division of Emergency Management pursuant to any department rule, permit, order, or variance, within 24 hours after the owner's or operator's discovery of such reportable pollution release. The Department's Pollution Notice website is at https://floridadep.gov/pollutionnotice.

b. If multiple parties are subject to the notification requirements based on a single reportable pollution release, a single notification made by one party in accordance with this section constitutes compliance on behalf of all parties subject to the requirement. However, if the notification is not made in accordance with this section, the department may pursue enforcement against all parties subject to the requirement.

c. If, after providing notice pursuant to paragraph (a), the owner or operator of the installation determines that a reportable pollution release did not occur or that an amendment to the notice is warranted, the owner or operator may submit a letter to the department documenting such determination.

d. If, after providing notice pursuant to paragraph (a), the installation owner or operator discovers that a reportable pollution release has migrated outside the property boundaries of the installation, the owner or operator must provide an additional notice to the department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.

[403.077(2)(a), F.S., 62-528.307(1)(e) and 62-528.307(1)(x), F.A.C.]

V. Emergency Disposal

1. All applicable federal, state and local permits must be in place to allow for any alternate discharges due to emergency or planned outage conditions.
[62-528.415(4)(c)1, F.A.C.]
2. Any proposed changes in emergency disposal methods shall be submitted to the South District office and the Tallahassee office for review and approval prior to implementation.
[62-528.415(4)(c), F.A.C.]
3. The emergency disposal method must be fully operational in the event of planned or emergency outages of the injection well system.
[62-528.415(4)(c)2, F.A.C.]

General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to section 403.141, F.S. *[62-528.307(1)(a), F.A.C.]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action. *[62-528.307(1)(b), F.A.C.]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
[62-528.307(1)(c), F.A.C.]
4. This permit conveys no title to land, water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
[62-528.307(1)(d), F.A.C.]
5. This permit does not relieve the permittee from liability for harm to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties there from; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. *[62-528.307(1)(e), F.A.C.]*
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to

achieve compliance with the conditions of this permit, or are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
[62-528.307(1)(i), F.A.C.]

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
   a. Have access to and copy any records that must be kept under conditions of this permit;
   b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
   c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
   d. Reasonable time will depend on the nature of the concern being investigated.
   [62-528.307(1)(g), F.A.C.]

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
   a. A description of and cause of noncompliance; and
   b. The period of noncompliance, including dates and times; or, if not corrected the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent the recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.
   [62-528.307(1)(h), F.A.C.]

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is proscribed by sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
   [62-528.307(1)(i), F.A.C.]

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. *[62-528.307(1)(j), F.A.C.]*

11. This permit is transferable only upon Department approval in accordance with rules 62-4.120 and 62-528.350, F.A.C. The permittee shall be liable for any non-compliance of the

permitted activity until the transfer is approved by the Department. *[62-528.307(1)(k), F.A.C.]*

12. This permit or a copy thereof shall be kept at the work site of the permitted activity. *[62-528.307(1)(l), F.A.C.]*

13. The permittee shall comply with the following:
    a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records shall be extended automatically unless the Department determines that the records are no longer required.
    b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
    c. Records of monitoring information shall include:
        1) the date, exact place, and time of sampling or measurements;
        2) the person responsible for performing the sampling or measurements;
        3) the dates analyses were performed;
        4) the person responsible for performing the analyses;
        5) the analytical techniques or methods used;
        6) the results of such analyses.
    d. The permittee shall furnish to the Department, within the time requested in writing, any information which the Department requests to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
    e. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

    [62-528.307(1)(m), F.A.C.]

14. All applications, reports, or information required by the Department shall be certified as being true, accurate, and complete. *[62-528.307(1)(n), F.A.C.]*

15. Reports of compliance or noncompliance with, or any progress reports on, requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each scheduled date.
    [62-528.307(1)(c), F.A.C.]

16. Any permit noncompliance constitutes a violation of the Safe Drinking Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
    [62-528.307(1)(p), F.A.C.]

17. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-528.307(1)(q), F.A.C.]*

18. The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit. *[62-528.307(1)(r), F.A.C.]*

19. This permit may be modified, revoked and reissued, or terminated for cause, as provided in 40 C.F.R. sections 144.39(a), 144.40(a), and 144.41 (1998). The filing of a request by the permittee for a permit modification, revocation or reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. *[62-528.307(1)(s), F.A.C.]*

20. The permittee shall retain all records of all monitoring information concerning the nature and composition of injected fluid until five years after completion of any plugging and abandonment procedures specified under rule 62-528.435, F.A.C. The permittee shall deliver the records to the Department office that issued the permit at the conclusion of the retention period unless the permittee elects to continue retention of the records. *[62-528.307(1)(t), F.A.C.]*

21. All reports and other submittals required to comply with this permit shall be signed by a person authorized under rules 62-528.340(1) or (2), F.A.C. All reports shall contain the certification required in rule 62-528.340(4), F.A.C. *[62-528.307(1)(u), F.A.C.]*

22. The permittee shall notify the Department as soon as possible of any planned physical alterations or additions to the permitted facility. In addition, prior approval is required for activities described in rule 62-528.410(1)(h). *[62-528.307(1)(v), F.A.C.]*

23. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or injection activity which may result in noncompliance with permit requirements. *[62-528.307(1)(w), F.A.C.]*

24. The permittee shall report any noncompliance which may endanger health or the environment including:
    a. Any monitoring or other information which indicates that any contaminant may cause an endangerment to an underground source of drinking water; or
    b. Any noncompliance with a permit condition or malfunction of the injection system which may cause fluid migration into or between underground sources of drinking water.

    Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and times, and if the noncompliance

has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

[62-528.307(1)(x), F.A.C.]

Issued this 2nd day of December 2025
State of Florida
Department of Environmental Protection

Richard Lobinske

Richard Lobinske, Ph.D.
Environmental Administrator
Underground Injection Control
Aquifer Protection Program
Division of Water Resource Management

FLORIDA DEPARTMENT OF Environmental Protection

South District Office
2295 Victoria Ave, Suite 364
Ft. Myers, Florida 33901-3875

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

October 27, 2020

In the Matter of an
Application for Permit by:

Useppa Island Utility Co.
Timothy Fitzsimmons
Po Box 640
Bokeelia, Florida 33922-0640
tfitz5@comcast.net

Lee County – Industrial Wastewater
File Number FLA146102-005-IW5C
Useppa Island RO Concentrate Disposal Facility

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA146102-005 to operate the Useppa Island RO Concentrate Disposal Facility, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on August 1, 2020. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing
A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall

be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a), F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point-of-entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING
Executed in Ft. Myers, Florida.
STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Jon M. Iglehart
Director of District Management

Attachment:
Permit No. FLA146102-005

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Patrick Day, P.E., DRMP, Inc., pday@drmp.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Mandakini Patel — October 27, 2020
Clerk — Date

FLORIDA DEPARTMENT OF Environmental Protection

South District Office
2295 Victoria Ave, Suite 364
Ft. Myers, Florida 33901-3875

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA
INDUSTRIAL WASTEWATER FACILITY PERMIT

PERMITTEE:
Useppa Island Utility Co.

RESPONSIBLE OFFICIAL:
Timothy Fitzsimmons
PO Box 640
Bokeelia, Florida 33922- 0640
(239) 283-1061
tfitz5@comcast.net

PERMIT NUMBER: FLA146102
FILE NUMBERS: FLA146102-005-UC
45884-006-UC
ISSUANCE DATE: **October 27, 2020**
EFFECTIVE DATE: **October 27 2020**
EXPIRATION DATE: **October 26, 2025**

FACILITY:

Useppa Island RO Concentrate Disposal Facility
Useppa Island
Bokeelia, FL 33922
Lee County
Latitude: 26° 39' 46.72" N, Longitude: 82° 12' 40.91" W

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

FACILITY DESCRIPTION:
The facility is a drinking water treatment plant for Useppa Island.

WASTEWATER TREATMENT:
The reverse osmosis concentrate from the water treatment facility is discharged to underground injection well system U-001, permit number 45884-006-IW5C, WACS ID: 98998, with a design capacity of 0.054 mgd. Land application drainfield system G-001 serves as a backup to the injection well.

REUSE OR DISPOSAL:

Underground Injection Well U-001: An existing 0.054 MGD Daily Maximum Flow permitted capacity underground injection well system consisting of one Class V underground injection well permitted under Department permit number 45884-003-UC, WACS ID 98998 discharging to Class G-III ground water. Underground Injection Well System U-001 is located approximately at latitude 26° 39' 43.2" N, longitude 82°12' 44.3" W.

Land Application G-001: An existing 0.015 MGD Daily Maximum Flow permitted capacity land application drainfield system G-001consisting of a dual cell drainfield. Each cell is 25-feet by 20-feet and are located approximately at latitude 26° 39' 15" N, longitude 82° 12' 45" W. G-001 is used as back up to the underground injection well.

IN ACCORDANCE WITH: The limitations, monitoring requirements and other conditions set forth in this Cover Sheet and Part I through Part IX on pages 1 through 11 of this permit.

I. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Land Application Systems

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to discharge reverse osmosis reject water to Land Application System G-001. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.3.:

			Effluent Limitations		Monitoring Requirements			
Parameter	Units	Max. /Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max	0.015	Daily Maximum	Daily, when discharging	Meter	FLW-01	
Radium 226 + Radium 228, Total	pCi/L	Min	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	
Alpha, Gross Particle Activity	pCi/L	Max	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	
Nitrogen, Nitrate, Total (as N)	mg/L	Max	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	
Nitrogen, Nitrite, Total (as N)	mg/L	Max	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	
Solids, Total Dissolved (TDS)	mg/L	Max	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	
Arsenic, Dissolved	mg/L	Max	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	
Chloride (as Cl)	mg/L	Max	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	
Coliform, Fecal	#/100mL	Max	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	
Coliform, Fecal, % less than detection	percent	Max	Report	Single Sample	Weekly, when discharging	Calculated	EFA-01	
Oxygen, Dissolved (DO)	mg/L	Max	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	
pH	s.u.	Min Max	Report Report	Single Sample Single Sample	Weekly, when discharging	Grab	EFA-01	
Sulfate, Total	mg/L	Max	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	
Turbidity	NTU	Max	Report	Single Sample	Weekly, when discharging	Grab	EFA-01	

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

Monitoring Site Number	Description of Monitoring Site
FLW-01	R.O. concentrate discharge
EFA-01	Sample point located at the effluent pump station prior to discharge to G-001.

B. Other Limitations and Monitoring and Reporting Requirements

1. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:

   a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;

   b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and

   c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

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

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

2. The permittee shall provide safe access points for obtaining representative influent and effluent samples which are required by this permit. *[62-620.320(6)]*

3. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements. If not already registered to use the Department's Ez Discharge Monitoring Report (EzDMR) system, the permittee should register now in order to begin using the EzDMR system when the monitoring requirements under this permit are effective. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	First day of month - last day of month	28th day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee shall submit the completed DMR to the Department by the twenty-eighth (28th) of the month following the month of operation. Please contact the Department at (239) 344-5600 if you are unable to submit the completed DMR electronically using the EzDMR system.

The Department electronic EzDMR system at the time of permit issuance is available through the DEP Business Portal at: http://www.fldepportal.com/go/submit-report/

[62-620.610(18)] [62-600.680(1)]

4. Unless Except as otherwise specified in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to the Department in a digital format when practicable. The Department's electronic mailing address is:

   SouthDistrict@FloridaDEP.gov

   Please contact the Department at (239) 344-5600 if you are unable to submit electronically.

   [62-620.610(11)]

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

6. If there is no discharge from the facility on a day when the facility would normally sample, the sample shall be collected on the day of the next discharge. *[62-620.320(6)]*

II. SLUDGE MANAGEMENT REQUIREMENTS

This section does not apply to this facility.

III. GROUND WATER REQUIREMENTS

This section is not applicable to this facility.

IV. ADDITIONAL LAND APPLICATION REQUIREMENTS

The drainfield system shall be operated to preclude saturated conditions from developing at the ground surface. *[62-620.320(6)]*

V. OPERATION AND MAINTENANCE REQUIREMENTS

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a person who is qualified by formal training and/or practical experience in the field of water pollution control. *[62-620.320(6)]*

2. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.

   a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;

   b. Copies of all reports required by the permit for at least three years from the date the report was prepared;

   c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;

   d. A copy of the current permit;

   e. A copy of any required record drawings; and

   f. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules.

   [62-620.350]

VI. SCHEDULES

1. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:

   a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or

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

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

VII. BEST MANAGEMENT PRACTICES/STORMWATER POLLUTION PREVENTION PLANS

This section is not applicable to this facility.

VIII. OTHER SPECIFIC CONDITIONS

1. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*

2. The permittee shall provide verbal notice to the Department's South District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, or wastewater sludges. The Permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's South District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*

3. Existing manufacturing, commercial, mining, and silvicultural wastewater facilities or activities that discharge into surface waters shall notify the Department as soon as they know or have reason to believe:

   a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following levels;

(1) One hundred micrograms per liter,

(2) Two hundred micrograms per liter for acrolein and acrylonitrile; five hundred micrograms per liter for 2, 4-dinitrophenol and for 2-methyl-4, 6-dinitrophenol; and one milligram per liter for antimony, or

(3) Five times the maximum concentration value reported for that pollutant in the permit application; or

b. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following levels;

(1) Five hundred micrograms per liter,

(2) One milligram per liter for antimony, or

(3) Ten times the maximum concentration value reported for that pollutant in the permit application.

[62-620.625(1)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*

3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of, or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*

5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*

7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*

9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:

   a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;

   b. Have access to and copy any records that shall be kept under the conditions of this permit;

   c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and

   d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

   [62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted, or corrections promptly reported to the Department. *[62-620.610(11)]*

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*

14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*

15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*

16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted

facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*

17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
    a. A description of the anticipated noncompliance;
    b. The period of the anticipated noncompliance, including dates and times; and
    c. Steps being taken to prevent future occurrence of the noncompliance.

    [62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
    a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
    b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
    c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
    d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
    e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
    f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

    [62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*

20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. For noncompliance events related to sanitary sewer overflows or bypass events, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (sanitary sewer overflows or bypass events), type of sewer overflow (e.g., manhole), discharge volumes by the treatment works treating domestic sewage, types of human health and environmental impacts of the sewer overflow event, and whether the noncompliance was related to wet weather. The written submission may be provided electronically using the Department's Business Portal at http://www.fldepportal.com/go/ (via "Submit" followed by "Report" or "Registration/Notification").

Notice required under paragraph (d) may be provided together with the written submission using the Business Portal. All noncompliance events related to sanitary sewer overflows or bypass events submitted after December 21, 2020 shall be submitted electronically.

(a) The following shall be included as information which must be reported within 24 hours under this condition:

1. Any unanticipated bypass which causes any reclaimed water or the effluent to exceed any permit limitation or results in an unpermitted discharge,
2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
4. Any unauthorized discharge to surface or ground waters.

(b) Oral reports as required by this subsection shall be provided as follows:

1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4, that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
   a. Name, address, and telephone number of person reporting;
   b. Name, address, and telephone number of permittee or responsible person for the discharge;
   c. Date and time of the discharge and status of discharge (ongoing or ceased);
   d. Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
   e. Estimated amount of the discharge;
   f. Location or address of the discharge;
   g. Source and cause of the discharge;
   h. Whether the discharge was contained on-site, and cleanup actions taken to date;
   i. Description of area affected by the discharge, including name of water body affected, if any; and
   j. Other persons or agencies contacted.
2. Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1. above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.

(c) If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.

(d) In accordance with Section 403.077, F.S., unauthorized releases or spills reportable to the StateWatch Office pursuant to subparagraph (b)1. above shall also be reported to the Department within 24 hours from the time the permittee becomes aware of the discharge. The permittee shall provide to the Department information reported to the State Watch Office. Notice of unauthorized releases or spills may be provided to the Department through the Department's Public Notice of Pollution web page at https://floridadep.gov/pollutionnotice.

1. If, after providing notice pursuant to paragraph (d) above, the permittee determines that a reportable unauthorized release or spill did not occur or that an amendment to the notice is warranted, the permittee may submit additional notice to the Department documenting such determination.
2. If, after providing notice pursuant to paragraph (d) above, the permittee discovers that a reportable unauthorized release or spill has migrated outside the property boundaries of the installation, the permittee must provide an additional notice to the Department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.

[62-620.610(20)] [62-620.100(3)] [403.077, F.S.]

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

22. Bypass Provisions.

    a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.

    b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:

        (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and

        (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

        (3) The permittee submitted notices as required under Permit Condition IX. 22. c. of this permit.

    c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible, at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX. 20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

    d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX. 22. b.(1) through (3) of this permit.

    e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX. 22. b. through d. of this permit.

    [62-620.610(22)]

23. Upset Provisions.

    a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.

        (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.

        (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.

    b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:

        (1) An upset occurred and that the permittee can identify the cause(s) of the upset;

        (2) The permitted facility was at the time being properly operated;

        (3) The permittee submitted notice of the upset as required in Permit Condition IX.5. of this permit; and

        (4) The permittee complied with any remedial measures required under Permit Condition IX. 5. of this permit.

    c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

    d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Ft. Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Jon M. Iglehart, Director of District Management

Attachments:
Discharge Monitoring Report
Statement of Basis

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: http://www.fldepportal.com/go/submit-report/

PERMITTEE NAME: Useppa Island Utility Co., Inc.
MAILING ADDRESS: Po Box 640
Bokeelia, Florida 33922- 0640

FACILITY: Useppa Island RO Concentrate Disposal Facility
LOCATION: Useppa Island
Bokeelia, FL 33922-

COUNTY: Lee
OFFICE: South District

PERMIT NUMBER: FLA146102-005-IW5C
LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: G-001
MONITORING GROUP DESCRIPTION: Absorption Fields
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
PROGRAM: Industrial

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-01	Permit Requirement		0.015 (Day.Max.)	MGD						Daily, when discharging	Meter
Radium 226 + Radium 228, Total	Sample Measurement										
PARM Code 11503 A Mon. Site No. EFA-01	Permit Requirement				Report (Min.)			pCi/L		Weekly, when discharging	Grab
Alpha, Gross Particle Activity	Sample Measurement										
PARM Code 80045 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	pCi/L		Weekly, when discharging	Grab
Nitrogen, Nitrate, Total (as N)	Sample Measurement										
PARM Code 00620 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	mg/L		Weekly, when discharging	Grab
Nitrogen, Nitrite, Total (as N)	Sample Measurement										
PARM Code 00615 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	mg/L		Weekly, when discharging	Grab
Solids, Total Dissolved (TDS)	Sample Measurement										
PARM Code 70295 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	mg/L		Weekly, when discharging	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Useppa Island RO Concentrate Disposal Facility MONITORING GROUP NUMBER: G-001 PERMIT NUMBER: FLA146102-005-IW5C

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Arsenic, Dissolved	Sample Measurement										
PARM Code 01000 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	mg/L		Weekly, when discharging	Grab
Chloride (as Cl)	Sample Measurement										
PARM Code 00940 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	mg/L		Weekly, when discharging	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	#/100mL		Weekly, when discharging	Grab
Coliform, Fecal, % less than detection	Sample Measurement										
PARM Code 51005 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	percent		Weekly, when discharging	Calculated
Oxygen, Dissolved (DO)	Sample Measurement										
PARM Code 00300 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	mg/L		Weekly, when discharging	Grab
pH	Sample Measurement										
PARM Code 00400 A Mon. Site No. EFA-01	Permit Requirement				Report (Min.)		Report (Max.)	s.u.		Weekly, when discharging	Grab
Sulfate, Total	Sample Measurement										
PARM Code 00945 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	mg/L		Weekly, when discharging	Grab
Turbidity	Sample Measurement										
PARM Code 00070 A Mon. Site No. EFA-01	Permit Requirement						Report (Max.)	NTU		Weekly, when discharging	Grab

DAILY SAMPLE RESULTS - PART B

Permit Number: FLA146102-005-IW5C
Facility: Useppa Island RO Concentrate Disposal Facility
Monitoring Period From: _____ To: _____

	Alpha, Gross Particle Activity pCi/L	Arsenic, Dissolved mg/L	Chloride (as Cl) mg/L	Coliform, Fecal #/100mL	Coliform, Fecal, % less than detection percent	Flow MGD	Nitrogen, Nitrate, Total (as N) mg/L	Nitrogen, Nitrite, Total (as N) mg/L	Oxygen, Dissolved (DO) mg/L	Radium 226 + Radium 228, Total pCi/L	Solids, Total Dissolved (TDS) mg/L
Code	80045	01000	00940	74055	51005	50050	00620	00615	00300	11503	70295
Mon. Site	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	FLW-01	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01
1											
2											
3											
4											
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6											
7											
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24											
25											
26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

DAILY SAMPLE RESULTS - PART B

Permit Number: FLA146102-005-IW5C
Facility: Useppa Island RO Concentrate Disposal Facility
Monitoring Period From: _____ To: _____

	Sulfate, Total mg/L	Turbidity NTU	pH s.u.								
Code	00945	00070	00400								
Mon. Site	EFA-01	EFA-01	EFA-01								
1											
2											
3											
4											
5											
6											
7											
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29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g. < 0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)
No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.
Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.
No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.
Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.
Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.
Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.
Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.
Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.
Time Sample Obtained: Enter the time the sample was taken.
Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.
Detection Limits: Record the detection limits of the analytical methods used.
Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.
Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)
Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).
Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.
Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).
Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.
Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.
No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.
$CBOD_5$: Enter the average $CBOD_5$ of the reclaimed water discharged during the period shown in duration of discharge.
TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.
Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.
Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.
No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.
Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

STATEMENT OF BASIS
FOR
STATE OF FLORIDA INDUSTRIAL WASTEWATER FACILITY PERMIT

PERMIT NUMBER: FLA146102-005

FACILITY NAME: Useppa Island RO Concentrate Disposal Facility

FACILITY LOCATION: Useppa Island, Bokeelia, FL 33922
Lee County

NAME OF PERMITTEE: Useppa Island Utility Co.

PERMIT WRITER: Bill Robertson, P.E.

1. SUMMARY OF APPLICATION

   a. Chronology of Application

      Application Number: FLA146102-005-IW5C

      Application Submittal Date: May 21, 2020

   b. Type of Facility

      The facility is a drinking water treatment plant for Useppa Island.

      SIC Code: 4941 - Water Supply and Irrigation Systems

   c. Facility Capacity

Existing Permitted Capacity:	0.015 mgd Daily Maximum Flow
Proposed Increase in Permitted Capacity:	0.000 mgd Daily Maximum Flow
Proposed Total Permitted Capacity:	0.015 mgd Daily Maximum Flow

   d. Description of Wastewater Treatment

      The reverse osmosis concentrate from the water treatment facility is discharged to U-001, an underground injection well and as a backup to the well, G-001, a land application system.

   e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)

      Primary disposal is via U-001 underground injection well. G-001 drain fields are used as backup to U-001.

2. SUMMARY OF SURFACE WATER DISCHARGE

   This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to discharge reverse osmosis reject water to Land Application System G-001, Drainfield, based on the following:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.015	Daily Maximum	62-620, FAC
Radium 226 + Radium 228, Total	pCi/L	Min	Report	Single Sample	62-620.625(6)(a)8 FAC
Alpha, Gross Particle Activity	pCi/L	Max	Report	Single Sample	62-620.625(6)(a)8 FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	Report	Single Sample	62-610.510(1) FAC
Nitrogen, Nitrite, Total (as N)	mg/L	Max	Report	Single Sample	62-610.510(1) FAC
Solids, Total Dissolved (TDS)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Arsenic, Dissolved	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Chloride (as Cl)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Coliform, Fecal	#/100mL	Max	Report	Single Sample	62-600.445 FAC
Coliform, Fecal, % less than detection	percent	Max	Report	Single Sample	62-62-600.440(5)(a)4 FAC
Oxygen, Dissolved (DO)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
pH	s.u.	Min	Report	Single Sample	62-610.865(8)(e) FAC
		pHs. u. Max	Report	Single Sample	62-610.865(8)(e) FAC
Sulfate, Total	mg/L	Max	Report	Single Sample	62-600.670(3) FAC
Turbidity	NTU	Max	Report	Single Sample	62-600.670(3) FAC

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

All parameters listed in Table 3 above (Flow is already required) have been added to the permit. The permittee shall be required to monitor for these parameters when discharging to G-001 for emergency discharge in the event that the injection well is inoperative and unable to accept discharge from the facility for any reason.

5. INDUSTRIAL SLUDGE MANAGEMENT REQUIREMENTS

This section does not apply to this facility.

6. GROUND WATER MONITORING REQUIREMENTS

This facility uses a drainfield as emergency backup disposal to the injection well. Rule 62-520.600(11)(b) therefore requires that the permittee shall submit reports on all monitoring wells. Because the drainfield is to be used only as a backup to the injection well, it has been determined that the requirement for groundwater monitoring is not warranted. However, the permittee shall be required to monitor for the parameters listed in Section 3 above if any discharge to the G-001 drainfield occurs.

7. PERMIT SCHEDULES

A schedule is not included in the wastewater permit.

8. BEST MANAGEMENT PRACTICES/STORMWATER POLLUTION PREVENTION PLANS

This section does not apply to this facility.

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

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

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record is available for public inspection electronically at http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/FLA146102/facility!search, or during normal business hours at the location specified in item 12. Copies will be provided at a minimal charge per page.

12. DEP CONTACT

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

Bill Robertson
Professional Engineer I
South District Office

2295 Victoria Ave
Suite 364
Ft. Myers, FL 33901-3875

Telephone No.: (239) 344-5657

FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

In the matter of an
Application for Permit by:

Useppa Island Utility Co, Inc.
JR Hiller, Service Director
P.O. Box 640
Bokeelia, FL 33922
jrhiller@useppa.com

Permit No.: 129531-005-WC
County: Lee County
Project Name: New Potable Water Storage Tank
PWS ID: 5360299

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 129531-005-WC to construct the subject modifications to the existing water treatment plant, issued pursuant to Section 403.861(9), Florida Statutes.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the department's action may also request an extension of time to file a petition for an administrative hearing. The department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and

by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Fort Myers, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Elizabeth Sweigert
Director of District Management

Attachment:
Permit No.: 129531-005-WC

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Patrick Day, P.E., DRMP, pday@drmp.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

November 6, 2024

Clerk Date

FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Useppa Island Utility Co, Inc.
JR Hiller, Service Director
P.O. Box 640
Bokeelia, FL 33922
jrhiller@useppa.com

Water Supplier: Useppa Island WTP
PWS ID: 5360299
Permit No.: 129531-005-WC
Issue Date: November 6, 2024
Expiration Date: November 5, 2029
County: Lee County
Project Name: New Potable Water Storage Tank

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Florida Administrative Code (F.A.C.) Chapters 62-4, 62-550, and 62-555. The above-named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings, plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

TO CONSTRUCT: A new potable water storage tank. The maximum day operating capacity of plant is **63,000** gpd.

CONSTRUCTION INCLUDES INSTALLATION OF:

1. Permastore 52,802-gallon potable water storage tank. This tank will be in addition to the existing tank to provide redundancy.
2. Associated 6-inch PVC piping for interconnect to existing storage tank and potable water from plant.

IN ACCORDANCE WITH: DRMP design drawings, sheet numbers 1 through 3, dated September 27, 2024. The application was dated August 16, 2024 and last received on September 30, 2024.

LOCATION: Project located along Road D on Useppa Island, Lee County, Florida. Latitude 26°39'43.70"N, Longitude 82°12'43.25"W.

Work must be conducted in accordance with the General and Specific Conditions attached hereto.

GENERAL CONDITIONS:

The following General Conditions are referenced in Florida Administrative Code Rule 62-4.160.

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings,

exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties; therefore, nor does it allow the permittee to cause pollution in contravention of Florida Statutes and department rules, unless specifically authorized by an order from the department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

   a. Have access to and copy any records that must be kept under conditions of the permit;

   b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and

   c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or department rules. Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the department with the following information:

   a. A description of and cause of noncompliance; and

   b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the department may be used by the department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon department approval in accordance with Rule 62-4.120 and 62-730.300 F.A.C., as applicable. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:
    a. Determination of Best Available Control Technology (BACT)
    b. Determination of Prevention of Significant Deterioration (PSD)
    c. Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)
    d. Compliance with New Source Performance Standards

14. The permittee shall comply with the following:

    a. Upon request, the permittee shall furnish all records and plans required under department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the department.

    b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by department rule.

    c. Records of monitoring information shall include:
        1. the date, exact place, and time of sampling or measurements;
        2. the person responsible for performing the sampling or measurements;
        3. the dates analyses were performed;
        4. the person responsible for performing the analyses;
        5. the analytical techniques or methods used;
        6. the results of such analyses.

15. When requested by the department, the permittee shall furnish within a reasonable time any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

1. The Permittee shall retain service a Florida-licensed professional engineer to take responsible charge of inspecting construction of the project for the purpose of determining in general if the construction proceeds in compliance with the permit, including the approved preliminary design report or drawings and specifications for the project. [62-555.530(3), F.A.C.]

2. The Permittee shall have complete record drawings produced for the project in accordance with subsection 62-555.530(4), F.A.C.

3. Prior to placing the new tank and piping in service, the Permittee shall update the operation and maintenance manual to include the new units. [62-555.350(13). F.A.C.]

4. The Permittee shall submit a certification of construction completion to the department and obtain approval or clearance, from the department before placing any public water system components constructed or altered under this permit in operation for any purpose other than disinfection, testing for leaks, or testing equipment operation. [62-555.345, F.A.C.]

5. The newly installed components that come into contact with drinking water or drinking water treatment chemicals shall conform to one of the following:

   a. NSF International Standard 61
   b. NSF International Standard 42, 44, 53, 55, 58, or 62
   c. Section 6 of NSF International Standard 14, or
   d. The Food and Drug Administration's regulations for indirect food additives as contained in the April 1, 2002, revision of 21 C.F.R. Parts 174 through 189.

   [62-555.320(3)(b), F.A.C.]

6. The pipe, pipe fitting, solder, and flux used in the construction of this project shall be lead free. [Rule 62-555.322(1), F.A.C.]

7. The tank and piping authorized by this permit may not be placed into service until a letter of clearance has been issued by this department. [Rule 62-555.345(1), F.A.C.]

8. Prior to placing this project into service, Permittee shall submit, at a minimum, all of the following to the department for evaluation and approval for operation, as provided in Rules 62-555.340 and 62-555.345, F.A.C.:

   a. The Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation {DEP Form 62-555.900(9)}

   b. Certified record drawings if there are any changes noted for the permitted project.

   c. Two days of satisfactory bacteriological analytical results.

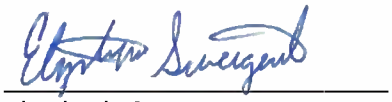
   Bacteriological test results shall be considered unacceptable if the test were completed more than 60 days before the department received the results. [Rule 62-555.340(2)(c), F.A.C.]

In order to facilitate the issuance of a letter of clearance, the department requests that all of the above information be submitted as one package to https://www.fldepportal.com/DepPortal/go/submit-registration.

9. The permittee or supplier of water shall telephone the State Warning Point (SWP), at 1-800-320-0519 immediately (i.e. within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system. [62-555.350(10), F.A.C.]

Executed in Fort Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Elizabeth Sweigert
Director of District Management

EXHIBIT L

(South Florida Water Management District Permit)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

CON 24-06

Application No.: 080924-14
General Permit No.: 36-03239-W

August 19, 2011

USEPPA UTILITY COMPANY INC
P O BOX 640
BOKEELIA, FL 33922

Dear Permittee:

SUBJECT: **General Water Use Permit No.:** 36-03239-W
Project: USEPPA UTILITY COMPANY
Location: LEE COUNTY, S9/T44S/R21E
Permittee: USEPPA UTILITY COMPANY INC

This letter is to notify you of the District's agency action concerning your Notice of Intent to Use Water. This action is taken pursuant to Chapter 40E-20, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a General Water Use Permit is in effect for this project subject to:

1. Not receiving a filed request for Chapter 120, Florida Statutes, administrative hearing and

2. The attached Limiting Conditions.

The purpose of this application is to obtain a Water Use Permit for public water supply for USEPPA Utility Company (USEPPA) serving 463 persons in the year 2031 with an average per capita use rate of 117 gallons per day. Withdrawals are from the Mid-Hawthorn aquifer via two existing withdrawal facilities. USEPPA proposes to continue to upgrade the reverse osmosis (RO) water treatment system and increase the efficiency. The project was previously permitted as a major general permit, but the permit was allowed to expire. Due to the proposed decrease in population and increase in efficiency of the RO system this permit will be issued as a minor general permit. Staff recommends issuance of the same permit number (36-03239-W) for file continuity.

Date Of Issuance: August 19, 2011

Expiration Date: August 19, 2031

Water Use Classification: Public Water Supply

Water Use Permit Status: Expired/Previously Permitted

Environmental Resource Permit Status: Not Applicable

Right Of Way Permit Status: Not Applicable.

Ground Water From: Mid-Hawthorn Aquifer

Permitted Allocation(s):

Annual Allocation:	19,772,400 Gallons
Maximum Monthly Allocation:	2,964,200 Gallons
Maximum Daily Allocation:	97,500 Gallons

Existing Withdrawal Facilities - Ground Water

Source: Mid-Hawthorn Aquifer

2 - 6" X 320' X 90 GPM Wells Cased To 280 Feet

Rated Capacity

Source(s)	Status Code	GPM	MGD	MGM	MGY
Mid-Hawthorn Aquifer	E	180	0.26	7.9	95
Totals:		**180**	**0.26**	**7.9**	**95**

Should you object to the Limiting Conditions, please refer to the attached Notice of Rights which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have questions concerning this matter. If we do not hear from you prior to the time frame specified in the Notice of Rights, we will assume that you concur with the District's recommendations.

Certificate Of Service

I HEREBY CERTIFY that a Notice of Rights has been mailed to the addressee not later than 5:00 p.m. this 19th day of August, 2011, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,

Thomas Colios
Section Leader
Water Use Regulation Division

TDC /lu

Enclosure

c: Lee County HRS

Limiting Conditions

1. This permit shall expire on August 19, 2031.
2. Application for a permit modification may be made at any time.
3. Water use classification:

   Public water supply

4. Source classification is:

   Ground Water from:
   Mid-Hawthorn Aquifer

5. Annual allocation shall not exceed 19.7724 MG.

   Maximum monthly allocation shall not exceed 2.9642 MG.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

   Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

   Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

   This Permit is issued to:

   USEPPA Utility Company
   3907 SW 1st Street
   Cape Coral, FL 33991

7. Withdrawal Facilities:

   Ground Water - Existing:

   2 - 6" X 320' X 90 GPM Wells Cased To 280 Feet

Limiting Conditions

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

   Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

   (1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

   (2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

   (1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

   (2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

   (3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

Limiting Conditions

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

    (1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

    (2) Reduction in water levels that harm the hydroperiod of wetlands,

    (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

    (4) Harmful movement of contaminants in violation of state water quality standards, or

    (5) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.

13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.

15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: SFWMD, Regulatory Support Division, MSC 2420, P.O. Box 24680, West Palm Beach, FL 33416-4680.

16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.

17. Pursuant to Subsection 373.243 (4), Florida Statutes, nonuse of the water supply for a period of two years or more at any time within the duration of the permit may result in the District revoking the permit in whole or in part, unless the Permittee can demonstrate that the Permittee's nonuse of water was due to extreme hardship caused by factors beyond the Permittee's control.

18. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.

Limiting Conditions

19. Public water utilities that control, either directly or indirectly, a wastewater treatment plant, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (1) the status of distribution system construction, including location and capacity of lines; (2) a summary of uncommitted supplies for the next year; (3) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (4) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.

SCANNED 9/11/2014

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

Initiation of an Administrative Hearing
Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation
The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW
Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

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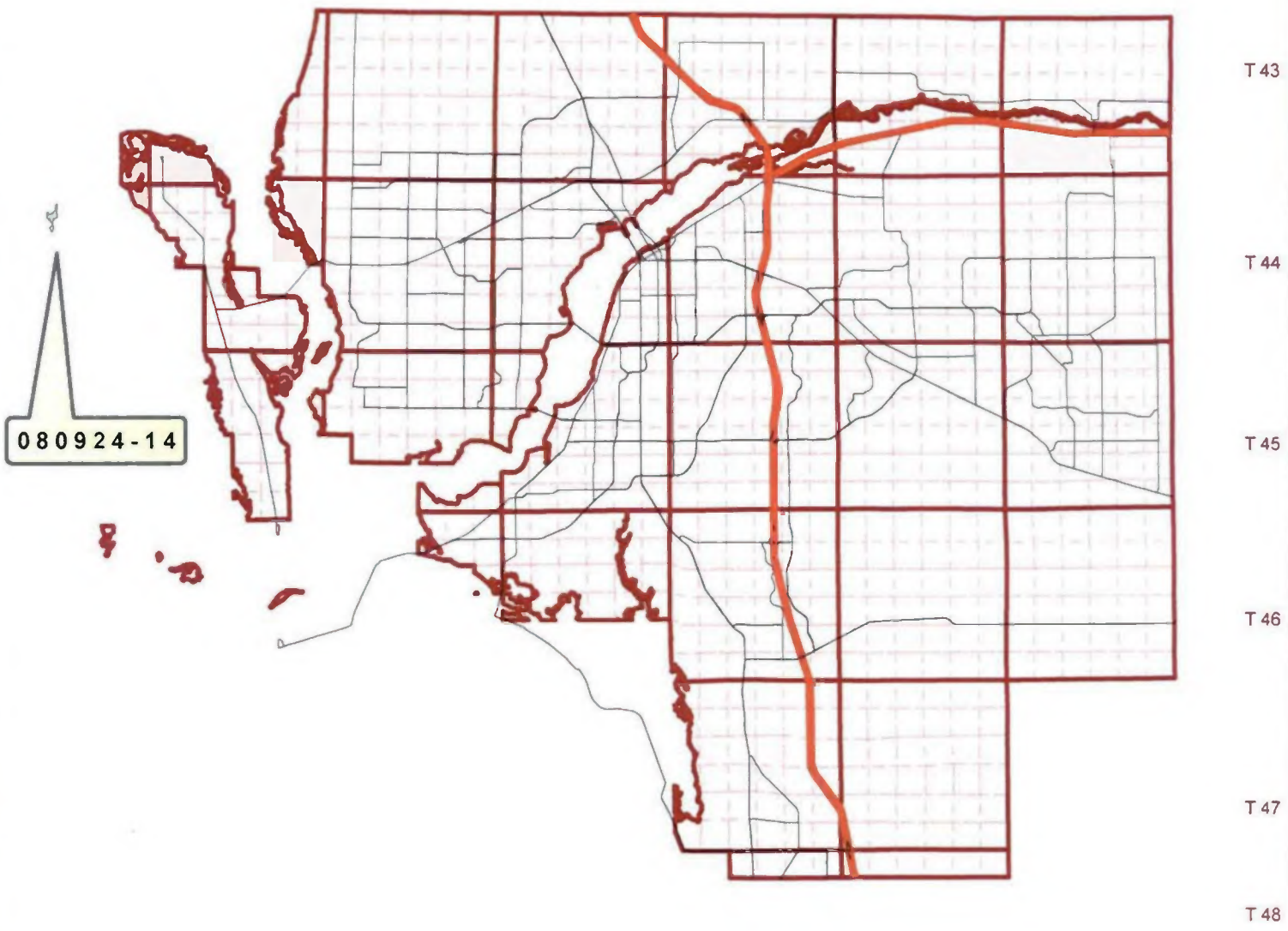

LEE COUNTY, FLORIDA

N

Application Number: 080924-14

Map Date: 2011-08-16

Permit Number: 36-03239-W

Sec 9 / Twp 44 / Rge 21

Project Name: USEPPA UTILITY COMPANY

0 34,500 69,000

Feet

Exhibit No: 1

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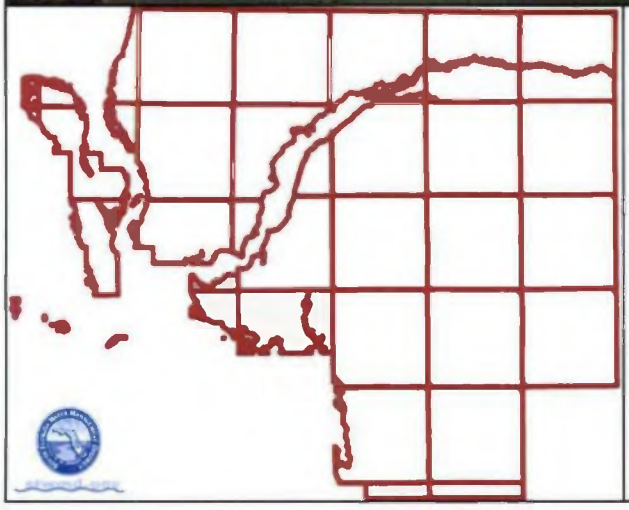


LEE COUNTY, FLORIDA

Application

WELL

N

Map Date: 2011-08-17

Application Number: 080924-14

Permit Number: 36-03239-W

Sec 9 / Twp 44 / Rge 21

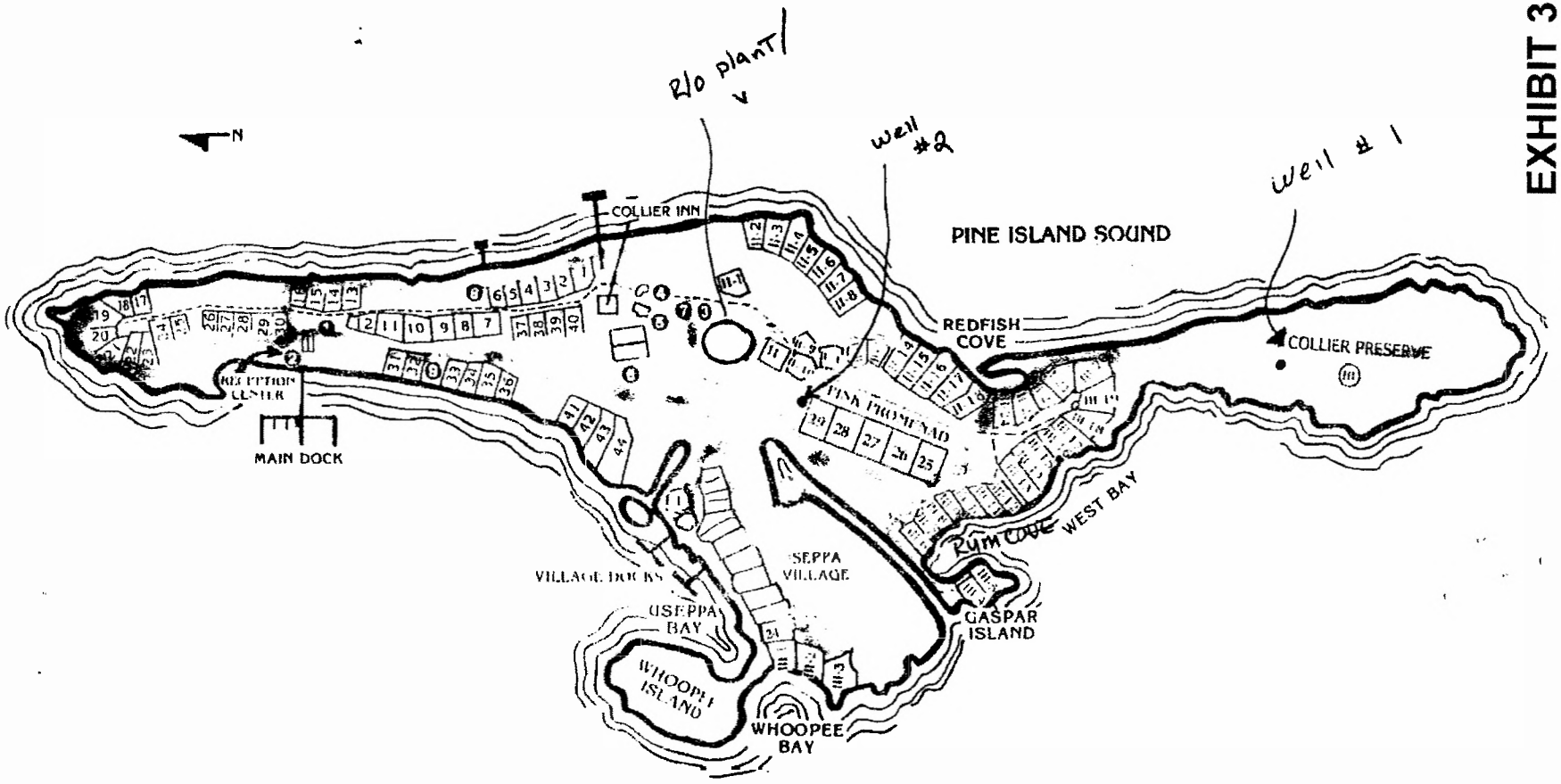
Project Name: USEPPA UTILITY COMPANY

0 0.125 0.25

Miles

Exhibit No: 2

EXHIBIT 3



1. RECEPTION CENTER, ADMINISTRATION, TARPON BAR, AND GENERAL STORE
2. BARBECUE AREA
3. HISTORICAL MUSEUM
4. SWIMMING POOL/SPA/SUN DECK
5. PRO SHOP
6. HAR TRU TENNIS COURTS
7. CROQUET COURTS
8. WHITE SAND BEACH
9. FITNESS CENTER
10. **COLLIER PRESERVE**
11. **FIRE COMPANY RESIDENCE**

USEPPA ISLAND CLUB

TABLE - A
Description Of Wells.

Application Number: 080924-14

Well ID	25277	25278	114685
Name	Well 1	Well 2 Abandoned	Well 2R (replace well 2)
Map Designator	Well 1	Well 2 Abandoned	Well 2R
FLUWID Number			
Well Field			
Existing/Proposed	E	E	E
Well Diameter(Inches)	6	4	6
Total Depth(feet)	320	300	320
Cased Depth(feet)	280	290	280
Facility Elev. (ft. NGVD)			
Screened Interval			
From	0	0	
To	0	0	
Pumped Or Flowing	P	P	P
Pump Type	centrifugal	centrifugal	centrifugal
Pump Int. Elev.			
Feet (NGVD)			
Feet (BLS)	110	0	110
Pump Capacity(GPM)	90	0	90
Year Drilled	1989	1989	2002
Planar Location			
Source	APPLICANT	APPLICANT	APPLICANT
Feet East	259848	259783	260209
Feet North	846032	847805	848157
Accounting Method	unspecified	unspecified	flow meter
Use Status	Secondary	Abandoned	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Mid-Hawthorn Aquifer	Mid-Hawthorn Aquifer	Mid-Hawthorn Aquifer

Exhibit No: 4

Summary Of Water Use Demands & Recommended Allocation Components

Application Number: 080924-14

Public Water Supply **Recommended Allocation (MGD):** 0.0542 **Recommended Maximum Month Withdrawals (MGM):** 2.9642

Description	Population	Rec. PCUR	<---------- Recommended Demands-- Avg. Daily MGD	Peak Factor	Max Monthly MGM	Delivery System Efficiency	<---------Recommended Alloca Daily MGD	Max. Monthly MGM
USEPPA ISLAND	463	117	0.0542	1.8	2.9642	100%	0.0542	2.9642

Exhibit No: 5

EXHIBIT M
(Most Recent Compliance Inspection Report)

FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

April 4, 2025

Donald Beckstead, President
Useppa Island Utilities Company Inc
8115 Main Street
Bokeelia, FL 33922
dbeckstead@useppa.com

Re: Return to Compliance Letter
Useppa Island Club
Facility ID: 5360299
Lee County – PW

Dear Mr. Beckstead:

Department personnel conducted a Sanitary Survey of the above-referenced facility on **May 8, 2023**. A file review was also conducted on **March 12, 2025**. Based on the information provided during and following the Sanitary Survey and file review, the facility was determined to be in compliance. The deficiencies noted in the Sanitary Survey and the corrective actions received by the department to address these deficiencies are located below. Any non-compliance items which may have been identified at the time of the file review have been corrected.

The department appreciates your compliance efforts. Should you have any questions or comments, please contact **Steven Pereira** of the South District Office at **239-344-5647** or via e-mail at **Steven.Pereira@FloridaDEP.gov.**

Sincerely,

David Fiess, MPA
Assistant Director of District Management
South District Office
Florida Department of Environmental Protection

Enclosures: File Review Memo
Corrective Action Document

cc: Selina Makofsky, smakofsky@uswatercorp.net
William Edwards Sr., wjedwards@uswatercorp.net
Melisa Rotteveel, mrotteveel@uswatercorp.net

File Review Memorandum

TO: File
FROM: Steven Pereira
SUBJECT: 5360299 Facility Name
DATE: April 4, 2025

On **May 8, 2023** a Public Water System compliance inspection was conducted at the above-referenced facility. On **July 7, 2023**, the Department sent a Compliance Assistance Offer Letter detailing the inspection findings. The facility was found to be out of compliance, and the inspection report noted the following corrective actions.

On **March 26, 2025**, the Department received a response with photographs from Useppa Island Club that addresses all corrective actions noted in the Department's compliance evaluation inspection. The facility is now in compliance.

CORRECTIVE ACTIONS RESPONSES:

1.

	Leaks on Microfilter fixed. Photo submitted March 25, 2025.

2.

	Leaks on pumps fixed. Received on March 25,2025.

3.

	Fence with lock. Received on March 26, 2025.

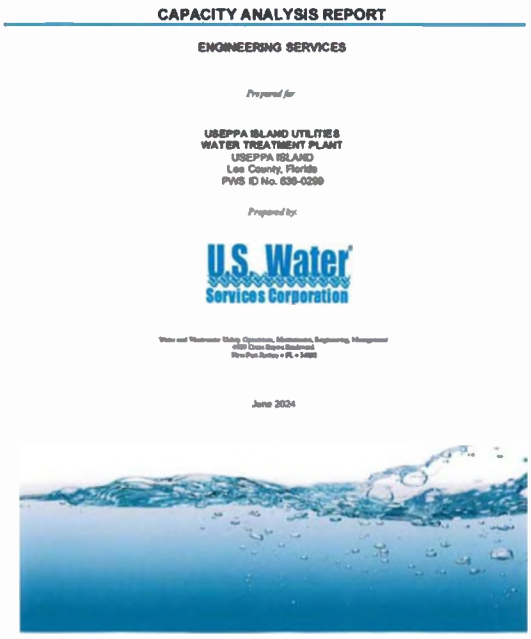
4.

	Overview of the fence. Received March 25, 2025.

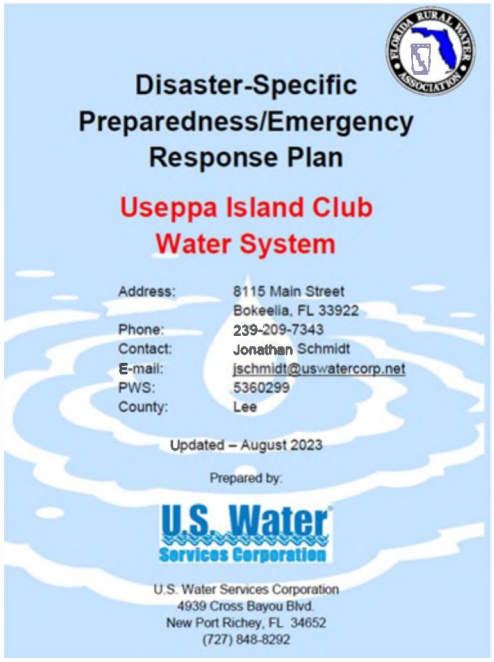
5.

	The degasser has been stabilized. Received March 26, 2025.

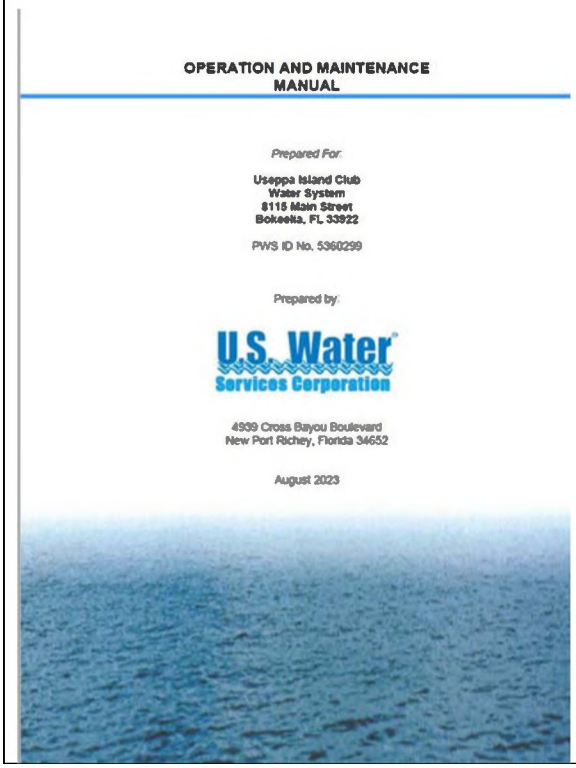
6.

	The Capacity Analysis report has been submitted . Received June 27, 2024.

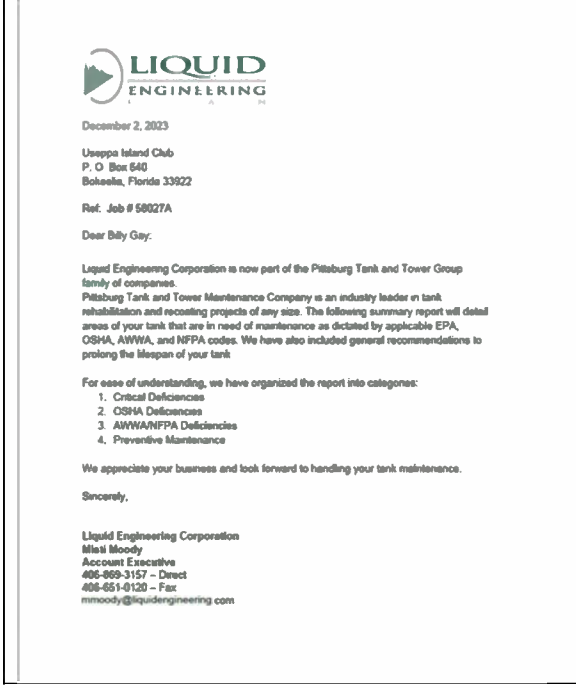
7.

	The ERP has been updated. Received August 16, 2023.

8.

	The Operation and Maintenance Manual has been submitted. Received August 26, 2023.

9.

	The Tank cleaning report has been submitted. Received October 16, 2024.

10.

	North Well casing and/or sanitary seal cleaned and free from corrosion. The previously observed gap/ holes have been rectified. Received August 16, 2024.

11.

	South Well casing and/or sanitary seal cleaned and free from corrosion. Received August 16, 2024.

