

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: North Charlotte Waterworks, Inc., Application )  
For Approval of Transfer of Sun River Utilities, Inc. )  
in Charlotte and DeSoto Counties, Florida )

Docket No. \_\_\_\_\_  
Filed: March 10, 2016

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COMMISSION CLERK

**NORTH CHARLOTTE WATERWORKS, INC.  
APPLICATION FOR APPROVAL OF TRANSFER  
OF SUN RIVER UTILITIES, INC. WATER AND WASTEWATER SYSTEMS  
IN CHARLOTTE AND DESOTO COUNTIES, FLORIDA**

North Charlotte Waterworks, Inc. ("North Charlotte" or "Buyer"), by and through its undersigned representative, and pursuant to Sections 367.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code, hereby files this Application for approval of the transfer of the Water and Wastewater Systems of Sun River Utilities, Inc. ("Seller") Certificate Nos. 611-W and No. 527-S. In support of this Application, North Charlotte states as follows:

**APPLICANT INFORMATION**

1. The name and address of the Buyer for purposes of this Application, and as it should appear on North Charlotte Waterworks, Inc. Commission-issued water certificate are:

Gary A. Deremer, President  
North Charlotte Waterworks, Inc.  
4939 Cross Bayou Blvd.  
New Port Richey, Florida, 34652  
Tel: (727) 848 8292  
Fax: (727) 848 7701

2. The name and address of North Charlotte Waterworks, Inc.'s authorized representatives are:

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check:



Representative's Name and Title:

Gary A. Deremer, President  
North Charlotte Waterworks, Inc.  
4939 Cross Bayou Blvd.  
New Port Richey, Florida, 34652

Troy Rendell, Manager of Regulated Utilities  
North Charlotte Waterworks, Inc.  
4939 Cross Bayou Blvd.  
New Port Richey, Florida, 34652  
727-848-8292

3. The Seller's representatives for purposes of this Application are:

Lara Hechtkopf  
Sun River Utilities, Inc.  
5195 NW 77 Ave  
Miami, FL 33166  
(305) 436-9838

4. The shareholders via Sun River Utilities, Inc. have been issued FPSC Certificate Nos. 646 W and No. 554-S by Order No. PSC-09-0609-FOF-WS, issued September 8, 2009 in Docket No. 080272-WS.

5. Attached hereto is North Charlotte's Application for Approval of Purchase of the Seller's system in Charlotte and DeSoto Counties, Florida (the "Application"). The attached Application includes all of the information required by Rule 25-30.037, Florida Administrative Code.

6. Sun River Utilities, Inc. filed a Notice of Abandonment on December 10, 2015. Docket No. 150264-WS was established to process the abandonment. Subsequently, North Charlotte entered into an Asset Purchase Agreement (APA) with Sun River Utilities, Inc. on January 22, 2016. (Exhibit A) The closing of the sales transaction took place on February 5,

2016. (Exhibit B) Subsequently, Sun River Utilities filed a Rescission of Notice of Abandonment on February 5, 2016.

7. The 2012, 2013 and 2014 Annual Reports of Sun River Utilities, Inc. indicate that the utility has experienced significant net operating losses of (\$76,009), (\$57,299) and (\$55,887), respectively. Due to the financial situation of the utility, North Charlotte anticipates filing for a Staff Assisted Rate Case (SARC) subsequent to the filing of the transfer application. The last SARC for this utility was in 2006 in Docket No. 050587-WS. Thus this utility has not had a rate case in ten (10) years.

8. North Charlotte has had difficulty obtaining the required long term lease of the land as required by Rule No. 25-30.037(2)(s), Florida Administrative Code. North Charlotte has attempted numerous times to contact the Lessor to discuss the importance and necessity of a long term lease or easement of the land. To date, these contacts have not been responded to by the landowner. North Charlotte will continue to pursue this issue. However, due to the abandonment filed by Sun River and the necessity to move forward with the purchase, North Charlotte had no alternative then to proceed with the closing. North Charlotte respectfully requests the assistance of the Public Service Commission on this issue.

9. In addition, due to the noticing requirement of the newly adopted Rule No. 25.030(5)(b), FAC, North Charlotte was required to send notices to approximately 1,900 property owners within the utility's existing territory. Due to the significantly large service territory and the vacant properties contain there within, numerous property owners were mailed notices. North Charlotte took every effort to comply with this new requirement. This created a significant administrative burden to the buyer at a significant cost. North Charlotte intends to

request recovery of this significant noticing requirement in its SARC it intends to file in the near future. North Charlotte acknowledges that this is a relatively unique event due to the size of the service territory with no immediate plans to provide service to these areas. The current number of existing customers is fifty-five (55).