Disaster-Specific Preparedness/Emergency Response Plan

Useppa Island Club Water System

Address:	8115 Main Street Bokeelia, FL 33922
Phone:	239-209-7343
Contact:	Jonathan Schmidt
E-mail:	jschmidt@uswatercorp.net
PWS:	5360299
County:	Lee

Updated – August 2023

Prepared by:

U.S. Water Services Corporation
4939 Cross Bayou Blvd.
New Port Richey, FL 34652
(727) 848-8292

Emergency Notification

Emergency Notification List				
Organization or Department	**Name**	**Telephone**	**After Hours Telephone**	**E-mail or Fax**
US Water Lead Operator	William Edwards	863-558-2327	863-558-2327	wjedwards@uswatercorp.net
US Water Regional Operations Manager	Jonathan Schmidt	239-209-7343	239-209-7343	jschmidt@uswatercorp.net
US Water Compliance Abnormal Event Reporting	-	866-753-8292	727-359-8457	-
US Water Maintenance After Hours	-	-	727-848-8292	-
US Water Maintenance Supervisor	Billy Adams	239-286-9685	Call the number above ^	wadams@uswatercorp.net
US Water Regional Manager	Lina M. Quintero	727-858-2396	727-858-2396	lquintero@uswatercorp.net
US Water Regional Maintenance Manager	Steve Stanton	239-209-6120	239-209-6120	sstanton@uswatercorp.net
State Warning Point	Duty Officer	800-320-0519	800-320-0519	http://floridadisaster.org/Response/Operations/swp.htm
County Health Department	Lee County	239-332-9501	-	LeeCHDFeedback@flhealth.gov
Florida Department of Environmental Protection (FDEP) District Office	South District	239-344-5600	239-344-5600	850-412-0590 http://www.dep.state.fl.us/south/
Safe Drinking Water Hot Line	Duty Officer	800-426-4791 202-564-3750	800-426-4791	202-564-3752 http://water.epa.gov/drink/hotline/index.cfm
FEMA	Duty Officer	1-800-621-3362	1-800-621-3362	www.fema.gov
Local Law Enforcement	Duty Officer	911	911	-
Fire Department	Duty Officer	911	911	-
Emergency Medical Services	Duty Officer	911	911	-
National Spill Response Center	Duty Officer	800-424-8802	800-424-8802	HQS-DG-lst-nrcmgmt@uscg.mil http://www.nrc.uscg.mil/nrchp.html

Service / Repair Notifications			
Organization Or Department	**Company Name**	**Telephone**	**Night Phone or Fax Number**
Electric Utility Co.	Florida Power & Light Company	1-800-375-2434	1-800-375-2434
Electrician	U.S. Water Services Corporation	239-368-1766	1-866-753-8292
Water Testing Lab.	AEL	239-674-8130	Josh Snead Cell: 239-994-2226
Pump Supplier	Mader Electric Motors	239-731-5455	239-731-8165
Chlorine Supplier	Hawkins	800-328-5460	-
Radio/SCADA Repair Co.	U.S. Water Services Corporation	239-368-1766	1-866-753-8292
Well Drilling Co.	Youngquist Brothers, Inc.	239-489-4444	239-489-4545

Customers

Key Messages

Develop possible messages in advance, and update them as the emergency develops
▪ This information explains the simple steps you can take to protect you and your family's health.
▪ We will keep you informed as soon as we know more.
▪ Due to this incident as a precaution we advise that all water used for drinking or cooking be boiled.
▪ You can consult a variety of sources for additional information, for example you family doctor or pediatrician.
▪ If you think you may be ill or need medical advice, contact a physician.
▪ Water samples must be collected and tested to validate the microbiological safety of drinking water provided to the consumer.
▪ If you have any questions please contact as at _____
▪ We are taking this incident seriously and doing everything we can do to resolve it.

Disaster-Specific Preparedness/ Emergency Response Plan

A. Vandalism or Sabotage Response Procedures

1. The person first aware of the incident calls the Lead Operator and 911 as soon he knows about the incident.

2. Lead Operator shall contact the Regional Operations Manager to notify State Warning Point 1-800-320-0519 immediately about the incident within the two hours after discovery of sabotage.

3. Regional Operations Manager shall call the appropriate FDEP South District Office, County Health Department and the Facility Owner within the two hours after discovery of sabotage.

4. The Lead Operator collects all reports produced during the investigation and work with the authorities on anything required in the case.

5. Water customers shall be notified also if the water quality has been affected.

6. Lead Operator assesses damage and directs repairs as needed in coordination with the Collection and Distribution System Manager (if necessary).

7. Repair affected facilities as soon as possible.

8. Lead Operator returns the system to normal operation and reports findings to the Regional Operations Manager to proceed with required notifications and updates.

B. Drought Response Procedures

1. Supplier of water analyzes the drought conditions.

2. The permittee shall cease or reduce water withdrawal as directed by the South Water Management District (SFWMD) if water levels in the aquifers fall below the minimum levels established by the Board.

3. Regional Operations Manager notifies Facility Owner and the SFWMD about those conditions and about the measures taken during the emergency.

4. A Water Conservation Plan should be implemented if necessary to get cooperation from the customers during the emergency.

5. The customers are notified about the water use restriction plan.

6. When there is no further need for additional restrictions, the Lead Operator returns the system to normal operation.

7. Customers are notified.

C. Structure Fire Response Procedures

1. As soon as fire is discovered, evacuation of the building(s) is ordered. All employees should know escape routes from every area of the buildings.

2. Activate any visible alarms.

3. Call 911 to notify the Fire Department.

4. If possible, attempt to contain or control the fire using the fire extinguishers located at the facility.

5. Call Regional Operations Manager and Facility Owner.

6. Regional Operations Manager notifies the State Warning Point 1-800-320-0519 immediately and the FDEP South District.

7. Lead Operator and Regional Operations Manager survey the damages after the incident and inform the Facility Owner.

8. Lead Operator and Collection and Distribution System Manager direct all necessary repairs to complete them as soon as possible to avoid service interruptions.

9. Lead Operator notifies the Regional Operations Manager about the conditions of the system when everything is back to normal.

10. All fire extinguishers located in the facility shall remain accessible at all times and annually inspected to ensure they can be used in case of emergency.

D. Flood Preparedness & Response Procedures

1. Do not visit disaster areas until it is safe to access.

2. Stay out of buildings that remain in flood waters.

3. Do not handle live electrical equipment in wet areas.

4. Lead Operator and Regional Operations Manager analyze the severity of the emergency, flood watch and flood warnings.

5. Regional Manager notifies the Facility Owner.

6. Regional Operations Manager directs staff to operate the system without the well(s) that is(are) affected.

7. Regional Operations Manager notifies the State Warning Point 1-800-320-0519 about the severity of the emergency.

8. Lead Operator and Regional Operations Manager analyze the status of critical components, for adequate protection during the emergency.

9. Utility staff involved with the system and properly trained provides emergency assistance to save lives (operators, personnel at the facility and water customers).

10. Regional Manager notifies the customer to boil water or other emergency measures.

11. Lead Operator and Regional Operations Manager have all the equipment and operating personnel ready for reparation as soon as they are able to enter the facility.

12. If necessary call the police and public health officials.

13. After corrective actions, a predetermined number of representative water samples must be collected and tested to validate the microbiological safety of drinking water provided to the costumer.

14. Final report presented to the Facility Owner.

E. Hazardous Material Release Response Procedures

1. Utility staff discovering hazardous materials release orders immediate evacuation of the facility and call 911, State Warning Point 1-800-320-0519 and National Response Center 1-800-424-8802.

2. Regional Manager notifies the emergency agencies having jurisdiction and the Facility Owner.

3. If any person is exposed to any chemical by contact, first wash with soap and water, move to fresh air, flush eyes and if irritation occurs and consult a physician for safety purposes.

4. Locate source of leaks and safely stop it.

5. Clean up the spills with adequate material and place into appropriate container for proper disposal.

6. If the material is considered extremely hazardous

7. Flush spill areas with large amount of water to avoid people coming into contact with these chemicals.

8. Use “Caution” signs to keep all people away from the spill and dispose the waste in accordance with federal, state and local regulations.

F. Hurricane Preparedness & Response Procedures

This procedure is a summary of the actions that must be taken before each hurricane season and before each pending hurricane.

Category 1 hurricane – Sustained winds of 74-95 mph
Category 2 hurricane – Sustained winds of 96-110 mph
Category 3 hurricane – Sustained winds of 111-135 mph
Category 4 hurricane – Sustained winds of 136-155 mph
Category 5 hurricane – Sustained winds of >155 mph

Before Hurricane

Hurricane Watch is issued:

1. Regional Operations Manager shall notify the personnel and give them safety instructions before and after the hurricane.
2. Regional Operations Manager establishes constant communication system with the Facility Owner so they will know the status of the system at all times.
3. Regional Operations Manager establishes communication with the Emergency Operations Center.
4. Check all auxiliary and standby equipment.
5. Stock adequate fuel supplies for the equipment and the emergency trucks and vehicles.
6. Maintain in good repair all mechanical equipment at the plants and wells.
7. Stock spare parts which are critical to the operation of the plant.
8. Stock sufficient supplies of necessary treatment chemicals to treat the water for at least 14 days.

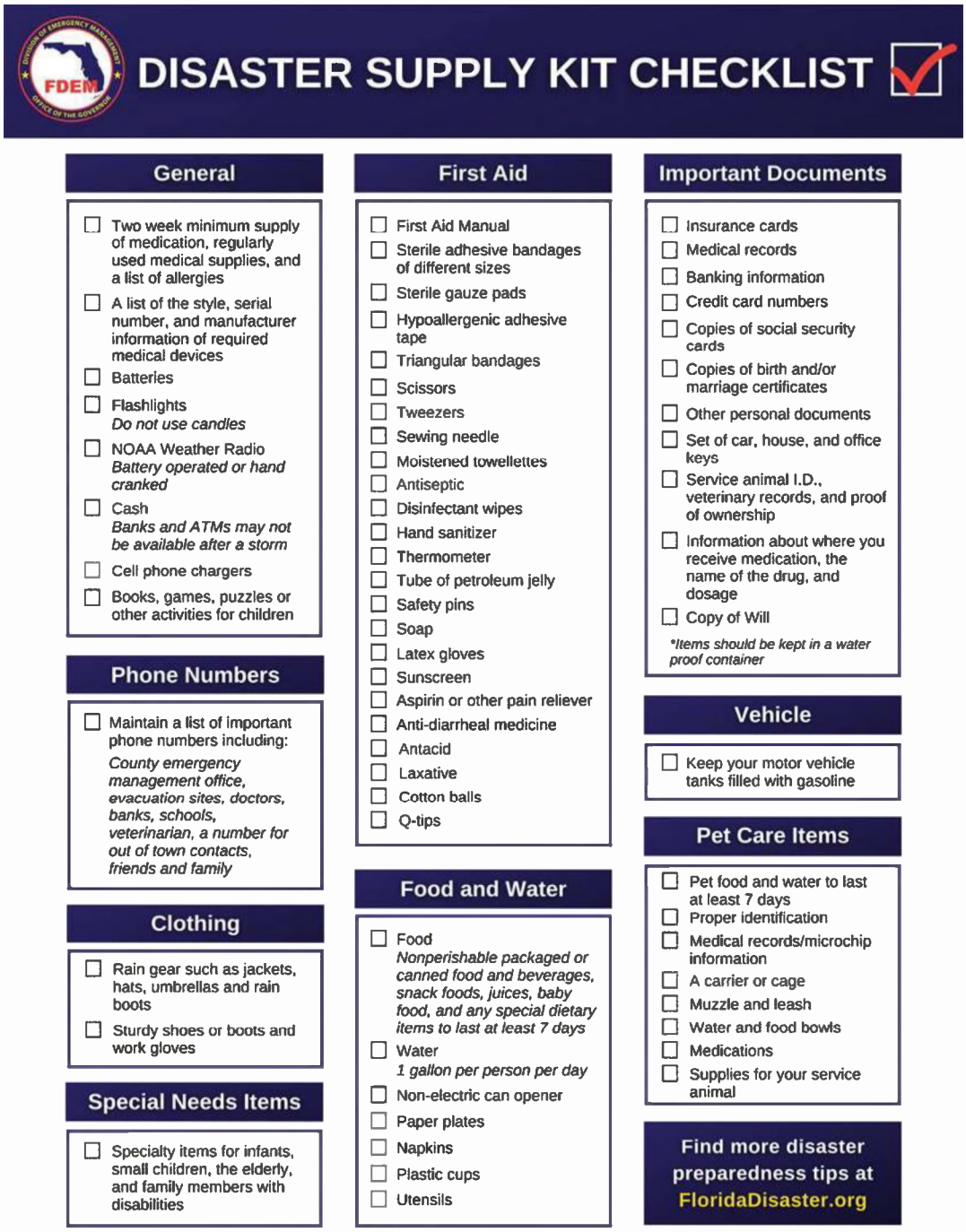
Hurricane Warning is issued:

9. After hurricane warnings are received Regional Operations Manager shall notify the DEP South District.
10. Lead operators should be available to report to work if called in.
11. Make arrangements to use a secure location to store computers and other office equipment.
12. Keep all water storage facilities as near to full capacity as possible upon receiving the hurricane warnings.
13. Keep all supplies in a safe place to prevent them from becoming airborne during the hurricane.
14. Know the electrical requirements of the system that must be powered during an emergency so that portable generator needs can be specified.

15. Stay alert for tornados at this point.

16. Establish communication with adjacent utilities in case of a mutual need is critical to the welfare of the community.

17. Regional Operations Manager continues communication with the operating personnel and regulatory agencies so they will know how and where to contact the utility staff in charge during emergency conditions.



Hurricane within 4-6 Hours

18. Shut down all computers and non-essential items at the offices and the plants.

19. All personnel shall be familiar with all evacuation notifications.

20. Prepare to evacuate if the current location is not the safest.

21. Notify residents to conserve water and to boil water until storm passes and all clear is given.

22. Keep constant communication with County Emergency Management.

During the Storm

All outside activities should be kept to a minimum. The main danger in high winds is not the wind, but the debris the wind carries. Work crews must have an operational radio or phone and should be working in pairs if it is absolutely necessary to work outside.

After Hurricane

1. All employees should call in and report to the supervisors and/or the Regional Operations Manager.

2. Take extra-safety precautions after returning to the facilities.

3. If power outages have occurred, the system has to be monitored and if necessary, water consumers will be notified by boil water notices.

4. Regional Operations Manager and the Facility Owner inspect the system for survey of all damages and make sure water is being properly treated.

5. If there is a problem with water, Regional Operations Manager notifies the FDEP South District and SFWMD immediately.

6. If necessary, the Regional Operations Manager immediately contact a tree Service Company and the power company to address any road blocks such as fallen trees and/or power lines.

7. The Regional Operations Manager assesses damage and directs repairs as needed in coordination with the Collection and Distribution System Manager.

8. Bacteriological samples should be taken after reparations to ensure water is safe for the consumer.

9. Once the plant is back to normal operation Regional Operations Manager notifies the regulatory agencies and water customers about the status of the system.

10. The Regional Operations Manager shall utilize the Storm Tracker system to report the facility status immediately following a significant weather-related event.

G. Other Disasters Response Procedures

Severe Contamination (any abnormal color, odor, or taste)

1. Lead Operator notifies the Regional Operations Manager.
2. Regional Operations Manager speaks directly to a person at DEP South District Office and the Facility Owner as soon as possible.
3. Regional Operations Manager speaks directly with the Department's inspector to notify him about the contamination.
4. FDEP South District determines what notification is required to distribute to consumers.
5. Regional Operations Manager distributes required notification to water consumers as soon as possible.
6. Regional Operations Manager takes corrective measures to the water system.
7. When corrective actions are completed, a predetermined number of representative water samples must be collected and tested to validate the microbiological safety of drinking water provided to the consumers.
8. After lab results prove satisfactory, Regional Manager sends a copy to the regulatory agency for approval, and lets the consumers know that the plant is back to normal operations.

Standby Power Requirements

Standby Power	The WTP has a 60 kW stand-by generator for backup power.

Drinking Water Treatment Chemicals & Disinfectants

Chemicals & Disinfectants

WTP
Diesel fuel
Sodium Hypochlorite – 2 x 55 gals

Basic System information

System Identification Number (PWS ID)	5360299
System Name and Mailing Address	Useppa Island Club WTP P.O Box 640 Bokeelia, FL 33922
GPS Coordinates	26°39'43.84"N 82°12'44.74"W
Basic Description	Water is sourced from 2 ground water wells. Reverse Osmosis plant has a blend rate of 6 gpm and finished water is stored in a 100,000 gal ground storage tank.
Population Served and Service Connections.	151 connections, population served: 200
System Owner	Useppa Island Club President – Donald Beckstead
Management Authority	Useppa Island Utilities Company dbeckstead@useppa.com 239-283-1061 x 2630
Name, Title, and Phone Numbers of Person Responsible for Maintaining and Implementing the ERP	Jonathan Schmidt US Water Route Operations Manager Cell: 239-209-7343 Email: jschmidt@uswatercorp.net

System Demand

WTP	
Current Demands	Max Day 92,000 gpd Average Day 35,654 gpd
Design Capacity	63,000 gpd

Well Information

WTP				
Well	**Well ID.**	**Location**	**Well Dia. (in)**	**Depth Drilled**
1	AAD5763	WTP	6"	320'
2	AAD5762	WTP	6"	320'

Location of Pertinent Information

Item	Location
Distribution System Map	Operation and Maintenance Manual kept at the water treatment plant
O&M Manual	Water treatment plant
Start-Up / Shut-Down Procedures	Operation and Maintenance Manual kept at the water treatment plant

High Service Pumps

	Pump	Motor HP	Capacity GPM	Type
WTP	1	10	140	Centrifugal
	2	10	140	Centrifugal

Finished Water Storage

Name of Storage Unit	Total Storage Capacity: 101,000 GPD One 100,000 gal ground storage tank and one 1,000 gal hydropnumatic tank at the WTP.
Location (Street)	
Location (GPS)	
Type (ground, elevated, etc.) & Capacity	

OPERATION AND MAINTENANCE MANUAL

Prepared For:

Useppa Island Club
Water System
8115 Main Street
Bokeelia, FL 33922

PWS ID No. 5360299

Prepared by:

U.S. Water®
Services Corporation

4939 Cross Bayou Boulevard
New Port Richey, Florida 34652

August 2023

INTRODUCTION

This manual is intended to serve as a ready reference to the plant operator on operation and maintenance procedures, as well as preventive maintenance and repair procedures for all plant equipment; to ensure the water supplied is safe for human consumption and that it meets the health based standards and other regulatory requirements.

The manual also contains procedures for notification of state and local regulatory officials on any abnormal operating conditions including breakdown of treatment or disinfection facilities, any security breach, sabotage or other emergencies.

Operation and maintenance procedures will vary with the conditions of the water treatment system. The operations and maintenance personnel will have to adapt the information and procedures in this manual to the particular situation.

Copies of Rules 62-550, 62-555 and 62-602, F.A.C. are also attached to the Manual for reference.

WTP MALFUNCTION / ABNORMAL EVENT REPORT

Please note for accordance with the **Florida Administrative Code (F.A.C.) Rules.** **This form is provided for your convenience only.** **You may complete this form and FAX it to the Wastewater Section at (239) 332-6969 or email to Keith.Kleinmann@dep.state.fl.us. If spill is greater than 1000 gallons you MUST call State Warning Point at 1-800-320-0519.** **All items in red below are requirements by rule that must be completed.**

FACILITY NAME:		**COUNTY:** *Lee*	
PERMIT NUMBER:		**REPORTER PHONE:**	
REPORTER NAME:		METHOD OF CONTACT:	
REPORTER ADDRESS:		**RESPONSIBLE PARTY PHONE:**	
RESPONSIBLE PARTY:		**RESPONSIBLE PARTY ADDRESS:**	

DEP: ☐	**DATE:**	**TIME:**	**PERSON CONTACTED:**	
STATE WARNING POINT: ☐	**DATE:**	**TIME:**	PERSON CONTACTED:	
OTHER: ☐	**DATE:**	**TIME:**	PERSON CONTACTED:	

SPILL INFORMATION

SPILL CHARACTERISTIC	SOURCE		AREA AFFECTED
☐ RAW WASTEWATER	☐ LIFT STATION # ____	☐ SURGE TANK	☐ STORM WATER
☐ EFFLUENT	☐ LINE BREAK	☐ AERATION TANK	☐ SURFACE WATER/ ____
☐ MIXED LIQUOR	☐ FILTER	☐ CLARIFIER	☐ GROUNDWATER
☐ SLUDGE	☐ DISPOSAL SYSTEM	☐ DIGESTER	☒ ON GROUND
☐ OTHER* ***reuse***	☐ OTHER* ____	☐ OTHER* ____	☐ OTHER/ ____

DATE / TIME DISCHARGE OCCURRED: ____

AMOUNT OF DISCHARGE (1) ____ **TOTAL GALLONS OR** (2) ____ ***gallons*** PER ***hour*** FOR ____ ***hours***.

ONGOING: ☐ **CEASED:** ☐

PHYSICAL LOCATION/ ADDRESS/ OTHER REFERENCE:

MALFUNCTION/CAUSE

		WEATHER
☐ POWER OUTAGE	☐ RAS LINE	☐ LIGHTNING
☐ PUMP FAILURE	☐ LEAK	☐ HEAVY RAINFALL
☐ DISINFECTION SYSTEM FAILURE	☐ SWITCH/TIMER FAILURE	☐ HIGH WINDS
☐ CLARIFIER FAILURE	☐ FILTRATION SYSTEM PROBLEM	☐ TROPICAL STORM: ____
☐ FILTER BYPASS	☐ CLOG OR BLOCKAGE	☐ HURRICANE: ____
☐ BLOWER FAILURE	☐ LINE BREAK	☐ OTHER: ____
☐ OTHER* ____	☐ OTHER* ____	

EXPLAIN:

EFFLUENT LIMIT VIOLATIONS

☐ Cl_2 ____ MG/L	☐ TURBIDITY ____ NTU	☐ PH ____ SU
☐ TSS ____ MG/L	☐ NO_3 ____ MG/L	☐ $CBOD_5$ ____ MG/L
☐ OTHER* ____	☐ FECAL COLIFORMS ____ CFU/100ML	☐ ABNORMAL FLOW ____ MGD

CORRECTIVE / REMEDIAL ACTION BEING TAKEN

☐ AUXILIARY POWER SYSTEM ON-LINE	☐ BACK-UP ON-LINE	☐ NOTIFIED LOCAL AUTHORITIES
☐ DISINFECT WITH ____	☐ SAMPLES TAKEN	☐ NOTIFIED STATE WARNING POINT
☐ BYPASS	☐ RESTORE POWER	☐ NOTIFIED DEP
☐ CONTAINED ON-SITE	☒ REPLACE EQUIPMENT/SUPPLIES	
☐ OTHER* ____	☐ VAC TRUCK/DESTINATION: ____	

REMEDIAL ACTION BEING TAKEN / ESTIMATED TIME FOR COMPLETION OF REPAIRS:

* PLEASE EXPLAIN IN DETAIL IN THE LINE PROVIDED.

EMERGENCY CONTACT LIST

Organization or Department	Name	Telephone	Cell Phone or Fax	E-mail
Lead Operator	Jonathan Schmidt	-	239-209-7343	jschmidt@uswatercorp.net
Regional Manager	Lina Quintero	727-858-2396	239-543-2226	lquintero@uswatercorp.net
Regional Maintenance Manager	Steve Stanton	239-209-6120	239-208-7209	sstanton@uswatercorp.net
State Watch Office	Duty Officer	1-800-320-0519	-	-
County Health Department	Lee County	239-332-9501	-	-
DEP District Office	South District	239-344-5600	850-412-0590	-
County Emergency Management Dept.	Operations Center	863-385-1112	-	-
Local Law Enforcement	Duty Officer	911	911	-
Fire Department	Duty Officer	911	911	-
Emergency Medical Services	Duty Officer	911	911	-
National Spill Response Center	Duty Officer	800-424-8802	800-424-8802	-
American Red Cross	Sebring	863-314-6743	-	-

Instructions:

a. The appropriate DEP District Office has to know as soon as possible about the occurrence of any abnormal color, odor, or taste in the system's raw or finished water.

b. The appropriate DEP District Office has to know as soon as possible about the failure of the system to comply with applicable disinfection requirements.

U.S. Water Services Corporation

c. Suppliers of water shall telephone the SWP at 1-800-320-0519 immediately after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving the public water system.

d. Supplier shall notify the appropriate DEP or ACHD about the breakdown of any water treatment or pumping facilities, or the break of any water main in the system.

e. The State Department of Environmental Protection and Health and Rehabilitative Services shall be contacted to insure that steps taken in case of emergency are sufficient to protect the public, and corrective measures are appropriate for any contamination.

SAFETY RELATED EMERGENCIES: 911

HAZARDOUS WATER EMERGENCIES: 911

1.0 System Description

System Identification Number (PWS ID)	5360299
System Name and Mailing Address	Useppa Island Club WTP P.O Box 640 Bokeelia, FL 33922
GPS Coordinates	26°39'43.84"N 82°12'44.74"W
Basic Description	Water is sourced from 2 ground water wells. Reverse Osmosis plant has a blend rate of 6 gpm and finished water is stored in a 100,000 gal ground storage tank.
Population Served and Service Connections.	151 connections, population served: 200
System Owner	Useppa Island Club President – Donald Beckstead
Management Authority	Useppa Island Utilities Company dbeckstead@useppa.com 239-283-1061 x 2630
Name, Title, and Phone Numbers of Person Responsible for Maintaining and Implementing the ERP	Jonathan Schmidt US Water Route Operations Manager Cell: 239-209-7343 Email: jschmidt@uswatercorp.net

1.1 Chemicals

Hypo-chlorinated with two 55 gal tanks. The feed rate is 1.75 via a Stenner pump. Chlorine is injected into the degasifier.

1.2 Sampling and Monitoring

All analytical testing is performed by laboratories that have been certified in drinking water by the Florida Department of Health. All on-site tests are performed by an operator certified by the State of Florida.

1.3 Plant Operating Staff

5 visits per week required.

Lead operator shall be available to be contacted during all periods of plant operation to initiate the appropriate action in a timely manner.

Introduction

Maintenance is a continuous job. The water treatment plant maintenance program is an important part of plant operations. The purpose of maintenance is to protect structures and ensure that all equipment will function properly.

System Maintenance

DAILY MAINTEANACE CHECKLIST

- Read meter of each well at about same time and record daily pumpage.
- Inspect the compressor daily.
- Make proper entries to your daily log sheet.
- Collect samples for laboratory analysis, as required.
- Clean outside grounds-trim and cut grass and shrubs as necessary.
- Make sure chlorine is being delivered at proper rate.
- Make sure all other chemicals (if any) are being delivered at proper rate
- All piping should be kept as clean and free of debris as possible.

WEEKLY MAINTENANCE CHECKLIST

- All switches should be checked for dryness and corrosion.
- Clean all chemical injection points once a week.

MONTHLY MAINTENANCE CHECKLIST

- Check safety devices. Repair if necessary.
- Prepare monthly report of operations and laboratory analyses.
- Check all pipe connection between tanks. Fix all leaks.

ANNUAL MAINTENANCE CHECKLIST

- Valves should be exercised at least annually to ensure that they are working on the right way, and they can be repositioned in emergency situations.

- The tanks shall be checked once a year to ensure that hatches are closed and screens are in place.

- Tanks shall be cleaned at least once every five years to remove biogrowths, calcium or iron/manganese deposits, and shall be inspected for structural and coating integrity at least once every five years by personnel under the responsible charge of a professional engineer licensed in Florida.

- Clean all pumps.

- Check all connections.

- Check power and control cables for pumps, nicks and evidence of damage. Replace as necessary.

A well planned and conscientiously implemented preventive maintenance program will apply effective control procedures to detect early symptoms of trouble and help ward off costly major breakdowns and attendant downtime. Such a program is practical, since it encourages economical operation. Above all, such a program results in dependable equipment operation, less downtime, longer equipment life, and lower overall costs. Preventive maintenance of motor controls consists of regularly scheduled inspections, required minor maintenance, and system records for future reference. The exact maintenance requirements and schedules for the pumping system cannot be predicted before installation. The following key factors and maintenance decisions must be weighed when establishing a maintenance program.

a. If a high degree of reliability is required of the equipment, inspections and maintenance procedures should be performed more frequently.

b. Older equipment may require more frequent inspections.

c. Adverse environmental conditions will significantly increase the need for inspection. If the environment is moist or humid, or if the area is subject to salt spray or coastal conditions, inspection should be much more frequent. If the enclosure or building has not heating system or ventilating system, condensation may be a problem requiring more frequent inspection. The use of unfiltered air for ventilation can pose a dust problem if the surrounding area is sandy or dusty.

d. Systems in which pumps and motors are operating continuously, or nearly continuously, should be inspected more frequently than those subject to light or intermittent duty.

e. Maintenance supervisors must weigh the costs of inspections against the cost of failure. Those systems which receive heavier use are more likely to be damaged as a result of failure and attendant flooding then those which receive light use.

f. The experience of maintenance personnel with other electrical equipment under similar conditions should also be considered.

Other items should be added to the checklist as you gain experience with the plant and its peculiarities.

Note: When performing any of the listed checklists, always refer to the included manufacturer's manual for detailed specific instructions.

STANDARD OPERATING PROCEDURES FOR OPERATION OF WATER TREATMENT FACILITIES

1. Plants must be visited during light.

2. Record in the logbook and daily field sheet the time in and out, sign your name and operator's license number.

3. Check all plant equipment to ensure proper operation. Report any equipment malfunctions to the lead operator.

4. Operate the facility within the guidelines of FDEP (Florida Department of Environmental Protection) and the company's operating protocol.

5. Operate emergency generator (if any) in accordance with FDEP auxiliary power requirements, check and record in logbook the weekly generator fuel level. Notify lead operator when fuel level is below ¼ full.

6. Check storage tanks levels periodically.

7. Perform general housekeeping duties such as picking up and disposing of trash and debris.

8. Fill chemical tanks as necessary to provide for uninterrupted chemical dosage.

9. Clean chemical injection points when necessary, but not less than once per week.

10. Lubricate plant equipment as necessary or as directed by the lead operator.

11. Perform compliance sampling in accordance with the company protocol, FDEP and WMD requirements, as well as any requirements from other appropriate regulatory agencies.

12. Notify the regional office (while on site) or regulatory agency of any abnormal events which occur at the facility and record in log book.

13. Verify that required records are maintained on site. For example: Lab Certification, Operator License, Water Use Permit, Operating Permit, Operating Protocol, Bacteriological Sampling Plan, MSDS Sheets, NSF Certifications, etc. Notify lead operator if any records are missing and obtain replacement documents as necessary to insure that all required records are maintained on site.

14. Calibrate chlorine and pH meters and record calibration on instruments in field sheet and in the facility logbook in accordance with FDEP requirements and the company operating protocol.

15. Conduct safety inspections on a regular basis; follow safety rules for plant operations.

16. Communicate effectively with other operators and supervisors on the status of the water system.

17. Record and calculate all ETM run times.

18. Record in the logbook any adjustment to chemical dosages, feed rate, pumping rates or any other operational adjustments.

19. Record the flows in the logbook and daily field sheet for the individual facility operation. For example: potable water, raw water, backwash water, reject flow, recycled flows.

20. Measure and record in the logbook and daily field sheet the following items: Free chlorine residual at the point of entry and the designated remote sampling point.

21. Measure and record in the logbook and daily field sheet the pH at the point of entry.

22. Record pressure reading in the logbook and daily log sheet. For example: Well pressure, reject pressure, concentrate pressure, effluent discharge pressure, etc.

23. Record in the logbook and daily field sheet the air to water ratio of the Hydropneumatic tank and the water levels of the other storage tanks.

PLANT OPERATOR'S DUTIES

- A certified operator is responsible for performing treatment plant operation and maintenance duties in a responsible and professional manner consistent with standard operating practices in order to meet state standards and rules, and to protect public health and the environment. (62-602.650)

- Have familiarity with all aspects of the treatment and distribution operation of the water system.

- Properly operate and maintain the facility and systems of the treatment and control (and related appurtenances) that are installed or used by the supplier of water to achieve and maintain compliance with the conditions of the permit.

- Operation of backup or auxiliary facilities or similar systems to achieve compliance with conditions of the Local Regulatory Agency.

- Be responsible for setting, measuring, and recording of all chemical additions.

- Order chemicals and fill chemical feed tanks as necessary.

- Clean, flush, disinfect and test the water distribution system and storage tanks as needed.

- Review the sample monitoring schedule and locations quarterly.

- Inspect systems within 24 hours of fecal or second Total Coliform positive results or other water system failures.

- Attend all inspections conducted by regulatory agency personnel.

- If for any reason the operator cannot comply with, or will be unable to comply with any conditions or limitations in the operation of the system, he shall immediately notify the owner, in writing of the following:

  a. A description of and cause of the non-compliance.

  b. Period of non-compliance, including exact dates and times or if not corrected, the anticipated time of non-compliance is expected to continue, and steps being taken to eliminate.

- Perform responsible, efficient and effective on-site management and supervision over plant personnel within the operator's responsibility.(62-602.650(1))

- Submit all required reports in the manner required by the Department in Rule or the supplier of water. (62-601.300)

- Report to the supplier of water and the Department of Environmental Protection or the local approved regulatory agency by wire or telephone any serious plant breakdown or condition causing or likely to cause serious, inefficient or unsafe treatment plant operation, or discharge of water or wastewater in a manner not authorized as soon as possible, but no later than within 24 hours following this occurrence or condition. (62-602.650(3))

- Submit accurate reports relative to treatment plant operation, sampling and laboratory analysis.

- Perform preventive maintenance and either repair or request that the responsible authority repair equipment as needed to keep the treatment plant operating as permitted.

- Maintain an operation and maintenance log for each plant, in a location accessible to 24 hour inspection and protected from weather and current to the last operation and maintenance performed. This log may be required to be submitted to the Department and the approved local program on a periodic basis. The log, at a minimum, shall include: identification of the plant, the signature and certification number of the operator; date and time in and out; specific operation and maintenance performed; tests performed and samples taken and major repairs made. (62-602.650(4))

- Records of monitoring information shall include:

  a. The date, exact place, and time of sampling or measurement;

  b. The person responsible for performing the sampling or measurement;

  c. The date(s) analyses were performed;

  d. The person responsible for performing the analyses;

  e. The analytical techniques or methods used; and

  f. The results of such analyses.

- An Operation and Maintenance Manual for this facility should be available at the plant for use by the operation and maintenance personnel. (62-655.350(13))

SAFETY

Introduction

The primary objectives of safety is protecting human health and ensuring good water supply to the consumer. The plant operator should acquaint himself with the hazards associated with plant operation and maintenance, and take the necessary steps to avoid them.

Plant Safety:

1. Security measures shall be installed and instituted as required by the reviewing authority. Such measures, as a minimum, shall include means to lock all exterior doorways, windows, gates and other entrances to source, fencing, signage and alarms.
2. Follow the Company's Lock Out / Tag Out Policy when working on electrical equipment.
3. Check electrical equipment for proper grounding and exposed wires.
4. Practice good housekeeping to help prevent falls.
5. Avoid tripping hazards, keep surrounding area mowed and keep exposed chambers to a minimum while servicing.
6. Fix or replace corroded grates and handrails.
7. Follow the Company's Confined Space Policy.
8. Learn how to properly lift materials and know your limit.
9. Extinguish all cigarettes or other smoking materials before lifting a manhole or wetwell cover.
10. Post "No Smoking" signs where a potential fire hazard exists.
11. Wear safety shoes when working around the plant.
12. Do not remove protective guards on rotating equipment.
13. Close all openings after repairs or replacements are complete.

Human Health:

1. Infection can be prevented by vigilance, personal cleanliness and prevention of any possible cross-connections between drinking water and wastewater or raw water pipes.
2. Do not smoke or eat before washing your hands.
3. Wear protective equipment and clothing when necessary.

Electrical Equipment:

1. Follow the Company's Lock Out / Tag Out Policy when working on electrical equipment.
2. Keep all electrical controls accessible and well marked.
3. Never use metal ladders around electrical equipment.
4. Work in pair around electrical equipment.
5. Handle breaker wires as though they are "live" wires.
6. All electrical cords should be in good condition.
7. Wear protective gloves.
8. When in doubt about operating procedure or repairs, ask for help.

Chlorine:

The plant operator must take certain precautions when handling chlorine. Chlorine is a light, yellow-green liquid with penetrating odor. It is an extremely active chemical element which is damaging to the eyes, mucous membrane, respiratory system, and skin.

1. Do not breathe fumes or mist.
2. Know the location of all safety showers and eye wash facilities.
2. Wash thoroughly after handling any chemical product, before eating or drinking

4. Do no get in eyes or skin, any contaminated clothing should be removed and the skin flushed with water.
5. Use protective gloves like rubber or plastic

6. Use chemical goggles and face shield.

7. Promptly clean up all chemical spills following safe handling procedures.

ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 12/01/16

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier
Product name: Ultra-CHLOR
Product code(s): 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach
REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against
Uses: Cleaner, Disinfectant, Biocide and Sanitizer
Uses Advised Against: None

1.3 Details of the Supplier and of the Safety Data Sheet (SDS)
Odyssey Manufacturing Co.
1484 Massaro Boulevard
Tampa, Florida 33619
+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:
1-800-ODYSSEY (Florida)
1-813-635-0339 (Outside Florida)
1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture
Classification REGULATION (EC) No 1272/2008
Skin Corrosiveness: 1B; Skin Irritant: 2
Eye Irritant: 2
Aquatic Acute: 1
Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements
Labeling Regulation (EC) No 1272/2008
Hazard pictograms

Signal word: **DANGER**
Hazard statements:

H314 – Causes severe skin burns and eye damage
H319 – Causes serious eye irritation
H400 – Very toxic to aquatic life
[Prevention] P260 – Do not breathe dusts or mists.
P264 – Wash hands or any exposed skin areas thoroughly after handling.
P273 – Avoid release to the environment.

P280 – Wear protective gloves/protective/clothing/eye protection/face protection.

[Response] P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
P363 – Wash contaminated clothing before reuse.
P304 + 340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P310 – Immediately call a POISON CENTER or doctor/physician.
P305 + P351 + P338 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337 – If eye irritation persists: Get medical advice/attention.
P391 – Collect spillage.

[Storage] P405 – Store locked up.

[Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC

Risk phrases: R31 – Contact with acids liberates toxic gas.
R34 – Causes burns.
R36/38 – Irritating to eyes and skin.
R50 – Very toxic to aquatic organisms.

Safety phrases: S1/2 – Keep locked up and out of the reach of children.
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 – After contact with skin, wash immediately with plenty of soap-suds.
S37/39 – Wear suitable gloves and eye/face protection.
S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
S50 – Do not mix with acids or other incompatible materials (refer to section 10).
S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances
Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 20.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31: N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
79.7 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.

Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful is inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excel of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at *(800) 320-0519* ***AND the National Response Center at *(800) 424-8802 or (202) 267-2675* ***within 15 minutes***!!!***

In the event of a spill, contact either hazardous chemical response company or Odyssey Manufacturing for assistance.

6.4 Reference to other sections
For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling
Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for listing and transporting all containers.

Advice on protection against fire and explosion
Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities
Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses
Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m^3 TWA; skin	0.5 ppm as CL_2 TWA; 1 ppm as CL_2 STEL, A4	2 mg/m^3 STEL
Sodium Hydroxide	1310-73-2	2 mg/m^3 TWA	2 mg/m^3 Ceiling	

8.2 Exposure controls
Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide. Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXILOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDLo - 1gm/ kg oral (woman)
TDLo - 45mg/kg intravenous (man)
LD_{50} - 5,800 mg/kg (mouse)
LD_{50} - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m3 causes burning of the nose and throat; 40-60 mg/m3 may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult – 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9)
DNA repair – Escherichiacoli 20 µg/ disc;
DNA damage – Esoherichiacoli 420 µmol/L;
Phage inhibition capacity – Esoherichiacoli 103 µg/ well
Micronucleus test - non-mammalian species multiple 200 ppb
Cytogenetic analysis - non-mammalian species multiple 120 µg/ L
Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)
Sister chromatid exchange – human embryo 149 mg/ L

Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard

No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure

No data available

Specific organ toxicity - repeated exposure

May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information

RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects

Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish:	LC_{50} – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L
	LC_{50} – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)
Acute toxicity to aquatic invertebrates:	EC_{50} – Daphnia magna (Water flea), 96 h: 2.1 mg/L
	LC_{50} – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L
Acute toxicity to aquatic plants:	LC_{50} – Algae, phytoplankton, algai mat (Algae), 96 h: 90 µg/L (mortality)
	EC_{50} – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L
Acute phytotoxicity, aquatic plants:	Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L
Acute toxicity, miscellaneous aquatic:	Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability

Biodegradability

The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available

Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Packing Group:	III
NAERG:	Guide #157
Packaging Authorizations:	Non-Bulk: 49 CFR 173.203; Bulk: 49 CFR 173.241
Packaging Exceptions:	49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III
Marine Pollutant:	NO
EMS Number:	F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III
Quantity Limitations:	49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III

Marine Pollutant: Yes (Refer to Refer to 171.4 and 172.322 for further guidance)
Signal Word: DANGER
Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)

SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory. This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depletors.

This product does not contain any Class 2 Ozone depletors.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI .

Canada

WHMIS Hazard Symbol and Classification:

Class E – Corrosive material – Corrosive to skin

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the MSDS contains all the information required by the Controlled Products Regulations.

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL).	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

*"Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.
*"No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

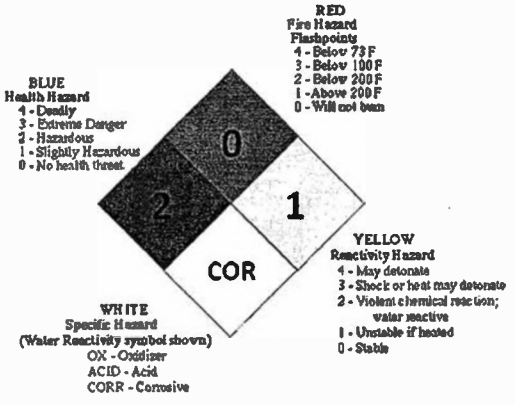
Hazardous Material Information System (HMIS)

HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard	2 = MODERATE
0 = INSIGNIFICANT	3 = HIGH
1 = SLIGHT	4 = EXTREME

National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this MSDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.

MOTOR SERVICING

LUBRICATION

Excessive lubrication can damage electric motors. Lubricate the motors only in accordance with the guidelines contained in the motor instructions.

MOTOR REMOVAL AND INSTALLATION

Motor removal procedure varies with the type of enclosure provided.

WARNING

This equipment is under automatic control. It can start without warning unless precautions are taken to de-energize electrical circuits. The equipment contains more than one source of power. More than one disconnect is required to completely de energize the equipment for servicing.

a De-energize the electrical circuits to the motor by opening the related pump motor branch circuit and turning off other controls. Tag and padlock the control to prevent accidental startup by other maintenance personnel.

b. Remove the cover from the motor conduit box and disconnect the leads in the box. Disconnect the conduit which interconnects the control panel and the motor conduit box.

c Remove the belt guard and loosen the bolts that tension the drive belt to provide sufficient slack to permit belt removal.

d Use a rope sling around the motor and support the weight of the motor with a crane, hoist, or tow truck cable.

e. Remove the bolts and nuts which secure the motor to the mounting base. Hoist the motor from the mounting base.

f. Reinstallation of the motor is the reverse of removal. After making electrical connections, and before installing the belt(s), check direction of motor rotation to ensure that it coincides with the required direction of the pump. If necessary, disconnect power and interchange any two line leads if motor direction is incorrect. After installation make sure that the V-belts are properly aligned and tensioned.

MOTOR CONTROL PREVENTIVE MAINTENANCE GUIDE

WHAT TO INSPECT	WHAT TO INSPECT FOR
• Exterior and Surroundings	• Dust, grease, oil, high temperature, rust and corrosion, mechanical damage, condition of gaskets.
• Interior of Enclosure	• Same as above, plus inspect for loosened nuts, bolts and other mechanical connections.
• Contactors, Relays, and Solenoids	• Check control circuit voltage, inspect for excessive heating of parts evidenced by discoloration of metal, charred insulation or odor, check freedom of moving parts, remove dust, grease, and corrosion, tighten loose connections.
• Contact Tips	• Check for excessive pitting and roughness. Do not file silver contacts.
• Springs	• Check contact pressure. Pressure must be the same on all tips.
• Flexible Leads	• Look for frayed or broken strands. Be sure lead is flexible, not brittle.
• Arc Chutes	• Check for breaks or burning.
• Bearings	• Check for freedom of movement.
• Coils	• Look for signs of overheating, charred insulation, or mechanical injury.
• Magnets	• Clean faces. Check shading coil. Check for misalignment bonding.
• Fuses and Fuse Clips	• Check for proper rating. Check fuses clip pressure.

• Overload Relays	• Check for proper heater size. Tighten heater coil connection. Inspect for dirt and corrosion.
• Push-button and Selector	• Check contacts. Inspect for dirt, grease, and corrosion switches, and Pilot Devices.
• Dashpot-type Timer	• Check for freedom of movement.
• Resistors	• Check for signs of overheating. Tighten loose connection. Tighten sliders.
• Connections	• Tighten main line and control conductor connections. Look for discoloration of current carrying parts.
• Control Operation	• Check sequence of operation of control relays. Check contactors for flash when closing, and adjust to eliminate contact bounce if necessary. Check pressure switches, temperature switches, etc.

> **Warning**
>
> The electrical power supplied to this equipment is high enough to cause injury or death. Take care to prevent contact with electrical circuits when performing maintenance, troubleshooting, or repair. Disconnect power before connecting, or servicing electrical components. Check to ensure circuits are dead before making physical contact with current carrying parts.

Personal safety is a primary consideration when servicing motor controllers. Always observe all standard safety precautions. When adjusting or repairing a control, be sure the supply voltage has been removed from the motor starter. Tag operating handles, remove fuses or lock out circuit breakers personally. Never rely on others for these procedures where your safety is concerned. Always use proper safety equipment and tools, and have protective equipment (rubber gloves, mats, grounding sticks, etc.). Check periodically to ensure that proper insulation levels are maintained. Also make sure all control safety interlocks are functional, and that equipment ground connections are tight.

CONTROL CABINETS

Keep control enclosures free of dust or any grease on the face of the panel as well as inside. Dirt can cause faulty relay operation and can be a source of corrosion of metal parts. Connecting wires coming from conduits and cable should be neatly arranged at terminating points, and laced into a fanned cable for troubleshooting or replacement of circuits.

CLEANING

Keep motor controls clean. Dust, dirt, and grease must be removed periodically from the controller. Dust or grease can become lodged in auxiliary relay contacts or interlocks and may prevent a circuit from functioning. In addition, dust may contain conducting materials, which could form unwanted circuit paths resulting in current leakage or possible grounds or short circuits. Blow out dust with dry compressed air, and check the surrounding area for sources of dust, oil, or corrosive vapors.

MECHANICAL PARTS

Moving mechanical parts should operate easily without binding or excessive friction. Check operation of each contactor and relay by hand and, at the same time, look for loose pins, bolts, or bearing. Do not lubricate bearings. Bearings on electrical controls are designed to operate without lubrication. Oil or grease on the bearings will cause dirt to accumulate, resulting in sluggish action and possible failure.

Check terminal screws for tightness, since loose connections may develop at any time. Check main line connections and control connections on a regularly scheduled basis.

CONTACTORS

Contactors need the most attention. Be sure contact springs maintain the proper contact pressure. If contacts are allowed to wear too thin, spring pressure decreases and overheating of the contacts results. Check spring pressures. If pressure at one pole is considerably lower than that at the other poles, the spring is weakened and should be replaced.

Do not file silver contacts except in extreme cases when they become severely roughened. Silver oxide, which sometimes forms on the contact surfaces, does not have to be removed because it is a good conductor.

COILS

Operating coils for AC contactors function satisfactorily over a range of 85 to 110 percent of their rated voltage. Higher voltages will cause coils to operate at a higher temperature, which results in a shorter coil life. In addition, the contactor or relay will operate with unnecessary force causing more mechanical wear and bounce when closing.

An excessively low voltage supply to a coil causes contactors and relays to operate sluggishly. Because of the weakened magnetic force, contacts may not "make" firmly, which could result in overheating and welding together of contacts. Also, if the voltage is too low to allow complete closure of a contactor or if the contactor or relay is blocked open, the coil will draw an excessively high current resulting in coil burn-out.

OVERLOAD RELAYS

In general, maintenance requirements for overload relays include checking that heater elements are tight and that the relay will operate dependably when necessary. To ensure reliable operation, relays should be tested and calibrated every one to three years. Special equipment is required for testing and an outside service company should be called in to perform the relay tests.

FUSES

Important steps in fuse maintenance include a periodic check of fuse clips to make sure that ferrules are in good contact with clips. Also look for corrosion or overheating at fuse clips. Hot fuses or clips usually indicate either poor contact or an overloaded fuse that may be close to blowing. Keep a supply of fuses of proper ratings on hand for fast replacement of blown fuses.

CIRCUIT BREAKERS

Molded-case circuit breakers require little maintenance. They should be kept free of dust and grime to ensure proper mechanical operation. Inspect circuit breakers regularly, including dynamic tests. Check the tightness of all connections. Every three or four years, check operating trip settings with special load-testing instruments. These tests are often performed by electrical maintenance contractors or special service organizations. When these tests are performed, it is advisable to load-test overload relays.

MOTOR CONTROL TROUBLESHOOTING

GENERAL

Troubleshooting modern motor controls can be a tedious, time-consuming procedure, or it can be as simple as A-B-C. The difference lies in the approach. When trouble occurs in a motor controller, the electrician may hunt and peck trying to find the difficulty in a disorganized fashion. As a result, the motor starter, the pump motor, and all related systems suffer excessive downtime causing general dissatisfaction. On the other hand, a practical systematic approach is the key to consistent, effective troubleshooting.

Although successful troubleshooting of motor control circuits is possible without a full understanding of the circuitry, consistent rapid troubleshooting is dependent on a thorough understanding of its operation. Also, a general knowledge of motor controllers is essential. This includes a working knowledge of types available, their applications, characteristics, and considerations such as proper installations, National Electrical Code requirements, rating, types of enclosures, etc.

TROUBLESHOOTING THE ELECTRICAL SYSTEM

SYMPTOMS	POSSIBLE CAUSE	REMEDY
Motor Fails to Star	• Motor breaker and/or control breaker tripped	• Check and reset breaker
	• Overload tripped	• Check and reset overload relay in starter
	• Improper current supp	• Check to see that power supplied agrees with motor nameplates; if power does not agree, make necessary changes to have motor nameplate and incoming power agree
	• Open circuit in winding switch or repulsion induction brushes; check and connections	• Indicated by humming sound when starting switches closed; motors may spark at repair loose wiring starting switch inside; also, see if motor is closed
	• Mechanical failure	• Check to see if motor and drive turn freely; check bearings and lubrication
	• Short circuited starter	• Indicated by tripped breaker; motor must be rewound
	• Poor starter coil connections	• Remove end bells, locate with test lamp and repair
	• Rotor defective	• Look for broken bars or end rings
	• Motor may be overloaded	• Reduce load
	• If three phase, one phase may be open	• Check lines for open phase
	• Defective capacitor	• Check for short circuit, grounded, or open capacitor, and replace as necessary
	• Worn or sticking brushes on repulsion induction motors	• Check for wear and correct brush pressure; clean commutator if dirty
	• Starter heaters	• Check starter heaters and reset
	• Hand off switch	• Switch for automatic to manual; if manual OK, check control circuit breaker
	• Time clock	• Check time clock settings and control circuits
	• Loss of Supply Voltage	• Check voltage across all phases above circuit breakers
	• Pump motor branch circuit breaker open or tripped	• Check voltage below circuit breakers (all phases) with circuit breakers closed
	• Defective starter	• Select manual operation and check voltage across starter coil; if correct voltage is measured, control circuit is open (Also check with switch in auto)
	• Loose or poor connections	• Make visual inspection of all connections in control circuit or make spot circuit checks
	• Poor contact	• Open circuit breaker, close magnetic switch by hand and examine contactors and springs

SYMPTOMS	POSSIBLE CAUSE	REMEDY
(Continued) **Motor Fails to Start**	• Open line circuit in pump motor branch circuit	• Check voltage at T1-T2-T3; check magnet contact
	• Open circuit in pump motor branch circuit	• Check voltage at motor leads
	• Leads improperly connected	• Check lead numbers and connections
Motor Stalls	• Overloaded motor	• Reduce load
	• Low motor voltage	• Maintain nameplate voltage
Motor Runs and Then Dies Down	• Power failure	• Check for and repair loose connections to line, to breaker, and to control
Motor Does Not Come Up To Speed	• Starting load too high	• Check load motor is supposed to carry at start and reduce if necessary
	• Open primary circuit	• Locate fault with test equipment and repair
	• Low or incorrect voltage	• Check voltage at T1, T2, and T3 in control panel and at motor leads
	• Incorrect connection at motor	• Check for proper lead connections at motor, compare with connection diagram on motor
	• Mechanical overload	• Check impeller setting. Check for a locked or tight shaft
	• Hydraulic overload	• Check impeller setting. Check GPM against pump capacity and head
Motor Takes To Long To Accelerate	• Excess loading	• Reduce load
	• Poor circuit	• Check for high resistance and repair
	• Defective squirrel cage rotor	• Replace with new rotor
	• Applied voltage too low	• Have power company to increase power tap
Motor Has Wrong Rotation	• Wrong sequence of phases	• Reverse connections (two of the three) at the **Direction of** motor or at the starter
Heaters Burning	• Motor overloaded	• Check mufflers for obstruction; Check pumps or blowers for binding or rust accumulation
Motor Runs Hot	• Inadequate ventilation	• Ensure adequate supply of fresh air; Check air blast through motor by feeling air discharge at the bottom of motor
	• Overload	• Check load with ammeter
	• Unbalanced supply voltage	• Check supply voltage phases with voltmeter

SYMPTOMS	POSSIBLE CAUSE	REMEDY

Motor Vibrates	• Pulleys misaligned	• Check pulley alignment
•	Worn lineshaft bearings or	• Disconnect motor from pump and run motor
•	Hydraulic disturbance in	• Check isolation joint in discharge piping near
•	Cavitation at pump suction due to insufficient NPSHA	• Alter installation to (Net Positive Suction Head Available)
•	Impeller out of balance •	Check mechanical (static) balance
•	Pump and motor misalign-ment	• Realign pump and motor
•	Obstruction in pump impeller	• Remove obstruction
•	Worn pump bearings	• Replace bearings
•	Impeller imbalance due to wear or corrosion	• Replace impeller
•	Motor imbalance	• Replace motor
•	Baseplate loose on strength to support the load	• Tighten baseplate or replace or strengthen
Motor Noisy	• Worn thrust bearing	• Remove dust cover, rotate rotor by hand and make visual examination of balls and races. (Bearing noise is usually accompanied by a high frequency vibration)
•	Electrical noise	• Most motors are electrically noisy during the starting period; This noise should diminish as motor reaches full speed
•	Pump and motor misalign-ment	• Realign pump and motor
•	Pump cavitation	• Increase NPSHA
•	Baseplate loose or not grouted	• Remove baseplate
•	Worn pump bearings •	• Replace pump bearings
•	Motor bearings worn or fan rubs housing	• Replace motor bearings or adjust housing
•	Foreign matter in pump	• Remove foreign matter
•	Broken shaft	• Replace shaft
•	Liquid velocity in pump or valves due to greater liquid flow than anticipated	• Enlarge piping
•	Pump impeller imbalance due to wear	• Replace impeller
Contacts Chatter	• Broken pole shader	• Replace
•	Poor contact in control circuit	• Improve contact
•	Low voltage	• Correct voltage condition; Check momentary voltage dip during starting
Contacts Welding Freezing	• Abnormal inrush of current	• Check for grounds, shorts, or excessive motor **or** load current
•	Insufficient tip pressure •	Replace contact springs, check contact carrier for damage

SYMPTOMS	**POSSIBLE CAUSE**	**REMEDY**

(Continued)

Contacts Welding Freezing	• Low voltage preventing magnet from sealing	• Correct Voltage condition; Check momentary **or** voltage dip during starting
•	Short circuit	• Remove short fault and check to be sure fuse or breaker size is correct
Short Contact Life or Overheating of Tips	• Filing or dressing	• Do not file silver-faced contacts; Rough spots discoloration will not harm contacts
•	Interrupting excessively	• Check for grounds, shorts, or excessive motor
•	Weak contact pressure •	Adjust or replace contact spring
•	Dirt or foreign matter on contact surface	• Clean Contacts
•	Short circuits •	Remove short fault and check for proper fuse or breaker size
•	Loose connection	• Clean and tighten
•	Sustained overload	• Check for excessive load current
Short Contact Life or Overheating of Tips	• Filing or dressing	• Do not file silver-faced contacts. Rough spots or discoloration will not harm contacts
•	Interrupting excessively	• Check for grounds, shorts, or excessive motor
•	Weak contact pressure •	Adjust or replace contact spring
•	Dirt or foreign matter on contact surface	• Clean Contacts
•	Short circuits •	Remove short fault and check for proper fuse or breaker size
•	Loose connection	• Clean and tighten
•	Sustained overload	• Check for excessive load current
Overheated Coil	• Overvoltage or high	• Check voltage. Improve ventilation around
•	Shorted turns caused by mechanical damage or corrosion	• Replace coil
•	Undervoltage or failure of magnet to seal in	• Correct system voltage
•	Dirt or rust on pole faces, increasing air gap	• Clean pole faces
Overload Relays	• Sustained overload	• Check for grounds, shorts or excessive motor **Tripping**
•	Loose connection on load wires	• Clean and tighten
•	Incorrect heater	• Relay should be replaced with correct size heater unit

SYMPTOMS	POSSIBLE CAUSE	REMEDY
Overload Relays Fail To Trip Causing Motor Burn-Out	• Mechanical binding, dirt, corrosion, etc.	• Clean or replace
	• Wrong heater, or heaters omitted and jumper wires used	• Check ratings. Install proper heater unit
	• Motor and relay in different	• Adjust relay rating accordingly or make
Noisy Magnet (Humming)	• Broken shading coil	• Replace shading coil
	• Magnet faces not mating	• Replace magnet assembly or realign
	• Dirt or rust on magnet faces	• Clean or realign
	• Low voltage	• Check system voltage and voltage dips during starting
Failure To Pick-Up and Seal	• Gummy substance on pole faces	• Clean pole faces
	• Voltage not removed	• Check coil circuit
	• Worn or rusted parts causing binding	• Replace parts
	• Residual magnetism due to lack of air gap in magnet path	• Replace work magnet parts

TROUBLESHOOTING THE PUMPS

Symptoms	Possible Cause	Remedy
Both Pumps Fail To Start In Either Automatic or manual Mode	• Utility power failure • Control circuit breaker tripped or switch fuse blown • Both motor overload relays	• Notify power company • Correct cause of overload; Reset circuit breaker or replace fuse • Check line conditions and report to power Company if out of range, or check pump impeller for clogging; After correction, reset relays and restart operation
Both Pumps Fail To Start In Automatic Mode	• Loose connections in control circuit wiring • Defective relay	• Tighten connections • Replace relay
One Pump Operates But Other Fails To Run In Either Manual or Automatic Mode	• Loose connections • Motor overload relay tripped • Pump motor circuit breaker • Defective mode selector • Defective pump motor	• Tighten connections • Correct cause of overload and reset overload relay • Correct cause of fault and reset circuit breaker • Replace switch • Repair or replace motor
One Pump Operate Other Fails To Run In Automatic Mode	• Mode selector switch not in AUTO • One pump selected as lead • Loose Connections • Pump alternation device defective	• Change position of switch to AUTO • Turn pump sequence selector switch to select • Tighten connections • Replace alternation device
Pump Starts, Run Short a While, Then Stops Though Liquid Level In Wet Well Remains High	• Pump jammed with debris causing overload condition • Defective pump bearings or seals causing overload • Defective pump motor causing overload	• Free jammed pumps • Replace pump bearings and/or seals • Replace pump motor
Both Pumps Run Continuously Though Wet Well Is Empty	• Mode selector switches in HAND position • Floats tangled or hung up	• Place switches in AUTO position • Untangle floats
One Pump Runs Continuously Through Wet Well Is Empty	• One Mode selector switch Is In Hand Position • Floats Tangled or hung up	• Place switch in AUTO Position • Free float

Symptoms	Possible Cause	Remedy
Pump Motor Runs But Pump Fails To Deliver Rated Discharge	• V-belt loose or broken • Pump not primed • Pump or piping clogged • Suction leak •	• Adjust or replace • Prime pump • Clean debris from pump and piping Correct leak in suction piping
Pumps Fail To Alternate	• One mode selector switch is not properly positioned	• Position both switches to AUTO
	• Motor overload relay of one motor is tripped	• Correct cause of overload and reset relay
	• One pump motor circuit breaker open or tripped	• Close circuit breaker or correct cause of fault open and reset
	• Loose connection	• Tighten connections
	• One pump selected as lead pump each cycle	• Turn pump sequence selector switch to select automatic alternation
	• Pump alternation device defective	• Repair or replace alternation device
Pumps Start And Stop At Wrong Wet Well Levels	• Wet well levels are improperly adjusted	• Adjust float levels
Pump Takes Too Much Power	• Speed too high	• Compare pump and motor nameplates
	• Head is lower than rating; Too much liquid pumped	• Check system requirements
	• Liquid specific gravity or viscosity greater than expected	• Requires a larger motor
	• Pump and driver misalign-	• Check casing for pipe strain. Support piping
	• Wrong direction of rotation	
	• Electric defects	• Check power supply
	• Impeller oversized for system requirements	
	• Partial freezing or thickening of liquid when pumped	• Check liquid characteristics • Mechanical defect - bent pump shaft
	• Impeller binds in casing	• Check impeller adjustment
	• Stuffing box packing too tight	• See packing
Pump Does Not Run In Hand or Auto Position	• Bad breakers and/or fuses	• Reset or replace
	• Incoming power not meeting voltage and phase on panel nameplate	• Check incoming power
	• Overload relay tripped	• Reset
	• Bearing temperature switch	• Check heat sensor continuity and check high

Symptoms	Possible Cause	Remedy

(Continued)

Pump Does Not Run In Hand or Auto Position	• Phase/voltage monitor tripped	
•	Wiring of pump to control panel does not agree with schematic	• Rewire to model schematic
•	Wiring, contacts and terminal connections interrupted	• Check for continuity
•	Bad timers	• Check operation of all timers
Pump Runs in Auto But Not Hand	• H-O-A switch wiring not connected	• Check continuity
Pump Run in Hand But Not Auto	• H-O-A switch in improper position	• Put in proper position
•	Floats may be miswired to	• Check float type (N.O. or N.C.) and hook up by referring panel to the schematic. If the start and stop floats are hooked in reverse, pump will short cycle and will not pump the level down
•	No power to floats	• Check power to floats
Pump Runs But Light Does Not Energize	• Bad bulb	• Check bulb or loose wiring
Pump Runs But Does Not Pump Down Retention Area	• Pump rotation may be wrong • Impeller may be dragging in volute due to solids. High amperage draw would identify this	• Check wiring of pump to control panel. May be reverse sequence
Severe Humming/ Chattering of Contactors & Control Relays	• May be low voltage	• Check voltage at primary and secondary of control condition may even cause severe chattering and burn out of relays
•	Contactor may have dust around magnet of coil structure	• Dry or clean as required
•	Not enough voltage to control panel voltage	• Contactors require a minimum of 85% full to pull in without chatter. If problem is chronic, measure voltage with a recorder on a 24 hour
•	Floats may be in turbulent area	• Make sure floats are away from areas of turbulence

(Continued) **Severe Humming/ Chattering of Contactors & Control Relays**	• Moisture in junction box may cause relays to energize intermittently	• Dry out junction box
Short Cycling Pump	• Water level in system may not be high enough to floats manually	• Check float controls (primary "All Pumps Off" and "repeat cycle timer"). Turn off power. Use V-O-M open, the float is stuck, bad or wiring connection are loose. If no V-O-M is available, use a jumper across each set of terminal connections (All Off, etc.), one at a time. Apply power, if pump(s) work, the problem is that the float being tested is stuck, bad, or wiring connections are loose.
Tripping of Overload on Motor Starters or Circuit Breakers	• Tripped breakers • Incorrect pump draw • Impeller may be locked up due to excessive debris or solids • Fault on windings. Possible motor failure • Pump may be miswired to terminal block • Voltage and current unbalance (Three phase only). Voltage unbalance on three phase power sources can cause motor current to become unbalanced and excessive heating will result. Tripping of the overload protectors and premature motor failure can be expected if the current unbalance exceeds five percent.	• Check all reset buttons and tripped breakers • Check pump draw with ammeter and compare to nameplate amps on pump • Clean as required

FORMULA

$$\text{Percent Current Unbalance} = \frac{\text{Maximum Current Difference From Average Current}}{\text{Average Current}} \times 100$$

To Determine if the motor's current unbalance is a function of the motor or the power supply:

1. **TURN OFF POWER.** Label the leads and the terminals 1,2, and 3 respectively.
2. **TURN ON POWER AND PUMP.** Record the amperage for each lead.
3. **TURN OFF POWER.** Move each lead to next terminal (1 to 2, 2 to 3, 3 to 1).
4. **TURN ON POWER AND PUMP.** Again read the amperage of each leg.
5. **TURN OFF POWER.** Move each lead to the next terminal (1 to 3, 3 to 1, 3 to 2).
6. **TURN ON POWER AND PUMP.** Again read the amperage of each lead.
7. If the unbalance moves with the motor leads, the unbalance is caused by the motor. If the unbalance remains with the terminals, the problem is in the power supply.
8. Connect leads for the lowest percent of current unbalance.

U.S. Water Services Corporation

Water and Wastewater Operations, Maintenance, Engineering, Management

PROJECT:

PWS ID No.:

PROJECT No.:

BY:

ENGINEER:

DATE:

TANK INSPECTION FORM

Facility:

Owner:

Owner Address:

Contact Name:

Phone: Fax:

Inspector:

Inspection

Manufacturer:
Type:
Construction Material:
Capacity:
Date of Construction:

4939 Cross Bayou Blvd. ≈ New Port Richey ≈ Florida 34652

Ph: 727-848-8292 ≈ Fax: 727-848-7701 ≈ Toll Free: 866-753-8292

Tank Coating	
1. Type of Coating	
A. Interior Thickness Coating Measurements (Attach Diagram)	1. 2. 3. 4. 5. 6.
B. Exterior Thickness Coating Measurements (Attach Diagram)	1. 2. 3. 4. 5. 6. 7. 8.
2. Percent rust coverage	
3. Location of rust	
4. Condition of Tank Entry (seals, rust , threads & coatings)	
5. Condition of paint on exterior	
6. Condition of paint on saddles	
7. Condition of paint at fittings	
Metal Tank	
1. Tank Walls Thickness	
A. Shell Right (See Attached Diagram)	1. 2. 3.
B. Shell Left (See Attached Diagram)	1. 2. 3.
C. Endcap 1 (See Attached Diagram)	1.
B. Endcap 2 (See Attached Diagram)	1.

2. Tank length (weld to weld)	
3. Tank diameter	
4. Indication of leakage	
5. Tank construction (riveted, blots, welds)	
6. Type of saddles	
7. Sediment buildup (describe)	
8.Indication of previous repairs (describe)	
Concrete Tank	
1.Tank Dimensions	
2.Tank Diameter	
3. Tank Construction (Form poured, precast, combo)	
4. Sediment buildup (describe)	
5. Spalding percentage (describe)	
6. Indication of leakage (locate and describe)	
7. Indication of previous repairs (describe)	
8. Exposed rebar (describe)	
Appurtenances	
1. Manway	
2. Pressure relief	
3. Air volume control	
4. Sight glass	
5. Sample tap	
6. Pressure gauge	
7. Drain	
8. Influent/Effluent flanges	
9. Ladders, hatches and access	
10. Restricted Access	
11. Aircraft lighting	
12. Screens ie. vents	
13. Other	

Comments/ Recommendations

U.S. Water Services Corporation

Water and Wastewater Operations, Maintenance, Design, Management

VALVE INSPECTION REPORT

DATE: _____ SUBDIVISION: _____ VALVE NO:_____

ADDRESS:

_____

INSPECTION RESULTS

VALVE SIZE: _____ MAKE: _____ SQUARE NUT: _____ HAND WHEEL: _____

OPENS: _____ NO. OF TURNS: _____ BRANCH VALVE: _____ MAIN VALVE: ____

MAIN SIZE: _____ OPERATION: _____ PACKING: _____

C.I. VALVE BOX: _____ CEMENT PAD: _____ DATA DISK: _____

PAINTED AND MARKED: _____ SERVICE COMPLETED: _____

COMMENTS: _____

SKETCH LOCATION OF VALVE WITH MEASUREMENTS BELOW

INSPECTED BY: _____ REVIEWED BY: _____

DATE: _____ TITLE: _____ DATE: _____ TITLE: _____

4939 Cross Bayou Blvd. ≈ New Port Richey ≈ Florida 34652

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STENNER PUMPS®

PERISTALTIC METERING PUMPS SINCE 1957

CLASSIC SERIES

PERISTALTIC METERING PUMPS

INSTALLATION AND MAINTENANCE MANUAL

⚠WARNING

TO BE INSTALLED AND MAINTAINED BY PROPERLY TRAINED PROFESSIONAL INSTALLER ONLY. READ MANUAL & LABELS FOR ALL SAFETY INFORMATION & INSTRUCTIONS.

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IMCL 021822

WARRANTY AND CUSTOMER SERVICE

LIMITED WARRANTY

Stenner Pump Company will for a period of one (1) year from the date of purchase (proof of purchase required) repair or replace, at our option, all defective parts. Stenner is not responsible for any removal or installation costs. Pump tube assemblies and rubber components are considered perishable and are not covered in this warranty. Pump tube will be replaced each time a pump is in for service, unless otherwise specified. The cost of the pump tube replacement will be the responsibility of the customer. Stenner will incur shipping costs for warranty products shipped from our factory in Jacksonville, Florida. Any tampering with major components, chemical damage, faulty wiring, weather conditions, water damage, power surges, or products not used with reasonable care and maintained in accordance with the instructions will void the warranty. Stenner limits its liability solely to the cost of the original product. We make no other warranty expressed or implied.

RETURNS

Stenner offers a 30-day return policy on factory direct purchases. Except as otherwise provided, no merchandise will be accepted for return after 30 days from purchase. To return merchandise at any time, call Stenner at 800.683.2378 for a Return Merchandise Authorization (RMA) number. A 15% re-stocking fee will be applied. Include a copy of your invoice or packing slip with your return.

DAMAGED OR LOST SHIPMENTS

All truck shipments: Check your order immediately upon arrival. All damage must be noted on the delivery receipt. Call Stenner Customer Service at 800.683.2378 for all shortages and damages within seven (7) days of receipt.

SERVICE & REPAIRS

Before returning a pump for warranty or repair, remove chemical from pump tube by running water through the tube, and then run the pump dry. Following expiration of the warranty period, Stenner Pump Company will clean and overhaul any Stenner metering pump for a minimum labor charge plus necessary replacement parts and shipping. All metering pumps received for overhaul will be restored to their original condition. The customer will be charged for missing parts unless specific instructions are given. To return merchandise for repair, call Stenner at 800.683.2378 or 904.641.1666 for a Return Merchandise Authorization (RMA) number.

DISCLAIMER

The information contained in this manual is not intended for specific application purposes. Stenner Pump Company reserves the right to make changes to prices, products, and specifications at any time without prior notice.

TRADEMARKS

QuickPro® is a registered trademark of the Stenner Pump Company.
Santoprene® is a registered trademark of Exxon Mobil Corporation.
Versilon® is a registered trademark of Saint-Gobain Performance Plastics.
Pellethane® is a registered trademark of Lubrizol Advanced Materials, Inc.
AquaShield™ is a trademark of Houghton International.

SAFETY INFORMATION

IMPORTANT SAFETY INSTRUCTIONS

When installing and using this electrical equipment, basic safety precautions should always be followed, including the following:

READ AND FOLLOW ALL INSTRUCTIONS

⚠ WARNING **Warns about hazards that CAN cause death, serious personal injury, or property damage if ignored.**

⚠ WARNING **ELECTRIC SHOCK HAZARD**

⚠ WARNING **ELECTRIC SHOCK HAZARD**

Pump supplied with grounding power cord and attached plug. To reduce risk of electrical shock, connect only to a properly grounded, grounding type receptacle. Install only on a circuit protected by a Ground-Fault Circuit-Interrupter (GFCI).

⚠ AVERTISSEMENT **DANGER DE CHOC ÉLECTRIQUE**

La pompe est dotée d'un cordon d'alimentation avec mise à la terre muni d'une fiche. Pour réduire le risque de choc électrique, branchez uniquement sur une prise correctement mise à la terre. Installez uniquement sur un circuit protégé par un disjoncteur différentiel.

DO NOT alter the power cord or plug end.

DO NOT use receptacle adapters.

DO NOT use pump with a damaged or altered power cord or plug. Contact the factory or an authorized service facility for repair.

⚠ WARNING **HAZARDOUS VOLTAGE**

DISCONNECT power cord before removing motor cover for service. **Electrical service by trained personnel only.**

⚠ WARNING **EXPLOSION HAZARD**

This equipment **IS NOT** explosion proof. **DO NOT** install or operate in an explosive environment.

⚠ WARNING **RISK OF CHEMICAL EXPOSURE**

Potential for chemical burns, fire, explosion, personal injury, or property damage. To reduce risk of exposure, the use of proper personal protective equipment is mandatory.

⚠ WARNING **RISK OF FIRE HAZARD**

DO NOT install or operate on any flammable surface.

⚠ WARNING **RISK OF CHEMICAL OVERDOSE**

To reduce risk, follow proper installation methods and recommendations. Check your local codes for additional guidelines.

⚠ WARNING To reduce the risk of injury, do not permit children to use this product. This appliance is not to be used by persons with reduced physical, sensory or mental capabilities, or lack of experience or knowledge, unless they have been given supervision or instruction.

SAFETY INFORMATION continued

⚠ CAUTION Warns about hazards that WILL or CAN cause minor personal injury or property damage if ignored.

⚠ CAUTION PLUMBING

Chemical feed pump installation must always adhere to your local plumbing codes and requirements. Be sure installation does not constitute a cross connection. Check local plumbing codes for guidelines.

NOTICE: Indicates special instructions or general mandatory action.

- This metering pump is portable and designed to be removable from the plumbing system without damage to the connections.
- Before installing or servicing the pump, read the pump manual for all safety information and complete instructions. The pump is designed for installation and service by properly trained personnel.
- Installation of product must adhere to all regulatory and compliance codes applicable to the area.
- This metering pump and its components have been tested for use with the following chemicals: Sodium Hypochlorite (10-15%), Muriatic Acid (20-22 Baume, 31.5% HCl), and Soda Ash.
- Cette pompe de dosage et ses composants ont été testés pour leur compatibilité avec les produits chimiques suivants : hypochlorite de sodium (10 à 15 %), acide chlorhydrique (20 à 22 % Baume, 31,5 % HCl), et carbonate de sodium.
- This metering pump is certified by WQA for use with Water and Sodium Hypochlorite 15%, when using Santoprene® tube material.

⚠ This is the safety alert symbol. When displayed in this manual or on the equipment, look for one of the following signal words alerting you to the potential for personal injury or property damage.

- ⚠ **PUMP SUITABLE FOR USE OUTDOORS** when installed with a Stenner Rain Roof Part No. MP90000.
- ⚠ Electrical installation should adhere to all national and local codes. Consult a licensed professional for assistance with proper electrical installation.
- ⚠ Removing power from pool/spa recirculation pump must also remove power from pump.
- ⚠ The use of an auxiliary safety device (not supplied), such as a flow switch or sensor, is recommended to prevent feed pump operation in the event of a recirculation pump failure or if flow is not sensed.
- ⚠ Point of chemical injection should be beyond all pumps, filters, and heaters.
- ⚠ Suitable for indoor and outdoor use.
- ⚠ Adaptée à une utilisation aussi bien à l'intérieur qu'à l'extérieur.

SAVE THESE INSTRUCTIONS

FLOW RATE OUTPUTS CLASSIC 45

Single Head Adjustable – Gallons per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
45MHP2	45MJH1	100 / 6.9	1	0.2	0.3	0.6	0.9	1.2	1.5	1.8	2.1	2.4	2.7	3.0
45M1	45MJL1	25 / 1.7												
45MHP10	45MJH2	100 / 6.9	2	0.5	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0
45M2	45MJL2	25 / 1.7												
45MHP22	45MJH7	100 / 6.9	7	1.1	2.2	4.4	6.6	8.8	11.0	13.2	15.4	17.6	19.8	22.0
45M3	45MJL3	25 / 1.7	3											
45M4	45MJL4	25 / 1.7	4	1.7	3.5	7.0	10.5	14.0	17.5	21.0	24.5	28.0	31.5	35.0
45M5	45MJL5	25 / 1.7	5	2.5	5.0	10.0	15.0	20.0	25.0	30.0	35.0	40.0	45.0	50.0

Approximate Outputs @ 60Hz

Single Head Adjustable – Liters per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
45MHP2	45MJH1	100 / 6.9	1	0.6	0.9	1.8	2.7	3.6	4.5	5.5	6.4	7.3	8.2	9.1
45M1	45MJL1	25 / 1.7												
45MHP10	45MJH2	100 / 6.9	2	1.5	3.0	6.1	9.1	12.1	15.1	18.2	21.2	24.2	27.3	30.3
45M2	45MJL2	25 / 1.7												
45MHP22	45MJH7	100 / 6.9	7	3.3	6.6	13.3	20.0	26.6	33.3	40.0	46.6	53.3	60.0	66.6
45M3	45MJL3	25 / 1.7	3											
45M4	45MJL4	25 / 1.7	4	5.1	10.6	21.2	31.8	42.4	53.0	63.6	74.2	84.8	95.4	106.0
45M5	45MJL5	25 / 1.7	5	7.6	15.1	30.3	45.4	60.6	75.7	90.8	106.0	121.1	136.3	151.4

Approximate Outputs @ 50Hz

Single Head Fixed – Gallons & Liters per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	GPD @ 60Hz	LPD @ 50Hz
45MPHP2	45MFH1	100 / 6.9	1	3.0	9.1
45MP1	45MFL1	25 / 1.7			
45MPHP10	45MFH2	100 / 6.9	2	10.0	30.3
45MP2	45MFL2	25 / 1.7			
45MPHP22	45MFH7	100 / 6.9	7	22.0	66.6
45MP3	45MFL3	25 / 1.7	3		
45MP4	45MLF4	25 / 1.7	4	35.0	106.0
45MP5	45MLF5	25 / 1.7	5	50.0	151.4

Approximate Outputs @ 60 & 50Hz

NOTICE: The information within this chart is solely intended for use as a guide. The output data is an approximation based on pumping water under a controlled testing environment. Many variables can affect the output of the pump. Stenner Pump Company recommends that all metering pumps undergo field calibration by means of analytical testing to confirm their outputs.

FLOW RATE OUTPUTS CLASSIC 85

Single Head Adjustable – Gallons per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
85MHP5	85MJH1	100 / 6.9	1	0.3	0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0
85M1	85MJL1	25 / 1.7												
85MHP17	85MJH2	100 / 6.9	2	0.8	1.7	3.4	5.1	6.8	8.5	10.2	11.9	13.6	15.3	17.0
85M2	85MJL2	25 / 1.7												
85MHP40	85MJH7	100 / 6.9	7	2.0	4.0	8.0	12.0	16.0	20.0	24.0	28.0	32.0	36.0	40.0
85M3	85MJL3	25 / 1.7	3											
85M4	85MJL4	25 / 1.7	4	3.0	6.0	12.0	18.0	24.0	30.0	36.0	42.0	48.0	54.0	60.0
85M5	85MJL5	25 / 1.7	5	4.3	8.5	17.0	25.5	34.0	42.5	51.0	59.5	68.0	76.5	85.0

Approximate Outputs @ 60Hz

Single Head Adjustable – Liters per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
85MHP5	85MJH1	100 / 6.9	1	0.9	1.5	3.0	4.5	6.1	7.6	9.1	10.6	12.1	13.6	15.1
85M1	85MJL1	25 / 1.7												
85MHP17	85MJH2	100 / 6.9	2	2.4	5.1	10.3	15.4	20.6	25.7	30.9	36.0	41.2	46.3	51.5
85M2	85MJL2	25 / 1.7												
85MHP40	85MJH7	100 / 6.9	7	6.1	12.1	24.2	36.3	48.5	60.6	76.7	84.8	96.9	109.0	121.1
85M3	85MJL3	25 / 1.7	3											
85M4	85MJL4	25 / 1.7	4	9.1	18.2	36.3	54.5	76.7	90.8	109.0	127.2	145.3	163.5	181.7
85M5	85MJL5	25 / 1.7	5	13.0	25.7	51.5	77.2	103.0	128.7	154.4	180.0	205.9	231.6	257.4

Approximate Outputs @ 50Hz

Single Head Fixed – Gallons & Liters per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	GPD @ 60Hz	LPD @ 50Hz
85MPHP5	85MFH1	100 / 6.9	1	5.0	15.1
85MP1	85MFL1	25 / 1.7			
85MPHP17	85MFH2	100 / 6.9	2	17.0	51.5
85MP2	85MFL2	25 / 1.7			
85MPHP40	85MFH7	100 / 6.9	7	40.0	121.1
85MP3	85MFL3	25 / 1.7	3		
85MP4	85MFL4	25 / 1.7	4	60.0	181.7
85MP5	85MFL5	25 / 1.7	5	85.0	257.4

Approximate Outputs @ 60 & 50Hz

NOTICE: The information within this chart is solely intended for use as a guide. The output data is an approximation based on pumping water under a controlled testing environment. Many variables can affect the output of the pump. Stenner Pump Company recommends that all metering pumps undergo field calibration by means of analytical testing to confirm their outputs.

FLOW RATE OUTPUTS CLASSIC 100

Double Head Adjustable – Gallons per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
100DMHP5	100JH1	100 / 6.9	1	0.3	0.6	1.2	1.8	2.4	3.0	3.6	4.2	4.8	5.4	6.0
100DM1	100JL1	25 / 1.7												
100DMHP20	100JH2	100 / 6.9	2	1.0	2.0	4.0	6.0	8.0	10.0	12.0	14.0	16.0	18.0	20.0
100DM2	100JL2	25 / 1.7												
100DM3	100JL3	25 / 1.7	3	2.2	4.4	8.8	13.2	17.6	22.0	26.4	30.8	35.2	39.6	44.0
100DM4	100JL4	25 / 1.7	4	3.5	7.0	14.0	21.0	28.0	35.0	42.0	49.0	56.0	63.0	70.0
100DM5	100JL5	25 / 1.7	5	5.0	10.0	20.0	30.0	40.0	50.0	60.0	70.0	80.0	90.0	100.0

Approximate Outputs @ 60Hz

Double Head Adjustable – Liters per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
100DMHP5	100JH1	100 / 6.9	1	0.9	1.8	3.6	5.5	7.3	9.1	10.9	12.7	14.5	16.4	18.2
100DM1	100JL1	25 / 1.7												
100DMHP20	100JH2	100 / 6.9	2	3.0	6.1	12.1	18.2	24.2	30.3	36.4	42.4	48.5	54.5	60.6
100DM2	100JL2	25 / 1.7												
100DM3	100JL3	25 / 1.7	3	6.7	13.3	26.7	40.0	53.3	66.6	79.9	93.3	106.6	119.9	133.2
100DM4	100JL4	25 / 1.7	4	10.6	21.2	42.4	63.6	84.8	106.0	127.2	148.4	169.6	190.8	212.0
100DM5	100JL5	25 / 1.7	5	15.1	30.3	60.6	90.8	121.1	151.4	181.7	212.0	242.2	272.5	302.8

Approximate Outputs @ 50Hz

Double Head Fixed – Gallons & Liters per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	GPD @ 60Hz	LPD @ 50Hz
100DMPHP5	100FH1	100 / 6.9	1	6.0	18.2
100DMP1	100FL1	25 / 1.7			
100DMPHP20	100FH2	100 / 6.9	2	20.0	60.6
100DMP2	100FL2	25 / 1.7			
100DMP3	100FL3	25 / 1.7	3	44.0	133.2
100DMP4	100FL4	25 / 1.7	4	70.0	212.0
100DMP5	100FL5	25 / 1.7	5	100.0	302.8

Approximate Outputs @ 60 & 50Hz

NOTICE: The information within this chart is solely intended for use as a guide. The output data is an approximation based on pumping water under a controlled testing environment. Many variables can affect the output of the pump. Stenner Pump Company recommends that all metering pumps undergo field calibration by means of analytical testing to confirm their outputs.

FLOW RATE OUTPUTS CLASSIC 170

Double Head Adjustable – Gallons per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
170DMHP9	170JH1	100 / 6.9	1	0.5	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0
170DM1	170JL1	25 / 1.7												
170DMHP34	170JH2	100 / 6.9	2	1.7	3.4	6.0	9.5	13.6	17.0	20.4	23.8	27.2	30.6	34.0
170DM2	170JL2	25 / 1.7												
170DM3	170JL3	25 / 1.7	3	4.0	8.0	16.0	24.0	32.0	40.0	48.0	56.0	64.0	72.0	80.0
170DM4	170JL4	25 / 1.7	4	6.0	12.0	24.0	36.0	48.0	60.0	72.0	84.0	96.0	108.0	120.0
170DM5	170JL5	25 / 1.7	5	8.5	17.0	34.0	51.0	68.0	85.0	102.0	119.0	136.0	153.0	170.0

Approximate Outputs @ 60Hz

Double Head Adjustable – Liters per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
170DMHP9	170JH1	100 / 6.9	1	1.5	3.0	6.1	9.1	12.1	15.1	18.2	21.2	24.2	27.3	30.3
170DM1	170JL1	25 / 1.7												
170DMHP34	170JH2	100 / 6.9	2	5.1	10.3	18.2	28.8	39.1	51.5	61.8	72.1	82.4	92.7	102.6
170DM2	170JL2	25 / 1.7												
170DM3	170JL3	25 / 1.7	3	12.1	24.2	48.5	72.7	96.9	121.1	145.4	169.6	193.8	218.0	242.2
170DM4	170JL4	25 / 1.7	4	18.2	36.3	72.7	109.0	145.3	181.7	218.0	254.4	290.7	327.0	363.4
170DM5	170JL5	25 / 1.7	5	25.7	51.5	86.0	154.4	205.9	257.4	308.9	360.4	411.8	463.3	514.8

Approximate Outputs @ 50Hz

Double Head Fixed – Gallons & Liters per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	GPD @ 60Hz	LPD @ 50Hz
170DMPHP9	170FH1	100 / 6.9	1	10.0	30.3
170DMP1	170FL1	25 / 1.7			
170DMPHP34	170FH2	100 / 6.9	2	34.0	102.6
170DMP2	170FL2	25 / 1.7			
170DMP3	170FL3	25 / 1.7	3	80.0	242.2
170DMP4	170FL4	25 / 1.7	4	120.0	363.4
170DMP5	170FL5	25 / 1.7	5	170.0	514.8

Approximate Outputs @ 60 & 50Hz

NOTICE: The information within this chart is solely intended for use as a guide. The output data is an approximation based on pumping water under a controlled testing environment. Many variables can affect the output of the pump. Stenner Pump Company recommends that all metering pumps undergo field calibration by means of analytical testing to confirm their outputs.

FLOW RATE OUTPUTS CLASSIC 100 *DUAL CONTROL*

DETERMINE FLOW RATE OUTPUTS FOR EACH PUMP HEAD

Use the innermost pump head flow rate outputs to determine the output for each pump head. Both feed rate controls (FRC) on setting 10 = maximum flow rate capacity of the pump.

Innermost Pump Head
L=5%, 1-10 = approx. 10% of maximum innermost output

Outermost Pump Head
Outermost Output = (Outermost FRC Setting %) x (Innermost Output)

Example
100MDC5 with Innermost FRC setting on 4
1. Innermost FRC setting 4 = 20 GPD
2. If outermost FRC is set on 3, then outermost output is 30% of innermost output; 0.3 x 20 GPD = 6 GPD
3. Outermost = 6 GPD, Innermost = 20 GPD, Total Pump Output = 26 GPD

Innermost Pump Head – Gallons per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
100MDCHP5	100DH1	100 / 6.9	1	0.2	0.3	0.6	0.9	1.2	1.5	1.8	2.1	2.4	2.7	3.0
100MDC1	100DL1	25 / 1.7												
100MDCHP20	100DH2	100 / 6.9	2	0.5	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0
100MDC2	100DL2	25 / 1.7												
100MDC3	100DL3	25 / 1.7	3	1.1	2.2	4.4	6.6	8.8	11.0	13.2	15.4	17.6	19.8	22.0
100MDC4	100DL4	25 / 1.7	4	1.7	3.5	7.0	10.5	14.0	17.5	21.0	24.5	28.0	31.5	35.0
100MDC5	100DL5	25 / 1.7	5	2.5	5.0	10.0	15.0	20.0	25.0	30.0	35.0	40.0	45.0	50.0

Approximate Outputs @ 60Hz

Innermost Pump Head – Liters per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
100MDCHP5	100DH1	100 / 6.9	1	0.6	0.9	1.8	2.7	3.6	4.5	5.5	6.4	7.3	8.2	9.1
100MDC1	100DL1	25 / 1.7												
100MDCHP20	100DH2	100 / 6.9	2	1.5	3.0	6.1	9.1	12.1	15.1	18.2	21.2	24.2	27.3	30.3
100MDC2	100DL2	25 / 1.7												
100MDC3	100DL3	25 / 1.7	3	3.3	6.6	13.3	20.0	26.6	33.3	40.0	46.6	53.3	60.0	66.6
100MDC4	100DL4	25 / 1.7	4	5.1	10.6	21.2	31.8	42.4	53.0	63.6	74.2	84.8	95.4	106.0
100MDC5	100DL5	25 / 1.7	5	7.6	15.1	30.3	45.4	60.6	75.7	90.8	106.0	121.1	136.3	151.4

Approximate Outputs @ 50Hz

NOTICE: The information within this chart is solely intended for use as a guide. The output data is an approximation based on pumping water under a controlled testing environment. Many variables can affect the output of the pump. Stenner Pump Company recommends that all metering pumps undergo field calibration by means of analytical testing to confirm their outputs.

FLOW RATE OUTPUTS CLASSIC 170 *DUAL CONTROL*

Innermost Pump Head – Gallons per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
170MDCHP9	170DH1	100 / 6.9	1	0.3	0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0
170MDC1	170DL1	25 / 1.7												
170MDCHP34	170DH2	100 / 6.9	2	0.8	1.7	3.4	5.1	6.8	8.5	10.2	11.9	13.6	15.3	17.0
170MDC2	170DL2	25 / 1.7												
170MDC3	170DL3	25 / 1.7	3	2.0	4.0	8.0	12.0	16.0	20.0	24.0	28.0	32.0	36.0	40.0
170MDC4	170DL4	25 / 1.7	4	3.0	6.0	12.0	18.0	24.0	30.0	36.0	42.0	48.0	54.0	60.0
170MDC5	170DL5	25 / 1.7	5	4.3	8.5	17.0	25.5	34.0	42.5	51.0	59.5	68.0	76.5	85.0

Approximate Outputs @ 60Hz

Innermost Pump Head – Liters per Day

Model	Item Number Prefix	Maximum psi / bar	Pump Tube	Feed Rate Control Setting L	1	2	3	4	5	6	7	8	9	10
170MDCHP9	170DH1	100 / 6.9	1	0.9	1.5	3.0	4.5	6.1	7.6	9.1	10.6	12.1	13.6	15.1
170MDC1	170DL1	25 / 1.7												
170MDCHP34	170DH2	100 / 6.9	2	2.4	5.1	10.3	15.4	20.6	25.7	30.9	36.0	41.2	46.3	51.5
170MDC2	170DL2	25 / 1.7												
170MDC3	170DL3	25 / 1.7	3	6.1	12.1	24.2	36.3	48.5	60.6	76.7	84.8	96.9	109.0	121.1
170MDC4	170DL4	25 / 1.7	4	9.1	18.2	36.3	54.5	76.7	90.8	109.0	127.2	145.3	163.5	181.7
170MDC5	170DL5	25 / 1.7	5	13.0	25.7	51.5	77.2	103.0	128.7	154.4	180.0	205.9	231.6	257.4

Approximate Outputs @ 50Hz

NOTICE: The information within this chart is solely intended for use as a guide. The output data is an approximation based on pumping water under a controlled testing environment. Many variables can affect the output of the pump. Stenner Pump Company recommends that all metering pumps undergo field calibration by means of analytical testing to confirm their outputs.

MATERIALS OF CONSTRUCTION

All Housings
Polycarbonate

Pump Tube
Santoprene® (FDA approved) or Versilon®

Check Valve Duckbill
Santoprene® (FDA approved) or Pellethane®

Suction/Discharge Tubing & Ferrules
Polyethylene (FDA approved)

Suction Line Strainer and Cap
PVC or Polypropylene (both NSF listed); ceramic weight

All Fasteners
Stainless Steel

Tube and Injection Fittings
PVC or Polypropylene (both NSF listed)

Connecting Nuts and 3/8" Adapter
PVC or Polypropylene (both NSF listed)

Pump Head Latches
Polypropylene

ACCESSORIES

3 Connecting Nuts 1/4" or 3/8"

3 Ferrules 1/4" or 6 mm *Europe*

1 Injection Fitting 25 psi (1.7 bar) max. or 1 Duckbill Check Valve 100 psi (6.9 bar) max.

1 Weighted Suction Line Strainer 1/4", 3/8" or 6 mm *Europe*

1 20' Roll of Suction/Discharge Tubing
1/4" or 3/8" White or UV Black or 6 mm White *Europe*

1 Additional Pump Tube

2 Additional Latches

1 Mounting Bracket

1 Manual

* Double head pumps include an additional set of the accessories listed above.

INSTALLATION

ADDITIONAL SAFETY INSTRUCTIONS

NOTICE: Indicates special instructions or general mandatory action.

- Read all safety hazards before installing or servicing the pump. The pump is designed for installation and service by properly trained personnel.
- Use all required personal protective equipment when working on or near a chemical metering pump.
- Install the pump so that it is in compliance with all national and local plumbing and electrical codes.
- Use the proper product to treat potable water systems, use only chemicals listed or approved for use.
- Install the pump to work in conjunction with pool, spa, well pump, or system controls.
- Inspect tube frequently for leakage, deterioration, or wear. Schedule a regular pump tube maintenance change to prevent chemical damage to pump and/or spillage.
- Mount pump vertically and use spill recovery to run chemical back to tank in the event of tube failure. Not recommended for acid applications.
- To reduce risk, follow proper installation methods and recommendations. Check your local codes for additional guidelines.
- Pump is not recommended for installation in areas where leakage can cause personal injury or property damage.

INSTALLATION continued

MOUNT PUMP

Select a dry location (to avoid water intrusion and pump damage) above the solution tank. Best recommended location is above the solution tank in a vertical position with the pump head pointed downward and the spill recovery *(see page 18)* in place to reduce the risk and severity of damage. Spill recovery not recommended for acid applications.

To prevent pump damage in the event of a pump tube leak, never mount the pump vertically with the pump head up.

To avoid chemical damage from fumes, DO NOT mount pump directly over an open solution tank. Keep tank covered.

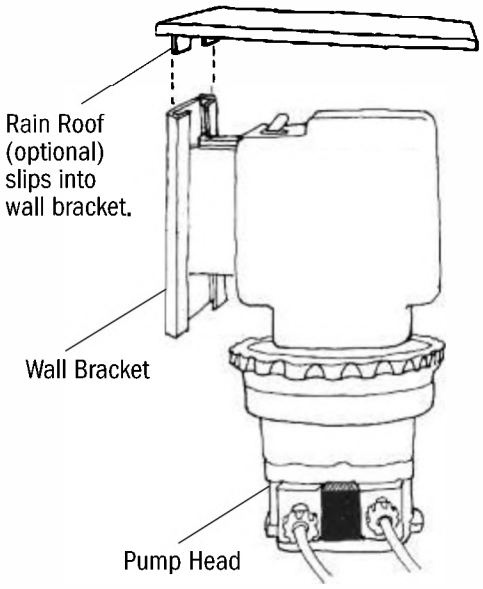
Avoid flooded suction or pump mounted lower than the solution container. Draw solution from the top of the tank. Pump can run dry without damage. If pump is installed with a flooded suction, a shut-off valve or other device must be provided to stop flow to pump during service.

1. Use the mounting bracket as a template to drill pilot holes in mounting location.
2. Secure bracket with fasteners or wall anchors. Slide pump into bracket.

Provide 8" clearance to allow pump orientation to be reversed during tube replacement. DO NOT allow water intrusion into the motor or corrosion and damage will occur.

To prevent motor damage, verify with a volt meter that the receptacle voltage corresponds with the pump voltage.

3. Plug cord into receptacle and turn the motor power switch on. If the pump is adjustable, turn the dial ring to 10.



4. Activate the pump by the pump control (flow switch, pressure switch, etc.) and verify rotation of the roller assembly within the clear pump head. Turn pump switch off.

ADDITIONAL INSTRUCTIONS FOR CE PUMPS WHEN APPLICABLE

ADDITIONAL INSTALLATION INSTRUCTIONS

1. All Class II Pumps located in Zone 1 of swimming pool areas require locating where flooding cannot occur.
2. This pump is intended to be installed as "fixed" as opposed to portable.
3. The Rain Roof must be installed and "vertical orientation" mounting of entire unit observed.
4. After installation, the power supply plug must be accessible during use.
5. This unit must be scrapped if the supply cord is damaged.
6. Observe and comply with all National Wiring Standards.

ZUSTAZLICHE INSTALLIERUNGSANWEISUNGUN

1. Pumpen die sich in Zone 1 vom Schwimmbecken befinden sollen sind so einzurichten daß Ueberschwemmungen nicht vorkommen werden.
2. Diese Pumpe ist als fest montierte Ausrustung bedacht und soll nicht umstellbar gebraucht werden.
3. Der Regendach muss installiert werden. Eine vertikale Asrichtung der Montage muß erzielt werden.
4. Die Stromversorgung muss nach der Installierung noch zuganglich sein.
5. Bei beschadigter Verkabelung ist dieses Gerat nicht mehr zu gebrauchen.
6. Staatliche Vernetzungsvorchriften mussen eingehalten werden.

INSTRUCTIONS SUPPLÉMENTAIRES D'INSTALLTION

1. Toutes les pompes installées dans la Zone 1 du périmètre de la piscine doivent être situées de manière à ne pas pouvoir être inondées.
2. Cette pompe est prévue pour installation fixe et non pas portative.
3. L'abri anti-pluie doit être installé et l'orientation verticale doit toujours être observée.
4. Après l'installation, la prise électrique doit rester accessible pendant l'utilisation.
5. Cette unité doit être mise au rebut si le cordon électrique est endommagé.
6. Observez et adhérez à toutes les Normes Nationales pour Installations Electriques.

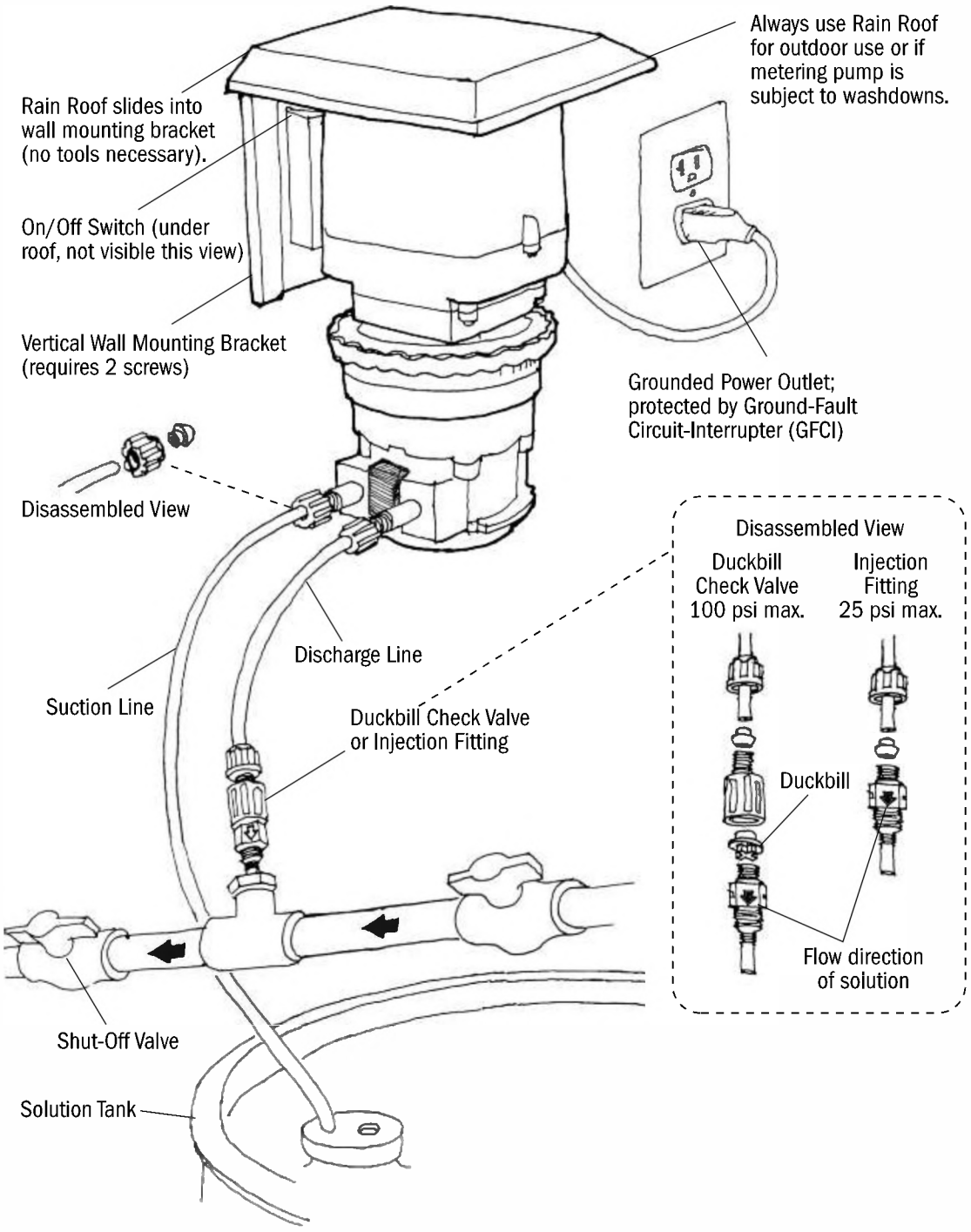
INSTRUCCIONES ADICIONALES PARA INSTALACION

1. Todas las bombas Clase II situadas en la Zona 1 de las áreas de la piscina requieren colocarse donde no puedan ser inundadas.
2. Esta bomba es para ser instalada "fija" en vez de portátil.
3. Es necesario instalar el techo de lluvia, y montar la unidad entera siguiendo una orientación vertical.
4. Depués de la instalación el enchufe suministrador de energía debe estar accesible durante el uso.
5. Se deberá deshechar la unidad si el cordón de abastecimiento se deteriora.
6. Observe y cumpla con todas las Reglas Nacionales para Instalaciones Eléctricas.

ISTRUZIONI SUPPLEMENTARI PER L' INSTALLAZIONE

1. Tutte le pompe Classe II localizzate nella Zona 1 della superficie circostante la piscina devono essere collocate dove gli allagamenti no possono accadere.
2. Questa pompa, é inteso, deve essere installata come 'fissa' e non come portatile.
3. La tettoia deve essere installata e il montaggio 'orientazione verticale' dell'intera unitá deve essere osservato.
4. Dopo l'installazione, la spina deve essere accessibile durante l'uso.
5. Questa unitá deve essere gettata via se il filo elettrico é danneggiato.
6. Osservare e aderire a tutte le Norme Nazionali Sugli Impianti Elettrici.

INSTALLATION DIAGRAM

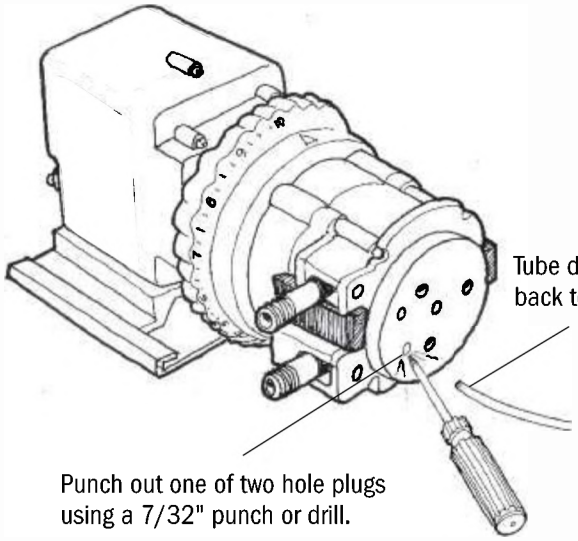


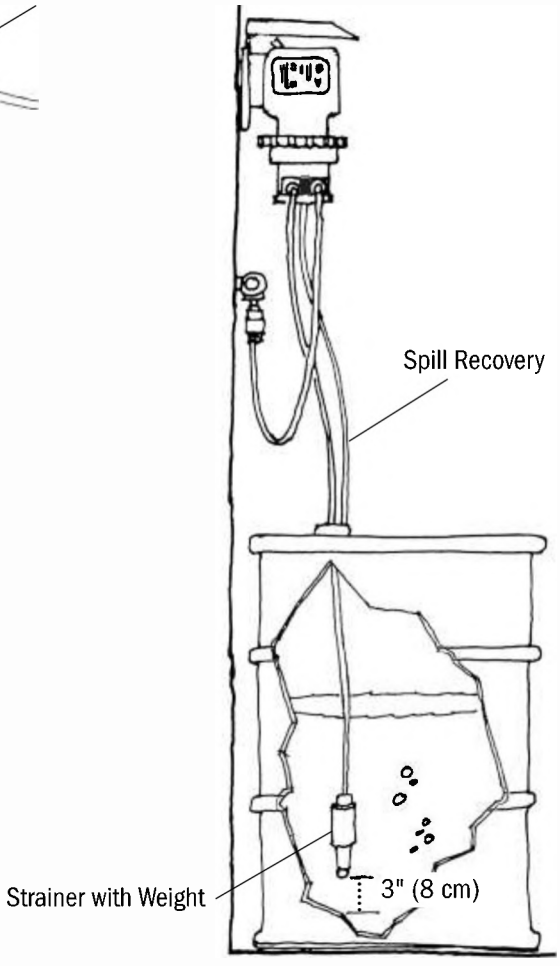
SPILL RECOVERY

Mount the pump vertically and use the spill recovery to drain chemical back to the tank in the event of tube failure. This will help prevent chemical from collecting in the tube housing and reduces spillage on the floor. To reduce risk, follow proper installation methods and recommendations. Check your local codes for additional guidelines.

The pump motor is ventilated and water intrusion can cause motor damage. A rain roof is recommended for outdoor and wet environments.

SPILL RECOVERY IS NOT RECOMMENDED FOR ACID APPLICATIONS.





INSTALL SUCTION LINE TO PUMP HEAD

1. Uncoil the suction/discharge tubing. Use outside of solution tank as a guide to cut proper length of suction line ensuring it will be 2-3" above the bottom of solution tank.

Allow sufficient slack to avoid kinks and stress cracks. Always make a clean square cut to assure that the suction line is burr free. Normal maintenance requires trimming.

Suction lines that extend to the bottom of the tank can result in debris pickup leading to clogged injectors and possible tube failure.

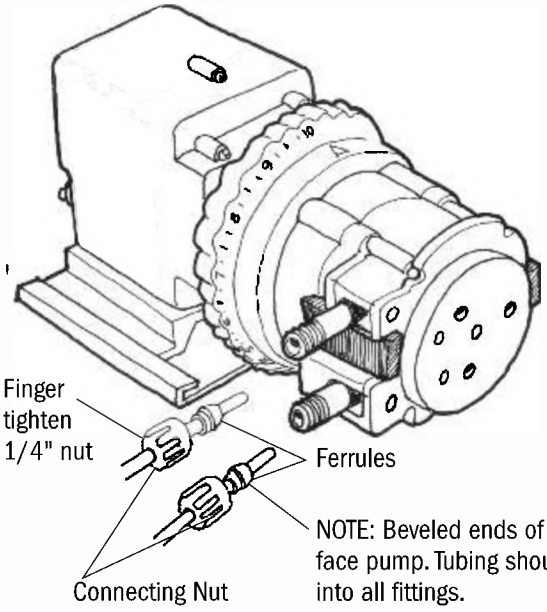
2. Make connections
   - **1/4"** Slide the line(s) through the 1/4" connecting nut and ferrule.
   - **3/8"** Finger tighten the 3/8" adapter onto the tube fitting then slide the line(s) through the 3/8" connecting nut.

3. Tighten connections
   - **1/4"** While firmly holding the tube fitting, finger tighten nut to the threaded tube fitting.
   - **3/8"** While firmly holding the 3/8" adapter, finger tighten nut to the adapter. Then wrench tighten one additional half turn. If leak occurs, gradually tighten the 3/8" connecting nut as required.

Over tightening the ferrule and nut may result in damaged fittings, crushed ferrules, and air pick up.

DO NOT use thread seal tape on pump tube connections.

More on next page



DO NOT use thread seal tape on pump tube threads.

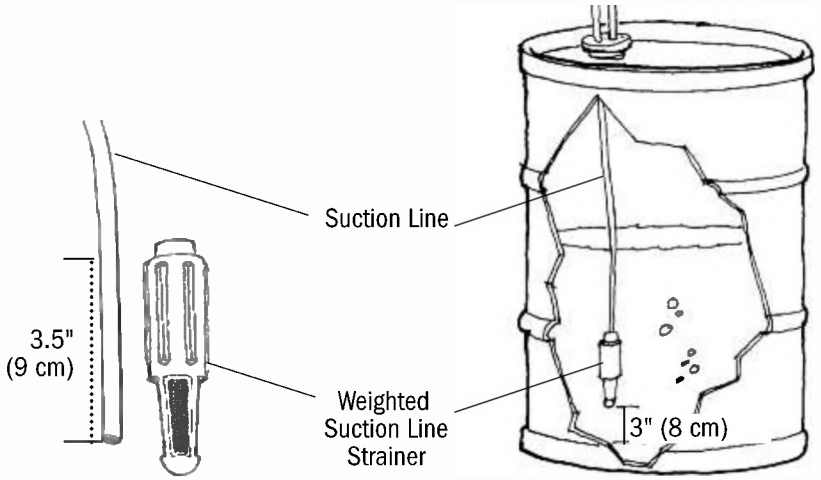
INSTALL SUCTION WEIGHT TO SUCTION LINE

1. Drill a hole into the bung cap or solution tank lid. Slide the tubing through and secure the weighted strainer to the line.
2. To attach the strainer, push approximately 3.5" of suction line through the cap on the strainer body. Pull tubing to make sure it is secure.
3. Suspend approximately 3" above tank bottom to reduce the chance of sediment pickup.

DO NOT mix chemicals in the solution container. Follow recommended mixing procedures according to the manufacturer.

DO NOT operate pump unless chemical is completely in solution. Turn pump off when replenishing solution.

DO NOT slide tubing all the way to the bottom of the weighted strainer. Tubing could become flush with the nose of the strainer and the pump may not prime due to blockage.



INSTALL DISCHARGE LINE TO PUMP HEAD AND INJECTION POINT

1. Make a secure finger tight connection on the discharge fitting of the pump head as instructed in Install Suction Line instructions.

DO NOT use thread seal tape on pump tube connections.

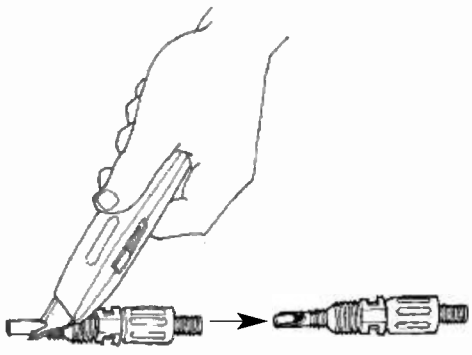
⚠ WARNING HAZARDOUS PRESSURE: Shut off water or circulation system and bleed off any system pressure.

Locate a point of injection beyond all pumps and filters or as determined by the application.

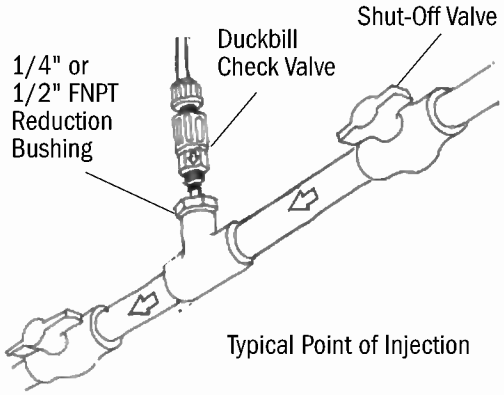
2. A 1/4" or 1/2" Female NPT (FNPT) connection is required for installing the injection fitting. If there is no FNPT fitting available, provide one by either tapping the pipe or installing FNPT pipe tee fitting.

3. Wrap the Male NPT (MNPT) end of injection fitting with 2 or 3 turns of thread seal tape. If necessary, trim the injection fitting quill as required to inject product directly into flow of water.

More on next page



Trim Injection Fitting



4. Hand tighten the injection fitting into the FNPT fitting.

Injection Fitting

a. Install connecting nut and ferrule to the pump discharge line. Insert discharge line into injection fitting until it reaches base of fitting.

b. Finger tighten connecting nut to fitting. For 3/8" connections wrench tighten one additional 1/2 turn. If leak occurs, gradually tighten the 3/8" connecting nut as required.