10. North Charlotte is a Florida corporation authorized to do business in Florida as of January 11, 2016.

11. Attached hereto is North Charlotte's application for transfer of the Water and Wastewater Systems of Sun River Utilities, Inc.

12. In addition, North Charlotte requests the approval of a Credit Card Convenience Fee consistent with the other regulated utilities owned by the shareholders. The fee requested is consistent with the following Orders:

PSC-15-0178-TRF-WS	PSC-15-0179-TRF-WS	PSC-15-0180-TRF-WS
PSC-15-0181-TRF-WS	PSC-15-0182-TRF-WS	PSC-15-0183-TRF-WU
PSC-15-0184-TRF-WS	PSC-15-0185-TRF-WU	PSC-15-0186-TRF-WU
PSC-15-0187-TRF-WU	PSC-15-0188-TRF-WU	PSC-15-0189-TRF-WS
PSC-15-0180-TRF-WU		

The same support documentation applies for this request since the same services are being provided consistent with the related utility companies.

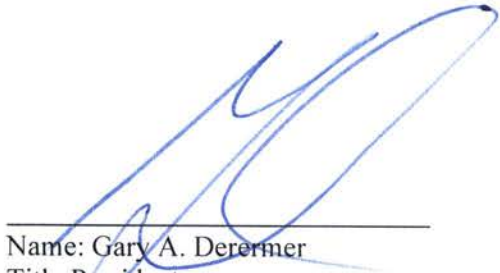
13. In addition, North Charlotte requests approval of a Late Payment Charge and Non Sufficient Funds (NSF) Charge consistent with the other regulated utilities owned by the

shareholders. The request is consistent with the request approved by this Commission in Docket No. 150260-WS by Order No. PSC-16-0084-TRF-WS, issued February 22, 2016.

WHEREFORE, Utility Company requests that this Commission:

- A. Grant North Charlotte Waterworks, Inc.'s Application;
- B. Approve the transfer of the Water and Wastewater Systems owned by Sun River Utilities, Inc. to North Charlotte Waterworks, Inc. as described herein and in the attached application and,
- C. Grant such other relief as appropriate.

Respectfully submitted this 7<sup>th</sup> day of March 2016.



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Name: Gary A. Deromer  
Title: President  
North Charlotte Waterworks, Inc.  
4939 Cross Bayou Blvd.  
New Port Richey, FL 34652

**FLORIDA PUBLIC SERVICE COMMISSION**

**INSTRUCTIONS FOR COMPLETING EXAMPLE  
APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES  
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and  
Rule 25-30.037(2), Florida Administrative Code)**

**General Information**

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.037(2), Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

**Instructions**

1. Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.
2. Fill out the attached application form completely and accurately.
3. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
4. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.
5. Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.
6. The completed application, attached exhibits, and the proper filing fee should be mailed to:

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

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

**(Pursuant to Section 367.071, Florida Statutes, and  
Rule 25-30.037(2), Florida Administrative Code)**

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

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

The undersigned hereby makes application for the transfer of facilities and transfer  or cancellation  of Water Certificate No. 611-W and/or Wastewater Certificate No. 527-S and amendment of Water Certificate No. \_\_\_\_\_ and/or Wastewater Certificate No. \_\_\_\_\_ in \_\_\_\_\_ County, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

- A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone number, and if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

North Charlotte Waterworks, Inc.  
Utility Name

4939 Cross Bayou Blvd.  
Office Street Address

<u>New Port Richey</u>	<u>FL</u>	<u>34652</u>
City	State	Zip Code

Same  
Mailing Address (if different from Street Address)

_____	_____	_____
City	State	Zip Code

(727) 848-8292 (727) 848-7701  
Phone Number Fax Number

81-1143504  
Federal Employer Identification Number

trendell@uswatercorp.net  
E-Mail Address

www.mywaterservice.com  
Website Address

611-W 527-S  
Water Certificate No. Wastewater Certificate No.