Duckbill Check Valve

a. Prior to connection, test check valve and NPT threads for leaks by pressurizing system. If necessary, tighten an additional 1/4 turn.

b. Install connecting nut and ferrule to the pump discharge line. Insert discharge line into check valve body until it reaches base of body.

c. Finger tighten connecting nut to fitting. For 3/8" connections wrench tighten one additional 1/2 turn. If leak occurs, gradually tighten the 3/8" connecting nut as required.

5. Turn pump on and re-pressurize system. Observe chemical flow as actuated by system and check all connections for leaks.

6. After suitable amount of dosing time, perform tests for desired chemical readings (e.g., pH or ppm). If necessary, fine tune dosing levels by rotating dial ring (adjustable pumps only) or by adjusting solution strength.

The injection point and fitting require periodic maintenance to clean any deposits or buildup. To allow quick access to the point of injection, Stenner recommends the installation of shut-off valves.

TROUBLESHOOTING MOTOR

⚠ WARNING HAZARDOUS VOLTAGE

DISCONNECT power cord before removing motor cover for service. **Electrical service should be performed by trained personnel only.**

PROBLEM	POSSIBLE CAUSE	SOLUTION
Loud or excessive noise	Worn ball bearings	Replace rotor assembly
	Damaged bearing brackets or tolerance rings	Replace bearing brackets and tolerance rings
	Insufficient gear lubrication	Apply AquaShield™ to gears and gear posts
	Worn gears or gear posts	Inspect and/or replace gears and gear posts
Motor does not work; fan does not turn	Faulty electrical supply	Check electrical supply
	Bearing brackets broken	Replace bearing brackets
	Damaged motor coil	Replace motor coil
	Worn or damaged rotor bearings	Replace rotor assembly
	Damaged power cord	Inspect and/or replace power cord
	Rotor bound or rusted to coil	Buff off coil and rotor or replace
	Faulty wire connections	Inspect and/or repair electrical connections
	Obstructed fan	Remove obstruction
Motor runs; fan turns, output shaft does not	Worn or damaged gears	Replace gears as needed
Motor overheats and shuts off and on	Incorrect voltage	Check voltage and frequency matches pump label
	High ambient temperature	Pumps are rated to 125˚F (51 °C) maximum
	Damaged/malfunctioning coil	Replace motor coil
Phenolic gear is stripping	Water intrusion	Use rain roof, replace phenolic gear & all affected components
	Cracked bearing bracket	Replace bearing bracket & phenolic gear
	Worn gear posts	Replace gear posts & affected gears
	Rusted helical gear at end of rotor	Buff off rotor or replace rotor, replace phenolic gear
	Worn or cracked gear case cover	Replace gear case or gear case cover
	Missing phenolic gear spacer	Replace phenolic gear and install spacer on top of gear
	Insufficient lubrication	Apply AquaShield™ to gears and gear posts

TROUBLESHOOTING FEED RATE CONTROL

PROBLEM	POSSIBLE CAUSE	SOLUTION
Dial ring will not turn	Seized or broken variable cam	Apply Aquashield™ to variable cam & cam slot in feed rate control housing
	Seized dial ring	Clean then lubricate dial ring & cam slot with AquaShield™
Dial ring turns, output doesn't change	Variable cam disengaged from dial ring	Re-insert 90˚ end into ring
	Broken variable cam	Replace variable cam
Pump head does not rotate	Worn index plate	Turn over or replace index plate
	Motor problem	Refer to motor troubleshooting
	Pump head roller assembly stripped	Replace roller assembly
	Index pin holder loose	Tighten holder into spider assembly
	Index pin broken	Replace index pin and lifter assembly
Pump head rotates continuously	Variable cam out of place or worn	Replace or re-insert variable cam
Ratcheting sound	Index plate worn	Turn over or replace index plate
	Variable cam worn	Replace variable cam
	Lifter worn	Replace lifter or complete index pin assembly

TROUBLESHOOTING PUMP HEAD

PROBLEM	POSSIBLE CAUSE	SOLUTION
Roller Assembly will not expand or collapse with tube housing cover	Motor not locked	Fixed Rate Pumps: Place tube housing latch into motor slot; Adjustable Rate Pumps: Set feed rate control to 10
	Stripped or cracked roller assembly hub	Replace roller assembly
Components cracking	Chemical attack	Check chemical compatibility
	Chemical intrusion from tube failure	Identify and correct cause, clean components of chemical & replace tube according to manual
Pump head leaking	Pump tube rupture	Identify and correct cause, clean components of chemical & replace tube according to manual
No pump output, pump head rotates	Roller assembly not fully expanded	Expand roller assembly using pump head cover as a tool, according to manual
	Depleted or weighted strainer is above solution tank	Replenish solution and position suction line 3" above bottom of tank
	Leak in the suction line or at connections	Inspect or replace suction line and/or connections
	Ferrules installed incorrectly, missing or damaged	Replace ferrules, beveled end faces pump
	Sleeve and/or plastic gripper inside 3/8" connecting nut is missing damaged, or incorrectly assembled	Replace if damaged or missing. Reorient if incorrectly assembled; gripper beveled end faces nut; sleeve wide end faces gripper
	Injection point is clogged	Inspect and clean injection point
	Clogged suction and/or discharge line and/or check valve	Clean and/or replace as needed
	Life of pump tube exhausted	Replace tube according to manual, schedule tube replacement based on application
	Suction line is flush with the nose of the weighted strainer	Pull suction line approximately 1" from bottom of strainer, cut bottom of suction at an angle
Low pump output, pump head rotates	Life of pump tube exhausted	Replace tube according to manual, schedule tube replacement based on application
	Rollers worn or broken	Replace roller assembly
	Injection point is restricted	Inspect and clean injection point regularly
	Incorrect tube size or setting	Refer to pump output chart and determine dial ring setting or replace tube & ferrules
	High system back pressure	Verify system pressure against tube psi, replace tube and ferrules
No pump output, pump head doesn't rotate	Stripped or cracked roller assembly hub	Replace roller assembly
	Feed rate control problem	Refer to feed rate control troubleshooting
	Motor problem	Refer to motor troubleshooting
Pump output high	Incorrect tube size or setting	Refer to pump output chart and determine dial ring setting or replace tube and ferrules
	Roller assembly broken	Replace roller assembly
	Malfunctioning feed rate control	Refer to feed rate control troubleshooting
	Incorrect motor rpm	Replace with motor that matches pump model

TROUBLESHOOTING PUMP TUBE

NOTICE: A leaking pump tube damages the metering pump. Inspect pump frequently for leakage and wear. Refer to Tube Replacement section for additional safety precautions and instructions.

PROBLEM	POSSIBLE CAUSE	SOLUTION
Tube leaking	Pump tube ruptured	Identify and correct cause, clean components of chemical & replace tube according to manual
	Calcium or mineral deposits	Clean injection fitting; replace tube and duckbill according to manual
	Excessive back pressure	Verify system pressure against tube psi, replace tube and ferrules
	Tube is twisted	Replace tube and ferrules according to manual, hold tube fitting while tightening connecting nut to prevent twisting
	Tube not centered	Clean components of chemical, replace tube and ferrules according to manual & confirm tube is centered
Tube life is shortened	Chemical attack	Check chemical compatibility
	Mineral deposits at injection point	Clean injection fitting. Replace tube, ferrules & duckbill according to manual
	Sediment blockage at check valve	Clean injection fitting, ensure suction line is 3" above tank bottom. Use suction line strainer.
	Degraded check valve duckbill	Replace duckbill. At every tube change, replace duckbill & ferrules.
	Duckbill in wrong orientation	Reverse duckbill orientation
	Seized rollers caused abrasion on tube	Clean roller assembly or replace, do not lubricate
	Exposure to heat or sun	Do not store tubes in high temperatures or in direct sunlight
Tube connection is leaking	Ferrules installed incorrectly, missing or damaged	Replace ferrule, beveled end faces pump
	3/8" nut loose	Firmly hold adapter and finger tighten nut. Wrench tighten additional 1/2 turn.
	Missing ferrule in 3/8" adapter	Insert new ferrule into adapter or replace adapter fitting
	Sleeve and/or plastic gripper inside 3/8" connecting nut is missing damaged, or incorrectly assembled	Replace if damaged or missing; Reorient if incorrectly assembled; gripper beveled end faces nut; sleeve wider end faces gripper

TUBE REPLACEMENT

⚠ WARNING **RISK OF CHEMICAL EXPOSURE**

- To reduce risk of exposure, check the pump tube regularly for leakage. At the first sign of leakage, replace the pump tube.
- To reduce risk of exposure, the use of proper personal protective equipment is mandatory when working on or near chemical metering pumps.
- To reduce risk of exposure, and also prior to service, shipping, or storage, pump generous amounts of water or a compatible buffer solution to remove chemical from pump.
- Consult chemical manufacturer and SDS sheet for additional information and precautions for the chemical in use.
- Personnel should be skilled and trained in the proper safety and handling of the chemicals in use.
- Inspect tube frequently for leakage, deterioration, or wear. Schedule a regular pump tube maintenance change to prevent chemical damage to pump and/or spillage.

⚠ CAUTION **PINCH POINT HAZARD**

- Use extreme caution when replacing pump tube. Be careful of your fingers and DO NOT place fingers near rollers.

⚠ WARNING **HAZARDOUS PRESSURE/CHEMICAL EXPOSURE**

- Use caution and bleed off all resident system pressure prior to attempting service or installation.
- Use caution when disconnecting discharge line from pump. Discharge may be under pressure. Discharge line may contain chemical.

NOTICE: Indicates special instructions or general mandatory action.

- **DO NOT** apply grease, oil, or lubricants to the pump tube or housing.
- Prior to pump tube replacement, inspect the entire pump head for cracks or damaged components. Ensure rollers turn freely.
- Rinse off chemical residue and clean all chemical and debris from pump head components prior to tube replacement. Apply Aquashield™ to main shaft and tube housing cover bushing during tube replacement.
- **DO NOT** pull excessively on pump tube. Avoid kinks or damage during tube installation.
- Inspect the suction and discharge lines, injection point (into pipe), and check valve duckbill for blockages after any tube rupture. Clear or replace as required.

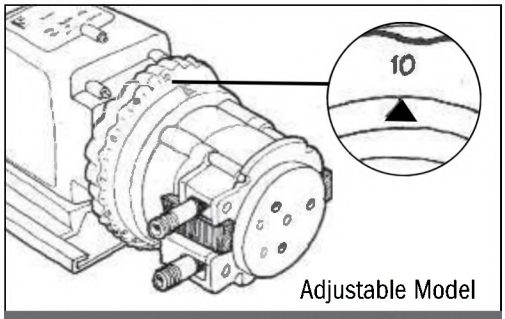
TUBE REPLACEMENT SINGLE HEAD PUMPS

PREPARATION

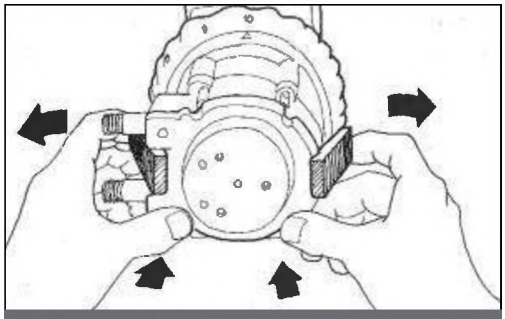
1. Follow all safety precautions prior to tube replacement.
2. Prior to service, pump water or a compatible buffer solution through the pump and suction and discharge lines to remove chemical and avoid contact.

More on next page

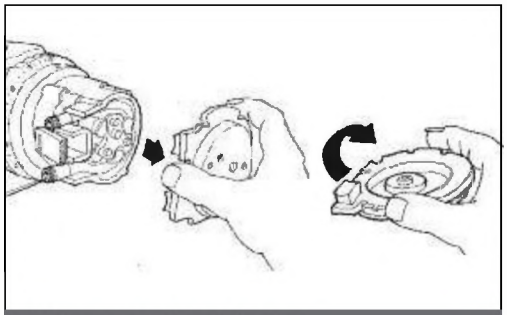
REMOVE THE PUMP TUBE



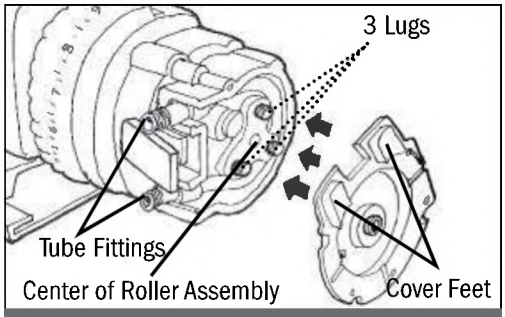
A Adjustable model must be on setting 10



B Open latches



C Remove and invert cover

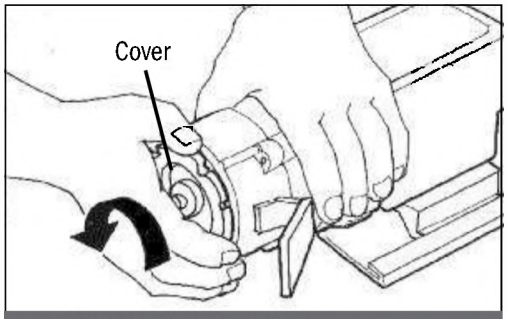


D Align cover feet near tube fittings

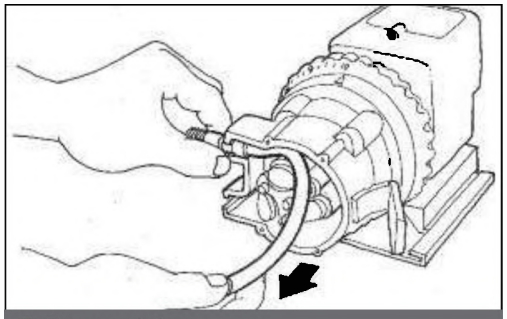
1. Turn the pump off and unplug the power cord. On the adjustable model, ensure that the feed rate control is set to 10. *Illustration A*
2. Depressurize and disconnect the suction and discharge lines.
3. Open the latches on both sides of the head. *Illustration B*
   For CE pump only: Remove the safety screw on cover.
4. Remove the tube housing cover and flip to use as a tool in the next step. *Illustration C*
5. Position the cover feet at 10 o'clock. Align the cover holes with the knurled lugs on the roller assembly. *Illustration D*
   NOTE: The roller assembly must be collapsed to remove the tube.

More on next page

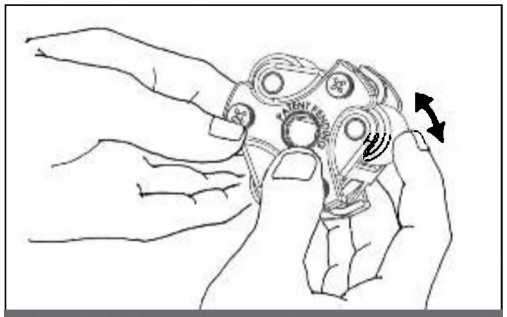
REMOVE THE PUMP TUBE continued



E Collapse roller assembly



F Remove tube

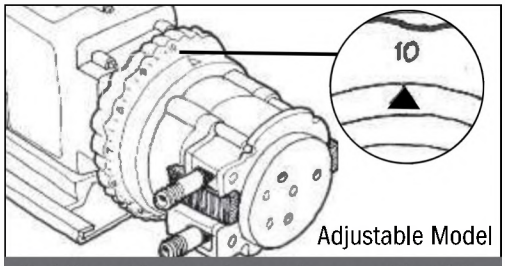


G Check rollers

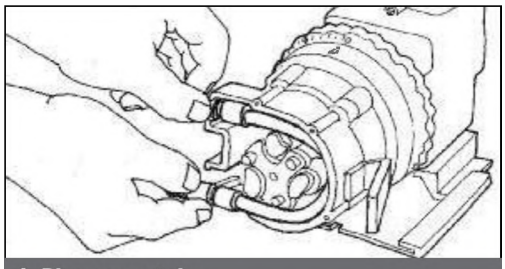
6. On the adjustable pump, hold the feed rate control securely. On the fixed output pump hold the motor securely. Use the tube cover and quickly snap counterclockwise to collapse the roller assembly. The tube will no longer be pressed against the tube housing wall. *Illustration E*
7. Remove and discard the pump tube. *Illustration F*
8. Remove the roller assembly and housing. On the adjustable pump also remove the shaft. Set them aside to reinstall later.
9. Use a non-citrus all-purpose cleaner to clean chemical residue from the tube housing, roller assembly and cover.
10. Check the housing, cover and roller assembly for cracks. Replace if cracked.
11. Ensure the rollers turn freely. Replace the roller assembly if the rollers are seized or worn or if there is a reduction or lack of output from the pump. *Illustration G*
12. Reinstall the clean tube housing. On an adjustable pump, also install the shaft into the feed rate control.
13. Apply AquaShield™ to the shaft tip.
14. Install the roller assembly.

More on next page

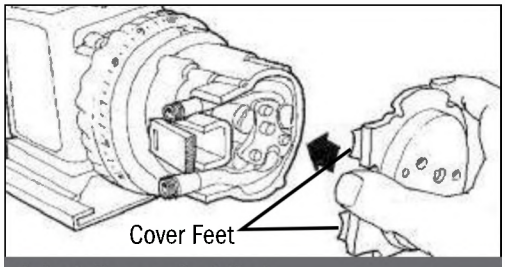
INSTALL THE TUBE/EXPAND THE ROLLER ASSEMBLY



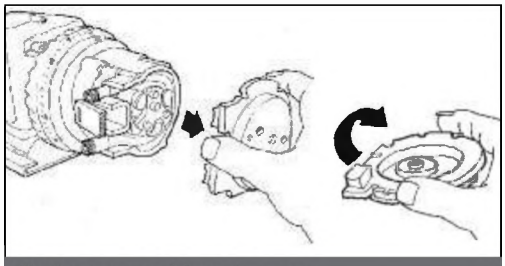
H Adjustable model must be on setting 10



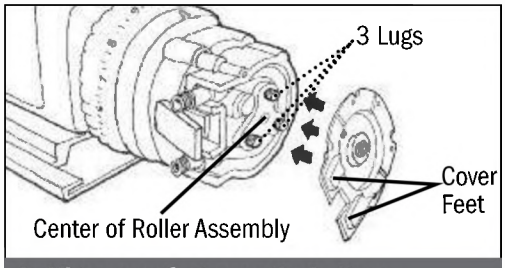
I Place new tube



J Install cover feet first



K Remove and invert cover



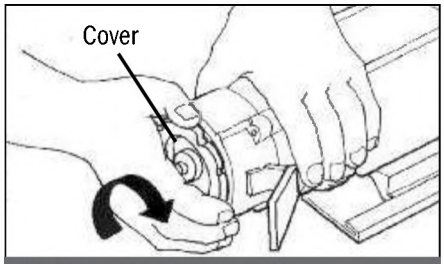
L Align cover feet near the bottom

1. Ensure the power to the pump is off and the power cord is unplugged. On the adjustable model, ensure that the feed rate control is set to 10. *Illustration H*
2. Place the new tube in the pump head and use your fingers to center it on the rollers. *Illustration I*
3. Place the tube housing cover (feet first) on the tube housing, affix the front of the latches to the cover lip and then press the latches back to secure. Be sure the cover is seated with the sleeve bearing on the shaft and is flush with the housing before latching. *Illustration J*
4. With the cover latched, plug the pump in and turn the power on. Allow the pump to run the roller assembly in its collapsed position for approximately 2 to 4 minutes to relax the tube.
5. Turn the pump off and unplug the power cord.
6. Remove the tube housing cover and flip to use as a tool in the next step. *Illustration K*
7. Position the cover feet near the tube fittings. Align the cover holes with the knurled lugs on the roller assembly. *Illustration L*

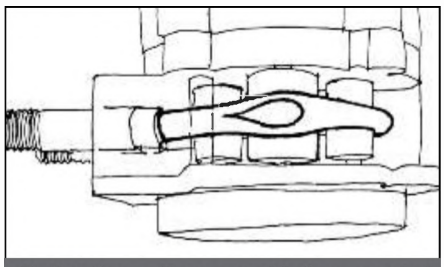
More on next page

INSTALL THE TUBE/EXPAND THE ROLLER ASSEMBLY continued

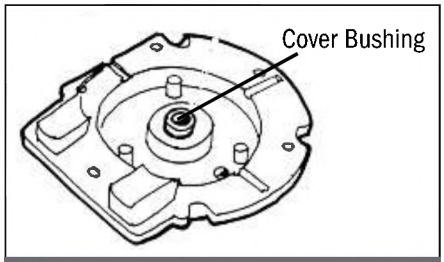
IMPORTANT: THE ROLLER ASSEMBLY MUST BE EXPANDED so the tube is pressed against the tube housing wall.



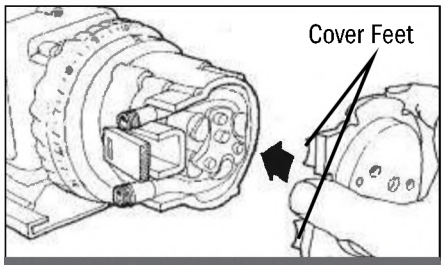
M Expand roller assembly



N Confirm roller assembly is expanded



O Apply Aquashield™ to cover bushing



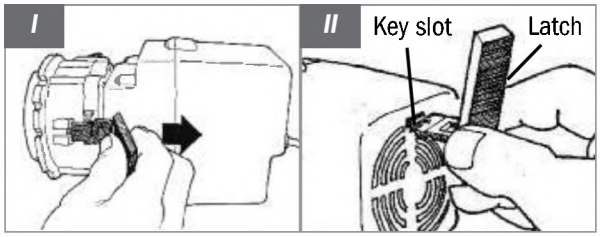
P Install cover feet first

8. Expand roller assembly.

Adjustable Models

Hold the feed rate control securely, use the cover and gently rotate the roller assembly clockwise to expand the roller assembly. The tube will be pressed against the tube housing wall.
Illustrations M & N
Proceed to step 9.

Fixed Output Models (motor vent with key slot, manufactured after 04/29/11)



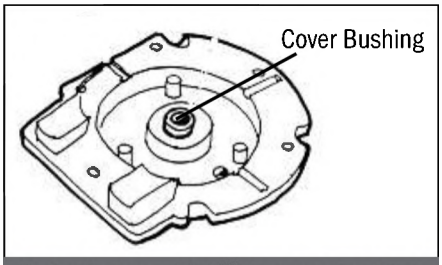
a. Slide one latch out to remove it from the tube housing. Insert the latch end into the key slot in the vent in the rear of the motor housing.
Illustrations I & II

b. While pressing the latch into the rear of the motor, hold the motor securely, use the cover and gently rotate the roller assembly clockwise to expand the roller assembly. The tube will be pressed against the tube housing wall. *Illustrations M & N*

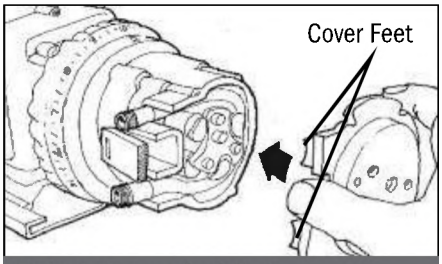
c. Re-attach latch to the tube housing.
Proceed to step 9.

More on next page

INSTALL THE TUBE/EXPAND THE ROLLER ASSEMBLY continued



O Apply Aquashield™ to cover bushing



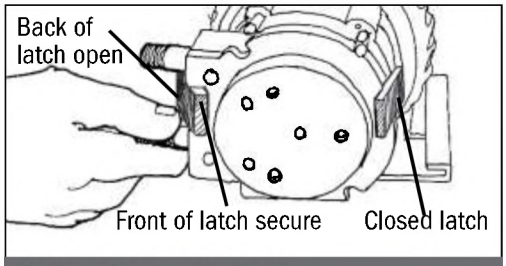
P Install cover feet first

9. Apply a small amount of AquaShield™ to the cover bushing ONLY. **DO NOT** lubricate the pump tube. *Illustration O*

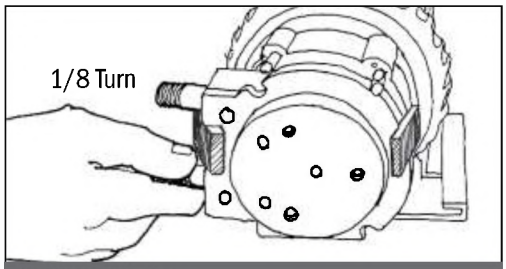
10. Place the tube housing cover (feet first) on the tube housing, affix the front of the latches to the cover lip and then press the latches back to secure. Be sure the cover is seated with the sleeve bearing on the shaft and is flush with the housing, before latching. *Illustration P*

More on next page

CENTER THE TUBE



Q Prepare to center tube



R Center tube

1. Ensure the pump is off. Lift the latch located between the tube fittings, leaving the end of the latch engaged with the lip on the tube housing cover. Leave the latch on the opposite side closed. *Illustration Q*
2. Plug the pump in and turn it on. Turn the tube fitting on the suction side not more than 1/8 of a turn in the direction the tube must move. *Illustration R*
3. **DO NOT** let go of the fitting until the tube rides approximately in center of the rollers.
4. Turn the pump off, let go of the fitting, and secure the latch between the fittings. *For CE pump only: Reinstall the safety screw on the cover.*
5. Inspect the suction and discharge lines, point of injection, and check valve duckbill for blockages. Clean all deposits and/or replace parts as required and always replace ferrules. Failure to do so may lead to poor pump performance, including shortened tube life.
6. Reconnect the suction and discharge lines. **DO NOT** allow the tube fittings to turn inside the pump housing.
7. Turn the pump on and run for two minutes to verify operation.

CLEANING THE POINT OF INJECTION

NOTICE: Indicates special instructions or general mandatory action.

Pumps rated 25 psi maximum are installed with an injection fitting and pumps rated 100 psi maximum are installed with a duckbill check valve. Both allow the extension tip to be installed in the center of the pipe directly in the flow of water to help reduce deposit accumulation.

⚠ WARNING Warns about hazards that CAN cause death, serious personal injury, or property damage if ignored.

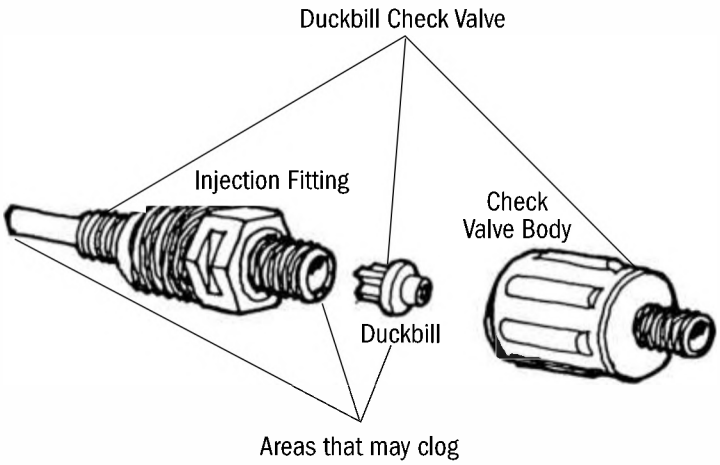
This is the safety alert symbol. When displayed in this manual or on the equipment, look for one of the following signal words alerting you to the potential for personal injury or property damage.

⚠ WARNING HAZARDOUS PRESSURE/CHEMICAL EXPOSURE

Use caution and bleed off all resident system pressure prior to attempting service or installation.

Use caution when disconnecting discharge line from pump. Discharge line may be under pressure. Discharge line may contain chemical.

To reduce risk of exposure, the use of proper personal protective equipment is mandatory when working on or near chemical metering pumps.



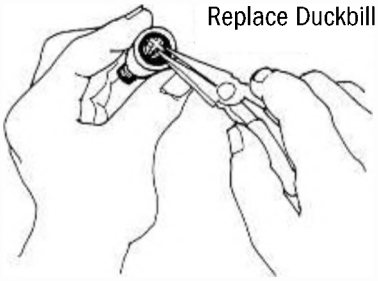
CLEANING THE POINT OF INJECTION continued

1. Turn metering pump off and unplug cord. Disable water pump or auxiliary equipment electrical supply.
2. Depressurize system and bleed pressure from pump discharge line.
3. Loosen and remove connecting nut and ferrule from the check valve or injection fitting to disconnect discharge tubing.

   Duckbill Check Valve, go to 4.
   Injection Fitting, skip 4 and go to 5.

4. - Unscrew the top fitting (check valve body) to disassemble. The bottom fitting (injection fitting with arrow) should remain attached to the pipe.
   - Remove duckbill from check valve body and replace it.
   - Examine o-ring in the injection fitting and replace if deteriorated or damaged.
5. Insert a #2 Phillips head screwdriver through injection fitting into the pipe to locate or break up accumulated deposits. If screwdriver cannot be inserted, drill the deposit out of the injection fitting (DO NOT drill through the opposite pipe wall).

More on next page



Clean out accumulated deposits with a #2 Phillips head screwdriver.

Periodic inspection and cleaning of the point of injection will maintain proper pump operation and provide maximum tube life.

CLEANING THE POINT OF INJECTION continued

6. Replace discharge line if cracked or deteriorated. If the end is clogged, cut off the calcified or blocked section of discharge line.

7. **Duckbill Check Valve**

   a. Reassemble the duckbill check valve.

   b. Replace ferrule and reinstall the discharge line to the check valve approximately 3/4" until it stops.

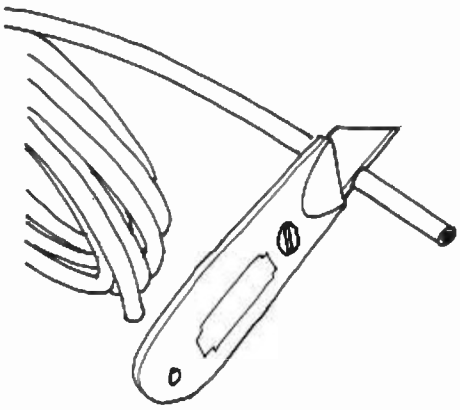
   Injection Fitting

   Replace ferrule and reinstall the discharge line to the injection fitting approximately 3/4" until it stops.

8. Tighten the connecting nut finger tight.

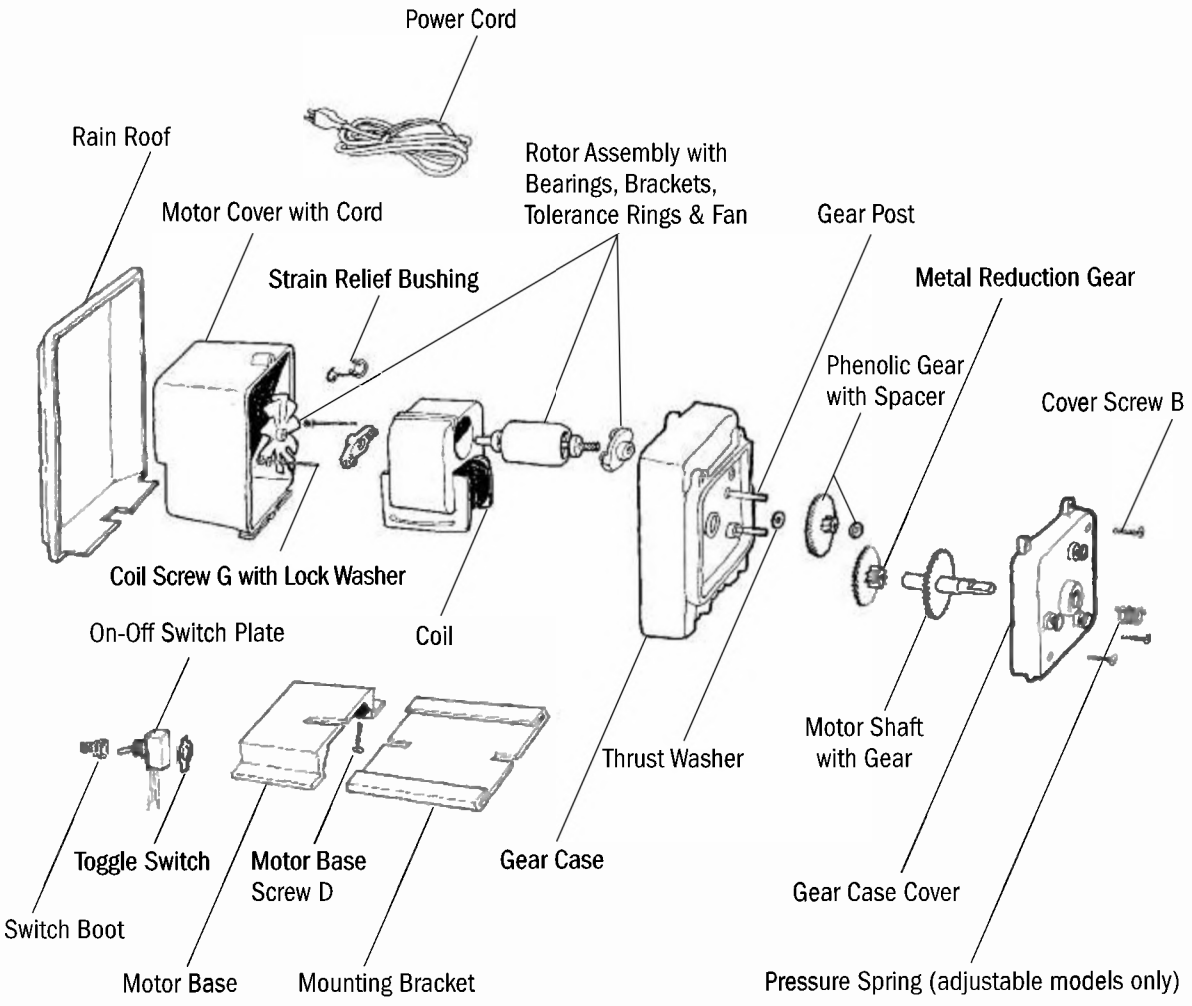
9. Enable the water pump electrical supply and pressurize the water system.
   NOTE: The roller assembly needs to be expanded so the tube is pressed against the tube housing wall.

10. Put the metering pump back in service and inspect all connections for leaks.



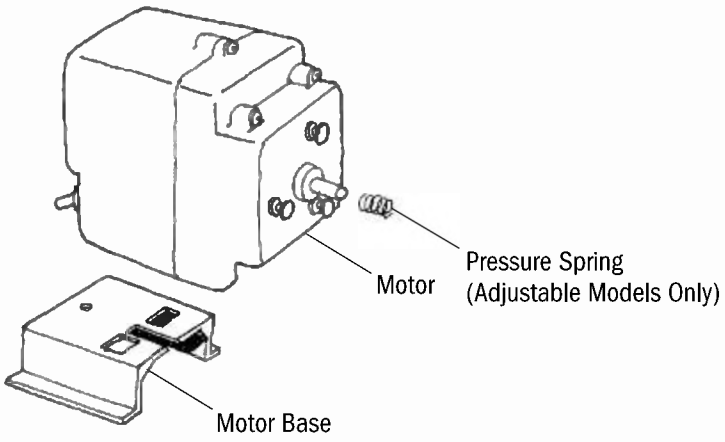
Cut off the calcified or blocked section.

MOTOR EXPLODED VIEW



Contact factory for part numbers.

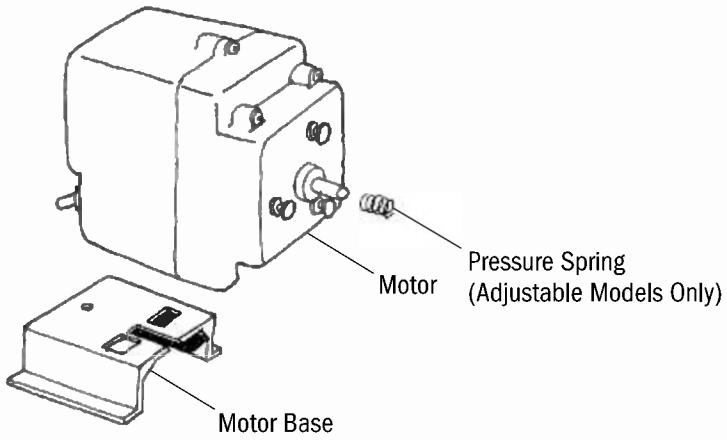
MOTOR 60Hz



MOTOR 60Hz

DESCRIPTION	WORKS WITH	PART NUMBER	UM
120V	Classic Adjustable 45, 100	**PM6041D**	EA
220V		**PM6042D**	EA
120V	Classic Adjustable 85, 170	**PM6081D**	EA
220V		**PM6082D**	EA
120V	Classic Fixed 45	**ME6041D**	EA
220V		**ME6042D**	EA
120V	Classic Fixed 85	**ME6081D**	EA
220V		**ME6082D**	EA
120V	Classic Fixed 100	**DM6041D**	EA
220V		**DM6042D**	EA
120V	Classic Fixed 170	**DM6081D**	EA
220V		**DM6082D**	EA

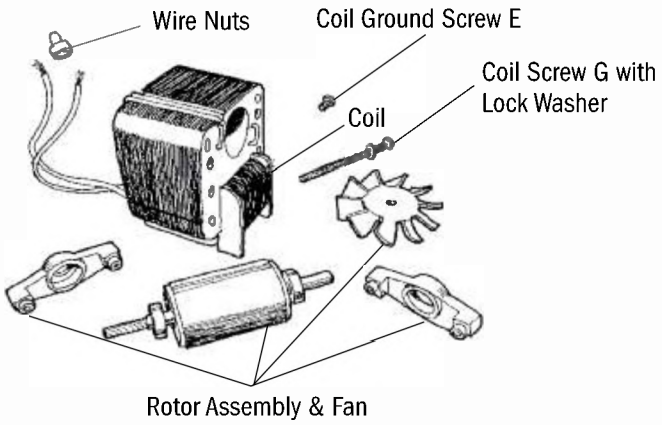
MOTOR 50Hz *International*



MOTOR 50Hz *International*

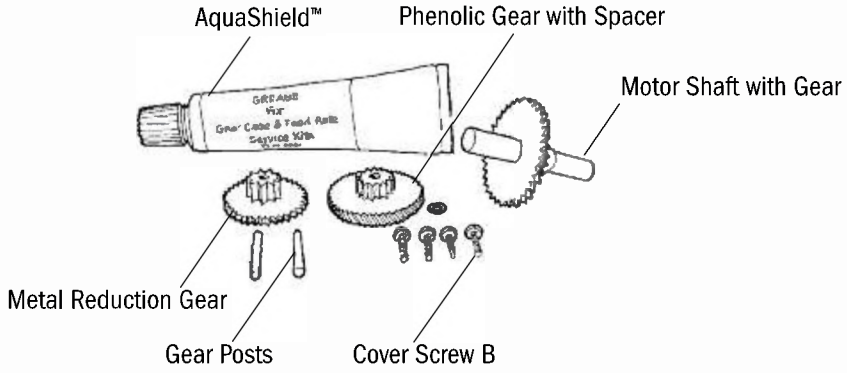
DESCRIPTION	WORKS WITH	PART NUMBER	UM
230V	Classic Adjustable 45, 100	PM64230	EA
250V		PM6426D	EA
230V	Classic Adjustable 85, 170	PM68230	EA
250V		PM6826D	EA
230V	Classic Fixed 45	ME64230	EA
250V		ME6426D	EA
230V	Classic Fixed 85	ME68230	EA
250V		ME6826D	EA
230V	Classic Fixed 100	DM64230	EA
250V		DM64250	EA
230V	Classic Fixed 170	DM68230	EA
250V		DM68250	EA

MOTOR SERVICE KITS



MOTOR SERVICE KIT 60HZ

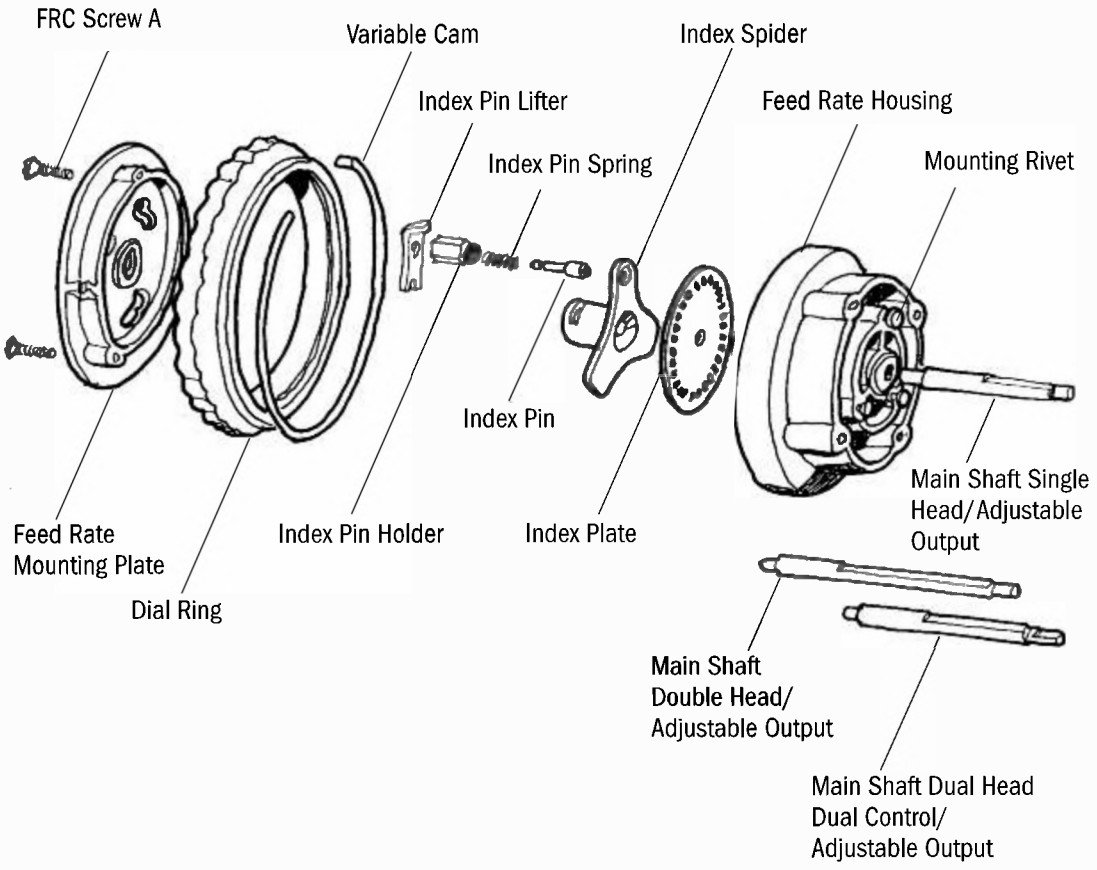
DESCRIPTION	PART NUMBER	UM
120V	**MSK120**	KIT
220V	**MSK220**	KIT



GEAR CASE SERVICE KIT

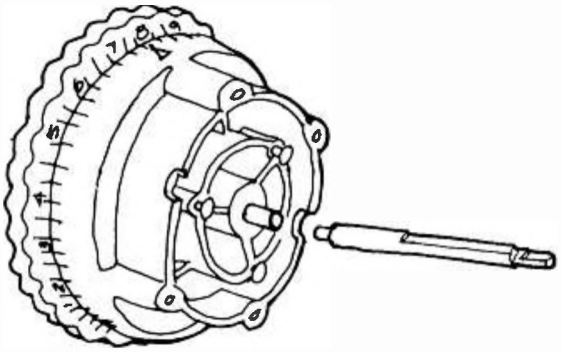
WORKS WITH	PART NUMBER	UM
Classic Adjustable 45, 100	**GSK45A**	KIT
Classic Adjustable 85, 170	**GSK85A**	KIT
Classic Fixed 45	**GSK45F**	KIT
Classic Fixed 85	**GSK85F**	KIT

FEED RATE CONTROL EXPLODED VIEW



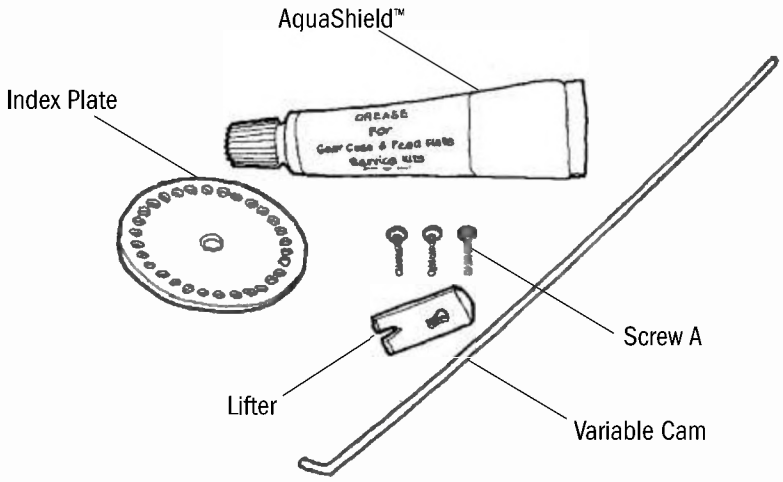
Contact factory for part numbers.

FEED RATE CONTROL AND SERVICE KIT



FEED RATE CONTROL WITH SHAFT

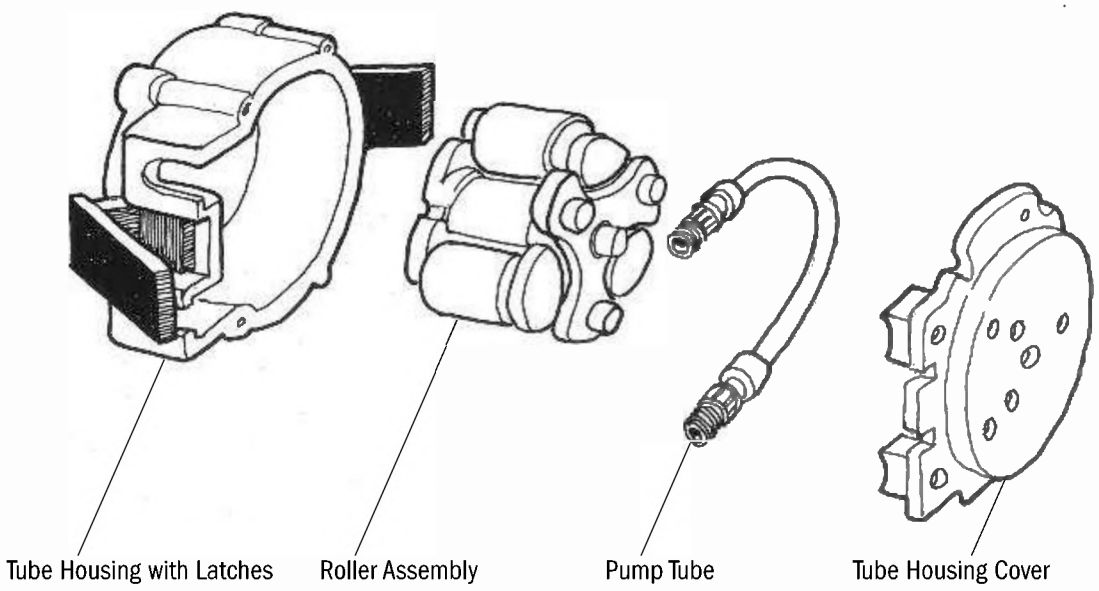
WORKS WITH	PART NUMBER	UM
Classic Adjustable 45, 85	FC5040D	EA
Classic Adjustable 100, 170	DM5040D	EA
Classic Dual Control 100, 170	DM504DC	EA



FEED RATE CONTROL SERVICE KIT

WORKS WITH	PART NUMBER	UM
Classic Adjustable 45, 85, 100, 170	FSK100	KIT

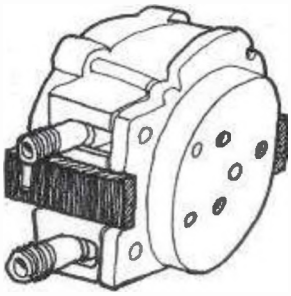
PUMP HEAD EXPLODED VIEW



PUMP HEAD PARTS

DESCRIPTION	EA	2-PK	4-PK
Tube Housing & Latches	QP400-1	QP400-2	———
Latches	———	QP401-2	———
Roller Assembly	QP500-1	———	QP500-4
Tube Housing Cover & Bushing	QP100-1	———	QP100-4

PUMP HEAD



Refer to the **FLOW RATE OUTPUT** chart to match the pump with the correct tube

PUMP HEAD 25 psi max.

Includes tube, ferrules 1/4"

DESCRIPTION	EA	2-PK
#1 Santoprene® QP Pump Head	QP251-1	QP251-2
#2 Santoprene® QP Pump Head	QP252-1	QP252-2
#3 Santoprene® QP Pump Head	QP253-1	QP253-2
#4 Santoprene® QP Pump Head	QP254-1	QP254-2
#5 Santoprene® QP Pump Head	QP255-1	QP255-2
#1 Versilon® QP Pump Head	QP25T1-1	-------
#2 Versilon® QP Pump Head	QP25T2-1	-------
#3 Versilon® QP Pump Head	QP25T3-1	-------
#4 Versilon® QP Pump Head	QP25T4-1	-------
#5 Versilon® QP Pump Head	QP25T5-1	-------

PUMP HEAD 100 psi max.

Includes tube, duckbill, ferrules 1/4"

DESCRIPTION	EA
#1 Santoprene® QP Pump Head	QP101-1
#2 Santoprene® QP Pump Head	QP102-1
#7 Santoprene® QP Pump Head (excludes Classic 100 or 170)	QP107-1
#1 Versilon® QP Pump Head	QP10T1-1
#2 Versilon® QP Pump Head	QP10T2-1

PUMP HEAD 1.7 bar max. *EUROPE*

Includes tube, ferrules 6 mm

DESCRIPTION	EA	2-PK
#1 Santoprene® QP Pump Head	QP171-1	QP171-2
#2 Santoprene® QP Pump Head	QP172-1	QP172-2
#3 Santoprene® QP Pump Head	QP173-1	QP173-2
#4 Santoprene® QP Pump Head	QP174-1	QP174-2
#5 Santoprene® QP Pump Head	QP175-1	QP175-2
#1 Versilon® QP Pump Head	QP17T1-1	-------
#2 Versilon® QP Pump Head	QP17T2-1	-------
#3 Versilon® QP Pump Head	QP17T3-1	-------
#4 Versilon® QP Pump Head	QP17T4-1	-------
#5 Versilon® QP Pump Head	QP17T5-1	-------

PUMP HEAD 6.9 bar max. *EUROPE*

Includes tube, duckbill, ferrules 6 mm

DESCRIPTION	EA
#1 Santoprene® QP Pump Head	QP691-1
#2 Santoprene® QP Pump Head	QP692-1
#7 Santoprene® QP Pump Head (excludes Classic 100 or 170)	QP697-1
#1 Versilon® QP Pump Head	QP69T1-1
#2 Versilon® QP Pump Head	QP69T2-1

NOTE: Confirm chemical compatibility with the chemical resistance guide in the catalog.

PUMP HEAD SERVICE KITS

Roller Assembly

Latches

Ferrules 1/4" or 6 mm *Europe*

Connecting Nuts 1/4"

Pump Tube

Duckbill
(100 psi)

PUMP HEAD SERVICE KIT 25 psi max.

Includes roller assembly, tube, nuts, ferrules 1/4", latches

DESCRIPTION	KIT
#1 Santoprene® QP Kit	QP251K
#2 Santoprene® QP Kit	QP252K
#3 Santoprene® QP Kit	QP253K
#4 Santoprene® QP Kit	QP254K
#5 Santoprene® QP Kit	QP255K
#1 Versilon® QP Kit	QP25T1K
#2 Versilon® QP Kit	QP25T2K
#3 Versilon® QP Kit	QP25T3K
#4 Versilon® QP Kit	QP25T4K
#5 Versilon® QP Kit	QP25T5K

PUMP HEAD SERVICE KIT 1.7 bar max. *EUROPE*

Includes roller assembly, tube, nuts, ferrules 6 mm, latches

DESCRIPTION	KIT
#1 Santoprene® QP Kit	QP171K
#2 Santoprene® QP Kit	QP172K
#3 Santoprene® QP Kit	QP173K
#4 Santoprene® QP Kit	QP174K
#5 Santoprene® QP Kit	QP175K
#1 Versilon® QP Kit	QP17T1K
#2 Versilon® QP Kit	QP17T2K
#3 Versilon® QP Kit	QP17T3K
#4 Versilon® QP Kit	QP17T4K
#5 Versilon® QP Kit	QP17T5K

PUMP HEAD SERVICE KIT 100 psi max.

Includes roller assembly, tube, duckbill, nuts, ferrules 1/4", latches

DESCRIPTION	KIT
#1 Santoprene® QP Kit	QP101K
#2 Santoprene® QP Kit	QP102K
#7 Santoprene® QP Kit	QP107K
#1 Versilon® QP Kit	QP10T1K
#2 Versilon® QP Kit	QP10T2K

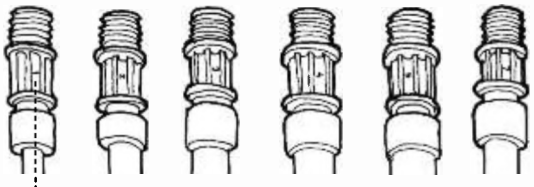
PUMP HEAD SERVICE KIT 6.9 bar max. *EUROPE*

Includes roller assembly, tube, duckbill, nuts, ferrules 6 mm, latches

DESCRIPTION	KIT
#1 Santoprene® QP Kit	QP691K
#2 Santoprene® QP Kit	QP692K
#7 Santoprene® QP Kit	QP697K
#1 Versilon® QP Kit	QP69T1K
#2 Versilon® QP Kit	QP69T2K

NOTE: Confirm chemical compatibility with the chemical resistance guide in the catalog.

PUMP TUBES



1 Tube number located on fitting

Refer to the **FLOW RATE OUTPUT** chart to match the pump with the correct tube

PUMP TUBE Includes ferrules 1/4"

DESCRIPTION	2-PK	5-PK
#1 Santoprene® Tube	UCCP201	MCCP201
#2 Santoprene® Tube	UCCP202	MCCP202
#3 Santoprene® Tube	UCCP203	MCCP203
#4 Santoprene® Tube	UCCP204	MCCP204
#5 Santoprene® Tube	UCCP205	MCCP205
#7 Santoprene® Tube (excludes Classic 100 or 170)	UCCP207	MCCP207
#1 Versilon® Tube	UCTYG01	MCTYG01
#2 Versilon® Tube	UCTYG02	MCTYG02
#3 Versilon® Tube	UCTYG03	MCTYG03
#4 Versilon® Tube	UCTYG04	MCTYG04
#5 Versilon® Tube	UCTYG05	MCTYG05

PUMP TUBE & DUCKBILL

Includes ferrules 1/4"

DESCRIPTION	2-PK
#1 Santoprene® Tube & Duckbill	UCCIFD
#2 Santoprene® Tube & Duckbill	UCCP2FD
#7 Santoprene® Tube & Duckbill (excludes Classic 100 or 170)	UCCP7FD
#1 Versilon® Tube & Duckbill	UCTY1FD
#2 Versilon® Tube & Duckbill	UCTY2FD

PUMP TUBE *EUROPE* Includes ferrules 6 mm

DESCRIPTION	2-PK	5-PK
#1 Santoprene® Tube	UCCP21CE	MCCP21CE
#2 Santoprene® Tube	UCCP21CE	MCCP21CE
#3 Santoprene® Tube	UCCP23CE	MCCP23CE
#4 Santoprene® Tube	UCCP24CE	MCCP24CE
#5 Santoprene® Tube	UCCP25CE	MCCP25CE
#7 Santoprene® Tube (excludes Classic 100 or 170)	UCCP27CE	MCCP27CE
#1 Versilon® Tube	UCTY1CE	MCTY1CE
#2 Versilon® Tube	UCTY2CE	MCTY2CE
#3 Versilon® Tube	UCTY3CE	MCTY3CE
#4 Versilon® Tube	UCTY4CE	MCTY4CE
#5 Versilon® Tube	UCTY5CE	MCTY5CE

PUMP TUBE & DUCKBILL *EUROPE*

Includes ferrules 6 mm

DESCRIPTION	2-PK
#1 Santoprene® Tube & Duckbill	UC1FDCE
#2 Santoprene® Tube & Duckbill	UC2FDCE
#7 Santoprene® Tube & Duckbill (excludes Classic 100 or 170)	UC7FDCE
#1 Versilon® Tube & Duckbill	UCTY1DCE
#2 Versilon® Tube & Duckbill	UCTY2DCE

NOTE: Confirm chemical compatibility with the chemical resistance guide in the catalog.

INJECTION FITTINGS & CHECK VALVES

1/4" Duckbill Check Valve

3/8" Duckbill Check Valve

6 mm Duckbill Check Valve

INJECTION FITTINGS 25 psi max.

DESCRIPTION	EA	5-PK
1/4" Injection Fitting with Nut & Ferrule	UCAK300	MCAK300
3/8" Injection Fitting with Nut	UCAK400	———

INJECTION FITTINGS 1.7 bar max. *EUROPE*

DESCRIPTION	EA
6 mm Injection Fitting with Nut & Ferrule	UCAK3CE

DUCKBILL CHECK VALVES 100 psi max.

DESCRIPTION	EA	5-PK
1/4" Includes Santoprene® Duckbill, Nut, Ferrule	UCDBINJ	MCDBINJ
1/4" Includes Pellethane® Duckbill, Nut, Ferrule	UCTYINJ	MCTYINJ
1/4" Includes FKM Duckbill, Nut, Ferrule	UCKMINJ	MCKMINJ
3/8" Includes Santoprene® Duckbill, Nut	UCINJ38	MCINJ38
3/8" Includes Pellethane® Duckbill, Nut	UCTYIJ38	MCTYIJ38
3/8" Includes FKM Duckbill, Nut	UCKMI38	MCKMI38

DUCKBILL CHECK VALVES 6.9 bar max. *EUROPE*

DESCRIPTION	EA	5-PK
6 mm Includes Santoprene® Duckbill, Nut, Ferrule	UCINJCE	MCINJCE
6 mm Includes Pellethane® Duckbill, Nut, Ferrule	UCTINJCE	MCTINJCE
6 mm Includes FKM Duckbill, Nut, Ferrule	UCKMJCE	MCKMJCE

NOTE: Confirm chemical compatibility with the chemical resistance guide in the catalog.

FOR YOUR RECORDS

Pump Item Number

Serial Number

Date of Installation

STENNER PUMP COMPANY

3174 DeSalvo Road
Jacksonville, Florida 32246 USA

Phone: 904.641.1666
US Toll Free: 800.683.2378
Fax: 904.642.1012

sales@stenner.com
www.stenner.com

Hours of Operation (EST):
Mon.–Thu. 7:30 am–5:30 pm
Fri. 7:00 am–5:30 pm

Assembled in the USA

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IMCL 021822

CONVERSION TABLES AND FORMULAS

MULTIPLY	BY	TO GET
Acres	.4047	Hectares
Acres	43,560	Sq. feet
Acres	4047	Sq. meters
Acres	.001562	Sq. miles
Atmospheres	1.013	Bars
Atmospheres	76.0	Cm. of mercury
Atmospheres	33.90	Feet of water
Atmospheres	29.92	Inches of mercury
Atmospheres	101.325	KiloPascals
Atmospheres	14.70	Pounds/sq. inch
B.T.U.	778.3	Foot pounds
B.T.U.	252.0	Gram calories
B.T.U.	1,054.8	Joules
B.T.U.	.0002928	Kilowatt - hours
Bars	100	KiloPascals
Bars	14.50	Pounds/sq. inch
Calories	.003968	B.T.U.
Calories	3.0880	Foot-pounds
Centimeters	.03281	Feet
Centimeters	.3937	Inches
Centimeters	.01	Meters
Centimeters	10	Millimeters
Centimeters	393.7	Mils
Centimeters of mercury	.01316	Atmospheres
Centimeters of mercury	.4461	Feet of water
Centimeters of mercury	.1934	Pounds/ sq. inch
Chains	792	Inches
Chains	20.12	Meters
Chains	22	Yards
Cubic centimeters	.00003531	Cubic feet
Cubic centimeters	.06102	Cubic inches
Cubic centimeters	.000001	Cubic meters
Cubic centimeters	.001	Liters
Cubic feet	1728	Cubic inches
Cubic feet	.02832	Cubic meters
Cubic feet	.03704	Cubic yards
Cubic feet	7.4805	Gallons
Cubic feet	28.32	Liters
Cubic feet	59.84	Pints (liq.)
Cubic feet	29.92	Quarts (liq.)
Cubic feet/minute	.1247	Gallons/second
Cubic feet/minute	.4719	Liter/second
Cubic feet/minute	62.43	Pounds of water/min.
Cubic feet/second	448.831	Gallons/min.
Cubic inches	16.39	Cubic centimeters
Cubic inches	.0005787	Cubic feet
Cubic inches	.00001639	Cubic meters
Cubic inches	.004329	Gallons
Cubic inches	.01639	Liters
Cubic inches	.03463	Pints (liq.)
Cubic inches	.01732	Quarts (liq.)
Cubic meters	1,000,000	Cubic centimeters
Cubic meters	35.31	Cubic feet
Cubic meters	61,023	Cubic inches
Cubic meters	264.2	Gallons
Cubic meters	2113	Pints (liq.)
Cubic meters	1057	Quarts (liq.)
Cubic meters/hour	4.4	Gallons/minute
Cubic yards	764,600	Cubic centimeters
Cubic yards	27	Cubic feet
Cubic yards	46,656	Cubic inches
Cubic yards	.7646	Cubic meters
Cubic yards	202.0	Gallons
Cubic yards	764.6	Liters
Fathoms	6	Feet
Feet	30.48	Centimeters
Feet	12	Inches
Feet	.3048	Meters
Feet	304.8	Millimeters
Feet of water	.0295	Atmospheres
Feet of water	.8826	Inches of mercury
Feet of water	.4335	Pounds/sq. inch
Feet/minute	.5080	Centimeters/sec.
Feet/minute	.01667	Feet/sec.
Feet/minute	.3048	Meters/min.
Feet/minute	.01136	Miles/hour
Feet/second	18.29	Meters/min.
Feet/second	.6818	Miles/hour
Foot candles	10.764	Lux
Gallons	3785	Cubic centimeters
Gallons	.1337	Cubic feet
Gallons	231	Cubic inches

MULTIPLY	BY	TO GET
Gallons	.003785	Cubic meters
Gallons	3.785	Liters
Gallons	8	Pints (liq.)
Gallons	4	Quarts (liq.)
Gallons of water	8.345	Pounds of water
Gallons/minute	8.0208	Cubic feet/hour
Gallons/minute	3.785	Liters/minute
Gallons/minute	500	Pounds of water/hour
Grams	.001	Kilograms
Grams	1000	Milligrams
Grams	.03527	Ounces
Hectares	2.471	Acres
Inches	2.540	Centimeters
Inches	.02540	Meters
Inches	25.40	Millimeters
Inches	1000	Mils
Inches of mercury	.03342	Atmospheres
Inches of mercury	1.133	Feet of water
Inches of water	.002458	Atmospheres
Inches of water	.03613	Pounds/sq. inch
Joules	.000948	B.T.U.
Joules	.7376	Foot-pounds
Joules	.0002778	Watts-hour
Kilograms	1000	Grams
Kilograms	2.205	Pounds
Kilograms/meter	.6720	Pounds/foot
Kiloliters	1000	Liters
Kilometers	100,000	Centimeters
Kilometers	3281	Feet
Kilometers	1000	Meters
Kilometers	.6214	Miles
Kilometers	1094	Yards
Kilometers/hour	27.78	Centimeters/sec.
Kilometers/hour	54.68	Feet/min.
Kilometers/hour	.9113	Feet/sec.
Kilometers/hour	16.67	Meters/minute
Kilometers/hour	.6214	Miles/hour
KiloPascals	.1450	Pounds/sq. inch
Liters	1000	Cubic centimeters
Liters	.03531	Cubic feet
Liters	61.02	Cubic inches
Liters	.001	Cubic meters
Liters	.2642	Gallons
Liters	2.113	Pints (liq.)
Liters	1.057	Quarts (liq.)
Lumens/sq. foot	1	Foot-candles
Lumens/sq. foot	10.76	Lumens/sq. meter
Lux	.0929	Foot-candles
Meters	100	Centimeters
Meters	3.281	Feet
Meters	39.37	Inches
Meters	.001	Kilometers
Meters	1000	Millimeters
Meters	1.094	Yards
Meters/minute	3.281	Feet/minute
Meters/minute	.05468	Feet/second
Meters/minute	.06	Kilometers/hr.
Meters/minute	.03728	Miles/hr.
Meters/second	196.8	Feet/minute
Meters/second	3.281	Feet/second
Meters/second	3.6	Kilometers/hr.
Meters/second	2.237	Miles/hr.
Microns	.0000394	Inches
Microns	.000001	Meters
Miles	5280	Feet
Miles	1.609	Kilometers
Miles	1,609	Meters
Miles	1760	Yards
Miles/hour	44.70	Centimeters/sec.
Miles/hour	88	Feet/min.
Miles/hour	1.467	Feet/sec.
Miles/hour	1.609	Kilometers/hr.
Miles/hour	26.82	Meters/min.
Milligrams	.001	Grams
Milligrams/liter (liq.)	1	Parts/million
Milliliters	.001	Liters
Millimeters	.1	Centimeters
Millimeters	.003281	Feet
Millimeters	.03937	Inches
Mils	.00254	Centimeters
Mils	.001	Inches
Ounces	28.350	Grams

MULTIPLY	BY	TO GET
Ounces	29.47	Milliliters
Ounces	.0625	Pounds
Pints (liq.)	.4732	Liters
Pints (liq.)	16	Ounces
Pounds	16	Ounces
Pounds/sq. inch	.06804	Atmospheres
Multiply	by	to get
Pounds/sq. inch	2.307	Feet of water
Pounds/sq. inch	2.036	Inches of mercury
Pounds/sq. inch	6.897	KiloPascals
Quarts (liq.)	.9463	Liters
Quarts (liq.)	32	Ounces
Rods	16.5	Feet
Sq. centimeters	.001076	Sq. feet
Sq. centimeters	.1550	Sq. inches
Sq. centimeters	.0001	Sq. meters
Sq. centimeters	100	Sq. millimeters
Sq. feet	929	Sq. centimeters
Sq. feet	144	Sq. inches
Sq. feet	.09290	Sq. meters
Sq. inches	6.452	Sq. centimeters
Sq. inches	.006944	Sq. feet
Sq. inches	645.2	Sq. millimeters
Sq. kilometers	10,760,000	Sq. feet
Sq. kilometers	1,000,000	Sq. meters
Sq. kilometers	.3861	Sq. miles
Sq. meters	10.76	Sq. feet
Sq. meters	1.196	Sq. yards
Sq. miles	640	Acres
Sq. miles	2.590	Sq. kilometers
Sq. yards	9	Sq. feet
Sq. yards	1,296	Sq. inches
Ton (long)	1016	Kilograms
Ton (long)	2240	Pounds
Ton (long)	1.12	Ton (short)
Ton (metric)	1000	Kilograms
Ton (metric)	2205	Pounds
Ton (short)	907.1848	Kilograms
Ton (short)	32,000	Ounces
Ton (short)	2000	Pounds
Ton (short)	.89287	Ton (long)
Ton (short)	.90718	Tons (metric)
Yards	91.44	Centimeters
Yards	36	Inches
Yards	.9144	Meters

* All liquids are in U.S. fluid measurements unless otherwise stated.

DECIMAL AND MILLIMETER EQUIVALENTS OF FRACTIONS

FRACTIONS	DECIMALS	MILLIMETERS
1/32	.03125	.794
1/16	.0625	1.588
3/32	.09375	2.381
1/8	.125	3.175
5/32	.15625	3.969
3/16	.1875	4.763
7/32	.21875	5.556
1/4	.250	6.350
9/32	.28125	7.144
5/16	.3125	7.938
11/32	.34375	8.731
3/8	.375	9.525
13/32	.40625	10.319
7/16	.4375	11.113
15/32	.46875	11.906
1/2	.500	12.700
17/32	.53125	13.494
9/16	.5625	14.288
19/32	.59375	15.081
5/8	.625	15.875
21/32	.65625	16.669
11/16	.6875	17.463
23/32	.71875	18.256
3/4	.750	19.050
25/32	.78125	19.844
13/16	.8125	20.638
27/32	.84375	21.431
7/8	.875	22.225
29/32	.90625	23.019
15/16	.9375	23.813
31/32	.96875	24.606
1	1.000	25.400

CONVERSION TABLES AND FORMULAS

NUMERIC NOTATIONS

Prefix	Numeral	Symbol	Scientific
Tera	1,000,000,000,000	T	1012
Giga	1,000,000,000	G	109
Mega	1,000,000	M	106
Kilo	1000	k	103
Hecto	100	h	102
Deka	10	da	10
	1		
Deci	.1	d	10-1
Centi	.01	c	10-2
Milli	.001	m	10-3
Micro	.000001	μ	10-6
Nano	.000000001	n	10-9
Pico	.000000000001	p	10-12

TEMPERATURE CONVERSION TABLE

C	F	C	F	C	F	C	F
–40	–40.0	16	60.8	70	158.0	300	572.0
–38	–36.4	17	62.6	75	167.0	305	581.0
–36	–32.8	18	64.4	80	176.0	310	590.0
–34	–29.2	19	66.2	85	185.0	315	599.0
–32	–25.6	20	68.0	90	194.0	320	608.0
–30	–25.6	20	68.0	90	194.0	320	608.0
–28	–18.4	22	71.6	100	212.0	330	626.0
–26	–14.8	23	73.4	105	221.0	335	635.0
–24	–11.2	24	75.2	110	230.0	340	644.0
–22	–7.6	25	77.0	115	239.0	345	653.0
–20	–4.0	26	78.8	120	248.0	350	662.0
–19	–2.2	27	80.6	125	257.0	355	671.0
–18	–0.4	28	82.4	130	266.0	360	680.0
–17	+1.4	29	84.2	135	275.0	365	689.0
–16	3.2	30	86.0	140	284.0	370	698.0
–15	5.0	31	87.8	145	293.0	375	707.0
–14	6.8	32	89.6	150	302.0	380	716.0
–13	8.6	33	91.4	155	311.0	385	725.0
–12	10.4	34	93.2	160	320.0	390	734.0
–11	12.2	35	95.0	165	329.0	395	743.0
–10	14.0	36	96.8	170	338.0	400	752.0
–9	15.8	37	98.6	175	347.0	425	797.0
–8	17.6	38	10.4	180	356.0	450	842.0
–7	19.4	39	102.2	185	365.0	475	887.0
–6	21.2	40	104.0	190	374.0	500	932.0
–5	23.0	41	105.8	195	383.0	525	977.0
–4	24.8	42	107.6	200	392.0	550	1022.0
–3	26.6	43	109.4	205	401.0	575	1067.0
–2	28.4	44	111.2	210	410.0	600	1112.0
–1	30.2	45	113.0	215	419.0	625	1157.0
0	32.0	46	114.8	220	428.0	650	1202.0
1	33.8	47	116.6	225	437.0	675	1247.0
2	35.6	48	118.4	230	446.0	770	1292.0
3	37.4	49	120.2	235	455.0	725	1337.0
4	39.2	50	122.0	240	464.0	750	1382.0
5	41.0	51	123.8	245	473.0	775	1427.0
6	42.8	52	125.6	250	482.0	800	1472.0
7	44.6	53	127.4	255	491.0	825	1517.0
8	46.4	54	129.2	260	500.0	850	1562.0
9	48.2	55	131.0	265	509.0	875	1607.0
10	50.0	56	132.8	270	518.0	900	1652.0
11	51.8	57	134.6	275	527.0	925	1697.0
12	53.6	58	136.4	280	536.0	950	1742.0
13	55.4	59	138.2	285	545.0	975	1787.0
14	57.2	60	140.0	290	554.0	1000	1832.0
15	59.0	65	149.0	295	563.0	1050	2732.0

TEMPERATURE CONVERSION FORMULAS

Degrees Celsius	= 5/9 (degrees Fahrenheit) –32
Degrees Celsius	= degrees Kelvin –273.15
Degrees Fahrenheit	= 1.8 (degrees Celsius) +32
Degrees Fahrenheit	= degrees Rankine –459.67
Degrees Kelvin	= degrees Celsius +273.15
Degrees Rankine	= degrees Fahrenheit +459.67

AVERAGE ABSOLUTE ATMOSPHERIC PRESSURE

Altitude above sea level	PSIA	Inches Hg.	mm. Hg.
0	14.7	29.9	760.0
500	14.4	29.4	744.6
1,000	14.2	29.8	734.3
1,500	13.9	28.3	718.8
2,000	13.7	27.8	708.4
3,000	13.2	26.8	685.6
4,000	12.7	25.9	656.7
5,000	12.2	24.9	630.9
6,000	11.7	24.0	605.5
7,000	11.3	23.1	584.4

TEMPERATURE RANGES FOR PLASTICS*

	Maximum Use Temp. (°C)	HDT Temp. (°C)	Brittleness Temp. (°C)	Transparency	Autoclaving
ETFE	150	104	–105	Translucent	Yes
FEP	205	158	–270	Translucent	Yes
HDPE	120	65	–100	Translucent	No
LDPE	80	45	–100	Translucent	No
PC	135	138	–135	Clear	Yes
PETG	70	70	-40	Clear	No
PMP	175	85	20	Clear	Yes
PP	135	107	0	Translucent	Yes
PPCO	121	90	–40	Translucent	Yes
PS	90	105	20	Clear	No
PVC (rigid)	70	90	–30	Clear	No
Silicone	200	–46	–117	Translucent	Yes
TFE	288	200	–100	Opaque	Yes

*ABBREVIATION KEY

EFTE = Tefzel	PMP = polymethylpentene
FEP = Teflon	PP = polypropylene
HDPE = high-density polyethylene	PPCO = polypropylene copolymer
LDPE = low-density polyethylene	PS = polystyrene
PC = polycarbonate	PVC = polyvinyl chloride
PETG = polyethylene terephthalate copolymer	PVDF = polyvinylidene fluoride
PFA = Teflon PFA*	TFE = tetrafluoroethylene

THRESHOLD LIMIT VALUES*

TLV in mg/m³ = $\frac{\text{(TLV in ppm) (gram molecular weight of substance)}}{24.45}$

TLV in ppm = $\frac{\text{(TLV in mg/m³) (24.45)}}{\text{gram molecular weight of substance}}$

Volume percent = 10,000 ppm

Volume percent × .0001 = ppm

*Conversion of TLVs in ppm to mg/m³

FORMULAS

DOSAGE / WATER

GAS

GPM X .012 X PPM = PPD
Flow X .012 X Dose = Feed Rate

MGD X 8.34 X PPM = PPD
Flow X 8.34 X Dose = Feed Rate

LIQUID

MGD X 8.34 X PPM = PPD
Flow X 8.34 X Dose = Feed Rate

$$\frac{\text{PPD}}{\%\ \text{X SG X 8.34}} = \text{GPD}$$

Conc X Spec Grav X H20 = Gal

PUMP / WATER

$$\frac{\text{GPM X Ft. Head}}{3960\ \text{X BHP}} = \text{Pump Eff}$$

BHP - Brake Horsepower to pump

$$\frac{\text{GPM X Ft. Head}}{3960\ \text{X Eff.}} = \text{BHP}$$

Cost of Pumping 1,000 Gal.

$$\frac{.189\ \text{X Cost KWH X Ft. Head}}{\text{Pump Eff X Motor Eff X 60}}$$

Pressure

PSI X 2.31 = Feet WC
WC - Water Column

Vacuum

Hg X 1.1338 = 1 Ft. WC

Velocity

.408 X GPM / (P")2 = FPS
(P")2 - Pipe Radius in Inches Sq.

1 Gallon = 8.34 Pounds

1 Cubic Foot = 7.48 Gallons

CFS = GPM / 449

CONVERSIONS

LENGTH

1 Mile = 5,280 Feet
1 Mile = 1.609 Kilometers
1 Kilometer = .621 Miles
1 Yard = .9144 Meters
1 Meter = 3.28 Feet
1 Meter = 39.37 Inches
1 Foot = .3048 Meters
1 Inch = 2.54 Centimeters
1 Centimeter = .394 Inches
1 Fathom = 6 Feet
1 Rod = 5.5 Yards

WEIGHT

1 Ton = 2000 Pounds
1 Ton = 907.2 Kilograms
1 Kilogram = 2.205 Pounds
1 Pound = 453.6 Grams
1 Ounce = 28.35 Grams
1 Gram = .0353 Ounces

DRY VOLUME

1 Cu. Meter = 1.308 Cu. Yards
1 Cu. Meter = 35.31 Cu. Feet
1 Cu. Yard = .7646 Cu. Meters
1 Cu. Foot = .0283 Cu. Meters

LIQUID VOLUME

1 Gallon = 3.785 Liters
1 Liter = .2642 Gallons
1 Quart = .9463 Liters
1 Liter = 1.057 Quarts

POWER

1 Horsepower = 746 Watts
1 Hp. = 33000 Ft. Lbs./Min
1 BTU/Hour = .293 Watts
1 BTU = 252 Gram-Calories

ELECTRIC

Ohms = Volts/Amperes
DC Watts = Volts X Amperes

TEMPERATURE

Fahrenheit = Cent. X 1.8 + 32
Cent. = Fahrenheit - 32 / 1.8

SCANNED 8/19/2011 12:17:47 PM

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

CON 24-06

Application No.: 080924-14
General Permit No.: 36-03239-W

August 19, 2011

USEPPA UTILITY COMPANY INC
P O BOX 640
BOKEELIA, FL 33922

Dear Permittee:

SUBJECT: **General Water Use Permit No.:** 36-03239-W
Project: USEPPA UTILITY COMPANY
Location: LEE COUNTY, S9/T44S/R21E
Permittee: USEPPA UTILITY COMPANY INC

This letter is to notify you of the District's agency action concerning your Notice of Intent to Use Water. This action is taken pursuant to Chapter 40E-20, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a General Water Use Permit is in effect for this project subject to:

1. Not receiving a filed request for Chapter 120, Florida Statutes, administrative hearing and

2. The attached Limiting Conditions.

The purpose of this application is to obtain a Water Use Permit for public water supply for USEPPA Utility Company (USEPPA) serving 463 persons in the year 2031 with an average per capita use rate of 117 gallons per day. Withdrawals are from the Mid-Hawthorn aquifer via two existing withdrawal facilities. USEPPA proposes to continue to upgrade the reverse osmosis (RO) water treatment system and increase the efficiency. The project was previously permitted as a major general permit, but the permit was allowed to expire. Due to the proposed decrease in population and increase in efficiency of the RO system this permit will be issued as a minor general permit. Staff recommends issuance of the same permit number (36-03239-W) for file continuity.

Date Of Issuance: August 19, 2011

Expiration Date: August 19, 2031

Water Use Classification: Public Water Supply

Water Use Permit Status: Expired/Previously Permitted

Environmental Resource Permit Status: Not Applicable

Right Of Way Permit Status: Not Applicable.

Ground Water From: Mid-Hawthorn Aquifer

Permitted Allocation(s):

Annual Allocation:	19,772,400 Gallons
Maximum Monthly Allocation:	2,964,200 Gallons
Maximum Daily Allocation:	97,500 Gallons

Existing Withdrawal Facilities - Ground Water

Source: Mid-Hawthorn Aquifer

2 - 6" X 320' X 90 GPM Wells Cased To 280 Feet

Rated Capacity

Source(s)	Status Code	GPM	MGD	MGM	MGY
Mid-Hawthorn Aquifer	E	180	0.26	7.9	95
Totals:		**180**	**0.26**	**7.9**	**95**

Should you object to the Limiting Conditions, please refer to the attached Notice of Rights which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have questions concerning this matter. If we do not hear from you prior to the time frame specified in the Notice of Rights, we will assume that you concur with the District's recommendations.

Certificate Of Service

I HEREBY CERTIFY that a Notice of Rights has been mailed to the addressee not later than 5:00 p.m. this 19th day of August, 2011, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,

Thomas Colios
Section Leader
Water Use Regulation Division

TDC /lu

Enclosure

c: Lee County HRS

Limiting Conditions

1. This permit shall expire on August 19, 2031.
2. Application for a permit modification may be made at any time.
3. Water use classification:

   Public water supply

4. Source classification is:

   Ground Water from:
   Mid-Hawthorn Aquifer

5. Annual allocation shall not exceed 19.7724 MG.

   Maximum monthly allocation shall not exceed 2.9642 MG.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

   Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

   Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

   This Permit is issued to:

   USEPPA Utility Company
   3907 SW 1st Street
   Cape Coral, FL 33991

7. Withdrawal Facilities:

   Ground Water - Existing:

   2 - 6" X 320' X 90 GPM Wells Cased To 280 Feet

Limiting Conditions

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

   Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

   (1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

   (2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

   (1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

   (2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

   (3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

Limiting Conditions

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

    (1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

    (2) Reduction in water levels that harm the hydroperiod of wetlands,

    (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

    (4) Harmful movement of contaminants in violation of state water quality standards, or

    (5) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.

13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.

15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: SFWMD, Regulatory Support Division, MSC 2420, P.O. Box 24680, West Palm Beach, FL 33416-4680.

16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.

17. Pursuant to Subsection 373.243 (4), Florida Statutes, nonuse of the water supply for a period of two years or more at any time within the duration of the permit may result in the District revoking the permit in whole or in part, unless the Permittee can demonstrate that the Permittee's nonuse of water was due to extreme hardship caused by factors beyond the Permittee's control.

18. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.

Limiting Conditions

19. Public water utilities that control, either directly or indirectly, a wastewater treatment plant, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (1) the status of distribution system construction, including location and capacity of lines; (2) a summary of uncommitted supplies for the next year; (3) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (4) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.

SCANNED

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

Initiation of an Administrative Hearing
Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation
The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW
Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

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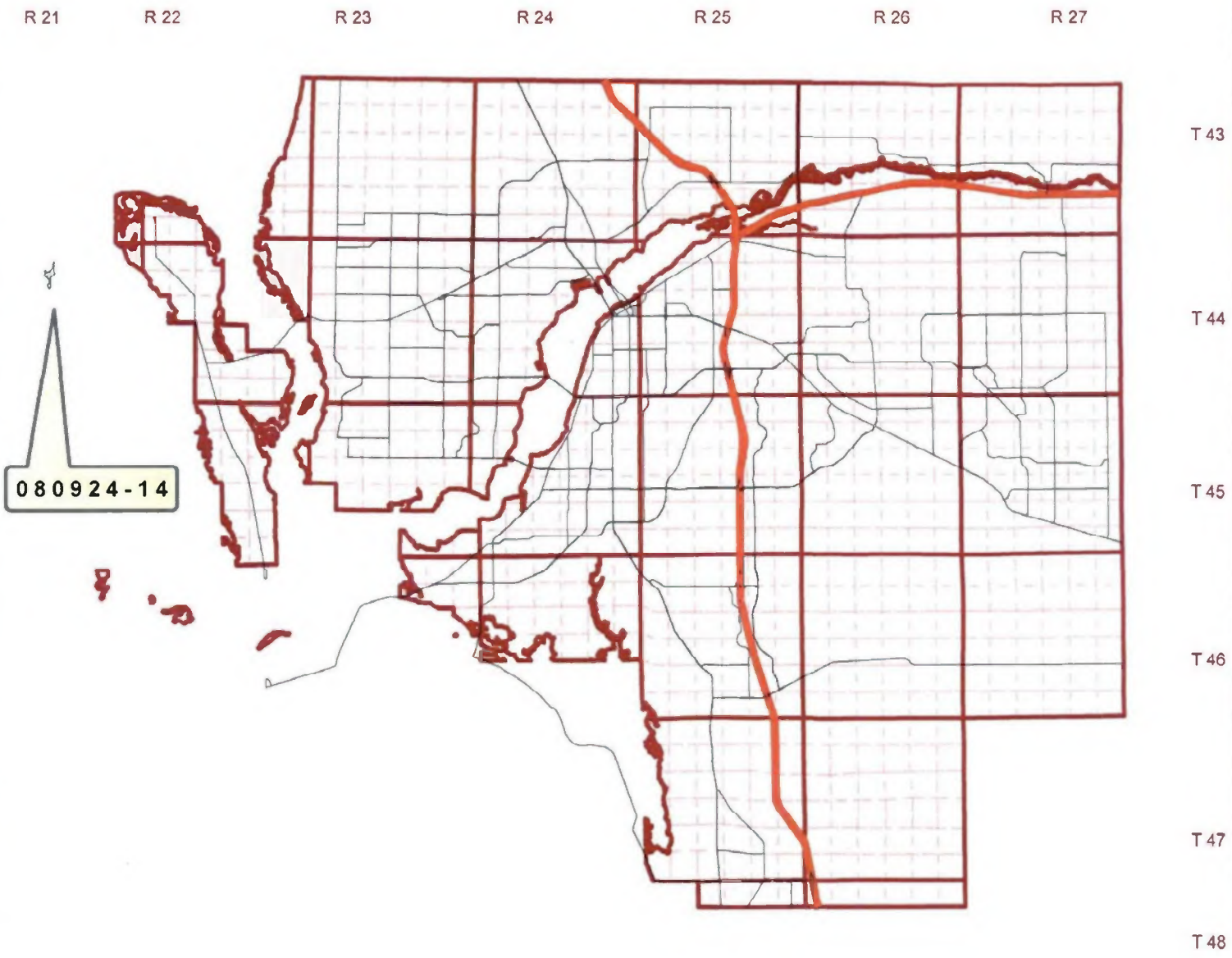

LEE COUNTY, FLORIDA

N

Application Number: 080924-14

Map Date: 2011-08-16

Permit Number: 36-03239-W

Sec 9 / Twp 44 / Rge 21

Project Name: USEPPA UTILITY COMPANY

0 34,500 69,000

Feet

Exhibit No: 1

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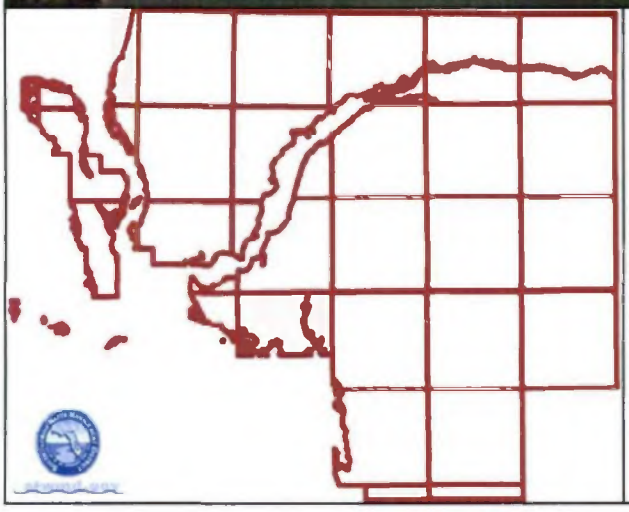


LEE COUNTY, FLORIDA

Application

WELL

N

Map Date: 2011-08-17

Application Number: 080924-14

Permit Number: 36-03239-W

Sec 9 / Twp 44 / Rge 21

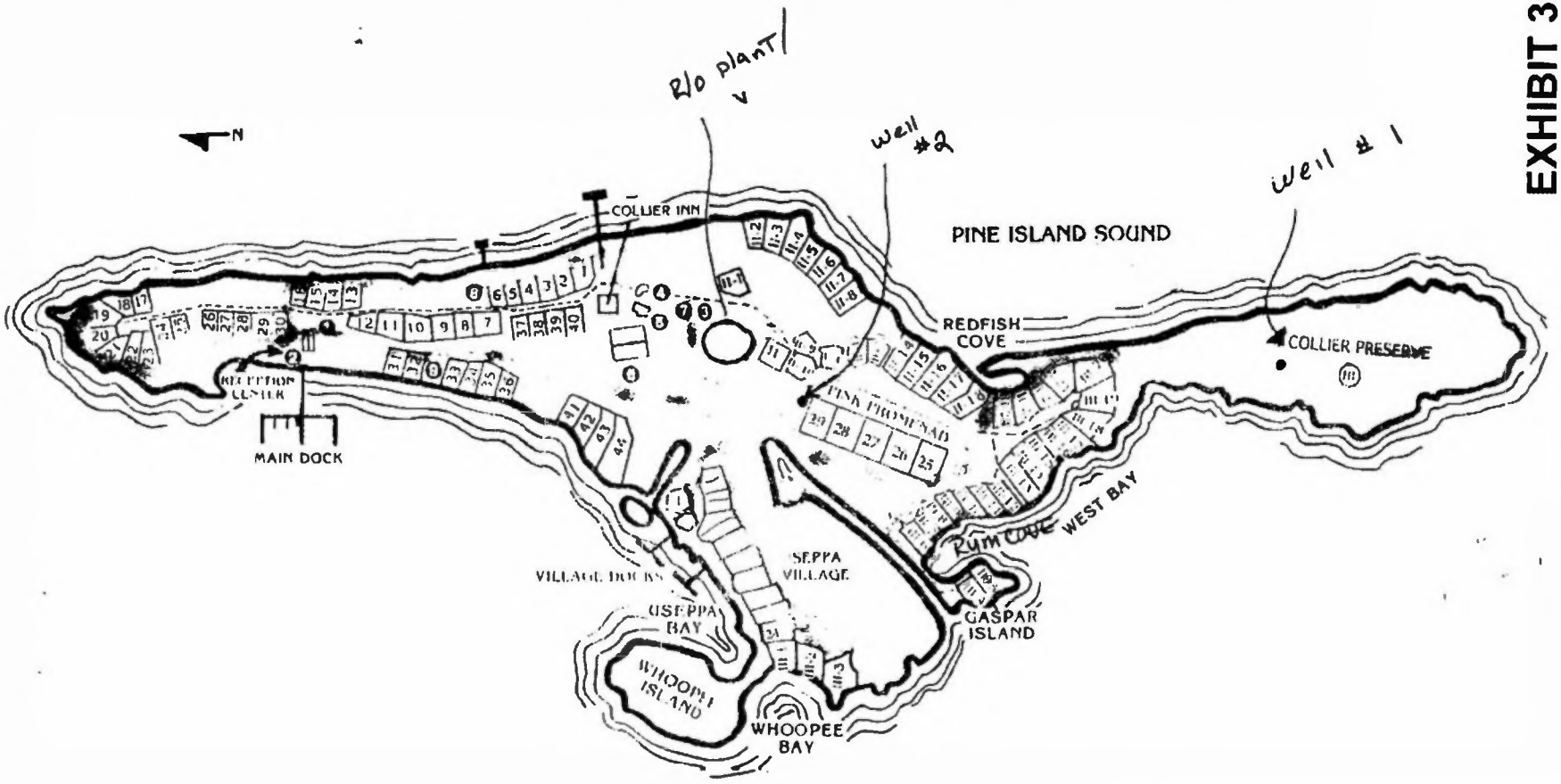
Project Name: USEPPA UTILITY COMPANY

0 0.125 0.25

Miles

Exhibit No: 2

EXHIBIT 3



1. RECEPTION CENTER, ADMINISTRATION, TARPON BAR, AND GENERAL STORE
2. BARBECUE AREA
3. HISTORICAL MUSEUM
4. SWIMMING POOL/SPA/SUN DECK
5. PRO SHOP
6. HAR TRU TENNIS COURTS
7. CROQUET COURTS
8. WHITE SAND BEACH
9. FITNESS CENTER
10. COLLIER PRESERVE
11. FIRE COMPANY RESIDENCE

USEPPA ISLAND CLUB

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TABLE - A
Description Of Wells.

Application Number: 080924-14

Well ID	25277	25278	114685
Name	Well 1	Well 2 Abandoned	Well 2R (replace well 2)
Map Designator	Well 1	Well 2 Abandoned	Well 2R
FLUWID Number			
Well Field			
Existing/Proposed	E	E	E
Well Diameter(Inches)	6	4	6
Total Depth(feet)	320	300	320
Cased Depth(feet)	280	290	280
Facility Elev. (ft. NGVD)			
Screened Interval			
From	0	0	
To	0	0	
Pumped Or Flowing	P	P	P
Pump Type	centrifugal	centrifugal	centrifugal
Pump Int. Elev.			
Feet (NGVD)			
Feet (BLS)	110	0	110
Pump Capacity(GPM)	90	0	90
Year Drilled	1989	1989	2002
Planar Location			
Source	APPLICANT	APPLICANT	APPLICANT
Feet East	259848	259783	260209
Feet North	846032	847805	848157
Accounting Method	unspecified	unspecified	flow meter
Use Status	Secondary	Abandoned	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Mid-Hawthorn Aquifer	Mid-Hawthorn Aquifer	Mid-Hawthorn Aquifer

Exhibit No: 4

Summary Of Water Use Demands & Recommended Allocation Components

Application Number: 080924-14

Public Water Supply **Recommended Allocation (MGD):** 0.0542 **Recommended Maximum Month Withdrawals (MGM):** 2.9642

Description	Population	Rec. PCUR	<---------- Recommended Demands-- Avg. Daily MGD	Peak Factor	Max Monthly MGM	Delivery System Efficiency	<--------Recommended Alloca Daily MGD	Max. Monthly MGM
USEPPA ISLAND	463	117	0.0542	1.8	2.9642	100%	0.0542	2.9642

Exhibit No: 5

CAPACITY ANALYSIS REPORT

ENGINEERING SERVICES

Prepared for:

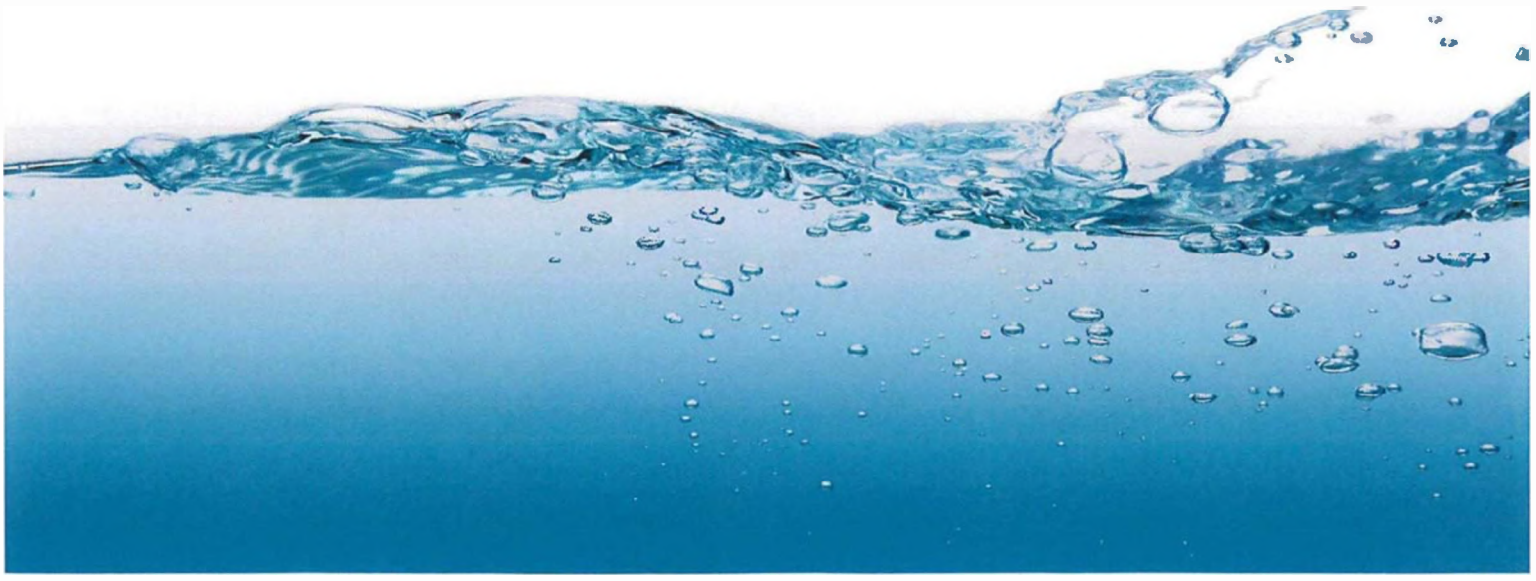
USEPPA ISLAND UTILITIES
WATER TREATMENT PLANT
USEPPA ISLAND
Lee County, Florida
PWS ID No. 536-0299

Prepared by:

U.S. Water®
Services Corporation

Water and Wastewater Utility Operations, Maintenance, Engineering, Management
4939 Cross Bayou Boulevard
New Port Richey • FL • 34652

June 2024



PROFESSIONAL ENGINEER CERTIFICATION

I hereby certify that I am a registered Professional Engineer in the State of Florida practicing with U.S. Water Services Corporation, and that I have supervised the preparation and have approved this report for:

PROJECT: **Useppa Island Utilities Company, Inc.**
Water Treatment System
PWS ID No. 536-0299
Useppa Island
Lee County, Florida

REPORT: **Capacity Analysis Report**

NAME: Mohammed Kader, P.E.

SIGNATURE:

FL PE NUMBER: 45129

DATE: June 24, 2024

U.S. Water®
Services Corporation

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Useppa Island Utilities
Water Treatment Plant
PWS ID No. 5360299
Capacity Analysis Report

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2.0 CONSUMPTION PATTERNS	2
2.1 Average Daily and Maximum Day Demand	2
2.2 Per Capita Consumption	5
3.0 CURRENT AND PROJECTED WATER DEMAND	6
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4.1 Water Supply Wells	6
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REFERENCES	

Attachment A (Monthly Water Demand Summary Tables & Graph)
Attachment B (RO Permeate and Concentrate Flow Summary Tables & Graph)

U.S. Water Services Corporation

1.0 INTRODUCTION

The Useppa Island Reverse Osmosis Water Treatment System serves the Useppa Island community and is located at Useppa Island in Lee County, Florida. Based on FDEP records, the entire water system is currently permitted to produce a maximum of 63,000 gallons per day (GPD) and is currently regulated by the Florida Department of Environmental Regulation (FDEP) under PWS ID No. 5360299. The water system currently serves a total estimated population of about 200 with a total number of service connections of 151.

Raw water is supplied by two (2) wells with withdrawal limits specified by Water Use Permit No. 36-03239-W, as follows:

- Total maximum daily withdrawal limit of 97,500 gallons per day (GPD).
- Maximum monthly withdrawal limit of 2,964,200 gallons per month.
- Total annual withdrawal limit of 19,772,400 gallons per year.as specified by Water Use No. 36-00166-W for the facility.

Based on the water consumption data for the period from July 2014 through May 2024, the maximum daily water demand has exceeded the permitted maximum day treatment capacity of 63,000 GPD intermittently as summarized by Table 2-1 and Figure 2-1 below. In response, the facility is performing an updated capacity analysis report to determine if the water treatment system can be re-rated at a treatment capacity higher than 63,000 GPD based on the existing design capacities of the treatment units.

1.1 Information Source

This report has been prepared by using information obtained from publicly-accessible FDEP and South Florida Water Management District databases, a review of Lee County Department of Health's correspondence and files, a site visit to Useppa Island WTP on April 24, 2024, and information supplied by the facility's operation staff.

2.0 CONSUMPTION PATTERNS

In assessing the capacity of a water supply system, we are generally interested in the following statistical measures of water usage: monthly average demand and maximum day demand. The maximum day demand, annual average and monthly average are of interest to the FDEP who monitor the water use, based on the capacity of the water treatment system. The peak hourly demand is of interest in ascertaining if pump capacities are adequate to meet maximum hourly demand. Monthly water production data reported in the operation reports from July 2014 through May 2024, were accessed from the facility's operating staff. The total maximum withdrawals from the raw water wells are of interest to the South Florida Water Management District pursuant to Water Use Permit No. 36-03239-W which expires on August 19, 2031.

2.1 Average Daily and Maximum Day Demand

Table 2-1 and Figure 2-1 below provide a month-by-month comparison of the available average monthly and maximum daily water demand from July 2014 through May 2024.

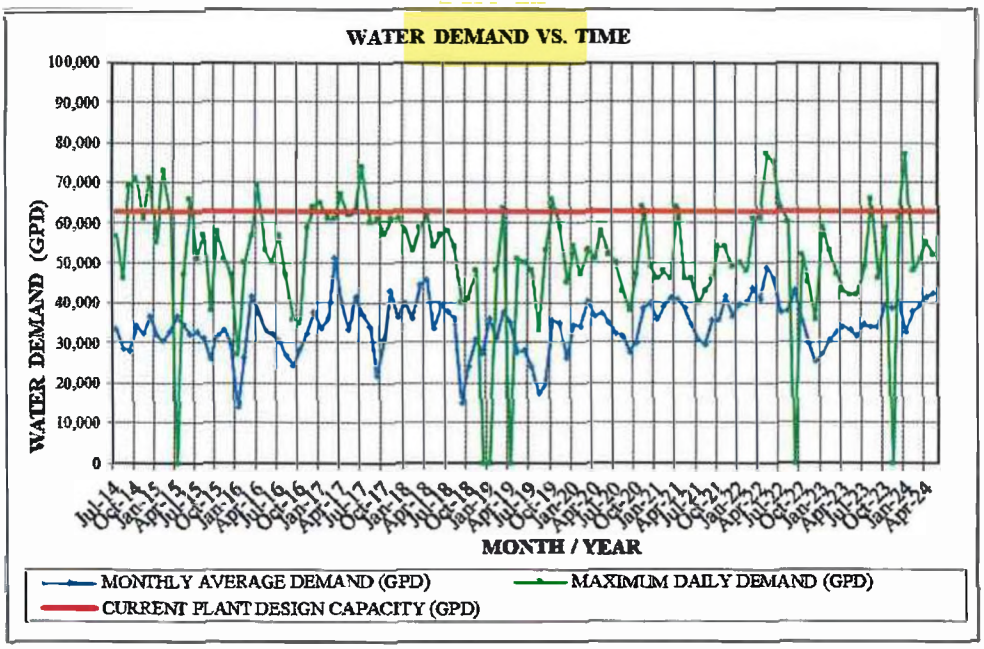

Figure 2-1: WATER DEMAND SUMMARY

Table 2-1
WATER DEMAND SUMMARY

Month/Year	Monthly Average Water Demand (GPD)	Maximum Daily Water Demand (GPD)	Permitted Maximum Daily Design Capacity (GPD)
July-14	33,347	56,600	63,000
August-14	28,677	46,000	63,000
September-14	28,033	69,000	63,000
October-14	34,226	71,000	63,000
November-14	32,290	61,000	63,000
December-14	36,700	71,000	63,000
January-15	31,935	55,000	63,000
February-15	30,429	73,000	63,000
March-15	32,774	63,000	63,000
April-15	36,800	89000*	63,000
May-15	34,581	47,000	63,000
June-15	31,948	66,000	63,000
July-15	32,613	51,000	63,000
August-15	31,032	57,000	63,000
September-15	25,933	38,000	63,000
October-15	31,774	58,000	63,000
November-15	33,500	51,000	63,000
December-15	29,871	47,000	63,000
January-16	13,774	27,000	63,000
February-16	26,464	50,000	63,000
March-16	41,687	56,700	63,000
April-16	37,633	69,000	63,000
May-16	33,290	53,000	63,000
June-16	32,367	50,000	63,000
July-16	30,581	57,000	63,000
August-16	26,935	47,000	63,000
September-16	24,533	36,000	63,000
October-16	28,226	35,000	63,000
November-16	32,320	59,000	63,000
December-16	37,742	64,000	63,000
January-17	33,806	65,000	63,000
February-17	36,143	61,000	63,000
March-17	51,290	61,000	63,000
April-17	40,100	67,000	63,000
May-17	33,290	62,000	63,000
June-17	41,667	63,000	63,000
July-17	36,871	74,000	63,000
August-17	34,129	60,000	63,000
September-17	21,800	61,000	63,000
October-17	30,839	57,000	63,000
November-17	42,833	61,000	63,000
December-17	36,613	61,000	63,000
January-18	40,065	58,000	63,000

February-18	36,179	53,000	63,000
March-18	44,484	59,000	63,000
April-18	45,900	62,000	63,000
May-18	33,645	54,000	63,000
June-18	39,693	57,000	63,000
July-18	37,710	58,000	63,000
August-18	36,258	54,000	63,000
September-18	15,267	40,000	63,000
October-18	24,194	41,000	63,000
November-18	30,800	48,000	63,000
December-18	27,258	91000*	63,000
January-19	36,129	86000*	63,000
February-19	31,043	48,000	63,000
March-19	37,929	63,800	63,000
April-19	35,367	90000*	63,000
May-19	27,608	51,000	63,000
June-19	28,200	50,000	63,000
July-19	23,968	48,000	63,000
August-19	17,387	33,000	63,000
September-19	19,800	53,000	63,000
October-19	35,645	66,000	63,000
November-19	34,900	59,000	63,000
December-19	26,290	45,000	63,000
January-20	34,367	54,000	63,000
February-20	34,071	47,000	63,000
March-20	40,419	53,000	63,000
April-20	36,733	51,000	63,000
May-20	37,513	58,000	63,000
June-20	35,367	52,000	63,000
July-20	32,419	50,000	63,000
August-20	31,839	43,000	63,000
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November-20	38,900	64,000	63,000
December-20	39,935	49,000	63,000
January-21	35,871	46,000	63,000
February-21	39,143	48,000	63,000
March-21	41,367	46,000	63,000
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June-21	34,767	46,000	63,000
July-21	30,733	40,000	63,000
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February-22	39,964	48,000	63,000
March-22	43,516	61,000	63,000
April-22	41,133	61,000	63,000
May-22	48,774	77,000	63,000
June-22	45,900	75,000	63,000
July-22	37,677	64,000	63,000
August-22	38,258	60,000	63,000
September-22	43,231	92000*	63,000
October-22	35,423	52,000	63,000
November-22	30,133	45,000	63,000
December-22	25,355	36,000	63,000
January-23	27,419	59,000	63,000
February-23	30,714	53,000	63,000
March-23	32,839	47,000	63,000
April-23	34,100	43,000	63,000
May-23	33,194	42,000	63,000
June-23	31,600	42,000	63,000
July-23	34,613	49,000	63,000
August-23	33,839	66,000	63,000
September-23	34,000	46,000	63,000
October-23	39,581	59,000	63,000
November-23	38,620	97000*	63,000
December-23	40,323	61,000	63,000
January-24	32,742	77,000	63,000
February-24	37,690	48,000	63,000
March-24	39,258	51,000	63,000
April-24	41,467	55,000	63,000
May-24	42,161	52,000	63,000
Average:	**34,294**	**54,027**	**Max Day/Annual Avg Ratio**
Maximum:	**51,290**	**77,000**	**2.24**

*NOTE: These highly irregular flows are considered anomalies that are likely attributable to line breaks and/or emergency repairs.

2.2 Per Capita Consumption

Based on a total served population of 200 and the previous 10-year monthly average daily water demand of 34,294 GPD, the estimated average per capita daily water consumption is about 172 gpcd.

3.0 CURRENT AND PROJECTED WATER DEMAND

The service area for the Useppa Island Community Water System is located within the island and serves mostly single family residential homes, condominiums, and restaurants. Based on the water demand data for the past ten (10) years, the annual average water demand was approximately 34,294 GPD. This average demand is projected to follow the same patterns in the future due to insignificant future growth within the island.

As shown by Table 2-1 above, the existing water treatment system has exceeded its maximum day permitted capacity of 63,000 GPD few times in the past ten years. These exceedances are likely attributable to emergencies such as watermain breaks and high irrigation demand. To address this issue, the facility has already initiated design plans to expand the storage capacity by building a new 50,000-gallon above-ground storage tank (GST) in addition to the existing 100,000 GST. Completion of construction of the new GST is currently underway and is projected to be completed within the next 5-6 months.

4.0 WATER TREAMENT CAPACITY

The raw water from the existing two (2) water supply wells is pumped into the existing Reverse Osmosis (RO) treatment unit after receiving filtration through a cartridge filtration unit. The permeate from the RO system flows into an aeration tower. After aeration, the water is pumped into the existing 100,000-gfallon ground storage tank (GST). From the ground storage tank, the finished water is pumped into the distribution system through a 1,000-gallon hydropneumatic tank by two 10-HP high service pumps each rated at 140 GPM.

The existing RO skid is currently capable of producing 40,000 GPD which is below the permitted maximum daily limit of 63,000 GPD.

4.1 Water Supply Wells

Water is currently supplied by two water supply wells known as Well #1 and Well #2R. These wells are permitted under Water Use Permit No. 36-03239-W which expires on August 19, 2031. A list of the wells associated with the WTP with their pumping capacities is given in the table below.

Table 4-1
Water Supply Wells at WTP

Well ID	Pumping Capacity	Max Daily Withdrawal Limit	Max Monthly Withdrawal Limit	Annual Withdrawal Limit
1	90 GPM	97,500 Gallons per Day (GPD)	2,964,200 Gallons per Month	19,772,400 Gallons per Year
2R	90 GPM			
Total capacity (two wells in service):	**259,200**			
Firm capacity (one well in service):	**129,600**			

Based on a well withdrawal limit of 97,500 GPD and an average RO recovery rate of 0.80 (for new RO skid), the potential permeate production capacity = Feed Rate (90 GPM) X Recovery Rate (0.71)

= 97,500 GPD x 0.8 = **78,000 GPD**

RO Concentrate Production Capacity = 90 GPM X 0.20 = **18 GPM** = **25,920 GPD**

This projected RO concentrate flow is less than the allowable limit of 50 GPM (72,000 GPD) imposed by UIC Permit No. 045884-005-UO for the Class V Injection Well System.

EXISTING WATER SUPPLY WELLS (WELL 1 and WELL 2R)

4.2 Aeration System

The existing fiber glass forced draft aerator is mounted on its clear well adjacent to the building which houses the RO skid as shown by the photo below. This aerator was originally sized for approximately 44 GPM (63,000 GPD). However, under any future expansion of the water treatment system, we recommend replacement of this aeration tower with a new one that is capable to handle at least 56 GPM (80,000 GPD).

EXISTING AERATION TOWER

4.3 Reverse Osmosis Demineralization Water Treatment System

As mentioned above, the raw water from the two water supply wells is treated through a reverse osmosis (RO) treatment system to reduce the salinity of the raw water. Based on our review of the water production data over the past fifteen (15) months, the existing permeate production capacity of the RO unit currently averages about 27.8 GPM (equivalent to about 40,000 GPD). This is about 34% decline from its original production rate of about 42.2 GPM as summarized by Figure 4-1 and Table 4-1 below. The recovery rate of the RO skid is about 0.66.