- B) The contact information of the seller's authorized representative to contact concerning this application:

Lara Hechtkopp  
Name

5195 Nw 77 Ave  
Mailing Address

Miami FL 33166  
City State Zip Code

(305) 436-9838 (305) 463-9881  
Phone Number Fax Number

lara.hechtkopf@obppartners.com  
E-Mail Address

- C) Contact Information for Buyer. The buyer's name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

North Charlotte Waterworks, Inc.  
Buyer's Name



4939 Cross Bayou Blvd.

Office Street Address

New Port Richey

FL

32652

City

State

Zip Code

Same

Mailing Address (if different from Street Address)

City

State

Zip Code

(727) 848-8292

(727) 848-7701

Phone Number

Fax Number

81-1143504

Federal Employer Identification Number

trendell@uswatercorp.net

E-Mail Address

North Charlotte Waterworks, Inc.

New Utility Name

- D) The contact information of the buyer's authorized representative to contact concerning this application:

Troy Rendell, Manager of Regulated Utilities

Name

Same as above

Mailing Address

City

State

Zip Code

(727) 848-8292

(727) 848-7701

Phone Number

Fax Number

trendell@uswatercorp.net

E-Mail Address

- E) The name, address, telephone number, and if available, e-mail address and fax number of the person in possession of the books and records when the application is filed.

Troy Rendell  
Name

Same as above.  
Mailing Address

City State Zip Code

( ) - ( ) -  
Phone Number Fax Number

same as above  
E-Mail Address

F) Indicate the nature of the utility's/buyer's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility's/buyer's business name and registration/document number for the business, unless operating as a sole proprietor.

Corporation P16000004115  
Number

Limited Liability Company  
Number

Partnership  
Number

Limited Partnership  
Number

Limited Liability Partnership  
Number

Sole Proprietorship

Association

Other (Specify)

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

Fictitious Name (d/b/a) \_\_\_\_\_  
Registration Number

G) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (Use additional sheet if necessary).

Gary Deremer - 51%; Cecil Delcher - 26%; Aaron Voss - 7%; Ed Mitchell - 5%

H) Provide the date and state of incorporation or organization of the buyer.  
January 11, 2016 - State of Florida

**PART II**

**TRANSFER OF CERTIFICATE**

**A) DESCRIPTION OF SALE AGREEMENT**

1) Exhibit A - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

2) Exhibit B - Provide the following documentation of the terms of the transfer:

a) The date the closing occurred or will occur.

February 5, 2016

b) The purchase price and terms of payment.

\$20,000 cash purchase

c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

- d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

Not Applicable.

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- e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

Buyer is purchasing the Accounts Receivable of the Seller. There were no customer deposits. Buyer assumes the land lease. There are no developer agreements or customer advances. Buyer does not assume any debt.

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- f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

Buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

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- g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

Buyer is obtaining the books and records of the seller, including all supporting documentation.

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- h) A statement that the utility's books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

Buyer will maintain its books and records using the NARUC USOA.

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- i) A statement that the utility's books and records will be maintained at the utility's office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility's office(s), the statement should include the location where the utility intends to maintain the books and records.

The books and records will be maintained at the utility's office in New Port Richey, FL. See address above.

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**B) FINANCIAL ABILITY**

- 1) Exhibit C - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.
- 2) Exhibit C - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

See Exhibit C - financial statements will be provided under separate cover letter requesting confidential treatment.

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**C) TECHNICAL ABILITY**

- 1) Exhibit D - Provide the buyer's experience in the water or wastewater industry.  
See Exhibit D  

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- 2) Exhibit D - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

**D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES**

- 1) Exhibit E - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.
- 2) Exhibit F - Provide a statement explaining why the transfer is in the public interest.  
See Exhibit F  

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- 3) Exhibit G - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.  
See Exhibit G  

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- 4) Exhibit H - Provide documentation of the utility's right to continued long-term use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded long-term lease, such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the transfer.
- 5) Exhibit I - Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.
- 6) Exhibit J - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.

- 7) Exhibit K - Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.
- 8) Exhibit L - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

**E) PROPOSED TARIFF**

Exhibit M - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.037, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

**F) ACCOUNTING INFORMATION**

- 1) Exhibit N - Provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

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- 2) Exhibit O - Provide a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

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- 3) Exhibit P - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

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- 4) Exhibit Q - If the buyer currently owns other water or wastewater utilities that are regulated by this Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities.