EXISTING REVERSE OSMOSIS TREATMENT SKID

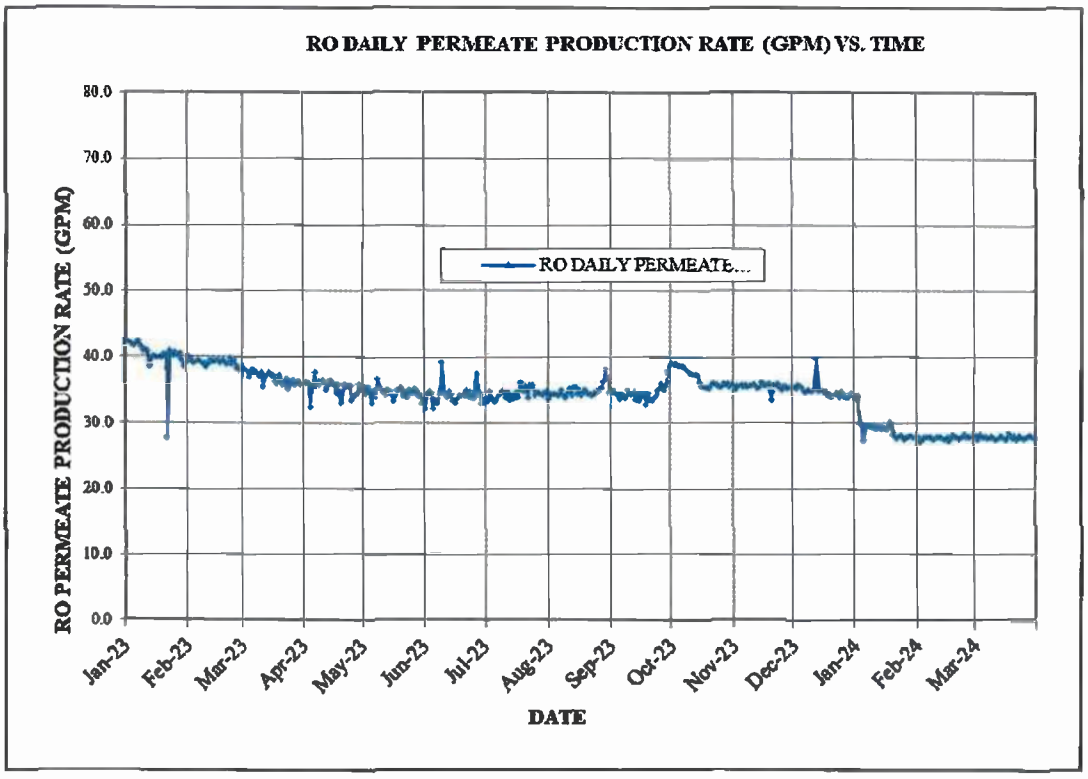

Figure 4-1: RO SKID PERMEATE PRODUCTION RATE (GPM) SUMMARY

Table 4-2
RO Skid PERMEATE PRODUCTION RATE (GPM) SUMMARY

DATE	RO PERMEATE PRODUCED (GPM)
1/1/23	42.2
2/1/23	39.9
3/1/23	38.2
4/1/23	36.2
5/1/23	35.5
6/1/23	32.2
7/1/23	33.7
8/1/23	33.5
9/1/23	34.8
10/1/23	39.0
11/1/23	35.6
12/1/23	35.3
1/1/24	34.0
2/1/24	27.5
3/1/24	28.0
3/2/24	27.9
3/3/24	27.4
3/4/24	28.2
3/5/24	27.7
3/6/24	27.7
3/7/24	27.7
3/8/24	27.5
3/9/24	27.7
3/10/24	27.8
3/11/24	27.5
3/12/24	27.3
3/13/24	27.6
3/14/24	27.9
3/15/24	27.8
3/16/24	27.6
3/17/24	27.4
3/18/24	28.3
3/19/24	27.9
3/20/24	27.6
3/21/24	27.9
3/22/24	27.3
3/23/24	28.0
3/24/24	27.7
3/25/24	27.5
3/26/24	27.6
3/27/24	27.8
3/28/24	27.9
3/29/24	27.9
3/30/24	27.8
3/31/24	27.8

Table 4-3
RO SKID PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
1/1/23	40,000	17,000	0.70
2/1/23	7,000	4,000	0.64
3/1/23	37,000	20,000	0.65
4/1/23	37,000	21,000	0.64
5/1/23	38,000	24,000	0.61
6/1/23	27,000	16,000	0.63
7/1/23	31,000	19,000	0.62
8/1/23	45,000	27,000	0.63
9/1/23	29,000	17,000	0.63
10/1/23	30,000	13,000	0.70
11/1/23	34,000	16,000	0.68
12/1/23	25,000	12,000	0.68
1/1/24	25,000	12,000	0.68
2/1/24	34,000	14,000	0.71
3/1/24	39,000	16,000	0.71
3/2/24	37,000	15,000	0.71
3/3/24	32,000	13,000	0.71
3/4/24	41,000	17,000	0.71
3/5/24	33,000	13,000	0.72
3/6/24	32,000	13,000	0.71
3/7/24	33,000	14,000	0.70
3/8/24	36,000	15,000	0.71
3/9/24	39,000	16,000	0.71
3/10/24	32,000	13,000	0.71
3/11/24	41,000	17,000	0.71
3/12/24	39,000	16,000	0.71
3/13/24	33,000	13,000	0.72
3/14/24	34,000	14,000	0.71
3/15/24	39,000	16,000	0.71
3/16/24	34,000	14,000	0.71
3/17/24	33,000	13,000	0.72
3/18/24	37,000	15,000	0.71
3/19/24	40,000	16,000	0.71
3/20/24	39,000	16,000	0.71
3/21/24	41,000	17,000	0.71
3/22/24	36,000	15,000	0.71
3/23/24	37,000	15,000	0.71
3/24/24	35,000	15,000	0.70
3/25/24	41,000	17,000	0.71
3/26/24	38,000	16,000	0.70
3/27/24	33,000	13,000	0.72
3/28/24	33,000	13,000	0.72
3/29/24	39,000	16,000	0.71
3/30/24	40,000	16,000	0.71
3/31/24	40,000	16,000	0.71
Average:	**34,459**	**17,670**	**0.66**
Maximum:	**55,000**	**29,000**	**0.73**

4.4 Storage & Pumping System

The existing water treatment system is equipped with adequate storage and pumping to meet both domestic and fire flow demand. There is currently one active 100,000-gallons ground tank (GST) and one new 50,000-gallon GST currently under construction. A list of these storage tanks with their corresponding capacities are itemized in the table below:

Table 4-4
List of Water Storage Tanks

TANK NO.	LOCATION	VOLUME (GAL)
1	Existing GST at WTP	100,000
2	Proposed New GST at WTP	50,000
	TOTAL CAPACITY SUPPLIED AFTER COMPLETION OF CONSTRUCTION OF NEW GST:	**150,000**

Based on a proposed maximum daily design capacity of 80,000 GPD, and a fire flow storage capacity of 60,000 gallons (using 500 GPM for two hours), the required storage volume required pursuant to Chapter 62-555, F.A.C. is calculated as follows:

Total Storage Volume Required =

(Potable Water Storage Requirements) + (Storage Required for Fire Flow Demand)
= (0.25 x Maximum Day Design Capacity) + (500 gpm x 120 minutes)
= (0.25 x 80,000 gpd) + (60,000 gallons)
= (20,000 gallons) + (60,000 gallons)
= **80,000 gallons which is less than supplied storage volume of 150,000 gallons**

EXISTING 100,000 GALLON GST

PROPOSED 50,000 GALLON GST UNDER CONSTRUCTION

The water system also is equipped with a total of two (2) high service pumps (HSPs) that can meet both the current and projected water demand. Based on a design capacity of 80,000 GPD, the high service

pumps should be able to meet the peak hourly water demand based on a peak hourly flow factor of 4.0. Based on a maximum day design capacity of 80,000 GPD, the peak hourly flow is calculated as follows:

Peak Hourly Demand = (Average Demand) x (4 Peak Factor)

= [(80,000 gpd)/(max day peak factor of 2) x (4 PF) = 160,000 GPD

= 111 GPM which is less than 140 GPM (capacity of HSP's)

Table 4-1 below summarizes the total number of the existing high service pumps with their respective pumping capacities.

Table 4-5
List of High Service Pumps

PUMP NO.	LOCATION	MOTOR (HP)	TDH (FEET)	PUMP RATE (GPM)
1	HSP #1 at WTP No. 1	10	139	140
2	HSP #2 at WTP No. 1	10	139	140
	TOTAL PUMPING CAPACITY PROVIDED WITH BOTH PUMPS IN SERVICE:			**280 GPM** **403,200 GPD**

5.0 SUMMARY AND RECOMMENDATIONS

As shown by Figure 5-1 below, the assigned maximum day permitted treatment capacity of 63,000 GPD of the WTP was exceeded several times during the past ten (10) years. However, the average water demand stayed below the maximum day permitted capacity at all times. The facility, however, was able to accommodate these exceedances due to the adequate storage and pumping capacities of the water system.

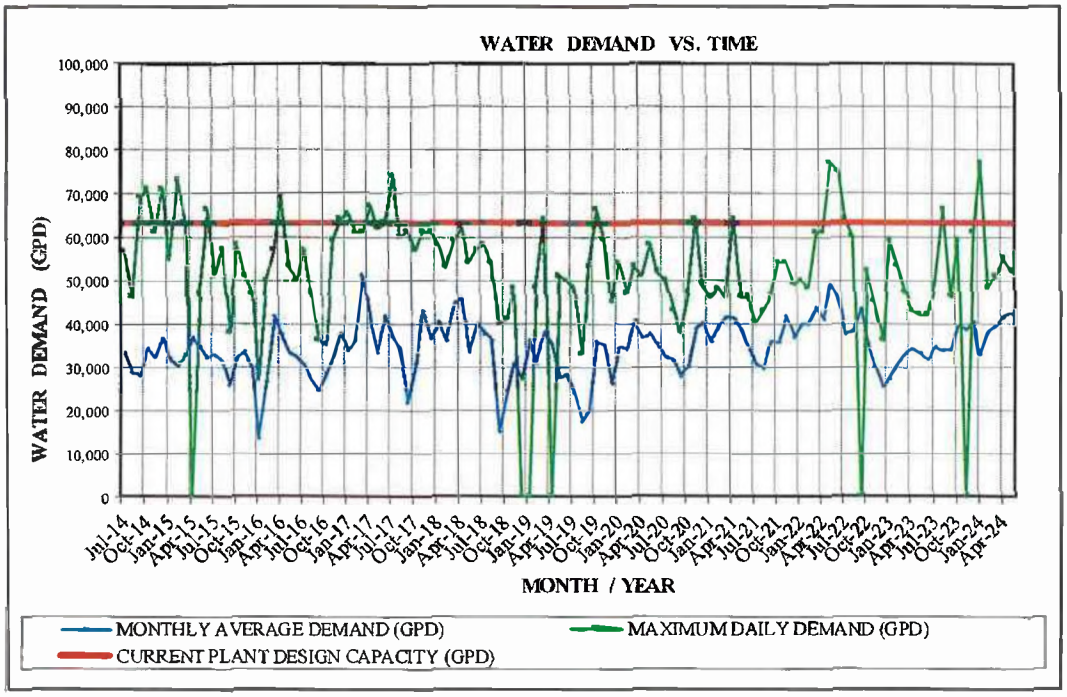

FIGURE 5-1: WATER DEMAND VS. TIME SUMMARY

However, based on the RO permeate current production capacity of the existing RO skid of 40,000 GPD, the maximum day design capacity (see Figure 5-2 below) cannot be achieved without adequate storage.

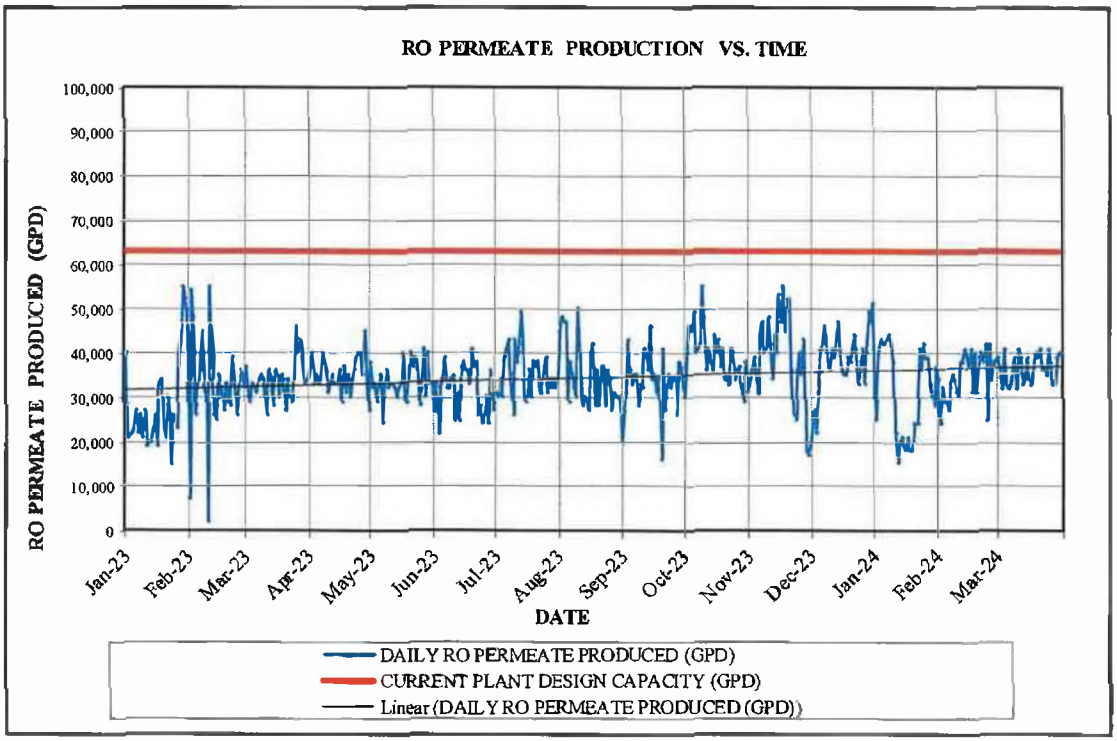

FIGURE 5-2: RO PERMEATE PRODUCTION VS. TIME SUMMARY

The table below presents the calculated unit treatment processes at WTP with their respective maximum day capacities:

Table 5-1
WTP No. 1 Supply & Treatment Processes

Process	Total Capacity	
Water Supply Wells	97,500 GPD (Maximum Daily Allocation for Both Wells)	97,500 GPD x RO Recovery Ratio of 0.8 = 78,000 GPD
Existing RO Treatment Skid	27.8 GPM	40,000 GPD
Pumping – HSP's	140 GPM (Using One HSP)	201,600 GPD max day capacity. Also, exceeds peak hourly demand of 111 GPM based on design capacity of 80,000 GPD.
Storage (Existing)	-	100,000 Gallons

According to the unit treatment capacity analysis shown above, the existing RO treatment system is currently capable of producing up to a maximum daily flow of 40,000 GPD which is below the permitted design capacity of the WTP.

Therefore, considering this and the fact that the water treatment plant has occasionally exceeded its permitted maximum day design capacity of 63,000 GPD, we recommend the following:

- Expand the water treatment system by the addition of a second RO treatment skid with a permeate production capacity of at least 54 GPM (78,000 GPD). See Figure 5-3 below.
- Re-habilitate the existing RO skid and replace its membranes, if necessary.
- In addition, we also recommend re-rating of the WTP to a minimum design capacity of 78,000 GPD (maximum day).

By the addition of the new 50,000-gallon GST and a second RO treatment skid, the WTP will achieve all applicable redundancy requirements and will be more reliable.

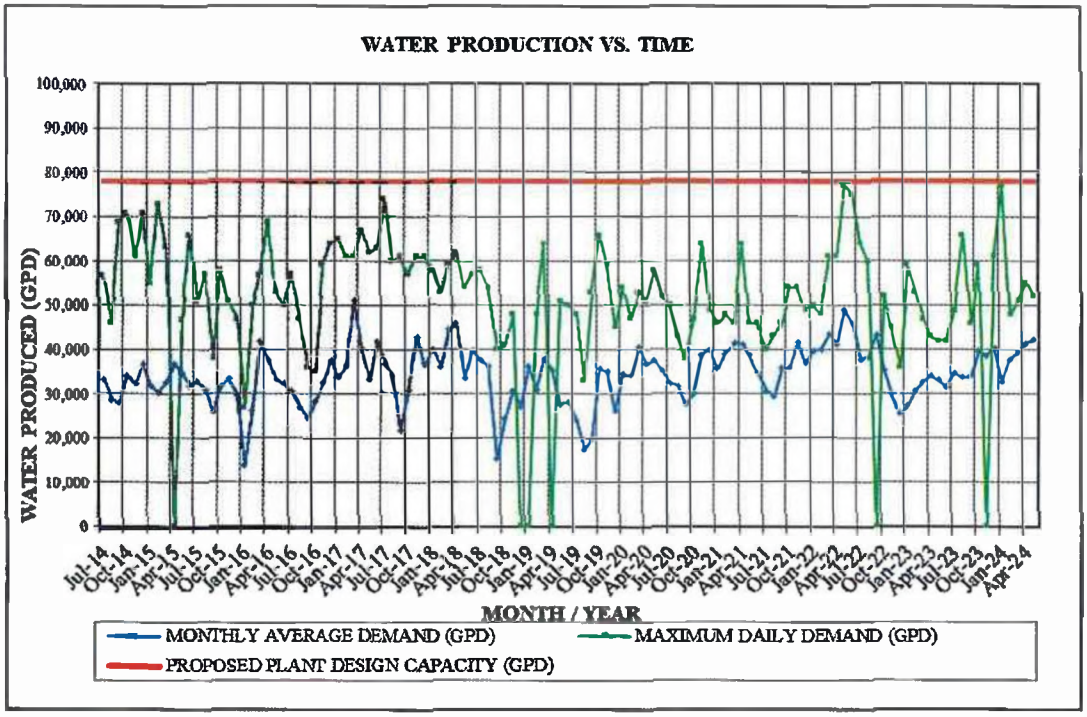

FIGURE 5-3: PROPOSED MAXIMUM DAY DESIGN CAPACITY

Attachment A

(Monthly Water Demand Summary Tables & Graph)

U.S. Water®
Services Corporation

USEPPA ISLAND UTILITIES
WATER TREATMENT PLANT
PWS ID No. 536-0299

MONTHLY WATER DEMAND SUMMARY

Month/Year	Monthly Average Demand (GPD)	Maximum Daily Demand (GPD)	Permitted Maximum Daily Capacity (GPD)
July-14	33,347	56,600	63,000
August-14	28,677	46,000	63,000
September-14	28,033	69,000	63,000
October-14	34,226	71,000	63,000
November-14	32,290	61,000	63,000
December-14	36,700	71,000	63,000
January-15	31,935	55,000	63,000
February-15	30,429	73,000	63,000
March-15	32,774	63,000	63,000
April-15	36,800	89000*	63,000
May-15	34,581	47,000	63,000
June-15	31,948	66,000	63,000
July-15	32,613	51,000	63,000
August-15	31,032	57,000	63,000
September-15	25,933	38,000	63,000
October-15	31,774	58,000	63,000
November-15	33,500	51,000	63,000
December-15	29,871	47,000	63,000
January-16	13,774	27,000	63,000
February-16	26,464	50,000	63,000
March-16	41,687	56,700	63,000
April-16	37,633	69,000	63,000
May-16	33,290	53,000	63,000
June-16	32,367	50,000	63,000
July-16	30,581	57,000	63,000
August-16	26,935	47,000	63,000
September-16	24,533	36,000	63,000
October-16	28,226	35,000	63,000
November-16	32,320	59,000	63,000
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February-18	36,179	53,000	63,000
March-18	44,484	59,000	63,000
April-18	45,900	62,000	63,000
May-18	33,645	54,000	63,000
June-18	39,693	57,000	63,000

USEPPA ISLAND UTILITIES
WATER TREATMENT PLANT
PWS ID No. 536-0299

MONTHLY WATER DEMAND SUMMARY

Month/Year	Monthly Average Demand (GPD)	Maximum Daily Demand (GPD)	Permitted Maximum Daily Capacity (GPD)
July-18	37,710	58,000	63,000
August-18	36,258	54,000	63,000
September-18	15,267	40,000	63,000
October-18	24,194	41,000	63,000
November-18	30,800	48,000	63,000
December-18	27,258	91000*	63,000
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June-19	28,200	50,000	63,000
July-19	23,968	48,000	63,000
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July-20	32,419	50,000	63,000
August-20	31,839	43,000	63,000
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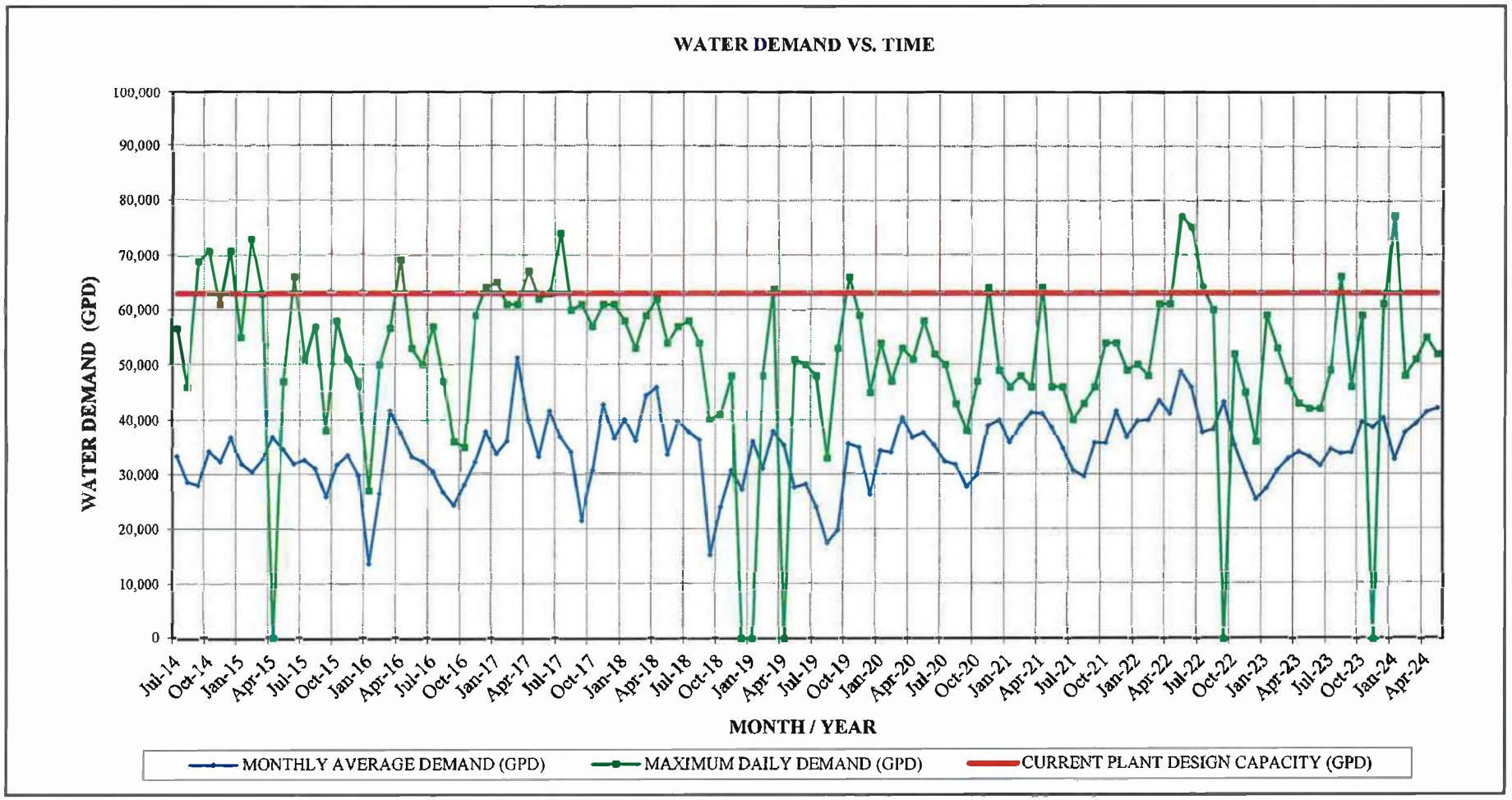
February-22	39,964	48,000	63,000
March-22	43,516	61,000	63,000
April-22	41,133	61,000	63,000
May-22	48,774	77,000	63,000
June-22	45,900	75,000	63,000

USEPPA ISLAND UTILITIES
WATER TREATMENT PLANT
PWS ID No. 536-0299

MONTHLY WATER DEMAND SUMMARY

Month/Year	Monthly Average Demand (GPD)	Maximum Daily Demand (GPD)	Permitted Maximum Daily Capacity (GPD)
July-22	37,677	64,000	63,000
August-22	38,258	60,000	63,000
September-22	43,231	92000*	63,000
October-22	35,423	52,000	63,000
November-22	30,133	45,000	63,000
December-22	25,355	36,000	63,000
January-23	27,419	59,000	63,000
February-23	30,714	53,000	63,000
March-23	32,839	47,000	63,000
April-23	34,100	43,000	63,000
May-23	33,194	42,000	63,000
June-23	31,600	42,000	63,000
July-23	34,613	49,000	63,000
August-23	33,839	66,000	63,000
September-23	34,000	46,000	63,000
October-23	39,581	59,000	63,000
November-23	38,620	97000*	63,000
December-23	40,323	61,000	63,000
January-24	32,742	77,000	63,000
February-24	37,690	48,000	63,000
March-24	39,258	51,000	63,000
April-24	41,467	55,000	63,000
May-24	42,161	52,000	63,000
Average:	**34,294**	**54,027**	**Max Day/Annual Avg Ratio**
Maximum:	**51,290**	**77,000**	2.24

*NOTE: These highly irregular flows are considered anomalies that are likely attributable to line breaks and/or emergencies repairs.


WATER DEMAND VS. TIME
WATER DEMAND (GPD)
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
0
Jul-14
Oct-14
Jan-15
Apr-15
Jul-15
Oct-15
Jan-16
Apr-16
Jul-16
Oct-16
Jan-17
Apr-17
Jul-17
Oct-17
Jan-18
Apr-18
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Apr-19
Jul-19
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Jan-20
Apr-20
Jul-20
Oct-20
Jan-21
Apr-21
Jul-21
Oct-21
Jan-22
Apr-22
Jul-22
Oct-22
Jan-23
Apr-23
Jul-23
Oct-23
Jan-24
Apr-24
MONTH / YEAR
MONTHLY AVERAGE DEMAND (GPD)
MAXIMUM DAILY DEMAND (GPD)
CURRENT PLANT DESIGN CAPACITY (GPD)

Attachment B

(RO Permeate and Concentrate Flow Summary Tables & Graph)

U.S. Water®
Servicos Corporation

USEPPA UTILITY COMPANY
WATER TREATMENT PLANT
PWS ID No. 536-0299
RO PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
1/1/23	40,000	17,000	0.70
1/2/23	21,000	9,000	0.70
1/3/22	27,000	12,000	0.69
1/4/23	22,000	10,000	0.69
1/5/23	24,000	11,000	0.69
1/6/23	27,000	12,000	0.69
1/7/23	22,000	10,000	0.69
1/8/23	26,000	12,000	0.68
1/9/23	21,000	9,000	0.70
1/10/23	27,000	12,000	0.69
1/11/23	19,000	9,000	0.68
1/12/23	20,000	9,000	0.69
1/13/23	20,000	9,000	0.69
1/14/23	23,000	11,000	0.68
1/15/23	26,000	12,000	0.68
1/16/23	19,000	9,000	0.68
1/17/23	33,000	18,000	0.65
1/18/23	34,000	16,000	0.68
1/19/23	24,000	12,000	0.67
1/20/23	21,000	10,000	0.68
1/21/23	28,000	14,000	0.67
1/22/23	27,000	13,000	0.68
1/23/23	15,000	7,000	0.68
1/24/23	26,000	13,000	0.67
1/25/23	25,000	12,000	0.68
1/26/23	23,000	12,000	0.66
1/27/23	40,000	20,000	0.67
1/28/23	45,000	23,000	0.66
1/29/23	55,000	27,000	0.67
1/30/23	52,000	26,000	0.67
1/31/23	49,000	24,000	0.67
2/1/23	7,000	4,000	0.64
2/2/23	54,000	27,000	0.67
2/3/23	48,000	24,000	0.67
2/4/23	26,000	13,000	0.67
2/5/23	33,000	16,000	0.67
2/6/23	36,000	18,000	0.67
2/7/23	45,000	23,000	0.66
2/8/23	32,000	16,000	0.67
2/9/23	31,000	16,000	0.66
2/10/23	2,000	1,000	0.67
2/11/23	55,000	22,000	0.71
2/12/23	34,000	17,000	0.67
2/13/23	26,000	13,000	0.67
2/14/23	25,000	13,000	0.66
2/15/23	35,000	18,000	0.66
2/16/23	30,000	16,000	0.65

USEPPA UTILITY COMPANY
WATER TREATMENT PLANT
PWS ID No. 536-0299
RO PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
2/17/23	32,000	17,000	0.65
2/18/23	27,000	14,000	0.66
2/19/23	33,000	18,000	0.65
2/20/23	29,000	15,000	0.66
2/21/23	28,000	15,000	0.65
2/22/23	39,000	20,000	0.66
2/23/23	33,000	18,000	0.65
2/24/23	26,000	14,000	0.65
2/25/23	30,000	17,000	0.64
2/26/23	36,000	19,000	0.65
2/27/23	35,000	19,000	0.65
2/28/23	32,000	17,000	0.65
3/1/23	37,000	20,000	0.65
3/2/23	30,000	16,000	0.65
3/3/23	29,000	15,000	0.66
3/4/23	33,000	18,000	0.65
3/5/23	32,000	17,000	0.65
3/6/23	31,000	17,000	0.65
3/7/23	34,000	18,000	0.65
3/8/23	35,000	19,000	0.65
3/9/23	34,000	19,000	0.64
3/10/23	30,000	16,000	0.65
3/11/23	26,000	14,000	0.65
3/12/23	36,000	20,000	0.64
3/13/23	34,000	19,000	0.64
3/14/23	28,000	16,000	0.64
3/15/23	36,000	19,000	0.65
3/16/23	35,000	20,000	0.64
3/17/23	30,000	17,000	0.64
3/18/23	35,000	20,000	0.64
3/19/23	34,000	19,000	0.64
3/20/23	27,000	15,000	0.64
3/21/23	34,000	19,000	0.64
3/22/23	30,000	16,000	0.65
3/23/23	29,000	16,000	0.64
3/24/23	35,000	20,000	0.64
3/25/23	46,000	26,000	0.64
3/26/23	40,000	23,000	0.63
3/27/23	43,000	24,000	0.64
3/28/23	39,000	21,000	0.65
3/29/23	34,000	19,000	0.64
3/30/23	33,000	19,000	0.63
3/31/23	34,000	19,000	0.64
4/1/23	37,000	21,000	0.64
4/2/23	40,000	23,000	0.63
4/3/23	33,000	19,000	0.63
4/4/23	35,000	20,000	0.64

USEPPA UTILITY COMPANY
WATER TREATMENT PLANT
PWS ID No. 536-0299
RO PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
4/5/23	33,000	21,000	0.61
4/6/23	33,000	21,000	0.61
4/7/23	40,000	22,000	0.65
4/8/23	38,000	22,000	0.63
4/9/23	36,000	20,000	0.64
4/10/23	31,000	23,000	0.57
4/11/23	33,000	19,000	0.63
4/12/23	35,000	14,000	0.71
4/13/23	33,000	19,000	0.63
4/14/23	33,000	19,000	0.63
4/15/23	33,000	19,000	0.63
4/16/23	36,000	23,000	0.61
4/17/23	29,000	16,000	0.64
4/18/23	37,000	16,000	0.70
4/19/23	31,000	21,000	0.60
4/20/23	35,000	17,000	0.67
4/21/23	30,000	18,000	0.63
4/22/23	34,000	20,000	0.63
4/23/23	36,000	20,000	0.64
4/24/23	39,000	22,000	0.64
4/25/23	40,000	23,000	0.63
4/26/23	40,000	20,000	0.67
4/27/23	35,000	19,000	0.65
4/28/23	45,000	26,000	0.63
4/29/23	35,000	20,000	0.64
4/30/23	27,000	15,000	0.64
5/1/23	38,000	24,000	0.61
5/2/23	32,000	17,000	0.65
5/3/23	33,000	19,000	0.63
5/4/23	29,000	17,000	0.63
5/5/23	32,000	18,000	0.64
5/6/23	35,000	20,000	0.64
5/7/23	24,000	14,000	0.63
5/8/23	32,000	19,000	0.63
5/9/23	36,000	21,000	0.63
5/10/23	32,000	18,000	0.64
5/11/23	33,000	19,000	0.63
5/12/23	33,000	19,000	0.63
5/13/23	32,000	19,000	0.63
5/14/23	30,000	18,000	0.63
5/15/23	32,000	19,000	0.63
5/16/23	33,000	19,000	0.63
5/17/23	40,000	23,000	0.63
5/18/23	29,000	17,000	0.63
5/19/23	29,000	17,000	0.63
5/20/23	37,000	22,000	0.63
5/21/23	40,000	23,000	0.63

USEPPA UTILITY COMPANY
WATER TREATMENT PLANT
PWS ID No. 536-0299
RO PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
5/22/23	37,000	22,000	0.63
5/23/23	39,000	23,000	0.63
5/24/23	36,000	21,000	0.63
5/25/23	28,000	17,000	0.62
5/26/23	32,000	19,000	0.63
5/27/23	41,000	24,000	0.63
5/28/23	30,000	18,000	0.63
5/29/23	40,000	23,000	0.63
5/30/23	33,000	19,000	0.63
5/31/23	33,000	19,000	0.63
6/1/23	27,000	16,000	0.63
6/2/23	33,000	19,000	0.63
6/3/23	22,000	17,000	0.56
6/4/23	32,000	19,000	0.63
6/5/23	34,000	20,000	0.63
6/6/23	39,000	23,000	0.63
6/7/23	32,000	19,000	0.63
6/8/23	32,000	19,000	0.63
6/9/23	34,000	20,000	0.63
6/10/23	35,000	21,000	0.63
6/11/23	25,000	15,000	0.63
6/12/23	31,000	19,000	0.62
6/13/23	25,000	15,000	0.63
6/14/23	37,000	22,000	0.63
6/15/23	38,000	23,000	0.62
6/16/23	36,000	22,000	0.62
6/17/23	36,000	22,000	0.62
6/18/23	33,000	20,000	0.62
6/19/23	41,000	25,000	0.62
6/20/23	37,000	22,000	0.63
6/21/23	38,000	23,000	0.62
6/22/23	26,000	16,000	0.62
6/23/23	28,000	15,000	0.65
6/24/23	24,000	14,000	0.63
6/25/23	26,000	16,000	0.62
6/26/23	30,000	17,000	0.64
6/27/23	24,000	14,000	0.63
6/28/23	36,000	21,000	0.63
6/29/23	27,000	16,000	0.63
6/30/23	31,000	19,000	0.62
7/1/23	31,000	19,000	0.62
7/2/23	30,000	18,000	0.63
7/3/23	34,000	21,000	0.62
7/4/23	30,000	18,000	0.63
7/5/23	39,000	23,000	0.63
7/6/23	41,000	25,000	0.62
7/7/23	43,000	26,000	0.62

USEPPA UTILITY COMPANY
WATER TREATMENT PLANT
PWS ID No. 536-0299
RO PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
7/8/23	35,000	21,000	0.63
7/9/23	26,000	16,000	0.62
7/10/23	43,000	26,000	0.62
7/11/23	38,000	23,000	0.62
7/12/23	40,000	24,000	0.63
7/13/23	49,000	29,000	0.63
7/14/23	42,000	22,000	0.66
7/15/23	29,000	18,000	0.62
7/16/23	30,000	18,000	0.63
7/17/23	36,000	22,000	0.62
7/18/23	30,000	18,000	0.63
7/19/23	38,000	23,000	0.62
7/20/23	37,000	22,000	0.63
7/21/23	38,000	23,000	0.62
7/22/23	33,000	20,000	0.62
7/23/23	31,000	19,000	0.62
7/24/23	37,000	20,000	0.65
7/25/23	39,000	23,000	0.63
7/26/23	31,000	19,000	0.62
7/27/23	34,000	21,000	0.62
7/28/23	32,000	19,000	0.63
7/29/23	34,000	21,000	0.62
7/30/23	32,000	19,000	0.63
7/31/23	34,000	21,000	0.62
8/1/23	45,000	27,000	0.63
8/2/23	48,000	28,000	0.63
8/3/23	47,000	28,000	0.63
8/4/23	47,000	28,000	0.63
8/5/23	29,000	17,000	0.63
8/6/23	38,000	22,000	0.63
8/7/23	35,000	20,000	0.64
8/8/23	32,000	19,000	0.63
8/9/23	30,000	18,000	0.63
8/10/23	50,000	29,000	0.63
8/11/23	35,000	21,000	0.63
8/12/23	28,000	17,000	0.62
8/13/23	30,000	18,000	0.63
8/14/23	29,000	17,000	0.63
8/15/23	27,000	16,000	0.63
8/16/23	40,000	24,000	0.63
8/17/23	42,000	25,000	0.63
8/18/23	28,000	17,000	0.62
8/19/23	36,000	21,000	0.63
8/20/23	28,000	17,000	0.62
8/21/23	37,000	22,000	0.63
8/22/23	37,000	23,000	0.62
8/23/23	28,000	16,000	0.64

USEPPA UTILITY COMPANY
WATER TREATMENT PLANT
PWS ID No. 536-0299
RO PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
8/24/23	36,000	21,000	0.63
8/25/23	33,000	20,000	0.62
8/26/23	27,000	16,000	0.63
8/27/23	31,000	18,000	0.63
8/28/23	30,000	18,000	0.63
8/29/23	30,000	18,000	0.63
8/30/23	30,000	18,000	0.63
8/31/23	20,000	12,000	0.63
9/1/23	29,000	17,000	0.63
9/2/23	31,000	19,000	0.62
9/3/23	43,000	25,000	0.63
9/4/23	36,000	21,000	0.63
9/5/23	33,000	20,000	0.62
9/6/23	35,000	21,000	0.63
9/7/23	35,000	21,000	0.63
9/8/23	28,000	12,000	0.70
9/9/23	33,000	20,000	0.62
9/10/23	32,000	19,000	0.63
9/11/23	41,000	25,000	0.62
9/12/23	39,000	24,000	0.62
9/13/23	36,000	22,000	0.62
9/14/23	46,000	27,000	0.63
9/15/23	34,000	21,000	0.62
9/16/23	35,000	21,000	0.63
9/17/23	31,000	19,000	0.62
9/18/23	34,000	21,000	0.62
9/19/23	16,000	9,000	0.64
9/20/23	41,000	25,000	0.62
9/21/23	27,000	16,000	0.63
9/22/23	32,000	19,000	0.63
9/23/23	35,000	21,000	0.63
9/24/23	32,000	19,000	0.63
9/25/23	34,000	20,000	0.63
9/26/23	34,000	19,000	0.64
9/27/23	26,000	14,000	0.65
9/28/23	38,000	17,000	0.69
9/29/23	37,000	16,000	0.70
9/30/23	32,000	14,000	0.70
10/1/23	30,000	13,000	0.70
10/2/23	40,000	17,000	0.70
10/3/23	46,000	20,000	0.70
10/4/23	45,000	19,000	0.70
10/5/23	49,000	21,000	0.70
10/6/23	40,000	17,000	0.70
10/7/23	41,000	18,000	0.69
10/8/23	42,000	18,000	0.70
10/9/23	55,000	24,000	0.70

USEPPA UTILITY COMPANY
WATER TREATMENT PLANT
PWS ID No. 536-0299
RO PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
10/10/23	48,000	21,000	0.70
10/11/23	36,000	16,000	0.69
10/12/23	41,000	18,000	0.69
10/13/23	38,000	17,000	0.69
10/14/23	36,000	16,000	0.69
10/15/23	44,000	20,000	0.69
10/16/23	40,000	19,000	0.68
10/17/23	43,000	20,000	0.68
10/18/23	37,000	17,000	0.69
10/19/23	41,000	19,000	0.68
10/20/23	34,000	16,000	0.68
10/21/23	35,000	16,000	0.69
10/22/23	33,000	15,000	0.69
10/23/23	41,000	19,000	0.68
10/24/23	40,000	19,000	0.68
10/25/23	34,000	16,000	0.68
10/26/23	36,000	17,000	0.68
10/27/23	37,000	18,000	0.67
10/28/23	33,000	16,000	0.67
10/29/23	29,000	14,000	0.67
10/30/23	38,000	18,000	0.68
10/31/23	31,000	15,000	0.67
11/1/23	34,000	16,000	0.68
11/2/23	36,000	17,000	0.68
11/3/23	39,000	18,000	0.68
11/4/23	36,000	17,000	0.68
11/5/23	31,000	15,000	0.67
11/6/23	44,000	21,000	0.68
11/7/23	47,000	22,000	0.68
11/8/23	40,000	19,000	0.68
11/9/23	41,000	19,000	0.68
11/10/23	48,000	22,000	0.69
11/11/23	42,000	20,000	0.68
11/12/23	34,000	16,000	0.68
11/13/23	44,000	21,000	0.68
11/14/23	40,000	19,000	0.68
11/15/23	53,000	25,000	0.68
11/16/23	47,000	22,000	0.68
11/17/23	55,000	26,000	0.68
11/18/23	45,000	21,000	0.68
11/19/23	52,000	24,000	0.68
11/20/23	52,000	24,000	0.68
11/21/23	36,000	16,000	0.69
11/22/23	26,000	12,000	0.68
11/23/23	25,000	12,000	0.68
11/24/23	36,000	17,000	0.68
11/25/23	40,000	19,000	0.68

USEPPA UTILITY COMPANY
WATER TREATMENT PLANT
PWS ID No. 536-0299
RO PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
11/26/23	35,000	17,000	0.67
11/27/23	43,000	20,000	0.68
11/28/23	18,000	9,000	0.67
11/29/23	17,000	9,000	0.65
11/30/23	20,000	10,000	0.67
12/1/23	25,000	12,000	0.68
12/2/23	27,000	13,000	0.68
12/3/23	22,000	11,000	0.67
12/4/23	31,000	15,000	0.67
12/5/23	41,000	17,000	0.71
12/6/23	41,000	20,000	0.67
12/7/23	46,000	22,000	0.68
12/8/23	42,000	20,000	0.68
12/9/23	38,000	18,000	0.68
12/10/23	36,000	17,000	0.68
12/11/23	41,000	20,000	0.67
12/12/23	39,000	18,000	0.68
12/13/23	41,000	20,000	0.67
12/14/23	47,000	23,000	0.67
12/15/23	40,000	19,000	0.68
12/16/23	36,000	17,000	0.68
12/17/23	35,000	17,000	0.67
12/18/23	35,000	17,000	0.67
12/19/23	39,000	19,000	0.67
12/20/23	38,000	18,000	0.68
12/21/23	40,000	19,000	0.68
12/22/23	44,000	21,000	0.68
12/23/23	37,000	18,000	0.67
12/24/23	33,000	16,000	0.67
12/25/23	38,000	18,000	0.68
12/26/23	41,000	19,000	0.68
12/27/23	33,000	16,000	0.67
12/28/23	40,000	19,000	0.68
12/29/23	49,000	23,000	0.68
12/30/23	47,000	22,000	0.68
12/31/23	51,000	24,000	0.68
1/1/24	25,000	12,000	0.68
1/2/24	34,000	19,000	0.64
1/3/24	41,000	16,000	0.72
1/4/24	43,000	17,000	0.72
1/5/24	42,000	17,000	0.71
1/6/24	42,000	17,000	0.71
1/7/24	43,000	17,000	0.72
1/8/24	44,000	18,000	0.71
1/9/24	42,000	16,000	0.72
1/10/24	38,000	15,000	0.72
1/11/24	22,000	9,000	0.71

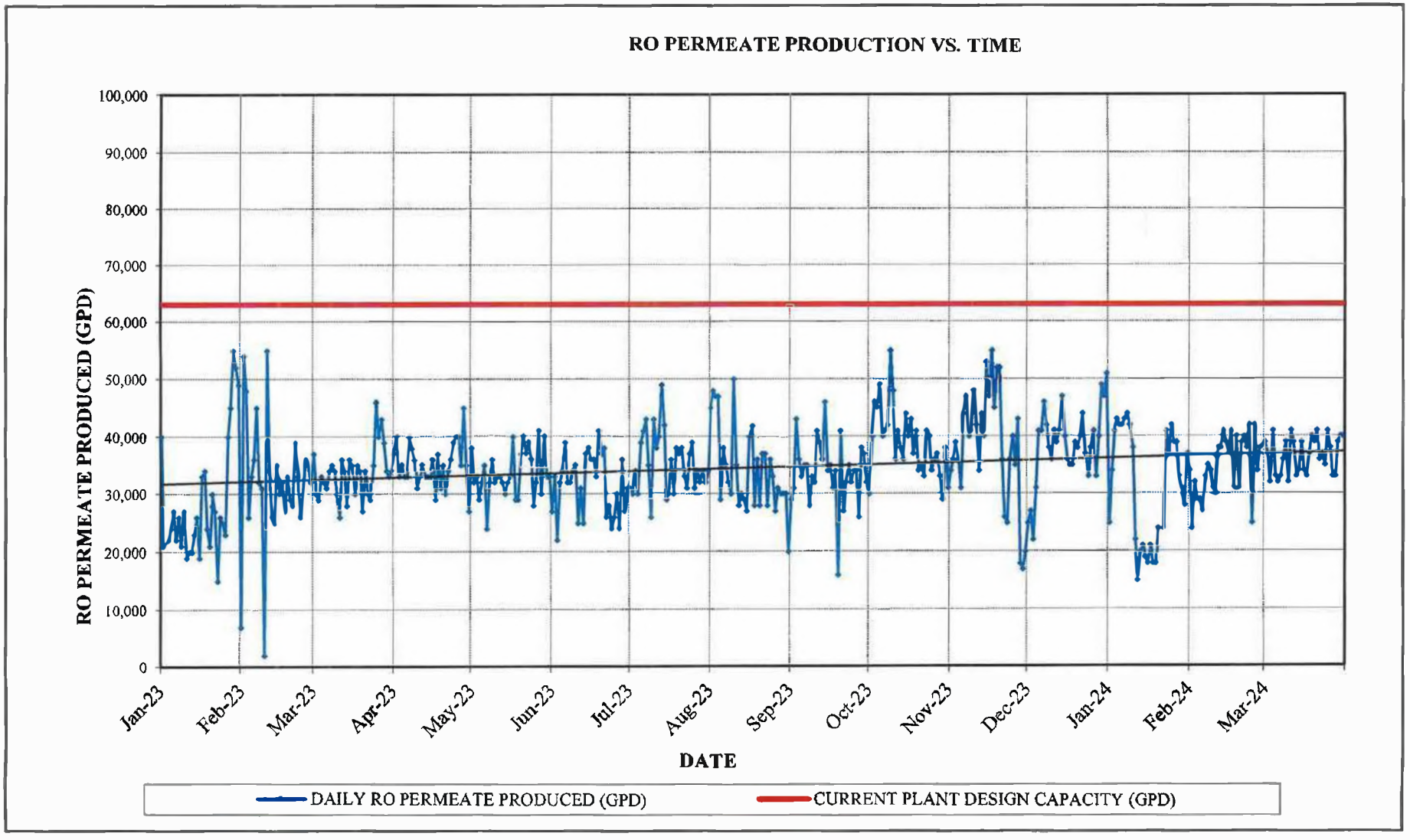
USEPPA UTILITY COMPANY
WATER TREATMENT PLANT
PWS ID No. 536-0299
RO PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
1/12/24	15,000	6,000	0.71
1/13/24	20,000	9,000	0.69
1/14/24	21,000	10,000	0.68
1/15/24	19,000	10,000	0.66
1/16/24	18,000	9,000	0.67
1/17/24	21,000	11,000	0.66
1/18/24	18,000	10,000	0.64
1/19/24	18,000	8,000	0.69
1/20/24	24,000	9,000	0.73
1/21/23	30,000	12,000	0.71
1/22/24	24,000	10,000	0.71
1/23/24	41,000	16,000	0.72
1/24/24	37,000	15,000	0.71
1/25/24	42,000	17,000	0.71
1/26/24	39,000	15,000	0.72
1/27/24	39,000	16,000	0.71
1/28/24	33,000	13,000	0.72
1/29/24	31,000	12,000	0.72
1/30/24	28,000	11,000	0.72
1/31/24	37,000	15,000	0.71
2/1/24	34,000	14,000	0.71
2/2/24	24,000	15,000	0.62
2/3/24	32,000	13,000	0.71
2/4/24	29,000	12,000	0.71
2/5/24	29,000	16,000	0.64
2/6/24	27,000	11,000	0.71
2/7/24	33,000	13,000	0.72
2/8/24	35,000	14,000	0.71
2/9/24	34,000	14,000	0.71
2/10/24	31,000	13,000	0.70
2/11/24	30,000	12,000	0.71
2/12/24	38,000	15,000	0.72
2/13/24	38,000	16,000	0.70
2/14/24	41,000	17,000	0.71
2/15/24	39,000	16,000	0.71
2/16/24	37,000	15,000	0.71
2/17/24	41,000	16,000	0.72
2/18/24	31,000	13,000	0.70
2/19/24	40,000	16,000	0.71
2/20/24	31,000	13,000	0.70
2/21/24	39,000	16,000	0.71
2/22/24	40,000	16,000	0.71
2/23/24	38,000	16,000	0.70
2/24/24	42,000	17,000	0.71
2/25/24	25,000	10,000	0.71
2/26/24	42,000	17,000	0.71
2/27/24	34,000	14,000	0.71

USEPPA UTILITY COMPANY
WATER TREATMENT PLANT
PWS ID No. 536-0299

RO PERMEATE AND CONCENTRATE FLOW SUMMARY

DATE	DAILY RO PERMEATE FLOW (GPD)	DAILY RO CONCENTRATE FLOW (GPD)	RO SKID RECOVERY RATIO
2/28/24	38,000	15,000	0.72
3/1/24	39,000	16,000	0.71
3/2/24	37,000	15,000	0.71
3/3/24	32,000	13,000	0.71
3/4/24	41,000	17,000	0.71
3/5/24	33,000	13,000	0.72
3/6/24	32,000	13,000	0.71
3/7/24	33,000	14,000	0.70
3/8/24	36,000	15,000	0.71
3/9/24	39,000	16,000	0.71
3/10/24	32,000	13,000	0.71
3/11/24	41,000	17,000	0.71
3/12/24	39,000	16,000	0.71
3/13/24	33,000	13,000	0.72
3/14/24	34,000	14,000	0.71
3/15/24	39,000	16,000	0.71
3/16/24	34,000	14,000	0.71
3/17/24	33,000	13,000	0.72
3/18/24	37,000	15,000	0.71
3/19/24	40,000	16,000	0.71
3/20/24	39,000	16,000	0.71
3/21/24	41,000	17,000	0.71
3/22/24	36,000	15,000	0.71
3/23/24	37,000	15,000	0.71
3/24/24	35,000	15,000	0.70
3/25/24	41,000	17,000	0.71
3/26/24	38,000	16,000	0.70
3/27/24	33,000	13,000	0.72
3/28/24	33,000	13,000	0.72
3/29/24	39,000	16,000	0.71
3/30/24	40,000	16,000	0.71
3/31/24	40,000	16,000	0.71
Average:	**34,459**	**17,670**	**0.66**
Maximum:	**55,000**	**29,000**	**0.73**


RO PERMEATE PRODUCTION VS. TIME
RO PERMEATE PRODUCED (GPD)
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
0
Jan-23
Feb-23
Mar-23
Apr-23
May-23
Jun-23
Jul-23
Aug-23
Sep-23
Oct-23
Nov-23
Dec-23
Jan-24
Feb-24
Mar-24
DATE
DAILY RO PERMEATE PRODUCED (GPD)
CURRENT PLANT DESIGN CAPACITY (GPD)

December 2, 2023

Useppa Island Club
P. O. Box 640
Bokeelia, Florida 33922

Ref: Job # 58027A

Dear Billy Gay:

Liquid Engineering Corporation is now part of the Pittsburg Tank and Tower Group family of companies.
Pittsburg Tank and Tower Maintenance Company is an industry leader in tank rehabilitation and recoating projects of any size. The following summary report will detail areas of your tank that are in need of maintenance as dictated by applicable EPA, OSHA, AWWA, and NFPA codes. We have also included general recommendations to prolong the lifespan of your tank.

For ease of understanding, we have organized the report into categories:

1. Critical Deficiencies
2. OSHA Deficiencies
3. AWWA/NFPA Deficiencies
4. Preventive Maintenance

We appreciate your business and look forward to handling your tank maintenance.

Sincerely,

Liquid Engineering Corporation
Misti Moody
Account Executive
406-869-3157 – Direct
406-651-0120 – Fax
mmoody@liquidengineering.com

PITTSBURG TANK & TOWER GROUP
MAINTENANCE DIVISION Since 1919

1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: (270) 826-9000
F: (270) 767-6912
www.pttg.com

Useppa Island Club
P. O. Box 640
Bokeelia, Florida 33922
RE: Useppa Island Club
1,000 Gallon Pressure Vessel
December 2, 2023
Billy Gay
Utility Manager
(239) 478-6251
Job No. 58027A

KEITH M. EATON
LICENSE
No. 77451
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Useppa Island Club
RE: Useppa Island Club
1,000 Gallon Pressure Vessel
Job No. 58027A

Photo shows the tank is secured with fencing. There is no signage on the fence. We recommend posting a **Warning, Tampering With This Facility is a Federal Offense** (US code title 42, section 300i-1) sign and a **No Trespassing** sign.

Photo shows the condition of the foundation. AWWA D100-21; 12.7.1 Height aboveground states, “The tops of the concrete foundations shall be a minimum of 6” above the finished grade, unless otherwise specified.” We recommend clearing any dirt, debris and other loose gravel away from the foundation, down to a minimum 6" below top of foundation. This should be done by a local excavating company.

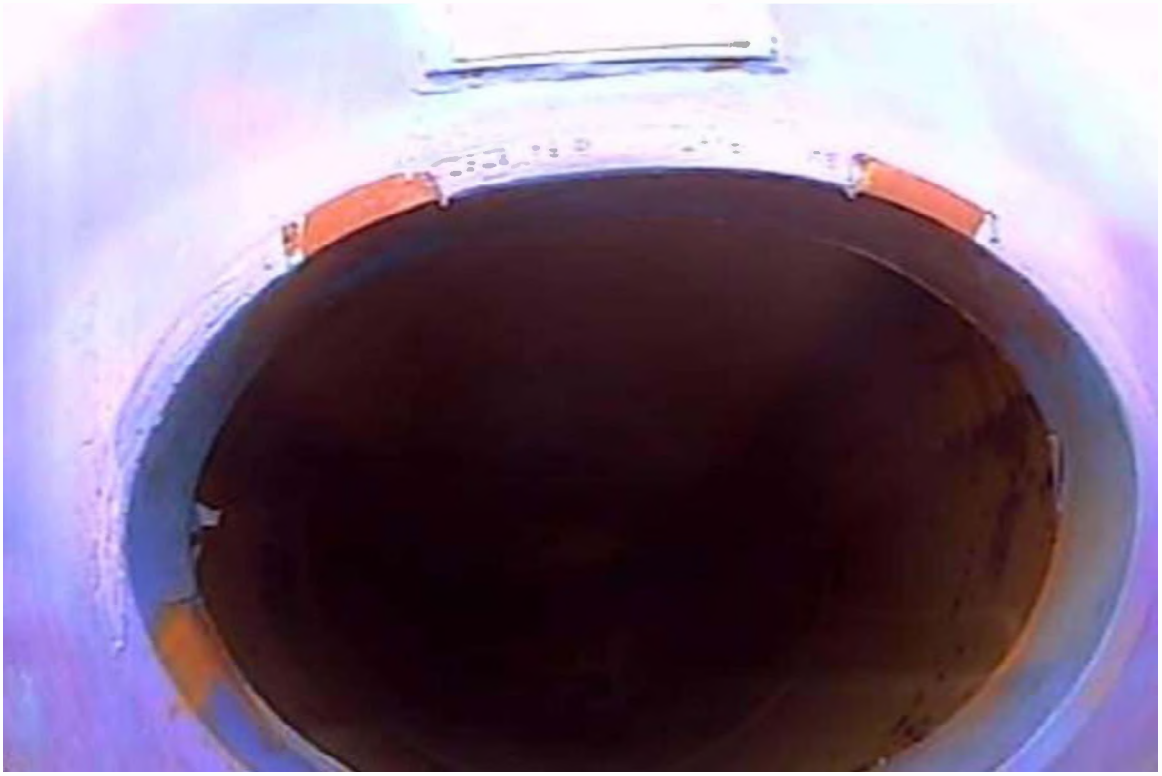


Photo shows the primary elliptical style manway, which is in compliance with OSHA 1910.146(c)(2) Confined spaces, and appears to be in good condition.

Photo shows the tank is equipped with a sight glass. **Notice the sight glass appears to be damaged or leaking.** We recommend replacing the sight glass water level gauge.

Photos show the tank exterior coating system. The overall exterior coating system appears to be in good condition. We recommend re-evaluating the tank exterior at next inspection cycle.

Photos show the condition of the interior coating system. We recommend power tool cleaning all rusted and abraded areas on the tank interior, stripe coating all seams and welds, then applying an epoxy liner.

Beginning Jan. 1, 2023 all new interior coating systems for potable water tanks must adhere to the new NSF 600 regulations.