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**G) NOTICING REQUIREMENTS**

Exhibit - R - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

**PART III**

**SIGNATURE**

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:



Applicant's Signature

Applicant's Name (Printed)

Applicant's Title

Date



**North Charlotte Waterworks, Inc.**  
**Filing Fee Pursuant to Rule 25-30.020, Florida Administrative**  
**Code**

**Water**

Permitted Capacity: 60,000 gallons  
350 gpd per ERC: 350 gpd  
Number of ERCs 171.43 ERCs

Filing Fee: \$750

**Wastewater:**

Permitted Capacity: 15,000 gallons  
280 gpd per ERC: 280 gpd  
Number of ERCs 53.57 ERCs

Filing Fee: \$750

**EXHIBIT A**  
**Rule 25-30.037 (2)(i)**

**A copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval**

A copy of the Asset Purchase Agreement, including attachments, by and between Sun River Utilities, Inc. and North Charlotte Waterworks, Inc. executed on January 22, 2016 is attached hereto.

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (the “**Agreement**”), dated as of the 22<sup>nd</sup> day of January 2016, by and between **Sun River Utilities, Inc.** with an address of 5195 NW 77<sup>th</sup> Avenue, Miami, Florida 33166 (“**Seller**”), and **North Charlotte Waterworks, Inc.**, a Florida corporation with an address of 4939 Cross Bayou Blvd., New Port Richey, FL 34652 (“**Buyer**”), with reference to the following RECITALS:

### RECITALS

A. Seller owns, maintains and operates: a) a water production and distribution system and; b) a wastewater collection and treatment system called Sun River Utilities located at 1601 Hunter Creek Dr., Punta Gorda, FL 33982 (collectively the “**System**”) that provide water and wastewater service to residents within Charlotte County, Florida (the “**Service Area**”).

B. Buyer is a public utility that furnishes water and wastewater service to the public in various portions of the State of Florida.

C. Seller desires to sell, and Buyer desires to purchase the properties and rights of Seller owned and used in connection with its System, all upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. SALE AND PURCHASE OF THE SELLER’S WATER AND WASTEWATER SYSTEM ASSETS

Subject to the terms and conditions hereinafter set forth, Buyer shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to Buyer at Closing (hereinafter defined), all of the System assets, properties and rights of Seller (whether tangible or intangible, real, personal or mixed) which are held, used or useful in connection with the production, treatment, distribution or collection of water and wastewater within the Service Area (the “**Assets**”).

The Assets are being sold in “As Is” condition and Seller makes no representations, covenants or warranties with respect to the condition of the Assets, except that the Assets are being sold free and clear of all mortgages, liens, pledges, security interest, charges, taxes, claims, restrictions and encumbrances of any nature whatsoever. This paragraph shall be construed in a manner that does not limit any other representations or warranties provided by Seller within this Agreement.

#### 1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include the specific assets, properties and rights of Seller set forth on Schedule 1.1, and the following:

- (a) all buildings, pipes, pipelines, wells, treatment equipment and facilities, pumping stations, storage tanks and facilities, standpipes, fire hydrants, wastewater collection mains, pump stations, structures, irrigation service lines, improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned by Seller, or in which

Seller has an interest, and all hereditaments, tenements and appurtenances belonging or appertaining thereto;

- (b) all rights and obligations of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets, to the extent assignable to Buyer;
- (c) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the utility services provided by Seller in Charlotte and Desoto Counties.

## 1.2 Excluded Assets

Notwithstanding the foregoing, the Assets shall not include any of the following:

- (a) any and all customer service lines that run from outside the meter box or from the curb stop to each individual residence, commercial or industrial structure served by the Assets;
- (b) Any customer wastewater service lines that run from the curb clean-out area to the residences;
- (c) all piping and fixtures internal to each individual customer's structure;
- (d) Seller's cash and accounts receivables as of the date of Closing; and
- (e) Seller's Accounts Receivable

## 1.3 Consideration

- (a) The total purchase price ("Purchase Price") for the Assets will include: a) a total price of **Twenty Thousand Dollars (\$20,000.00)** for the portion of the assets attributable to the water and wastewater assets and b) the discounted value of Seller's accounts receivables, as of the Closing date, as described in **Section 2.1(c)** below. Seller has been paid a sum of **Five Thousand Dollars (\$5,000.00)** as an initial, non-refundable deposit and, upon Closing, the Seller shall pay the remainder of the Purchase Price of **Fifteen Thousand Dollars (\$15,000.00)**. Between execution of this Agreement and the Closing, Buyer will perform a final Due Diligence (as defined in **Section 3.1(g)**) of all facilities and assets. The Due Diligence is to ensure all assets are in materially the same working condition and that all permits are valid and current as of the date of this Agreement. If, after conducting the final Due Diligence, Buyer determines that the assets are not materially in the same working condition or that any permit is no longer valid or current, Seller shall have 60 days (or such longer period, if reasonably necessary, and as agreed upon by the parties) to either correct the condition or reach an agreement with Buyer for a reduction to the purchase price. If Seller refuses to correct the condition or is unable to reach agreement with Buyer concerning a reduction to the Purchase Price, Buyer may elect to terminate this Agreement without penalty or to proceed to Closing.
- (b) If the Closing does not go through on or before February 9, 2016, then (i) Buyer agrees to pay

to Seller all actual, reasonable and documented "Utility" operating expenses incurred by Seller as a result of the delay in the Closing, which shall be added on to the Purchase Price at Closing, and the parties will close on the Assets as soon as practicable or (ii) either party may terminate this Agreement to close on the Assets of Sun River Utilities, LLC, if Buyer does not agree to pay such expenses accrued after February 9, 2016.

- (c) Notwithstanding anything to the contrary, the \$5,000 deposit is only refundable in the event that the Seller fails to work in good faith with the Buyer to effectuate Buyer's purchase of the Assets of Sun River Utilities, LLC, in which case the Seller will refund the deposit to the Buyer within ten (10) business days from the date both parties agree that the Asset Purchase will not continue. Seller's actions under **Section 1.3(b)** above shall not constitute a failure by Seller to work in good faith with Buyer.

#### 1.4 Contractual Obligations

Buyer shall not assume any obligations of Seller, under any contract, agreement, commitment, lease, certificate, order, notice, permit or other instrument, whether oral, written, and express or implied unless expressly assumed hereunder, as set forth in Exhibit A, or in any of the Closing Documents.

#### 1.5 Non-Assumption of Liabilities

All liabilities and obligations, which arose pre-Closing, of Seller shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan. Buyer shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever whether express or implied, fixed or contingent, whatsoever, which arose pre-Closing and which are not expressly assumed in Exhibit A or pursuant to an Assignment and Assumption document at Closing.

### 2. CLOSING

Subject to the provisions of **Sections 4 and 5**, Closing hereunder (the "Closing") shall take place at the offices of Buyer located at 4939 Cross Bayou Blvd., New Port Richey, FL, unless executed separately pursuant to **Section 10.10**, commencing at 10:00 a.m. local time, on or before February 9, 2016. The date of the Closing is referred to herein as the "Closing Date". The effective time of the legal transfer hereunder shall be 12:01 a.m. on the day following the Closing Date.

#### 2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

- (a) Seller shall deliver to Buyer the Assets, including, without limitation, the following:
  - (i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to Buyer and its counsel, as shall be necessary and effective to transfer and assign to, and vest in, Buyer good and marketable title to the Assets and all rights to operate the System as such is now being operated, including, but not limited to the following documents: a Bill of Sale and Assignments; an Assignment and Grant of Easement for any easement Buyer requires to utilize, maintain, repair and replace any facilities located outside of any parcels to be conveyed and/or publicly dedicated roadways; and an appropriate Sanitary

Control Easement, when required, as they exist.

- (ii) a complete and accurate list of the names and addresses of all customers of Seller, both in paper form and in electronic form on a diskette that can be downloaded to a computer, along with a billing history for each customer;
- (ii) keys to any and all buildings and gates;

and simultaneously with such delivery, all such steps shall be taken as may be required to put Buyer in actual possession and operating control of the Assets.

- (b) Seller shall deliver to Buyer the agreements, opinions, certificates and other documents and instruments referred to in **Section 5** hereof.
- (c) Buyer and Seller agree that final meter readings shall be conducted within seven (7) days immediately prior to Closing. These readings shall be utilized by the Seller for the purpose of issuing final bills, and shall constitute the opening readings for Buyer. Buyer shall use these readings to begin the billing cycle for its new customers following Closing. Buyer agrees to purchase all of Buyer's accounts receivables for Active customer accounts, as of the date of Closing, as follows: (i) for all accounts receivable that are thirty (30) days or less overdue, Buyer shall pay Seller 85% of the amount of all such accounts receivable, and (ii) for all accounts receivable that are more than thirty (30) days overdue, Buyer shall pay Seller 75% of the amount of all such accounts receivable. "Active" shall mean a customer account for which utility service has not been disconnected.