PITTSBURG TANK & TOWER GROUP
MAINTENANCE DIVISION Since 1919

1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: (270) 826-9000
F: (270) 767-6912
www.pttg.com

PRESSURE VESSEL INSPECTION REPORT

JOB NO: 58027A INSPECTOR: Dive Team 10 (JR)

TANK OWNER: Useppa Island Club

OWNER'S REPRESENTATIVE: Billy Gay

TITLE: Utility Manager

MAILING ADDRESS: P. O. Box 640, Bokeelia, Florida 33922

PHYSICAL ADDRESS: P. O. Box 640, Bokeelia, Florida 33922

E-MAIL: utilities@useppa.com; service@useppa.com

CITY, STATE: Bokeelia, Florida ZIP: 33922 COUNTY: Lee County

TELEPHONE: (239) 478-6251 FAX: Not Provided

LOCATION OF TANK: 708 Useppa Island, Captiva, Florida 33924

Useppa Island Club
P. O. Box 640
Bokeelia, Florida 33922
December 2, 2023
Billy Gay
Utility Manager
(239) 478-6251

ORIGINAL CONTRACT NO: Not Provided YEAR BUILT: 2017

ORIGINAL MANUFACTURER: Dixie Tank Company CAPACITY: 1,000 Gallon

DATE OF LAST INSPECTION: Not Provided TYPE: Potable

DIAMETER: 42" LENGTH: 14'-0"

TYPE CONSTRUCTION: WELDED: X BOLTED:

ACCOUNT EXECUTIVE: Misti Moody

PITTSBURG TANK & TOWER GROUP
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Page #	Work Proposed	Critical Deficiency	NON-Critical Deficiency	OSHA	Structural	Preventative Maintenance
2	Post a **Warning, Tampering With This Facility is a Federal Offense** (US code title 42, section 300i-1) sign.		X			
	Post a **No Trespassing** sign.		X			
3	Clear dirt, debris and loose gravel away from the saddle support foundation pad, down to a minimum of 6" below the top of the foundation. This should be done by a local excavating company.					X
5	Replace a sight glass water level gauge.		X			
6	Re-evaluate the tank exterior at next inspection cycle.					X
7	Power tool clean all rusted and abraded areas on the tank interior, stripe coat all seams and welds, then apply an epoxy liner.					X

December 2, 2023

Useppa Island Club
P. O. Box 640
Bokeelia, Florida 33922

Ref: Job # 58027B

Dear Billy Gay:

Liquid Engineering Corporation is now part of the Pittsburg Tank and Tower Group family of companies.
Pittsburg Tank and Tower Maintenance Company is an industry leader in tank rehabilitation and recoating projects of any size. The following summary report will detail areas of your tank that are in need of maintenance as dictated by applicable EPA, OSHA, AWWA, and NFPA codes. We have also included general recommendations to prolong the lifespan of your tank.

For ease of understanding, we have organized the report into categories:

1. Critical Deficiencies
2. OSHA Deficiencies
3. AWWA/NFPA Deficiencies
4. Preventive Maintenance

We appreciate your business and look forward to handling your tank maintenance.

Sincerely,

Liquid Engineering Corporation
Misti Moody
Account Executive
406-869-3157 – Direct
406-651-0120 – Fax
mmoody@liquidengineering.com

PITTSBURG TANK & TOWER GROUP
MAINTENANCE DIVISION Since 1919
"100 years and still climbing"

1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: (270) 826-9000
F: (270) 767-6912
WWW.PTTG.COM

Useppa Island Club

Billy Gay

(239) 478-6251

P. O. Box 640

Bokeelia, Florida 33922

RE: Useppa Island Club

Captiva, Florida

December 02, 2023

100,000 Gallon Bolted Ground Storage Tank

Job No. 58027B

KEITH M. EATON
LICENSE
No. 77451
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved New and Used Tanks

PITTSBURG TANK & TOWER GROUP
MAINTENANCE DIVISION Since 1919
"100 years and still climbing"

1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: (270) 826-9000
F: (270) 767-6912
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Tank Summary

Job Number
58027B

Inspector
Dive Team 10

Tank Owner
Useppa Island Club

Customer
Billy Gay

Customer Email
utilities@useppa.com; service@useppa.com

Test Results

Interior Lead Results
N/A

Exterior Lead Results
N/A

Tank Address
828 Useppa Island

Tank City
Captiva

Tank State
Florida

Tank Zip
33924

Tank County
Lee

Latitude
26.6621404

Longitude
-82.2121706

Last Inspection Date
11/28/2018

Inspection Date
Dec 02, 2023

Manufacturer
Not Provided

Year Built
2003

Contract Number
Not Provided

Tank Type
Ground Storage Tank

Tank Use
Potable

Material
Carbon Steel

Construction
Bolted

Capacity
100,000

Diameter
28' - 0"

Height
25' - 0"

Drain Diameter
6"

Overflow Diameter
4"

Roof Rail Height
N/A

Anchor Bolts
N/A

Chairs
N/A

Primary Manway Diameter
28"

Primary Roof Hatch
24"

Roof Vent 1
Not Provided

Pittsburg Tank & Tower Maintenance

Inspection Executive Summary

Critical

Coatings/Interior Wet

- Abrasive blast all interior areas to a SSPC-SP10 (near white) then apply a 80-100 mil thick monolithic 100% solids/zero VOC lining system. The elastomeric properties allow for expansion and contraction of the substrate caused by thermal shifts and weight. This coating meets the NSF 61/600 and FDA requirements for food contact. This coating would only be applied to the floor and shell of the tank.

Roof /Roof Deterioration

- Replace the existing roof with a new roof in compliance with current applicable OSHA, AWWA, NFPA and AISC standards. The roof will be complete with a 42" high 360° handrail system, a vacuum-pressure frost-proof vent, two (2) 30" roof hatches, locking devices, two (2) interior access ladders complete with cable-type safety devices, and Confined Space Entry signs.

OSHA

Ladders/Platforms/Shell Ladder

- Install a cable-type safety climb device on the shell ladder.

Access Points/Primary Shell Manway

- Install a Confined Space Entry sign on the primary shell manway.

Deficiency

Coatings/Exterior

- Pressure wash the tank exterior with an anti-fungal biodegradable solution (minimum 3,500 psi at 3.0 gpm), SSPC-SP2/SSPC-SP3 hand or power tool clean all rusted and flaking areas, spot prime, and apply one (1) finish coat of Alkyd paint to match the existing color.

Security/Site Security

- Post a "No Trespassing" sign.
- Install a "Warning Tampering with this Facility is a Federal Offense" sign.

Foundation & Grade/Foundation

- Remove all fill to expose 6" of foundation and properly grade for drainage. This should be done by a local excavating company.

Shell Accessories/Drain

- Install a locking device on the existing drain valve.

Shell Accessories/Liquid Level Gauge

- Adjust, calibrate, and lubricate the existing liquid level gauge.

Shell Accessories/Overflow

- Install a flapper valve and screen on the overflow pipe at the termination point.

Access Points/Primary Shell Manway

- Install a davit arm on the primary shell manway.

Preventive

Foundation & Grade/Foundation

- Clean the exposed foundation and seal or paint to protect the concrete.
- Remove the vegetation/debris from around the tank. *This work to be performed by others.*

Foundation & Grade/Grounding

- Install two (2) grounding assemblies.

Ladders/Platforms/Shell Ladder

- Install a Fall Protection Required sign near the base of the shell ladder.

Interior /Mixing System

- Install a Grid Bee mixing system to enhance water quality. *Electrical work to be done by others.*

Performing welding, cutting, grinding or using a cut off saw is not recommended by the manufacturer of 'Glass Lined' tanks. Some of recommendations in this report are for preventive maintenance items and/or to keep the tank in compliance with governing codes. Any items that require "Hot Work" will be performed at the request of the owner or owner's authorized agent.

Coatings

Exterior

Current Conditions:

- The tank's exterior coating has corrosion and is starting to fail.

Recommendations:

- Pressure wash the tank exterior with an anti-fungal biodegradable solution (minimum 3,500 psi at 3.0 gpm), SSPC-SP2/SSPC-SP3 hand or power tool clean all rusted and flaking areas, spot prime, and apply one (1) finish coat of Alkyd paint to match the existing color.

Coatings

Exterior (Cont...)

Misti Moody
Account Executive
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
WWW.PTTG.COM

Coatings

Exterior (Cont...)

Misti Moody
Account Executive
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Coatings

Interior Wet

Current Conditions:

- The tank's interior coating has heavy corrosion and has failed.

Recommendations:

- Abrasive blast all interior areas to a SSPC-SP10 (near white) then apply a 80-100 mil thick monolithic 100% solids/zero VOC lining system. The elastomeric properties allow for expansion and contraction of the substrate caused by thermal shifts and weight. This coating meets the NSF 61/600 and FDA requirements for food contact. This coating would only be applied to the floor and shell of the tank.

Coatings

Interior Wet (Cont...)

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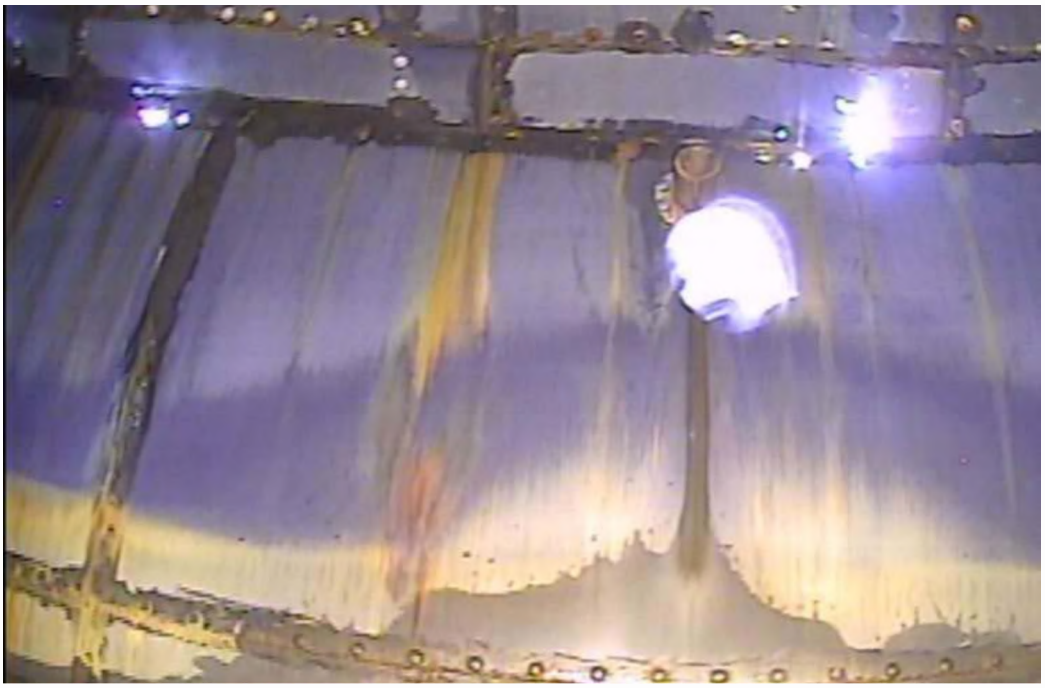
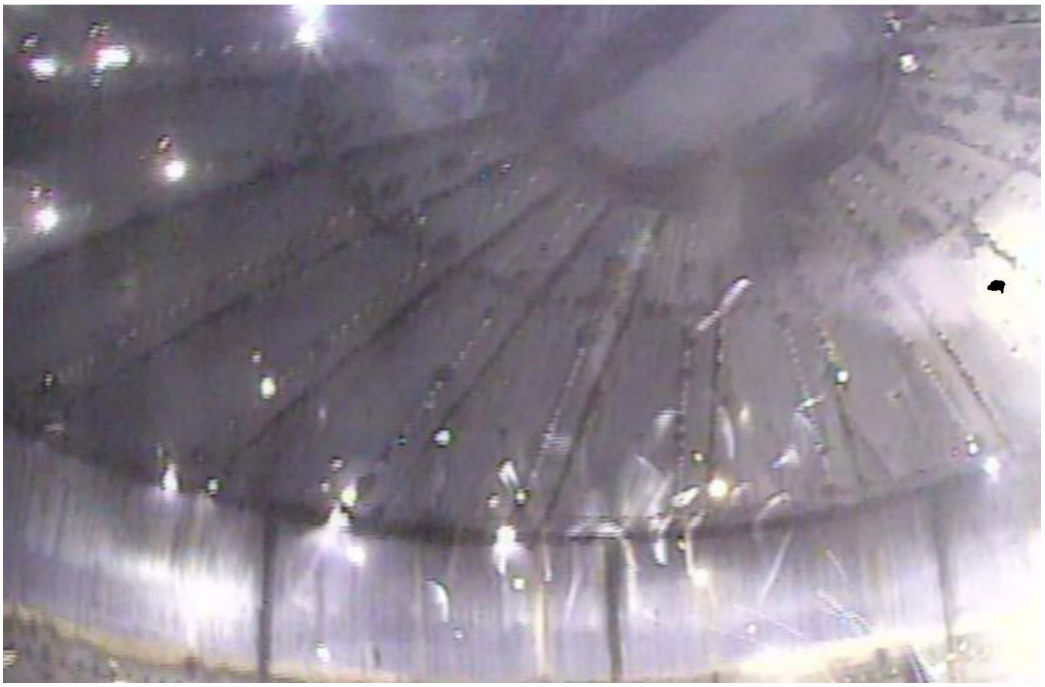
Coatings

Interior Wet (Cont...)





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Coatings

Sediment

Current Conditions:

- Photos show before and after a dive cleanout was performed.

Recommendations:

- No work recommended.

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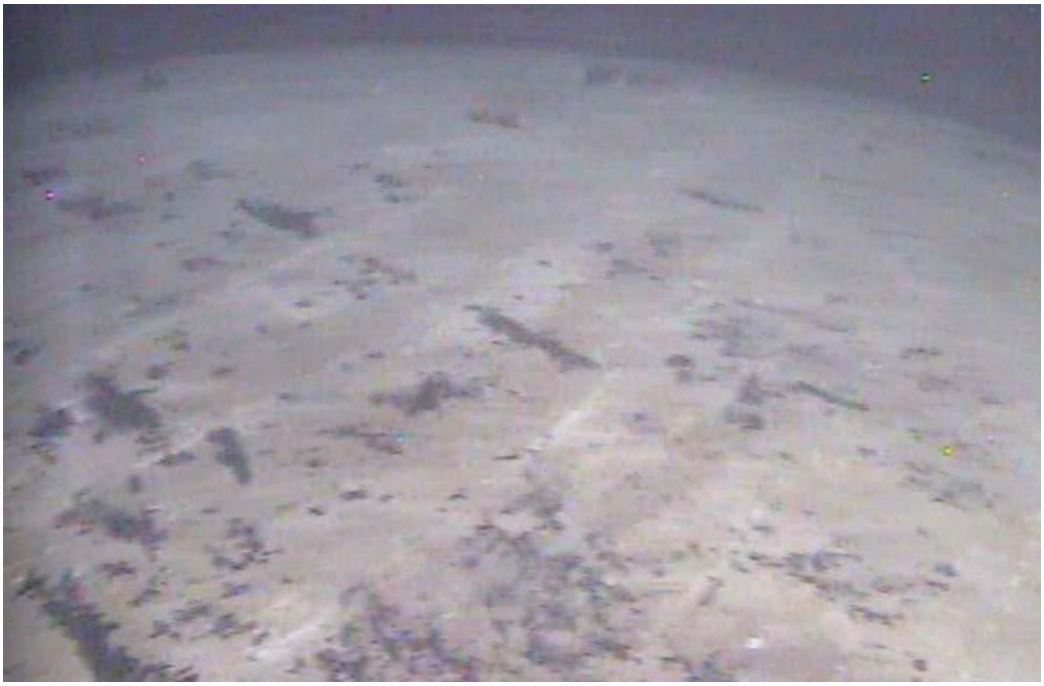
Coatings

Sediment (Cont...)



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Security

Site Security

Current Conditions:

- The site does not have "No Trespassing" signage.
- The site does not have "Warning Tampering with this Facility is a Federal Offense" signage.

Recommendations:

- Post a "No Trespassing" sign.
- Install a "Warning Tampering with this Facility is a Federal Offense" sign.

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Account Executive
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Foundation & Grade

Foundation

Current Conditions:

- The foundation does not appear to be sealed.
- The structure currently has vegetation/debris near the tank.
- The top of the foundation is less than 6" above grade.

Recommendations:

- Clean the exposed foundation and seal or paint to protect the concrete.
- Remove the vegetation/debris from around the tank. *This work to be performed by others.*
- Remove all fill to expose 6" of foundation and properly grade for drainage. This should be done by a local excavating company.

Misti Moody
Account Executive
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
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Foundation & Grade

Foundation (Cont...)

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Account Executive
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
WWW.PTTG.COM

Foundation & Grade

Grounding

Current Conditions:

- The tank does not appear to be properly grounded for lightning protection.

Recommendations:

- Install two (2) grounding assemblies.

Shell Accessories

Drain

Current Conditions:

- The existing drain valve is not locked.

Recommendations:

- Install a locking device on the existing drain valve.

Shell Accessories

Liquid Level Gauge

Current Conditions:

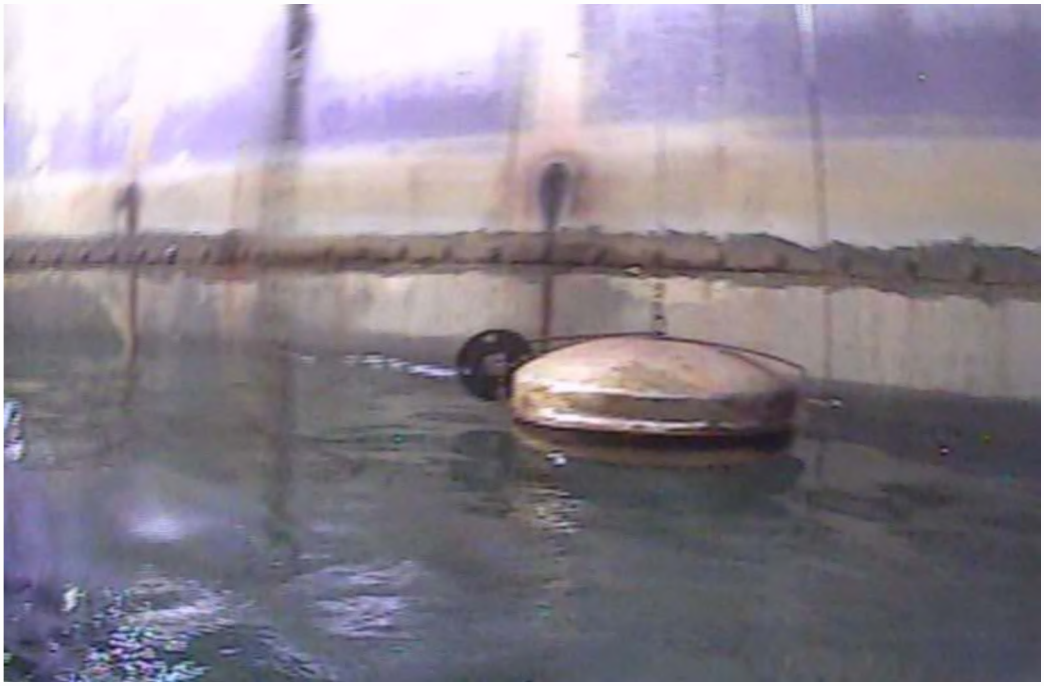
- The liquid level gauge needs to be adjusted and calibrated.

Recommendations:

- Adjust, calibrate, and lubricate the existing liquid level gauge.

Shell Accessories

Liquid Level Gauge (Cont...)



Misti Moody
Account Executive
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
WWW.PTTG.COM

Shell Accessories

Overflow

Current Conditions:

- The overflow is not equipped with a flapper valve.

Recommendations:

- Install a flapper valve and screen on the overflow pipe at the termination point.

Shell Accessories

Overflow (Cont...)

Misti Moody
Account Executive
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
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Ladders/Platforms

Shell Ladder

Current Conditions:

- The shell ladder is not in compliance for the following reason: Does not have a compliant cable-type safety climb device.
- There is currently no signage at the base of the shell ladder.

Recommendations:

- Install a cable-type safety climb device on the shell ladder.
- Install a Fall Protection Required sign near the base of the shell ladder.

Ladders/Platforms

Shell Ladder (Cont...)

Misti Moody
Account Executive
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
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Ladders/Platforms

Shell Platform

Current Conditions:

- The access platform appears to be in good condition.

Recommendations:

- No work recommended.

Misti Moody
Account Executive
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
WWW.PTTG.COM

Access Points

Primary 28" Shell Manway

Current Conditions:

- The primary shell manway is not equipped with a davit arm.
- The primary shell manway does not have a Confined Space Entry sign.

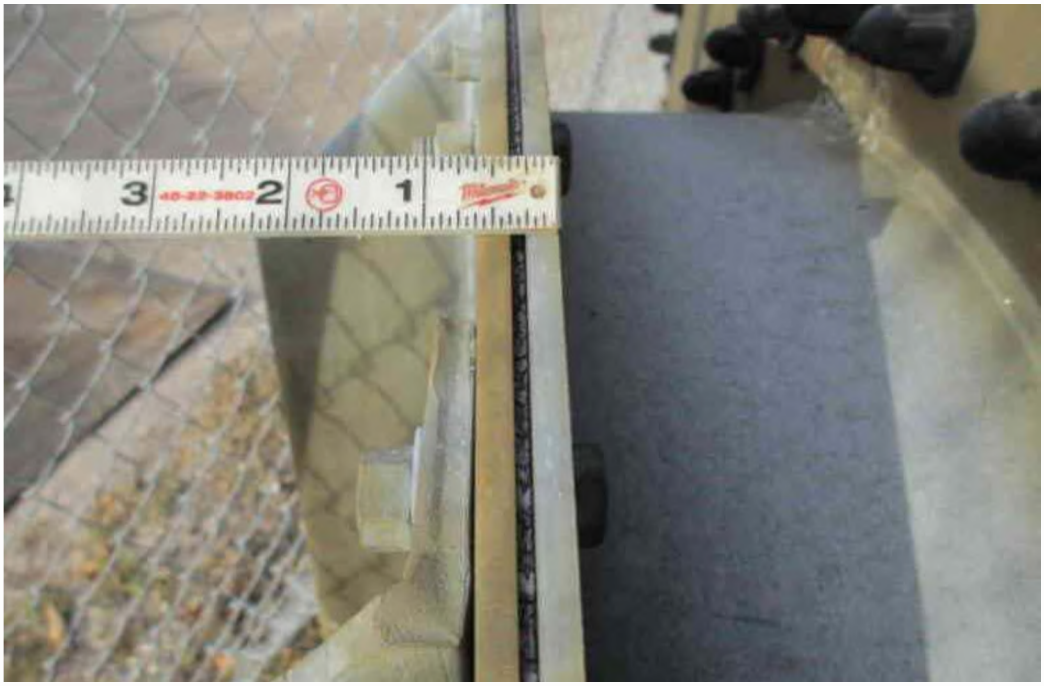
Recommendations:

- Install a davit arm on the primary shell manway.
- Install a Confined Space Entry sign on the primary shell manway.

Misti Moody
Account Executive
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
WWW.PTTG.COM

Access Points

Primary Shell Manway (Cont...)



Misti Moody
Account Executive
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
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Roof

Roof Deterioration

Current Conditions:

- The existing roof is deteriorated and in poor condition. The current condition allows rainwater and contaminants to potentially enter the tank.

Recommendations:

- Replace the existing roof with a new roof in compliance with current applicable OSHA, AWWA, NFPA and AISC standards. The roof will be complete with a 42" high 360° handrail system, a vacuum-pressure frost-proof vent, two (2) 30" roof hatches, locking devices, two (2) interior access ladders complete with cable-type safety devices, and Confined Space Entry signs.

Roof

Roof Deterioration (Cont...)

Misti Moody
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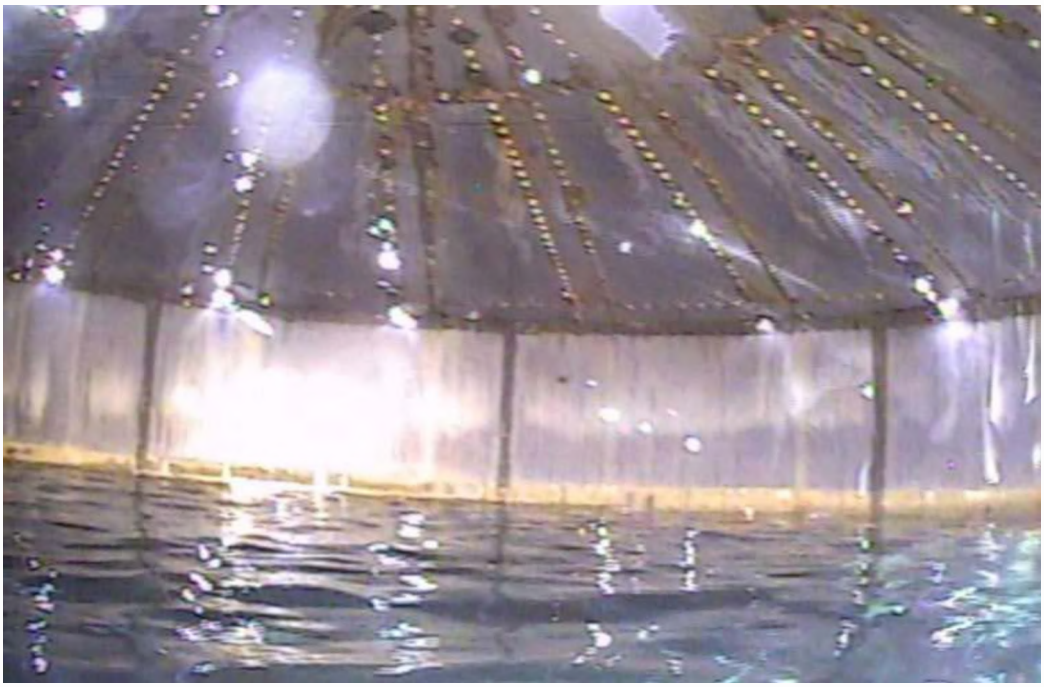
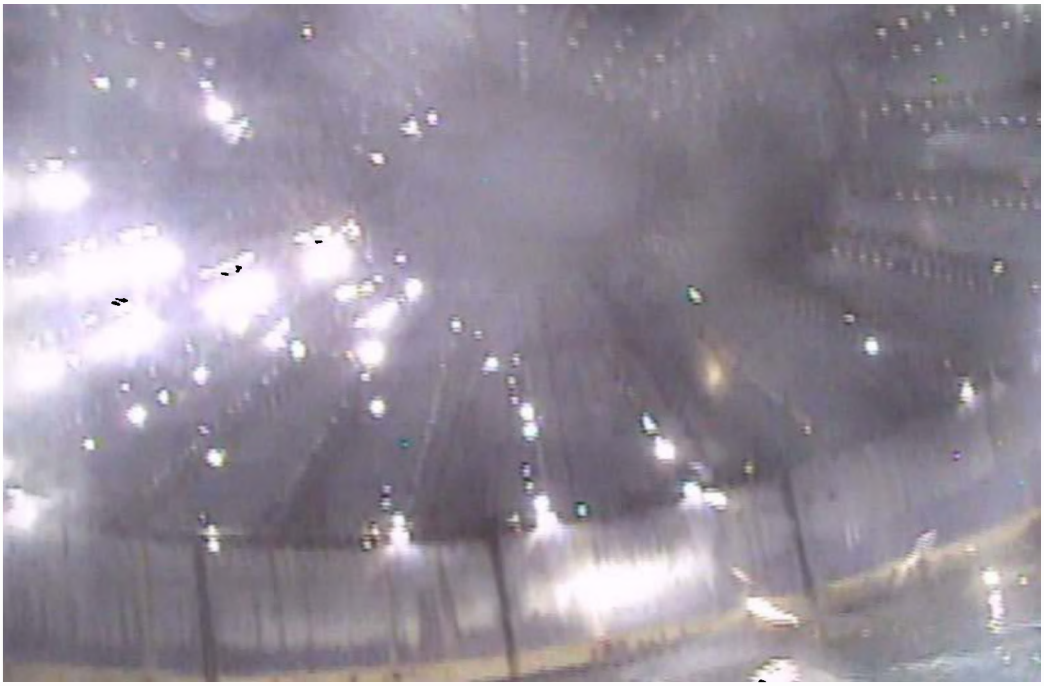
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
WWW.PTTG.COM

Roof

Roof Deterioration (Cont...)





Misti Moody
Account Executive
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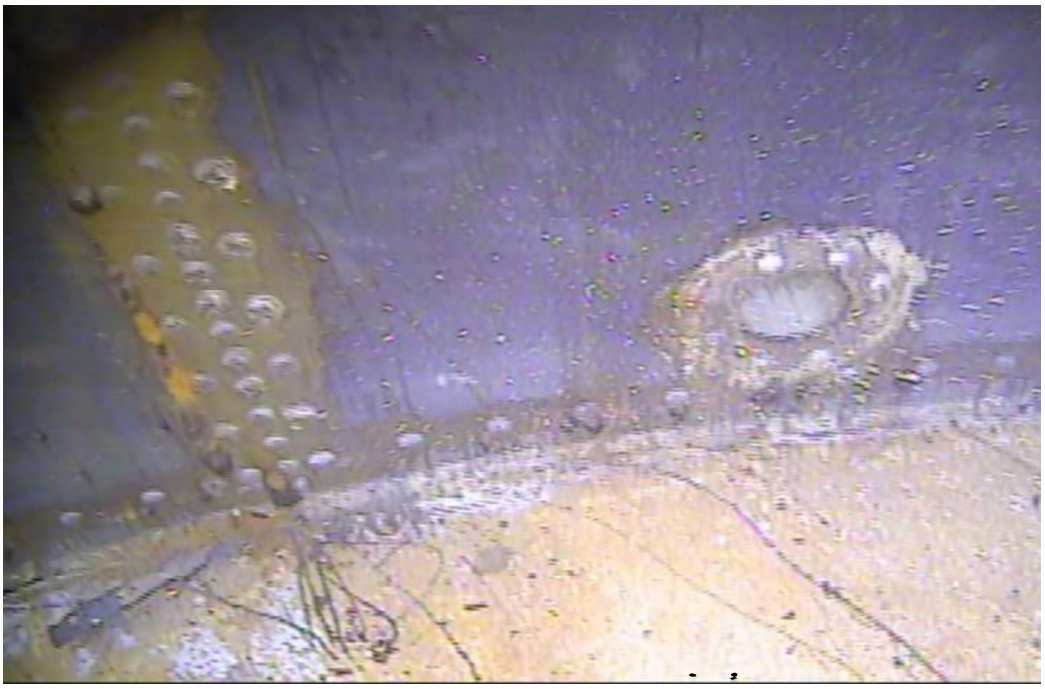
WWW.PTTG.COM

Interior

Mixing System



Current Conditions:

- The tank is not currently equipped with a mixing system.

Recommendations:

- Install a Grid Bee mixing system to enhance water quality. *Electrical work to be done by others.*

Misti Moody
Account Executive
Phone: 270-826-9000 Direct/Extension: (406) 869-3157
WWW.PTTG.COM

Performing welding, cutting, grinding or using a cut off saw is not recommended by the manufacturer of 'Glass Lined' tanks. Some of recommendations in this report are for preventive maintenance items and/or to keep the tank in compliance with governing codes. Any items that require "Hot Work" will be performed at the request of the owner or owner's authorized agent.

Code Summary

Coatings/Exterior

AWWA D102-17 4.3 Outside Coating Systems

Coatings/Interior Wet

AWWA D102-17 4.6.3.2.3 Interior wet surfaces shall have existing coatings removed and be blast cleaned in accordance with SSPC-SP 10/NACE No. 2 when (1) the existing coatings have deteriorated extensively, (2) the existing coating system is determined not to be a candidate for overcoating when evaluated in accordance with SSPC-TU 3, or (3) the candidate overcoat system or systems are not compatible with the existing coating system.

Coatings/Sediment

PTTG PGR 1000 Sediment should be removed from tanks regularly to avoid issues associated with excessive sediment buildup.

Security/Site Security

Federal Regulations Public Health US Code title 42, section 300i-2 Any person who tampers with a public water system shall be imprisoned for not more than 5 years, or be fined in accordance with Title 18 or both.

Federal Regulations Public Health US Code title 42, section 300i-2 Any person who tampers with a public water system shall be imprisoned for not more than 5 years, or be fined in accordance with Title 18 or both.

Foundation & Grade/Foundation

PTTG PGR 2000 Caulk or grout should be installed at the base of the tank to prevent water from collecting under the floor and chime area. Foundations should be sealed or painted to protect the concrete.

PTTG PGR 2003 Storage tanks and their surrounding areas should be kept clean to allow for maintenance and inspections to be performed.

AWWA D103-19 13.5.1 The tops of the concrete foundations shall be a minimum of 6 in. above the adjacent grade, unless otherwise specified.

Foundation & Grade/Grounding

PTTG PGR 2004 Storage tanks should be grounded for lightning protection.

Shell Accessories/Drain

PTTG PGR 5001 Drain valves should be locked to prevent unauthorized draining of the tank.

Shell Accessories/Liquid Level Gauge

PTTG PGR 5003 Tanks should be equipped with a mechanical liquid level indicator system. This allows the tank level to be monitored.

Shell Accessories/Overflow

AWWA D103-19 7.3 The tank shall be equipped with an overflow of the type and size specified. If a stub overflow is specified, it shall project at least 12 in. (300 mm) beyond the tank shell. If an overflow to ground is specified, it shall be brought down the outside of the tank shell and supported at proper intervals with suitable brackets. It shall terminate at the top in a weir box or other suitable intake. Unless otherwise specified, the overflow pipe shall be fitted with an elbow, screened flap valve or duckbill, and terminate 24 in. above ground. Internal overflows are not recommended but may be provided if specified. Internal overflows, where a portion of the piping is within the tank container, are not recommended when tank usage and climatic conditions are such that ice damage may occur to the overflow pipe or its attachments.

Ladders/Platforms/Shell Ladder

OSHA 1910 28(b)(9)(i) Existing fixed ladders. Each fixed ladder installed before November 19, 2018 is equipped with a personal fall arrest system, ladder safety system, cage, or well. New fixed ladders. Each fixed ladder installed on and after November 19, 2018, is equipped with a personal fall arrest system or a ladder safety system.

PTTG PGR 4002 Fall Protection Required signs should be posted at the base of ladders as a reminder that fall protection is required to climb.

Ladders/Platforms/Shell Platform

OSHA 1910 29(b)(1) The top edge height of top rails, or equivalent guardrail system members, are 42 inches (107 cm), plus or minus 3 inches (8 cm), above the walking-working surface. The top edge height may exceed 45 inches (114 cm), provided the guardrail system meets all other criteria of paragraph (b) of this section (see Figure D–11 of this section).

Access Points/Primary Shell Manway

AWWA D103-19 7.1 One manhole, unless otherwise specified, shall be provided in the first ring of the tank shell. In tanks with one manhole, a sheet opposite the manhole may be removed for additional ventilation if required for inspections or recoating. If any manhole cover weighs more than 50 lb. (23 kg) a hinge or davit shall be provided. Manholes may be either circular, 24 in. (610 mm) in diameter; square 24 in. (610 mm) x 24 in. (610 mm); or elliptical 18 in. (460 mm) x 22 in. (560 mm) minimum size. Flush rectangular manholes with a minimum length of 24 in. (610 mm) in the shortest direction and a maximum length of 48 in. (1220 mm) in the longest direction are also acceptable.

OSHA 1910 146 (c)(2) If the workplace contains permit spaces, the employer shall inform exposed employees, by posting danger signs or by any other equally effective means, of the existence and location of and the danger posed by the permit spaces.

Roof /Roof Deterioration

PTTG PGR 6000 Damaged or deteriorated tank roofs should be replaced on an emergency basis.

Interior /Mixing System

PTTG PGR 7006 Many operators rely on mixing via normal cycling of water in and out of the tank to limit water age and deterioration of disinfectant chemicals. This reliance on “passive mixing” is not enough in most cases to prevent thermal stratification, which can lead to a drop in residual chlorine and a resultant growth of bacteria.

EXHIBIT N

(Customer Complaints and Responses)

Cavanaugh, Tristan T.

From: Capt L. Ted Prosser <tedprosser@msn.com>
Sent: Wednesday, July 10, 2024 6:15 PM
To: JR Hillier
Cc: JR Hillier; Donald Beckstead
Subject: Re: Response to PSC complaint filed 6/3/2024

Thank you JR
I appreciate the update
Ted

Get Outlook for iOS

From: JR Hillier
Sent: Wednesday, July 10, 2024 3:46:04 PM
To: Capt L. Ted Prosser
Cc: JR Hillier ; Donald Beckstead
Subject: Response to PSC complaint filed 6/3/2024

Good afternoon,
First off, I would like to apologize for the delayed response to you about this complaint. I was not forwarded this complaint until 7/3/2024. Below on behalf of the Useppa Utility Department I have provided responses to your 2 question/ concerns and have also attached documents indicating the timelines for both projects.

1. Your first concern is the inability of the water system to meet its designed capacity. We have contracted with our vendor for the procurement and replacement of the RO membrane filter elements. The new filter elements arrived on Useppa Island today and the contractor expects installation in late August/ early September 2024. He will provide us with a scheduled date soon. The membrane replacement will increase our capacity back to the 60k gallons/ day rate. I have attached a timeline for the RO membrane project.
2. Your 2nd concern was the integrity of the 100k gallon tank and the operation date for the 50k gallon tank.
   - (50k gallon tank) The installation of this tank was the idea of the previous Utility President. The existing tank was constructed in 2003 and would be needing repairs soon. The installation of the 50k tank would allow the needed repairs and provide us with 150k gallon capacity once all repairs were completed. I have attached the timeline of the 50k gallon tank document. As you can see in the document the tank was scheduled to be erected in September 2022, but Hurricane Ian caused the cancelation. We are actively working on the process to have the tank operational but cannot provide an exact date. The tank is fully assembled and we are working on the permitting and engineering drawings to connect it into the existing infrastructure.
   - (100k gallon tank) We currently have 2 vendors providing bids to repair the tank. The date to repair the tank will be dependent on the completion of the 50k tank.
3. You state that “irrigation” is not a major cause for the excessive water usage. I disagree with this statement. We read 152 meters monthly and average 10-12 properties every month using >20k gallons each.
4. You state there are frequent boil water notices (BWN) issued. I have attached a document indicating the BWN/ Rescind with a short narrative on each for a better understanding of each circumstance.

Thanks,
JR

JR Hillier
Service Director

Useppa Island Club
PO Box 640, Bokeelia, FL 33922

Email: jrhillier@useppa.com

Main: (239) 283-1061
Direct:(239) 283-6078
Web: www.useppa.com

JR Hillier
Service Director

Useppa Island Club
PO Box 640, Bokeelia, FL 33922

Email: jrhillier@useppa.com

Main: (239) 283-1061
Direct:(239) 283-6078
Web: www.useppa.com

RO Membrane timeline 2024

- 5/20/2024 Requested quote for the replacement of the RO membranes.
- 5/21/2024 Received written quote from Membrane Treatment Services, POC: Bruce Whitty.
- 5/30/2024 Returned signed proposal for the RO membrane replacement.
- 6/11/2024 Vendor requested shipping address for the membrane material deliveries.
- 7/9/2024 Phone conversation with the vendor, expect delivery the week of 7/14/2024. Installation tentatively scheduled for late August/ early September 2024 due to work load.
- 7/9/2024 Approx 2 hours after speaking with Bruce Whitty we received shipment of the RO membranes to the barge moorings.
- 7/10/2024 The RO membranes were transported to Useppa Island by company owned barge. Bruce Whitty notified of the delivery.

50k Gallon Water Tank Installation

- 11/3/2021 Signed contract with Climate Tanks and SMC Concrete for new tank.
- 12/13/2021 Received report from Universal Engineering Sciences for final Report of Geotechnical Exploration.
- 2/15/2022 Poured concrete tank foundation next to existing 100k water tank.
- 3/28/2022 Final tank nozzle layout/ ladder layout approved.
- 8/17/2022 Tank arrived barge mooring.
- 8/18/2022 Tank barged to Useppa Island.
- 9/5/2022 Expected scheduled week of the tank installation but vendor had to reschedule due to family emergency. The new scheduled date was the week of 9/26/2022.
- 9/23/2022 Contractor and Useppa agreed to postpone the tank installation until after Hurricane Ian passed due to storm cone path.
- 9/28/2022 Landfall on Hurricane Ian. All projects put on hold.
- 11/21/2023 Signed contract with DRMP for the permitting and design for connecting the new 50k gallon tank into the existing infrastructure.
- 4/1/2024 Contractor commenced erecting tank.
- 5/8/2024 Contractor finished constructing the tank, ladder, and platform.
- 6/5/2024 DRMP designer onsite for final pictures for engineering/ design drawings.

BWN/ RESCIND

June 2022-June 2024

- 6/17/2022 BWN/ North end. 4" water main break at lot 130A.
- 6/22/2022 BWN Rescind
- 6/23/2022 BWN/ North end and Village lots. 4" water main break in the service yard.
- 6/27/2022 BWN Rescind
- 7/11/2022 BWN/ All lots. Planned water outage on 7/12/2022 to repair leak on high pressure pump supply piping.
- 7/15/2022 BWN Rescind.
- 9/26/2022 BWN/ All lots. Loss of electrical power to the high-pressure service pumps, no cause found.
- 9/28/2022 Hurricane Ian
- 10/2/2022 BWN/ All lots. Post Hurricane Ian.
- 11/4/2022 BWN Rescind.
- 2/4/2023 BWN/ Southend. 4" water main break.
- 2/8/2023 BWN Rescind.
- 5/5/2023 BWN/ All lots. Planned water outage on 5/9/2023 for replacement of faulty air compressor on the 1000-gallon hydro tank.
- 5/15/2023 BWN Rescind.
- 5/16/2023 BWN/ Village and 141-144 lots. 4" water main break at lot 142A.
- 5/19/2023 BWN Rescind.
- 1/8/2024 BWN/ Village and 141-144 lots. 4" water main break at lot 507. Palm tree broke off 2" water pipe from 4" water main that supplies lots 505 and 506. Capped broken pipe and provided temporary supply to lots 505 and 506 due to field being flooded from heavy rains.
- 1/11/2024 BWN Rescind.
- 1/23/2024 BWN/ South Knoll lots. Meter supply broke off by palm tree at lot 322A.
- 1/26/2024 BWN Rescind.
- 2/14/2024 BWN/ South Knoll lots. Meter supply broke off at lot 322A. Previous repair on 1/23/2024 failed.
- 2/19/2024 BWN Rescind.
- 3/19/2024 BWN/ Village and 141-144 lots. Conducted permanent repairs for water supply to lots 505 and 506 from the 1/8/2024 failure.
- 3/22/2024 BWN Rescind.
- 5/14/2024 BWN/ Rum Cove lots. Replacement of the 4" isolation valve across the road from lot 308.
- 5/17/2024 BWN Rescind.
- 5/28/2024 BWN/ All lots. Planned water outage on 5/29/2024 for the replacement of the 6" flex coupling for the high-pressure pump supply.
- 6/1/2024 BWN Rescind.
- 6/7/2024 BWN/ Village and 141-144 lots. 4" water main break at lot 515. Found deck piling set on top of the water main during construction.
- 6/13/2024 BWN Rescind.

- 6/21/2024 BWN/ Village and 141-144 lots. Water meter supply valve gate stem broke off at lot 515.
- 6/27/2024 BWN Rescind.

Water repairs June 2022- June 2024

These are additional repairs not already stated in BWN document.

- 7/13/2022 Contractor on site to conduct annual RO membrane cleaning/ inspection.
- 8/31/2022 Replaced pump tube for chlorine injection.
- 10/6/2022 Repaired plumbing to the clear well tank post hurricane Ian.
- 10/62022 Repaired GST level indicator post hurricane Ian.
- 12/5/2022 Installed new permeate meter on the RO panel.
- 12/6/2022 Contractor repaired communications with the south well and RO plant post hurricane Ian.
- 1/16/2023 Replaced pump tube for chlorine injection.
- 1/16/2023 Replaced RO pre-filter cartridges.
- 2/2/2023 Replaced faulty capacitor on the south well.
- 2/10/2023 Replaced pump tube for anti-scale injection.
- 4/3/2023 Replaced RO pre-filter cartridges.
- 5/9/2023 Contractor replaced faulty air compressor on the 1000-gallon hydro-tank.
- 6/3/2023 Replaced pump tube for chloring injection.
- 6/10/2023 Contractor inspected/ rebuilt backflow preventor valve.
- 6/23/2023 Contractor repaired faulty breaker/ circuit for the injection well.
- 7/18/2023 Replaced RO pre-filter cartridges.
- 9/22/2023 Replaced RO pre-filter cartridges.
- 9/27/2023 Contractor onsite to conduct annual RO membrane cleaning/ inspection.
- 11/1/2023 Installed new injection wellhead.
- 11/8/2023 Replaced faulty check valve on hi pressure pump #2. Replaced check valve on pump #1 as a precautionary.
- 11/13/2023 Replaced pump tube for anti-scale injection.
- 11/18/2023 Replaced faulty float on the clear well.
- 12/2/2023 Contractor onsite to conduct 5-year tank inspections on 100k gallon storage tank and 1000-gallon hydro-tank.
- 1/2/2024 Replaced faulty RO pump motor.
- 3/19/2024 Replaced pump tube for chlorine injection.
- 4/19/2024 Replaced faulty RO pump.
- 4/21/2024 Replaced pump tube for anti-scale injection.
- 5/20/2024 Replaced broken pipe on the south well. Replaced wellhead while conducting repairs.
- 5/21-5/23/2024 Contractor onsite conducting lead/ copper inspections per new DEP requirement this year.
- 6/12/2024 Replaced faulty clear well transfer pump.
- 6/24/2024 Received final Capacity Analysis Report dated 6/24/2024.
- 6/28/2024 Replaced faulty degasifier air pump on the clear well.

Cavanaugh, Tristan T.

From: JR Hillier <jrhillier@useppa.com>
Sent: Friday, November 29, 2024 3:08 PM
To: Capt L. Ted Prosser
Cc: Donald Beckstead; JR Hillier
Subject: Response to PSC complaint filed 9/13/2024
Attachments: FW: Fuel tanks; BWN Nov 2022-Nov2024.pdf; RO Membrane Timeline 2024.pdf; 50k Gallon Tank Timeline.pdf

Good afternoon, Ted,

As you know between Sept/ October 2024 Useppa suffered severe damage from 2 storm surges from Hurricane Helene and Hurricane Milton. These storms have kept me in the field assisting the crews to get the facilities back in operation, so I have not been able to keep up with the administrative side. Below on behalf of the Useppa Utility Department I have provided responses to your recent concerns regarding the water plant.

1. (Leaking fuel tanks) I have attached pictures of the tanks you are referring to. These tanks were emptied and removed from service on 9/6/2024. We placed them on the concrete pad by the water plant building until we could transport them off the island. They were not leaking as evident in the pictures taken on 9/18/2024. They were removed from service due to rust building up inside the tanks and replaced with new double-walled 243-gallon tanks. The old tanks were transported from Useppa Island on 9/19/2024.
2. (Fencing) Once the new 50k gallon tank is connected to the water infrastructure we will install new fencing around both water storage tanks and replace the fencing on the north and south well areas.
3. (BWN not reported) I have attached a list of BWN/ rescinds from November 2022- November 2024. We report all water outages to US Water for the BWN. I'm not aware of any outages without a BWN issued.
4. (RO Membrane) On 10/30/2024 the contractor completed the replacement of the RO membrane elements. I have attached a timeline of the repair.
5. (50k gallon tank) I have attached a copy of the current timeline for the new storage tank.

Thanks,
JR

JR Hillier
Service Director

Useppa Island Club
PO Box 640, Bokeelia, FL 33922

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Direct: (239) 283-6078
Web: www.useppa.com

Cavanaugh, Tristan T.

From: JR Hillier <jrhillier@useppa.com>
Sent: Friday, November 29, 2024 2:00 PM
To: JR Hillier
Subject: FW: Fuel tanks

GAS

Sent from my iPhone

USEPPA ISLAND CLUB

JR Hillier
Service Director

Useppa Island Club
PO Box 640, Bokeelia, FL 33922

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Main: (239) 283-1061
Direct: (239) 283-6078
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50k Gallon Water Tank Installation

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- 2/15/2022 Poured concrete tank foundation next to existing 100k water tank.
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- 8/17/2022 Tank arrived barge mooring.
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- 9/5/2022 Expected scheduled week of the tank installation but vendor had to reschedule due to family emergency. The new scheduled date was the week of 9/26/2022.
- 9/23/2022 Contractor and Useppa agreed to postpone the tank installation until after Hurricane Ian passed due to storm cone path.
- 9/28/2022 Landfall on Hurricane Ian. All projects put on hold.
- 11/21/2023 Signed contract with DRMP for the permitting and design for connecting the new 50k gallon tank into the existing infrastructure.
- 4/1/2024 Contractor commenced erecting tank.
- 5/8/2024 Contractor finished constructing the tank, ladder, and platform.
- 6/5/2024 DRMP designer onsite for final pictures for engineering/ design drawings.
- 7/25/2024 Requested status from DRMP by email.
- 8/9/2024 Received FDEP permit application and 60% drawings from DRMP.
- 8/16/2024 Signed and returned signed FDEP application to DRMP.
- 9/27/2024 DRMP submitted permit application to FDEP.
- 11/6/2024 Received permit application from FDEP.

BWN/ RESCIND

November 2022-Novemeber 2024

- 2/4/2023 BWN/ Southend. 4" water main break.
- 2/8/2023 BWN Rescind.
- 5/5/2023 BWN/ All lots. Planned water outage on 5/9/2023 for replacement of faulty air compressor on the 1000-gallon hydro tank.
- 5/15/2023 BWN Rescind.
- 5/16/2023 BWN/ Village and 141-144 lots. 4" water main break at lot 142A.
- 5/19/2023 BWN Rescind.
- 1/8/2024 BWN/ Village and 141-144 lots. 4" water main break at lot 507. Palm tree broke off 2" water pipe from 4" water main that supplies lots 505 and 506. Capped broken pipe and provided temporary supply to lots 505 and 506 due to field being flooded from heavy rains.
- 1/11/2024 BWN Rescind.
- 1/23/2024 BWN/ South Knoll lots. Meter supply broke off by palm tree at lot 322A.
- 1/26/2024 BWN Rescind.
- 2/14/2024 BWN/ South Knoll lots. Meter supply broke off at lot 322A. Previous repair on 1/23/2024 failed.
- 2/19/2024 BWN Rescind.
- 3/19/2024 BWN/ Village and 141-144 lots. Conducted permanent repairs for water supply to lots 505 and 506 from the 1/8/2024 failure.
- 3/22/2024 BWN Rescind.
- 5/14/2024 BWN/ Rum Cove lots. Replacement of the 4" isolation valve across the road from lot 308.
- 5/17/2024 BWN Rescind.
- 5/28/2024 BWN/ All lots. Planned water outage on 5/29/2024 for the replacement of the 6" flex coupling for the high-pressure pump supply.
- 6/1/2024 BWN Rescind.
- 6/7/2024 BWN/ Village and 141-144 lots. 4" water main break at lot 515. Found deck piling set on top of the water main during construction.
- 6/13/2024 BWN Rescind.
- 6/21/2024 BWN/ Village and 141-144 lots. Water meter supply valve gate stem broke off at lot 515.
- 6/27/2024 BWN Rescind.
- 8/5/2024 BWN/ Hurricane Debby dock plumbing damage.
- 8/9/2024 BWN Rescind.
- 9/28/2024 BWN/ Hurricane Helene storm surge damage to multiple homes/ docks.
- 10/4/2024 BWN Rescind.
- 10/21/2024 BWN/ Hurricane Milton preparations/ island evacuated. All utilities taken offline.
- 10/25/2024 BWN Rescind.
- 10/29/2024 BWN/ 2" pipe break due to tree roots at lots 505/506. Village homes.

- 10/31/2024 BWN/ Water main break behind Collier Inn. Effect north end and village homes.
- 11/6/2024 BWN Rescind for Village/ North end homes.

Water repairs November 2022- November 2024

These are additional repairs not already stated in BWN document.

- 12/5/2022 Installed new permeate meter on the RO panel.
- 12/6/2022 Contractor repaired communications with the south well and RO plant post hurricane Ian.
- 1/16/2023 Replaced pump tube for chlorine injection.
- 1/16/2023 Replaced RO pre-filter cartridges.
- 2/2/2023 Replaced faulty capacitor on the south well.
- 2/10/2023 Replaced pump tube for anti-scale injection.
- 4/3/2023 Replaced RO pre-filter cartridges.
- 5/9/2023 Contractor replaced faulty air compressor on the 1000-gallon hydro-tank.
- 6/3/2023 Replaced pump tube for chloring injection.
- 6/10/2023 Contractor inspected/ rebuilt backflow preventor valve.
- 6/23/2023 Contractor repaired faulty breaker/ circuit for the injection well.
- 7/18/2023 Replaced RO pre-filter cartridges.
- 9/22/2023 Replaced RO pre-filter cartridges.
- 9/27/2023 Contractor onsite to conduct annual RO membrane cleaning/ inspection.
- 11/1/2023 Installed new injection wellhead.
- 11/8/2023 Replaced faulty check valve on hi pressure pump #2. Replaced check valve on pump #1 as a precautionary.
- 11/13/2023 Replaced pump tube for anti-scale injection.
- 11/18/2023 Replaced faulty float on the clear well.
- 12/2/2023 Contractor onsite to conduct 5-year tank inspections on 100k gallon storage tank and 1000-gallon hydro-tank.
- 1/2/2024 Replaced faulty RO pump motor.
- 3/19/2024 Replaced pump tube for chlorine injection.
- 4/19/2024 Replaced faulty RO pump.
- 4/21/2024 Replaced pump tube for anti-scale injection.
- 5/20/2024 Replaced broken pipe on the south well. Replaced wellhead while conducting repairs.
- 5/21-5/23/2024 Contractor onsite conducting lead/ copper inspections per new DEP requirement this year.
- 6/12/2024 Replaced faulty clear well transfer pump.
- 6/24/2024 Received final Capacity Analysis Report dated 6/24/2024.
- 6/28/2024 Replaced faulty degasifier air pump on the clear well.
- 7/3/2024 Replaced RO pump. The pump installed on 4/19/2024 failed from contractor rebuild. The utility crew repaired pump onsite and re-installed. Operation test satisfactory. Ordered new pump assembly for stock.
- 8/28/2024 Replaced sight glass on the 1000-gallon hydro-tank.
- 10/10/2024 North well pump failure.
- 10/24/2024 Repaired leak at injection well fitting.
- 10/29/2024 Contractor onsite to commence RO membrane replacement.
- 10/30/2024 Contractor completed RO membrane replacement.

- 11/05/2024 Replaced pump tube for anti-scale injection.
- 11/22/2024 North well re-installed with new wiring harness. US Water to commence sampling 12/2/2024.
- 11/29/2024 Replaced pump tube for chlorine injection.

EXHIBIT O

(Useppa Island Utilities Company, Inc. Filed Tariffs)

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

STATE OF FLORIDA

DIVISION OF ECONOMICS
JUDY HARLOW
DIRECTOR
(850) 413-6842

Public Service Commission

July 11, 2019

Mr. Timothy Fitzsimmons
Useppa Island Utilities, Inc.
P.O. Box 640
Bokeelia, FL 33922

WS-2019-0060

Re: Application for 2018 & 2019 Price Index Rate Adjustment for Useppa Island Utilities, Inc. for water & wastewater in Lee County.

Dear Mr. Fitzsimmons:

The following tariff sheets have been approved effective July 19, 2019:

Water Tariff	Wastewater Tariff
Second Revised Sheet No. 12.0	**Second Revised Sheet No. 12.0**
Second Revised Sheet No. 13.0	**Second Revised Sheet No. 13.0**
Second Revised Sheet No. 13.1	

Please incorporate these tariff sheets into the approved tariffs on file at the utility's office. If you have any questions, please contact Justin Sewards at (850) 413-6844 at our office.

Sincerely,

Judy Harlow
Director

JH:js
Enclosures

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD – Monthly

RATE –

Meter Sizes	Base Facility Charge
5/8" x 3/4"	$ 38.13
3/4"	$ 57.20
1"	$ 95.33
1 1/2"	$ 190.65
2"	$ 305.04
3"	$ 610.08
4"	$ 953.25
6"	$ 1,906.50
8"	$ 3,050.40
Charge per 1,000 gallons	$ 7.16

MINIMUM CHARGE – Base Facility Charge

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

EFFECTIVE DATE – July 19, 2019

TYPE OF FILING – 2019 Price Index

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-2019-0060

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: July 19, 2019

Judy Harlow

DIRECTOR
DIVISION OF ECONOMICS

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

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

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

BILLING PERIOD – Monthly

RATE –

Meter Sizes	Base Facility Charge
5/8" x 3/4"	$ 38.13
3/4"	$ 57.20
1"	$ 95.33
1 1/2"	$ 190.65
2"	$ 305.04
3"	$ 610.08
4"	$ 953.25
6"	$ 1,906.50
8"	$ 3,050.40
Charge per 1,000 gallons	$ 7.16

MINIMUM CHARGE – Base Facility Charge

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

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DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: July 19, 2019

Judy Harlow

DIRECTOR
DIVISION OF ECONOMICS

FIRE PROTECTION SERVICE

RATE SCHEDULE (FS)

AVAILABILITY – Available throughout the area served by the Company.