## 2.2 Transfer of Utilities

Seller and Buyer will cooperate to transfer utility service, including telephone, electric, chlorine, and gas service providing such service to any of the Assets as of the Closing Date.

## 2.3 Further Assurances

Seller, from time to time after the Closing, at Buyer's request, and without compensation, will execute, acknowledge and deliver to Buyer such other instruments of sale, conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Buyer may reasonably require in order to vest in Buyer, and/or to place Buyer fully in possession of, all of the Assets.

## 3. CONDUCT OF PARTIES PENDING CLOSING

3.1 Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by Buyer:

- (a) The business of Seller shall be conducted solely in the ordinary course consistent with past practice and shall maintain and service the tangible Assets in good working order such that they will be in substantially the same working order at Closing as during Buyer's Due Diligence conducted pre-Closing.
- (b) Seller will use its best efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.

- (c) Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.
- (d) Seller will promptly advise Buyer in writing of all events between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.
- (e) Seller will promptly advise Buyer in writing promptly after Seller receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to Buyer, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.
- (f) Seller will conduct its business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, Seller will use its best efforts to cause all of the conditions to this Agreement to be satisfied on or prior to the Closing Date.
- (g) Seller will give to Buyer free and full access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller ("Due Diligence").

#### **4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, or waiver by Seller, prior to or at the Closing, of each of the following conditions precedent:

##### **4.1 Closing Certificate; Performance by Buyer**

Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate or certificates of Buyer dated the Closing Date, signed by an officer of Buyer, certifying, in such detail as Seller may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by Buyer in this Agreement are true and correct as of Closing, except such as have been rendered incorrect because of events which occurred after the date hereof, as disclosed in writing by Buyer to Seller within a reasonable time after the event occurred.

##### **4.2 Litigation Affecting Closing**

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

#### **5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

All obligations of Buyer under this Agreement are conditioned upon the fulfillment or satisfaction, or waiver by Buyer, prior to or at the Closing, of each of the following conditions precedent:

5.1 Satisfaction with Operational and Real Estate Title Issues

(a) There will be no transfer of Real Estate. The System's facilities are on leased land and Buyer will receive an assignment of lease or easement for all System facilities to include plant, lift stations, access, and for collection and distribution lines. The leased land will be the responsibility of the Buyer and holds harmless the Seller. Seller will assist the Buyer with good faith efforts toward securing all appropriate leases.

(b) Buyer shall receive all agreed upon necessary easements from Seller, which Seller currently has, to operate, gain access to, and provide necessary services to the System's facilities.

5.2 Closing Certificate; Performance by Seller

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Buyer shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by the appropriate officials of Seller, certifying, in such detail as Buyer may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties are true and correct as of Closing.

5.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5.4 Seller Authorizations

Seller shall have furnished Buyer with certified copies of all proceedings of Seller, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated.

5.5 Governmental Approvals

Buyer shall have received within ninety (90) days, all governmental approvals and authorizations needed for the transfer of the Assets, including, but not limited to, the FDEP, and the Water Management District, upon terms and conditions acceptable to Buyer, to enable Buyer to assume Governmental ownership and operation of the System Assets and to provide water and wastewater service to the public in the service territory presently being served by Seller. Buyer and Seller will use reasonable efforts to achieve any necessary approvals within ninety (90) days from the Closing Date.

5.6 Regulatory Approval Contingency. The sale of assets contemplated by this Agreement is subject to and contingent upon the receipt of a favorable Florida Public Service Commission ("FPSC") staff recommendation and FPSC approval upon terms and conditions reasonably acceptable to Buyer as to such recommendation and approval. As provided in Section 367.071, Florida Statutes, the parties desire to close the transaction in advance of the FPSC's approval. In the event that the FPSC determines that the sale and transfer of the Water System Assets and the Waste Water System Assets is not in the



public interest and that Buyer will not fulfill the commitments, obligations, and representations of the utility, and, therefore, the FPSC denies such transfer, then the Water System Assets and the Waste Water System Assets remain with the Seller and any and all agreements or understandings will be null and void between the Seller and Buyer.

#### 5.7 Material Damage

The Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence.

#### 5.8 Satisfaction of Buyer

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by Buyer in the exercise of its reasonable judgment.