APPLICABILITY – For water service for purposes of private fire protection.

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

BILLING PERIOD – Monthly

RATE –

Meter Sizes	Base Facility Charge
2"	$ 25.42
3"	$ 50.84

MINIMUM CHARGE – The applicable base facility charge per month.

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

EFFECTIVE DATE – July 19, 2019

TYPE OF FILING – 2019 Price Index

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-2019-0060

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: July 19, 2019

Judy Harlow

DIRECTOR
DIVISION OF ECONOMICS

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

Meter Sizes	Base Facility Charge
5/8" x 3/4"	$ 52.68
3/4"	$ 79.02
1"	$ 131.70
1 1/2"	$ 263.40
2"	$ 421.44
3"	$ 842.88
4"	$ 1,317.00
6"	$ 2,634.00
8"	$ 4,214.40
Charge per 1,000 gallons	$ 14.28

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - July 19, 2019

TYPE OF FILING - 2019 Price Index

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-2019-0060

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: July 19, 2019

Judy Harlow

DIRECTOR
DIVISION OF ECONOMICS

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

Meter Sizes	Base Facility Charge
All Meter Sizes	$ 52.68
Charge per 1,000 gallons 6,000 gallon cap	$ 11.90

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - July 19, 2019

TYPE OF FILING - 2019 Price Index

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-2019-0060

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: July 19, 2019

Judy Harlow

DIRECTOR
DIVISION OF ECONOMICS

EXHIBIT P

(Useppa Island Utilities Company, Inc. 2024 Annual Report)

TO AVOID PENALTY AND INTEREST CHARGES, THE REGULATORY ASSESSMENT FEE RETURN MUST BE FILED ON OR BEFORE 3/31/2025

Small Water Utility Regulatory Assessment Fee Return

Florida Public Service Commission

(See Filing Instructions on Back of Form)

STATUS:
x Actual Return
____ Estimated Return
____ Amended Return

PERIOD COVERED:
1/1/2024 TO 12/31/2024

WS249-24-W-0-R
Useppa Island Utility, Inc.
P. O. Box 640
Bokeelia, FL 33922-0640

Please Complete Below If Official Mailing Address Has Changed

FOR PSC USE ONLY
Check # _____
$ _____ 0604001 003001
$ _____ E
$ _____ P 0604001 004010
$ _____ I
Postmark Date _____
Initials of Preparer _____

(Name of Utility)	(Address)	(City/State)	(Zip)

Florida Public Service Commission Certificate	#	#	#
WATER OPERATING REVENUES			
1. Unmetered Water Revenues (460)	$ 87,909.12	$	$
MEASURED WATER REVENUES			
2. Residential Revenues (461.1)	62,537.31		
3. Commercial Revenues (461.2)			
4. Industrial Revenues (461.3)			
5. Revenues from Public Authorities (461.4)			
6. Multiple Family Dwelling Revenues (461.5)			
7. **TOTAL METERED SALES**	$ 150,446.43	$	$
FIRE PROTECTION REVENUES			
8. Public Fire Protection (462.1)	762.60		
9. Private Fire Protection (462.2)	762.60		
10. **TOTAL FIRE PROTECTION REVENUE**	$ 1,525.20	$	$
11. Other Sales to Public Authorities (464)			
12. Sales to Irrigation Customers (465)			
13. SALES FOR RESALE (466)			
14. Interdepartmental Sales (467)			
15. **TOTAL WATER SALES** *(Lines 1+7+10+11+12+13+14)*	$ 151,971.63	$	$
OTHER WATER REVENUES			
16. Guaranteed Revenues (Include Revenues from A.F.P.I. Charges) (469)			
17. Forfeited Discounts (470)			
18. Miscellaneous Service Revenues (471)			
19. Rents From Water Property (472)			
20. Interdepartmental Rents (473)			
21. Other Water Revenues (474) Describe:			
Describe:			
22. **TOTAL OTHER WATER REVENUES** *(Lines 16+17+18+19+20+21)*	$	$	$
23. **TOTAL WATER OPERATING REVENUES** *(Lines 15+22)*[1]	$ 151,971.63	$	$
24. Less: Expense for Purchased Water From FPSC-Regulated Utility	( )	( )	( )
25. NET WATER OPERATING REVENUES (Line 23 Less Line 24)			
26. **REGULATORY ASSESSMENT FEE DUE** – *(Multiply Line 25 by 0.045)* (If more than $25, enter amount. If less, enter $25)[2]		6,838.72	
27. Less: Approved Prior-Period Credit		( )	
28. **NET REGULATORY FEE** *(Line 26 Less Line 27)*		$ 8 72	
29. Penalty for Late Payment		1 025.81	
30. Interest for Late Payment		205.16	
31. Extension Payment Fee *(see "5. Extension" on back)*			
32. **TOTAL AMOUNT DUE** *(Line 28 + 29 + 30)*		$ 069.69	

[1] These amounts must agree with Annual Report Schedule F-3
[2] As provided in Section 350.113, Florida Statutes, the Minimum Annual Fee is $25 (see Item #7 on back)

If service was purchased from a regulated utility, please insert its name: _____

I, the undersigned owner/officer of the above-named vendor, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct I to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in be guilty of a misdemeanor of the second degree.

President 6/25/25
(S) (Title) (Date)

Donald Beckstead
(Please Print Name)

Telephone Number 205-8858 Fax Number 9 791-5541

F.E.I. No. 59-2169020

PSC/AFD 010-WS (02/05)
Rule 25-30.120, F.A.C.

FLORIDA PUBLIC SERVICE COMMISSION

Instructions For Filing Regulatory Assessment Fee Return
(Small Water Utility)

1. **WHO MUST FILE:** Each small regulated utility under the jurisdiction of the Florida Public Service Commission (Commission) for any part of the 12-month period, January 1 through December 31, preceding the due date as reflected in the following paragraph. A small utility is defined as a utility with annual revenues of **less than $200,000** based on the most recent prior calendar year.

2. **WHEN TO FILE:** To avoid payment of penalties and interest, the Regulatory Assessment Fee Return form must be filed or postmarked before March 31 for the report period January 1 through December 31. However, if March 31 falls on a Saturday, Sunday, or holiday, the Regulatory Assessment Fee Return may be filed or postmarked on the next business day, without penalty.

3. **FEES:** Each Commission-regulated utility shall pay the presently established percentage (Line 26) of its gross operating revenues derived from intrastate business. (Gross Operating Revenues are defined as the total revenues before expenses.) To assure an accurate recording of your fee payment, it is most important that you identify each certificate number in the appropriate space.

4. **FAILURE TO FILE BY DUE DATE:** Failure to file a return by the established due date will result in a penalty being added to the amount of fee due, 5% for each 30 days or fraction thereof, not to exceed a total penalty of 25% (Line 29). In addition, interest shall be added in the amount of 1% for each 30 days or fraction thereof, not to exceed a total of 12% per year (Line 30).

5. **EXTENSION:** A utility, for good cause shown in a written request, may be granted up to a 30-day extension. A request must be made by filing the enclosed *Regulatory Assessment Fee Extension Request* form (PSC/AIT 124), two weeks prior to the filing date. If an extension is granted, a charge shall be added to the amount due:

   0.75% of the fee to be remitted for an extension of 15 days or less, *or*
   1.5% of the fee for an extension of 16 to 30 days.

   In lieu of paying the charges outlined above, a utility may file a return and remit payment based upon estimated gross operating revenues by checking the "Estimated Return" space in the top left-hand corner on the reverse side. If such return is filed by the normal due date, the utility shall be granted a 30-day extension period in which to file and remit the actual fee due without paying the above charges, provided the estimated fee payment remitted is at least 90% of the actual fee due for the period.

6. **AUTHORITY:** The authority to collect regulatory assessment fees is granted to the Commission by Section 350.113 and 367.145, Florida Statutes.

7. **REGULATORY ASSESSMENT FEE DUE:** Amounts are due and payable to the Commission by March 31. If there are no revenues *OR* if revenues are insufficient to generate a minimum annual fee, remit the minimum fee. **A Regulatory Assessment** Fee Return must be completed, signed, and filed even if there are no revenues to report or if the minimum amount is due.

8. **FEE ADJUSTMENTS:** Computation errors and/or differences in gross operating revenues reported for regulatory assessment fee purposes and those reported in the annual report may cause adjustments to amounts paid to the Commission. You will be notified as to the amount and reason for any adjustment. Penalty and interest charges may be applicable to additional amounts owed the Commission by reason of the adjustment.

9. **MAILING INSTRUCTIONS:** Please complete this form, make a copy for your files, and return the original in the enclosed preaddressed envelope. Use of this envelope should assure a more accurate and expeditious recording of your payment. However, if you are unable to use the envelope, please address your remittance as follows:

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

   ATTENTION: Fiscal Services

10. **ADDITIONAL ASSISTANCE:** If you need additional information or assistance in preparing your Regulatory Assessment Fee Return, please contact the Division of Accounting & Finance at (850) 413-6900 or at the above-referenced address, changing the Attention Line.

Reconciliation of Revenue to
Regulatory Assessment Fee Revenue
Water Operations
Class C

Company:

For the Year Ended December 31, ___ 2024

(a)	(b)	(c)	(d)
Accounts	**Gross Water Revenues Per Sch. F-3**	**Gross Water Revenues Per RAF Return**	**Difference (b) - (c)**
Gross Revenue:			
Residential	$ 151,972	$ 151,971.63	0.37
Commercial			
Industrial			
Multiple Family			
Guaranteed Revenues			
Other			
Total Water Operating Revenue	$151,972	$151,971.63	0.37
LESS: Expense for Purchased Water from FPSC-Regulated Utility			
Net Water Operating Revenues	$151,972	151971.63	0.37

Explanations:

Instructions:

For the current year, reconcile the gross water revenues reported on Schedule F-3 with the gross water revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).

TO AVOID PENALTY AND INTEREST CHARGES, THE REGULATORY ASSESSMENT FEE RETURN MUST BE FILED ON OR BEFORE 3/31/2025

Small Wastewater Utility Regulatory Assessment Fee Return

STATUS:
X Actual Return
____ Estimated Return
____ Amended Return

PERIOD COVERED:
1/1/2024 TO 12/31/2024

Florida Public Service Commission
(See Filing Instructions on Back of Form)

WS249-24-S-0-R
Useppa Island Utility, Inc.
P. O. Box 640
Bokeelia, FL 33922-0640

Please Complete Below If Official Mailing Address Has Changed

FOR PSC USE ONLY
Check # _____
$ _____ 0604002 000000
$ _____ E
$ _____ P 0604002 000000
$ _____ I
Postmark Date _____
Initials of Preparer _____

(Name of Utility)	(Address)	(City/State)	(Zip)
Florida Public Service Commission Certificate	#	#	#
WASTEWATER OPERATING REVENUES			
FLAT-RATE REVENUES			
1. Residential Revenues (521.1)	$ 99,644.22	$	$
2. Commercial Revenues (521.2)			
3. Industrial Revenues (521.3)			
4. Revenues from Public Authorities (521.4)			
5. Multiple Family Dwelling Revenues (521.5)			
6. Other Revenues (521.6)			
7. **TOTAL FLAT-RATE REVENUES**	$ 99,644.22	$	$
MEASURED REVENUES			
8. Residential Revenues (522.1)	50,296.54		
9. Commercial Revenues (522.2)			
10. Industrial Revenues (522.3)			
11. Revenues from Public Authorities (522.4)			
12. Multiple Family Dwelling Revenues (522.5)			
13. **TOTAL MEASURED REVENUES**	$ 50,296.54	$	$
14. Revenues from Public Authorities (523)			
15. Revenues from Other Systems (524)			
16. Interdepartmental Revenues (525)			
17. **TOTAL OPERATING REVENUES** *(Lines 7+13+14+15+16)*	$ 149,940.76	$	$
OTHER WASTEWATER REVENUES			
18. Guaranteed Revenues (Include Revenues from A.F.P.I. Charges) (530)			
19. Sales of Sludge (531)			
20. Forfeited Discounts (532)			
21. Rents from Wastewater Property (534)			
22. Interdepartmental Rents (535)			
23. Other Wastewater Revenues (536) Describe:			
Describe:			
24. **TOTAL OTHER WASTEWATER REVENUES** *(Lines 18+19+20+21+22+23)*	$ 0	$	$
25. **TOTAL WASTEWATER REVENUES*** *(Lines 17+24)* [1]	$ 149,940.76	$	$
26. Less: Expense for Purchased Wastewater Treatment from FPSC-Regulated Utility	( )	( )	( )
27. **NET WASTEWATER REVENUES** *(Line 25 Less Line 26)*	149,940.76		
28. **REGULATORY ASSESSMENT FEE DUE** – *(Multiply Line 27 by 0.045)* (If more than $25, enter amount. If less, enter $25) [2]		6,747.33	
29. Less: Approved Prior-Period Credit		( )	
30. **NET REGULATORY ASSESSMENT FEE (Line 28 Less Line 29)**		$ 6,747.33	
31. Penalty for Late Payment *(see "4. Failure to File by Due Date" on back)*		1,012.10	
32. Interest for Late Payment *(see "4. Failure to File by Due Date" on back)*		202.42	
33. Extension Payment Fee *(see "5. Extension" on back)*			
34. **TOTAL AMOUNT DUE** *(Line 30+31+32+33)*		$ 7 961 85	

[1] These amounts must agree with Annual Report Schedule F-3
[2] As provided in Section 350.113, Florida Statutes, the minimum Annual Fee is $25; see Item #7 on back)
If service was purchased from a regulated utility, please insert its name: _____

I, the undersigned owner/officer of the above-named vendor, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct statement. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

(Signature of Utility Official)
Donald Beckstead
(Please Print Name)

President
(Title)

6/25/25
(Date)

Telephone Number 9 205-8858

Fax Number (239) 791-5541

F.E.I. No. 59-2169020

PSC/AFD 017-WS (02/05)
Rule 25-30.120, F.A.C.

FLORIDA PUBLIC SERVICE COMMISSION

Instructions For Filing Regulatory Assessment Fee Return
(Small Wastewater Utility)

1. **WHO MUST FILE:** Each small regulated utility under the jurisdiction of the Florida Public Service Commission (Commission) for any part of the 12-month period, January 1 through December 31, preceding the due date as reflected in the following paragraph. A small utility is defined as a utility with annual revenues of **less than $200,000** based on the most recent prior calendar year.

2. **WHEN TO FILE:** To avoid payment of penalties and interest, the Regulatory Assessment Fee Return form must be filed or postmarked before March 31 for the report period January 1 through December 31. However, if March 31 falls on a Saturday, Sunday, or holiday, the Regulatory Assessment Fee Return may be filed or postmarked on the next business day, without penalty.

3. **FEES:** Each Commission-regulated utility shall pay the presently established percentage (Line 28) of its gross operating revenues derived from intrastate business. (Gross Operating Revenues are defined as the total revenues before expenses.) To assure an accurate recording of your fee payment, it is most important that you identify each certificate number in the appropriate space.

4. **FAILURE TO FILE BY DUE DATE:** Failure to file a return by the established due date will result in a penalty being added to the amount of fee due, 5% for each 30 days or fraction thereof, not to exceed a total penalty of 25% (Line 31). In addition, interest shall be added in the amount of 1% for each 30 days or fraction thereof, not to exceed a total of 12% per year (Line 32).

5. **EXTENSION:** A utility, for good cause shown in a written request, may be granted up to a 30 day extension. A request must be made by filing the enclosed *Regulatory Assessment Fee Extension Request* form (PSC/AIT 124), two weeks prior to the filing date. If an extension is granted, a charge shall be added to the amount due:

   0.75% of the fee to be remitted for an extension of 15 days or less, *or*
   1.5% of the fee for an extension of 16 to 30 days.

   In lieu of paying the charges outlined above, a utility may file a return and remit payment based upon estimated gross operating revenues by checking the "Estimated Return" space in the top left-hand corner on the reverse side. If such return is filed by the normal due date, the utility shall be granted a 30-day extension period in which to file and remit the actual fee due without paying the above charges, provided the estimated fee payment remitted is at least 90% of the actual fee due for the period.

6. **AUTHORITY:** The authority to collect regulatory assessment fees is granted to the Commission by Section 350.113 and 367.145, Florida Statutes.

7. **REGULATORY ASSESSMENT FEE DUE:** Amounts are due and payable to the Commission by March 31. If there are no revenues *OR* if revenues are insufficient to generate a minimum annual fee, remit the minimum fee. **A Regulatory Assessment Fee Return must be completed, signed, and filed even if there are no revenues to report or if the minimum amount is due.**

8. **FEE ADJUSTMENTS:** Computation errors and/or differences in gross operating revenues reported for regulatory assessment fee purposes and those reported in the annual report may cause adjustments to amounts paid to the Commission. You will be notified as to the amount and reason for any adjustment. Penalty and interest charges may be applicable to additional amounts owed the Commission by reason of the adjustment.

9. **MAILING INSTRUCTIONS:** Please complete this form, make a copy for your files, and return the original in the enclosed preaddressed envelope. Use of this envelope should assure a more accurate and expeditious recording of your payment. However, if you are unable to use the envelope, please address your remittance as follows:

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

   ATTENTION: Fiscal Services

10. **ADDITIONAL ASSISTANCE:** If you need additional information or assistance in preparing your Regulatory Assessment Fee Return, please contact the Division of Accounting & Finance at (850) 413-6900 or at the above-referenced address, changing the Attention line.

CLASS "C"

WATER AND/OR WASTEWATER UTILITIES

(Gross Revenue of Less Than $200,000 Each)

ANNUAL REPORT

OF

Useppa Island Utility Co Inc

Exact Legal Name of Respondent

WS249-24-W-0-R / WS249-24-S-0-R

Certificate Number(s)

Submitted To The

STATE OF FLORIDA

PUBLIC SERVICE COMMISSION

FOR THE

YEAR ENDED DECEMBER 31, 2024

Form PSC/AFD 006-W (Rev. 12/99)

GENERAL INSTRUCTIONS

1. Prepare this report in conformity with the 1996 National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts for Water and Wastewater Utilities as adopted by Rule 25-30.115 (1), Florida Administrative Code.

2. Interpret all accounting words and phrases in accordance with the Uniform System of Accounts (USOA). Commission Rules and the definitions on next page.

3. Complete each question fully and accurately, even if it has been answered in a previous annual report. Enter the word "None" where it truly and completely states the fact.

4. For any question, section, or page which is not applicable to the respondent enter the words "Not Applicable." Do not omit any pages.

5. Where dates are called for, the month and day should be stated as well as the year.

6. All schedules requiring dollar entries should be rounded to the nearest dollar.

7. Complete this report by means which result in a permanent record. You may use permanent ink or a typewriter. Do not use a pencil.

8. If there is not enough room on any schedule, an additional page or pages may be added provided the format of the added schedule matches the format of the schedule in the report. Additional pages should reference the appropriate schedules, state the name of the utility, and state the year of the report.

9. If it is necessary or desirable to insert additional statements for the purpose of further explanation of schedules, such statements should be made at the bottom of the page or on an additional page. Any additional pages should state the name of the utility and the year of the report, and reference the appropriate schedule.

10. The utility shall file the original and two copies of the report with the Commission at the address below, and keep a copy for itself. Pursuant to Rule 25-30.110 (3), Florida Administrative Code, the utility must submit the report by March 31 for the preceeding year ending December 31.

    Florida Public Service Commission
    Division of Accounting and Finance
    2540 Shumard Oak Boulevard
    Tallahassee, Florida 32399-0850

11. Pursuant to Rule 25-30.110 (7) (a), Florida Administrative Code, any utility that fails to file its annual report or extension on or before March 31, or within the time specified by any extension approved in writing by the Division of Accounting and Finance, shall be subject to a penalty. The penalty shall be based on the number of calendar days elapsed from March 31, or from an approved extended filing date, until the date of filing. The date of filing shall be included in the days elapsed.

ADVANCES FOR CONSTRUCTION - This account shall include advances by or in behalf of customers for construction which are to be refunded either wholly or in part. (USOA)

ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION (AFUDC) - This account shall include concurrent credits for allowance for funds used during construction based upon the net cost of funds used for construction purposes and a reasonable rate upon other funds when so used. Appropriate regulatory approval shall be obtained for "a reasonable rate". (USOA)

AMORTIZATION - The gradual extinguishment of an amount in an account by distributing such amount over a fixed period, over the life of the asset or liability to which it applies, or over the period during which it is anticipated the benefit will be realized. (USOA)

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) - Any amount or item of money, services, or property received by a utility, from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents an addition or transfer to the capital of the utility, and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public. (Section 367.021 (3), Florida Statutes)

CONSTRUCTION WORK IN PROGRESS (CWIP) - This account shall include the cost of water or wastewater plant in process of construction, but not yet ready for services. (USOA)

DEPRECIATION - The loss in service value not restored by current maintenance, incurred in connection with the consumption or prospective retirement of utility plant in the course of service from causes which are known to be in the current operation and against which the utility is not protected by insurance. (Rule 25-30.140 (i), Florida Administrative Code)

EFFLUENT REUSE - The use of wastewater after the treatment process, generally for reuse as irrigation water or for in plant use. (Section 367.021 (6), Florida Statutes)

EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WATER) - (Rule 25-30.515 (8), Florida Administrative Code.)

(a) 350 gallons per day;
(b) The number of gallons a utility demonstrates in the average daily flow for a single family unit; or
(c) The number of gallons which has been approved by the DEP for a single family residential unit.

EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WASTEWATER) - Industry standard of 80% of Water ERC or 280 gallons per day for residential use.

GUARANTEED REVENUE CHARGE - A charge designed to cover the utility's costs including, but not limited to the cost of the operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the utility for facilities, a portion of which may not be used and useful to the utility or its existing customers. (Rule 25-30.515 (9), Florida Administrative Code)

LONG TERM DEBT - All Notes, Conditional Sales Contracts, or other evidences of indebtedness payable more than one year from date of issue. (USOA)

PROPRIETARY CAPITAL (For proprietorships and partnerships only) - The investment of a sole proprietor, or partners, in an unincorporated utility. (USOA)

RETAINED EARNINGS - This account reflects corporate earnings retained in the business. Credits would include net income or accounting adjustments associated with correction of errors attributable to a prior period. Charges to this account would include net losses, accounting adjustments associated with correction of errors attributable to a prior period or dividends. (USOA)

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FINANCIAL SECTION

REPORT OF

Useppaq Island Utility Co Inc
(EXACT NAME OF UTILITY)

PO Box 640, Bokeelia, FL 33922	8115 Main Street, Bokeelia, FL 33922	
Mailing Address	Street Address	County

Telephone Number (239) 283-1061 Date Utility First Organized 3/23/1981

Fax Number (239) 791-5541 E-mail Address accounting@useppa.com

Sunshine State One-Call of Florida, Inc. Member No. 11028

Check the business entity of the utility as filed with the Internal Revenue Service:

☐ Individual ☐ Sub Chapter S Corporation ☒ 1120 Corporation ☐ Partnership

Name, Address and phone where records are located: Useppa Inn & Dock CO LTD
923 Del Prado Blvd, S Suite 104, Cape Coral, FL 33990

Name of subdivisions where services are provided: N/A

CONTACTS:

Name	Title	Principal Business Address	Salary Charged Utility
Person to send correspondence:			
Donald G Beckstead	President/CEO	923 DelPrado Blvd S #104 Cape Coral, FL 33990	
Person who prepared this report:			
James M Manz	Comptroller	923 DelPrado Blvd S #104 Cape Coral, FL 33990	
Officers and Managers:			
			$
			$
			$
			$
			$

Report every corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility:

Name	Percent Ownership in Utility	Principal Business Address	Salary Charged Utility
			$
Useppa Inn & Dock CO LTD	100%	8115 Main Street PO Box 640 Bokeelia, FL 33922	$ 0.00
			$
			$
			$
			$
			$

UTILITY NAME: Useppa Island Utility Co, Inc

YEAR OF REPORT
December 31, 2024

INCOME STATEMENT

Account Name	Ref. Page	Water	Wastewater	Other	Total Company
Gross Revenue:					
Residential		$ 151,972	$ 149,941	$	$ 301,913
Commercial					
Industrial					
Multiple Family					
Guaranteed Revenues					
Other (Specify)					
Total Gross Revenue		$ 151,972	$ 149,941	$	$ 301,913
Operation Expense (Must tie to pages W-3 and S-3)	W-3 S-3	$ 203,971	$ 144,722	$	$ 348,693
Depreciation Expense	F-5	6,350	6,350		12,700
CIAC Amortization Expense	F-8				
Taxes Other Than Income	F-7	30,210	20,906		51,116
Income Taxes	F-7				
Total Operating Expense		$ 240,531	171,978		$ 412,509
Net Operating Income (Loss)		$ -88,559	$ -22,038	$	$ -110,597
Other Income:					
Nonutility Income		$	$	$	$
Other Deductions:					
Miscellaneous Nonutility Expenses		$	$	$	$
Interest Expense		11,500	11,500		23,000
Net Income (Loss)		$ -100,059	$ -33,538	$	$ -133,597

UTILITY NAME: Useppa Island Utilty Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

COMPARATIVE BALANCE SHEET

ACCOUNT NAME	Reference Page	Current Year	Previous Year
Assets:			
Utility Plant in Service (101-105)	F-5,W-1,S-1	$ 2,496,329	$ 2,463,843
Accumulated Depreciation and Amortization (108)	F-5,W-2,S-2	-1,212,303	-1,199,603
Net Utility Plant		$ 1,284,026	$ 1,264,240
Cash		-15,112	-10,809
Customer Accounts Receivable (141)			
Other Assets (Specify):		36,165	32,980
		-15,887	-10,129
Total Assets		$ 1,289,193	$ 1,276,282
Liabilities and Capital:			
Common Stock Issued (201)	F-6	1,000	1,000
Preferred Stock Issued (204)	F-6		
Other Paid in Capital (211)		149,000	149,000
Retained Earnings (215)	F-6	-1,567,910	-1,434,314
Propietary Capital (Proprietary and partnership only) (218)	F-6		
Total Capital		$ -1,417,910	$ -1,284,314
Long Term Debt (224)	F-6	$ 2,620,894	$ 2,455,195
Accounts Payable (231)		3,445	48,542
Notes Payable (232)			
Customer Deposits (235)			
Accrued Taxes (236)		82,764	56,859
Other Liabilities (Specify)			
Advances for Construction			
Contributions in Aid of Construction - Net (271-272)	F-8		
Total Liabilities and Capital		$ 1,289,193	$ 1,276,282

UTILITY NAME Useppa Island Utility Co Inc

YEAR OF REPORT
December 31, 2024

GROSS UTILITY PLANT

Plant Accounts: (101 - 107) inclusive	Water	Wastewater	Plant other Than Reporting Systems	Total
Utility Plant in Service (101)	$ 1,612,640	$ 851,203	$	$ 2,463,843
Construction Work in Progress (105)				
Other (Specify)				
Total Utility Plant	$ 1,640,724	$ 851,203	$	$ 2,496,329

ACCUMULATED DEPRECIATION (A/D) AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Wastewater	Other Than Reporting Systems	Total
Balance First of Year	$ 670,431	$ 529,172	$	$ 1,199,603
Add Credits During Year:				
Accruals charged to depreciation account	$ 6350	$ 6350	$	$ 12700
Salvage				
Other Credits (specify)				
Total Credits	$ 6350	$ 6350	$	$ 12700
Deduct Debits During Year:				
Book cost of plant retired	$	$	$	$
Cost of removal				
Other debits (specify)				
Total Debits	$	$	$	$
Balance End of Year	$ 676781	$ 535522	$	$ 1212303

UTILITY NAME: Useppa Island Utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

CAPITAL STOCK (201 - 204)

	Common Stock	Preferred Stock
Par or stated value per share		
Shares authorized		
Shares issued and outstanding		
Total par value of stock issued		
Dividends declared per share for year		

RETAINED EARNINGS (215)

	Appropriated	Un-Appropriated
Balance first of year	$ 1,434,314	$
Changes during the year (Specify):		
	133,596	
Balance end of year	$ 1,567,910	$

PROPRIETARY CAPITAL (218)

	Proprietor Or Partner	Partner
Balance first of year	$	$
Changes during the year (Specify):		
Balance end of year	$	$

LONG TERM DEBT (224)

Description of Obligation (Including Date of Issue and Date of Maturity):	Interest Rate	Interest # of Pymts	Principal per Balance Sheet Date
Shareholder Notes Payable	10%		$ 2,620,894
Total			$

UTILITY NAME: Useppa Island Utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

TAX EXPENSE

(a)	Water (b)	Wastewater (c)	Other (d)	Total (e)
Income Taxes:				
Federal income tax	$	$	$	$
State income Tax				
Taxes Other Than Income:	20,906	30,210		51,116
State ad valorem tax				
Local property tax				
Regulatory assessment fee				
Other (Specify)				
Total Tax Expense	$ 20,906	$ 30,210	$	$ 51,116

PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES

Report all information concerning outside rate, management, construction, advertising, labor relations, public relations, or other similiar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever amounting to $500 or more.

Name of Recipient	Water Amount	Wastewater Amount	Description of Service
US Water Services	$ 108,423	$	Plant Management
William Gay	$ 7,234	$ 7,234	Plant Contractor
CPR Courier	$ 3,041	$ 3,041	Transportation Service
DRMP	$ 12,784	$	Permitting
Sanders Labs	$ 14,796	$ 5,438	Testing Service
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	

UTILITY NAME: _____

YEAR OF REPORT
DECEMBER 31, 2024

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b)	Wastewater (c)	Total (d)
1) Balance first of year	$ 225870	$ 230187	$ 456057
2) Add credits during year	$	$	$
3) Total	225870	230187	455057
4) Deduct charges during the year			
5) Balance end of year	225870	230187	455057
6) Less Accumulated Amortization	-225670	-230187	-455057
7) Net CIAC	$ 0	$ 0	$ 0

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements from which cash or property was received during the year.	Indicate "Cash" or "Property"	Water	Wastewater
Sub-total		$	$

Report below all capacity charges, main extension charges and customer connection charges received during the year.

Description of Charge	Number of Connections	Charge per Connection	Water	Wastewater
		$	$	$
Total Credits During Year (Must agree with line # 2 above.)			$	$

ACCUMULATED AMORTIZATION OF CIAC (272)

	Water	Wastewater	Total
Balance First of Year	$ 255.67	$ 230.187	$ 455.857
Add Debits During Year:			
Deduct Credits During Year:			
Balance End of Year (Must agree with line #6 above.)	$ 255.670	$ 230.187	$ 455.857

** COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR **

UTILITY NAME: _____

YEAR OF REPORT
DECEMBER 31, 2024

SCHEDULE "A"

SCHEDULE OF COST OF CAPITAL USED FOR AFUDC CALCULATION (1)

Class of Capital (a)	Dollar Amount (b)	Percentage of Capital (c)	Actual Cost Rates (d)	Weighted Cost [c x d] (e)
Common Equity	$ _____	_____ %	%	_____ %
Preferred Stock	_____	_____ %	%	_____ %
Long Term Debt	_____	_____ %	%	_____ %
Customer Deposits	_____	_____ %	%	_____ %
Tax Credits - Zero Cost	_____	_____ %	0.00 %	_____ %
Tax Credits - Weighted Cost	_____	_____ %	%	_____ %
Deferred Income Taxes	_____	_____ %	%	_____ %
Other (Explain)	_____	_____ %	%	_____ %
Total	$ _____	100.00 %		_____ %

(1) Must be calculated using the same methodology used to calculate AFUDC rate approved by the Commission.

APPROVED AFUDC RATE

Current Commission approved AFUDC rate:	_____ %
Commission Order Number approving AFUDC rate:	_____

** COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR **

UTILITY NAME: _____

YEAR OF REPORT	
DECEMBER 31,	2024

SCHEDULE "B"

SCHEDULE OF CAPITAL STRUCTURE ADJUSTMENTS

Class of Capital (a)	Per Book Balance (b)	Non-utility Adjustments (c)	Non-juris. Adjustments (d)	Other (1) Adjustments (e)	Capital Structure Used for AFUDC Calculation (f)
Common Equity	$	$	$	$	$
Preferred Stock					
Long Term Debt					
Customer Deposits					
Tax Credits-Zero Cost					
Tax Credits-Weighted Cost of Capital					
Deferred Income Taxes					
Other (Explain)					
Total	$	$	$	$	$

(1) Explain below all adjustments made in Column (e):

WATER

OPERATING

SECTION

UTILITY NAME: _____

YEAR OF REPORT
DECEMBER 31, 2024

WATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization	$	$	$	$
302	Franchises				
303	Land and Land Rights	1463			1463
304	Structures and Improvements	167782			167782
305	Collecting and Impounding Reservoirs				
306	Lake, River and Other Intakes				
307	Wells and Springs	312338			312338
308	Infiltration Galleries and Tunnels				
309	Supply Mains	2326			2326
310	Power Generation Equipment				
311	Pumping Equipment	177625	7244		184869
320	Water Treatment Equipment	297373			297373
330	Distribution Reservoirs and Standpipes	476064	22250		498314
331	Transmission and Distribution Lines	106027			106027
333	Services	3959			3959
334	Meters and Meter Installations	59415			59415
335	Hydrants				
336	Backflow Prevention Devices				
339	Other Plant and Miscellaneous Equipment	1644			1644
340	Office Furniture and Equipment	825			825
341	Transportation Equipment	800			800
342	Stores Equipment				
343	Tools, Shop and Garage Equipment				
344	Laboratory Equipment	1423			1423
345	Power Operated Equipment	3576			3576
346	Communication Equipment				
347	Miscellaneous Equipment				
348	Other Tangible Plant				
	Total Water Plant	$ 1612640	$ 29494	$	$ 1642134

UTILITY NAME: _____

YEAR OF REPORT
DECEMBER 31, 2024

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
304	Structures and Improvements		%	%	$ 40793	$	$	$ 40793
305	Collecting and Impounding Reservoirs		%	%				
306	Lake, River and Other Intakes		%	%				
307	Wells and Springs		%	%	103720			103720
308	Infiltration Galleries & Tunnels		%	%				
309	Supply Mains		%	%				
310	Power Generating Equipment		%	%				
311	Pumping Equipment		%	%	51065	7244		58309
320	Water Treatment Equipment		%	%	234242	20840		255082
330	Distribution Reservoirs & Standpipes		%	%	71950			71950
331	Trans. & Dist. Mains		%	%	69387			69387
333	Services		%	%	4023			4023
334	Meter & Meter Installations		%	%	58085			58085
335	Hydrants		%	%				
336	Backflow Prevention Devices		%	%				
339	Other Plant and Miscellaneous Equipment		%	%	1775			1775
340	Office Furniture and Equipment		%	%	130			130
341	Transportation Equipment		%	%	886			886
342	Stores Equipment		%	%				
343	Tools, Shop and Garage Equipment		%	%	599			599
344	Laboratory Equipment		%	%	604			604
345	Power Operated Equipment		%	%				
346	Communication Equipment		%	%				
347	Miscellaneous Equipment		%	%				
348	Other Tangible Plant		%	%	33172			33172
	Totals				$ 670431	$ 28084	$	$ 698515 *

* This amount should tie to Sheet F-5.

UTILITY NAME: Useppa Island Utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

WATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
601	Salaries and Wages - Employees	$ 27874.35
603	Salaries and Wages - Officers, Directors, and Majority Stockholders	
604	Employee Pensions and Benefits	
610	Purchased Water	
615	Purchased Power	31772.77
616	Fuel for Power Production	
618	Chemicals	3813.26
620	Materials and Supplies	33209.49
630	Contractual Services:	
	Billing	6429.69
	Professional	12913.9
	Testing	14796
	Other	37423.01
640	Rents	6500
650	Transportation Expense	6613.3
655	Insurance Expense	2888.8
665	Regulatory Commission Expenses (Amortized Rate Case Expense)	4610.05
670	Bad Debt Expense	
675	Miscellaneous Expenses	15126.17
	Total Water Operation And Maintenance Expense	$ 203970.79 *
	* This amount should tie to Sheet F-3.	

WATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers Start of Year (d)	Number of Active Customers End of Year (e)	Total Number of Meter Equivalents (c x e) (f)
Residential Service					
5/8"	D	1.0			
3/4"	D	1.5			
1"	D	2.5			
1 1/2"	D,T	5.0			
General Service					
5/8"	D	1.0			
3/4"	D	1.5			
1"	D	2.5			
1 1/2"	D,T	5.0			
2"	D,C,T	8.0			
3"	D	15.0			
3"	C	16.0			
3"	T	17.5			
Unmetered Customers					
Other (Specify)					
		Total			

** D = Displacement
C = Compound
T = Turbine

UTILITY NAME: Useppa Island Utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

SYSTEM NAME: Water

PUMPING AND PURCHASED WATER STATISTICS

(a)	Water Purchased For Resale (Omit 000's) (b)	Finished Water From Wells (Omit 000's) (c)	Recorded Accounted For Loss Through Line Flushing Etc. (Omit 000's) (d)	Total Water Pumped And Purchased (Omit 000's) [(b)+(c)-(d)] (e)	Water Sold To Customers (Omit 000's) (f)
January	0	1.015	0.009	1.004	0.663
February	0	1.093	0.01	1.083	0.831
March	0	1.217	0.012	1.205	0.792
April	0	1.244	0.012	1.232	0.956
May	0	1.307	0.013	1.294	0.951
June	0	1.026	0.01	1.016	0.758
July	0	1.076	0.01	1.066	0.666
August	0	1.134	0.011	1.123	0.914
September	0	0.881	0.009	0.872	0.67
October	0	0.35	0.004	0.346	0
November	0	0.666	0.007	0.659	0.0674
December	0	1.032	0.01	1.022	0.719
Total for Year	0	12.041	0.117	11.922	8.594

If water is purchased for resale, indicate the following:

Vendor

Point of delivery

If water is sold to other water utilities for redistribution, list names of such utilities below:

MAINS (FEET)

Kind of Pipe (PVC, Cast Iron, Coated Steel, etc.)	Diameter of Pipe	First of Year	Added	Removed or Abandoned	End of Year
PVC	2"	5650'	n/a	n/a	5650'
PVC	3"	1785'	n/a	n/a	1785'
PVC	4"	8955'	n/a	n/a	8955'

UTILITY NAME: Useppa Island Utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

SYSTEM NAME: Water

WELLS AND WELL PUMPS

(a)	(b)	(c)	(d)	(e)
Year Constructed	2003	1989		
Types of Well Construction and Casing	Artesian PVC	Artesian PVC		
Depth of Wells	340'	320'		
Diameters of Wells	6"	6"		
Pump - GPM	90 gpm	90 gpm		
Motor - HP	7.5 hp	7.5 hp		
Motor Type *	Submersible	Submersible		
Yields of Wells in GPD		140,000 gpd		
Auxiliary Power	No	Yes		
* Submersible, centrifugal, etc.				

RESERVOIRS

(a)	(b)	(c)	(d)	(e)
Description (steel, concrete)	Steel	Steel		
Capacity of Tank	100,000 gal	1000 gal		
Ground or Elevated	Ground	Ground		

HIGH SERVICE PUMPING

(a)	(b)	(c)	(d)	(e)
Motors				
Manufacturer	Baldor	Baldor		
Type	Electric	Electric		
Rated Horsepower	10 hp	10 hp		
Pumps				
Manufacturer	Goulds	Goulds		
Type	Centrifugal	Centrifugal		
Capacity in GPM	140 gpm	140 gpm		
Average Number of Hours Operated Per Day	2.15 hrs	1.94 hrs		
Auxiliary Power	Yes	Yes		

UTILITY NAME: Useppa Island Utility co Inc

YEAR OF REPORT
DECEMBER 31, 2024

SOURCE OF SUPPLY

List for each source of supply (Ground, Surface, Purchased Water etc.)			
Permitted Gals. per day	97,500 gpd		
Type of Source	Ground Water		

WATER TREATMENT FACILITIES

List for each Water Treatment Facility:			
Type	Reverse Osmosis		
Make	Hydro Pro		
Permitted Capacity (GPD)	63,000 gpd		
High service pumping			
Gallons per minute	140x2= 280 gpm		
Reverse Osmosis	Yes		
Lime Treatment			
Unit Rating			
Filtration			
Pressure Sq. Ft.			
Gravity GPD/Sq.Ft.			
Disinfection			
Chlorinator	Stenner Pump		
Ozone			
Other			
Auxiliary Power	Yes		

UTILITY NAME:___ Useppa Island utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

SYSTEM NAME:_____ Water

GENERAL WATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present ERC's * the system can efficiently serve. _____

ich can be served. _____ 8.595/155/365= .152 ERC

3. Present system connection capacity (in ERCs *) using existing lines. _____ 0.152

4. Future connection capacity (in ERCs *) upon service area buildout. _____ 0

5. Estimated annual increase in ERCs *. ___ 0

6. Is the utility required to have fire flow capacity? _____ No
   If so, how much capacity is required? _____

7. Attach a description of the fire fighting facilities.

8. Describe any plans and estimated completion dates for any enlargements or improvements of this system.
   CY2025 Completion of additional 50,000 gallon water storage tank
   _____
   _____

9. When did the company last file a capacity analysis report with the DEP? __ Jun-24

10. If the present system does not meet the requirements of DEP rules, submit the following:

    a. Attach a description of the plant upgrade necessary to meet the DEP rules.

    b. Have these plans been approved by DEP? _____

    c. When will construction begin? _____

    d. Attach plans for funding the required upgrading.

    e. Is this system under any Consent Order with DEP? _ No

11. Department of Environmental Protection ID # _____ 45884-003-UC150

12. Water Management District Consumptive Use Permit # FL00362181/FLA

    a. Is the system in compliance with the requirements of the CUP? _____ Yes

    b. If not, what are the utility's plans to gain compliance? _____
    _____
    _____

* An ERC is determined based on one of the following methods:
(a) If actual flow data are available from the proceding 12 months:
Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.

(b) If no historical flow data are available use:
ERC = (Total SFR gallons sold (omit 000/365 days/350 gallons per day).

WASTEWATER

OPERATING

SECTION

UTILITY NAME: Useppa Island Utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

WASTEWATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization	$	$	$	$
352	Franchises				
353	Land and Land Rights	3487			3487
354	Structures and Improvements	363355			363355
355	Power Generation Equipment	48930			48930
360	Collection Sewers - Force	190755			190755
361	Collection Sewers - Gravity	377			377
362	Special Collecting Structures				
363	Services to Customers				
364	Flow Measuring Devices	888			888
365	Flow Measuring Installations				
370	Receiving Wells	122164			122164
371	Pumping Equipment				
380	Treatment and Disposal Equipment				
381	Plant Sewers	96570			96570
382	Outfall Sewer Lines				
389	Other Plant and Miscellaneous Equipment	23357			23357
390	Office Furniture and Equipment	120			120
391	Transportation Equipment	1200			1200
392	Stores Equipment				
393	Tools, Shop and Garage Equipment				
394	Laboratory Equipment				
395	Power Operated Equipment				
396	Communication Equipment				
397	Miscellaneous Equipment				
398	Other Tangible Plant				
	Total Wastewater Plant	$ 851203	$	$	$ 851203 *

* This amount should tie to sheet F-5.

UTILITY NAME: Useppa Island Utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
354	Structures and Improvements		%	%	$ 244060	$	$	$ 244060
355	Power Generation Equipment		%	%	12357			12357
360	Collection Sewers - Force		%	%	138068			138068
361	Collection Sewers - Gravity		%	%	272			272
362	Special Collecting Structures		%	%				
363	Services to Customers		%	%				
364	Flow Measuring Devices		%	%	972			972
365	Flow Measuring Installations		%	%				
370	Receiving Wells		%	%	81798			81798
371	Pumping Equipment		%	%				
380	Treatment and Disposal Equipment		%	%	56354			56354
381	Plant Sewers		%	%				
382	Outfall Sewer Lines		%	%				
389	Other Plant and Miscellaneous Equipment		%	%	11363			11363
390	Office Furniture and Equipment		%	%	132			132
391	Transportation Equipment		%	%	1153			1153
392	Stores Equipment		%	%				
393	Tools, Shop and Garage Equipment		%	%				
394	Laboratory Equipment		%	%				
395	Power Operated Equipment		%	%				
396	Communication Equipment		%	%				
397	Miscellaneous Equipment		%	%				
398	Other Tangible Plant		%	%	-17357			-17357
	Totals				$ 529172	$	$	$ 529172 *

* This amount should tie to Sheet F-5.

UTILITY NAME:___ Useppa Island Utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

WASTEWATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
701	Salaries and Wages - Employees	$ 27874.31
703	Salaries and Wages - Officers, Directors, and Majority Stockholders	
704	Employee Pensions and Benefits	
710	Purchased Wastewater Treatment	12862.68
711	Sludge Removal Expense	
715	Purchased Power	
716	Fuel for Power Production	
718	Chemicals	2919.65
720	Materials and Supplies	12291.61
730	Contractual Services:	
	Billing	6429.69
	Professional	13463.36
	Testing	5438
	Other	36960.03
740	Rents	6500
750	Transportation Expense	1550
755	Insurance Expense	2868.7
765	Regulatory Commission Expenses (Amortized Rate Case Expense)	3795.1
770	Bad Debt Expense	45
775	Miscellaneous Expenses	11724.23
	Total Wastewater Operation And Maintenance Expense	$ 144722.36 *

* This amount should tie to Sheet F-3.

WASTEWATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers Start of Year (d)	Number of Active Customers End of Year (e)	Total Number of Meter Equivalents (c x e) (f)
Residential Service					
All meter sizes	D	1.0	127	128	128
General Service					
5/8"	D	1.0	7	6	6
3/4"	D	1.5			
1"	D	2.5	1	0	0
1 1/2"	D,T	5.0	1	0	0
2"	D,C,T	8.0	1	1	8
3"	D	15.0			
3"	C	16.0			
3"	T	17.5			
Unmetered Customers					
Other (Specify)					
		Total	137	135	142

** D = Displacement
C = Compound
T = Turbine

UTILITY NAME:_____ Useppa Island Utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

PUMPING EQUIPMENT

Lift Station Number	1thru23	24thru26				
Make or Type and nameplate data on pump	Goulds WS0511B	Liberty LGH022M3				
Year installed	1987	2022				
Rated capacity	122gpm					
Size	1/2hp	2.5hp				
Power:						
Electric	Yes	Yes				
Mechanical	No	No				
Nameplate data of motor						

SERVICE CONNECTIONS

Size (inches)	4"					
Type (PVC, VCP, etc.)	PVC					
Average length	60'					
Number of active service connections	135					
Beginning of year	137					
Added during year	0					
Retired during year	2					
End of year	135					
Give full particulars concerning inactive connections						
Hurricane damaged, demo building						

COLLECTING AND FORCE MAINS

	Collecting Mains				Force Mains			
Size (inches)	6"	4"			2"	4"	6"	
Type of main	PVC	PVC			PVC	PVC	PVC	
Length of main (nearest foot)	Unk	Unk			1400'	Unk	Unk	
Begining of year	Unk	Unk			1400'	Unk	Unk	
Added during year	0	0			0	0	0	
Retired during year	0	0			0	0	0	
End of year	Unk	Unk			1400'	Unk	Unk	

MANHOLES

Size (inches)	60"			
Type of Manhole	Concrete			
Number of Manholes:				
Beginning of year	2			
Added during year	0			
Retired during year	0			
End of Year	2			

UTILITY NAME: Useppa Island Utility Co Inc

SYSTEM NAME: Wastewater

YEAR OF REPORT
DECEMBE 31, 2024

TREATMENT PLANT

Manufacturer	Davco	McNeil	
Type	Extended Air	Extended Air	
"Steel" or "Concrete"	Concrete	Concrete	
Total Permitted Capacity		45,000 gpd	
Average Daily Flow		12,548 gpd	
Method of Effluent Disposal	(2) Percolation Ponds		
Permitted Capacity of Disposal	20,000 gpd		
Total Gallons of Wastewater treated			

MASTER LIFT STATION PUMPS

Manufacturer	Goulds					
Capacity (GPM's)	60 gpm					
Motor:						
Manufacturer	Goulds					
Horsepower	1/2 hp					
Power (Electric or Mechanical)	Elecetric					

PUMPING WASTEWATER STATISTICS

Months	Gallons of Treated Wastewater	Effluent Reuse Gallons to Customers	Effluent Gallons Disposed of on site
January	434,000	0	434,000
February	346,000	0	346,000
March	392,000	0	392,000
April	382,000	0	382,000
May	383,000	0	383,000
June	346,000	0	346,000
July	434,000	0	434,000
August	631,000	0	631,000
September	510,000	0	510,000
October	151,000	0	151,000
November	342,000	0	342,000
December	229,000	0	229,000
Total for year	4,580,000	0	4,580,000

If Wastewater Treatment is purchased, indicate the vendor: None

UTILITY NAME: Useppa Island Utility Co Inc

YEAR OF REPORT
DECEMBER 31, 2024

SYSTEM NAME:_____ Wastewater

GENERAL WASTEWATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present number of ERCs* now being served. ____ 4580/365/280= .044
2. Maximum number of ERCs* which can be served. _____
3. Present system connection capacity (in ERCs*) using existing lines. _____
4. Future connection capacity (in ERCs*) upon service area buildout. _____
5. Estimated annual increase in ERCs*. _____ 0
6. Describe any plans and estimated completion dates for any enlargements or improvements of this system
   None
7. If the utility uses reuse as a means of effluent disposal, provide a list of the reuse end users and the amount of reuse provided to each, if known.
8. If the utility does not engage in reuse, has a reuse feasibility study been completed? NO

   If so, when? _____
9. Has the utility been required by the DEP or water management district to implement reuse? No

   If so, what are the utility's plans to comply with this requirement? _____
10. When did the company last file a capacity analysis report with the DEP? _____ June 24
11. If the present system does not meet the requirements of DEP rules, submit the following:
    a. Attach a description of the plant upgrade necessary to meet the DEP rules.
    b. Have these plans been approved by DEP? _____
    c. When will construction begin? _____
    d. Attach plans for funding the required upgrading.
    e. Is this system under any Consent Order with DEP? _____
12. Department of Environmental Protection ID # ____ FLA014494

* An ERC is determined based on one of the following methods:
(a) If actual flow data are available from the proceding 12 months:
Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.

(b) If no historical flow data are available use:
ERC = (Total SFR gallons sold (omit 000/365 days/280 gallons per day).

UTILITY NAME: Useppa Utility Co.

YEAR OF REPORT
DECEMBER 31, 2024

CERTIFICATION OF ANNUAL REPORT

I HEREBY CERTIFY, to the best of my knowledge and belief:

YES	NO		
X		1.	The utility is in substantial compliance with the Uniform System of Accounts prescribed by the Florida Public Service Commission in Rule 25-30.115 (1), Florida Administrative Code.
X		2.	The utility is in substantial compliance with all applicable rules and orders of the Florida Public Service Commission.
X		3.	There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statement of the utility.
X		4.	The annual report fairly represents the financial condition and results of operations of the respondent for the period presented and other information and statements presented in the report as to the business affairs of the respondent are true, correct, and complete for the period for which it represents.

Items Certified

1.	2.	3.	4.	
X	X	X	X	(signature of chief executive officer of the utility) *

Date: _____

1.	2.	3.	4.	
X	X	X	X	(signature of chief financial officer of the utility) *

Date: 10/25/25

* Each of the four items must be certified YES or NO. Each item need not be certified by both officers. The items being certified by the officer should be indicated in the appropriate area to the left of the signature.

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

EXHIBIT Q

(Useppa Island Utilities Company, Inc. August 2025 Balance Sheet)

Useppa Island Utility Company, Inc
Detailed Balance Sheet - August, 2025

	Year To Date	alance at last Year End
ASSETS		
CURRENT ASSETS		
Cash - Centennial Bank	(17,457)	(23,956)
Customer Accounts Receivable	33,925	35,715
Prepaid Insurance	(15,887)	(14,735)
TOTAL CURRENT ASSETS	581	(2,976)
PROPERTY PLANT & EQUIPMENT		
Utility Plant in Service	1,105,192	1,101,207
Property Held for Future Use	0	0
Utility Investments	51,048	51,048
Structures and Improvements	60,575	60,575
Wells & Springs	209,105	209,105
Supply Mains	2,326	2,326
Pumping Equipment	104,236	104,236
Water Treatment Equipment	62,266	62,266
Distribution Reservoirs & Standpip	255,082	255,082
Transmission & Distribution Mains	377,622	377,622
Meters & Meter Installation	7,378	7,378
Other Plant & Misc Equipment	845	845
Office Furniture & Equipment	(358)	(358)
Tools, Shop & Garage Equipment	3,206	3,206
Lab Equipment	583	583
Power Generation Equipment	27,761	27,761
Collection Sewers - Force	(4,473)	(4,473)
Flow Measuring Devices	888	888
Receiving Wells	9,607	9,607
Treatment & Disposal Equipment	212,373	212,373
Other Plant & Misc Equipment	12,418	12,418
Office Furniture & Equipment	(358)	(358)
TOTAL	2,497,322	2,493,337
Accum Depr/Amort of Utility Plant	(1,212,303)	(1,209,763)
TOTAL PROPERTY PLANT & EQUIPMENT	1,285,019	1,283,574
TOTAL ASSETS	1,285,600	1,280,598
LIABILITIES & EQUITY		
CURRENT LIABILITIES		

Useppa Island Utility Company, Inc
Detailed Balance Sheet - August, 2025

	Year To Date	alance at last Year End
Accounts Payable	36,916	4,859
Notes Payable - Stockholders	2,538,538	2,548,502
Accrued Taxes	82,764	79,264
TOTAL CURRENT LIABILITIES	2,658,217	2,632,625
LONG TERM LIABILITIES		
Long Term Debt	455,857	455,857
Contributions - Aid of Constructio	(455,857)	(455,857)
TOTAL LONG TERM LIABILITIES	0	0
TOTAL LIABILITIES	2,658,217	2,632,625
EQUITY		
Common Stock Issued	1,000	1,000
Other Paid-In Capital	149,000	149,000
Retained Earnings	(353,631)	(333,041)
Retained Deficet	(1,168,986)	(1,168,986)
TOTAL EQUITY	(1,372,617)	(1,352,026)
TOTAL LIABILITIES & EQUITY	1,285,600	1,280,598

EXHIBIT R
(Proposed Notice)

NOTICE OF APPLICATION FOR AUTHORITY TO TRANSFER WATER AND WASTEWATER CERTIFICATES OF AUTHORIZATION AND FACILITIES TO ANOTHER REGULATED UTILITY

DOCKET NO. _____

APPLICATION FOR TRANSFER OF WATER AND WASTEWATER SYSTEMS OF USEPPA ISLAND UTILITIES COMPANY, INC. WATER CERTIFICATE NO. WS249-24-0-W-0-R AND WASTEWATER CERTIFICATE NO. WS-249-23-S-0-R TO UIP UTILITIES COMPANY LLC IN LEE COUNTY, FLORIDA

DATE OF CUSTOMER NOTICE: ____/____/_____

Notice is hereby given that UIP Utilities Company LLC has filed an Application for Authorization to transfer the Certificates of Authorization and facilities composing the water and wastewater systems of Useppa Island Utilities Company, Inc. in Lee County, Florida, pursuant to Section 360.071, Florida Statutes, and Florida Administrative Code Rule 25-30.037.

UIP Utilities Company LLC is not requesting a change to rates, classifications, charges, or rules and regulations in connection with this proceeding. Therefore, your current rates will not be affected by this transfer. The Useppa Island Utilities Company, Inc. water and wastewater systems provide service the following described service territory in Lee County, Florida, commonly known as Useppa Island:

Township 44 South, Range 21 East, Section 9

For more information concerning this notice, please contact UIP Utilities Company LLC at the following address:

UIP Utilities Company, LLC
9132 Strada Place, Third Floor
Naples, Florida 34108
Telephone: (239) 283-1061
Fax: (239) 791-5541
Email: service@useppa.com

Any objection to the application must be filed with the Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850 no later than thirty (30) days after the last date that the notice was mailed or published, whichever is later.