### 6. REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents and warrants to Buyer as follows:

- (a) Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.
- (b) System Ownership. Seller holds the exclusive right, title, interest and power to sell the assets of Sun River Utilities, Inc.
- (c) Current Operations. Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the System as it has been and is now being conducted and to own and operate the System.
- (d) Legal Authority. Seller has the full power and lawful authority to transfer to Buyer the rights, title and interest in and to the System.
- (e) Due Authorization; Valid and Binding. Seller has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of Seller.
- (f) No Approvals or Violations. To Seller's actual knowledge, this Agreement does not require any further approvals of any other party (subject to **Section 5.6**), does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which Seller is a party.
- (g) Party to Decree. Seller is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or

instrumentality relating to the System or the Assets.

- (h) List of Assets. Schedule 1.1 contains a true and complete list of the Assets.
- (i) Customer Records. The data contained in the customer records provided to Buyer is true and accurate.

6.2 Seller hereby represents and warrants to Buyer as follows:

- (a) Undisclosed Liabilities. To Seller's actual knowledge, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility accrued, absolute, contingent or otherwise.
- (b) No Other Parties. To Seller's actual knowledge, no person other than Seller owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the Seller's Assets.
- (c) Rights to Facilities. To Seller's actual knowledge, Seller has good and valid rights to occupy and to obtain access to the areas where the distribution lines and other facilities of the Assets are located.
- (d) Compliance with Law. To Seller's actual knowledge, Seller is not in any material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.

6.3 Seller hereby represents and warrants to and with Buyer as follows with respect to compliance with environmental laws:

- (a) Compliance with Law. To the best of Seller's actual knowledge, Seller has been and is in compliance with all Environmental Laws (as hereinafter defined).
- (b) Adequacy of Permits. To the best of Seller's actual knowledge, Seller has obtained and continues to possess all permits, licenses, approvals or other authorizations which are required under the Environmental Laws, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under the Environmental Laws.

## 7. REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 Buyer hereby represents and warrants to Seller as follows:

- (a) Organization. Buyer is a corporation duly organized and validly existing and in good standing under the laws of the State of Florida.

- (b) Due Authorization; Valid and Binding. Buyer has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of Buyer.
- (c) Financial Wherewithal. Buyer has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by the Seller prior to Closing.

## 8. INDEMNIFICATION

### 8.1 Indemnification of Seller

Buyer will reimburse, indemnify and hold Seller and its officials and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) the provision of water and wastewater service by Buyer for the period following Closing;
- (b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing that are not attributable to events that occurred prior to Closing;
- (c) the failure of Buyer to perform any of its covenants following Closing; and
- (d) the enforcement of this **Section 8**.

### 8.2 Indemnification of Buyer

For a period of one (1) year from and after the Closing, Seller will reimburse, indemnify and hold Buyer and its affiliates, and their officers, directors and employees, harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) any liabilities or obligations of Seller of any nature whatsoever except for those liabilities and obligations of Seller which Buyer specifically assumes pursuant to this Agreement, including any Assignment and Assumption documents executed by both parties;
- (b) any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to Buyer pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement, except to the extent that Buyer had or should have had knowledge of a misrepresentation, omission or breach of warranty, based on or as a result of its own Due Diligence and inspection of the System and its books and records prior to the Closing;
- (c) the provision of water and wastewater service by Seller for the period prior to the date of Closing;

- (d) claims by third parties for events that are attributable to events that occurred prior to Closing;
- (e) the enforcement of this **Section 8**.

### 8.3 General

Each party shall provide the other party with reasonable notice of any claims arising under this **Section 8**. The indemnification rights of the parties under this **Section 8** are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

## 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and agreements made by the parties in this Agreement or in any written agreement, document, or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing for a period of one (1) year. Notwithstanding any investigation or audit conducted before or after the Closing Date or the decision of any party to complete the Closing, each party shall be entitled to rely upon the representations, warranties and agreements set forth herein and therein.

## 10. MISCELLANEOUS

### 10.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto.

### 10.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of Seller or Buyer.

### 10.3 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by telegram or by registered or certified mail, postage prepaid, return receipt requested, as follows:

**If to Buyer:**

Mr. Gary A. Deremer, President & CEO  
North Charlotte, Inc.  
4939 Cross Bayou Blvd., New Port Richey, FL 34652

**If to Seller:**

Sun River Utilities, Inc.  
5195 NW 77<sup>th</sup> Avenue

Miami, Florida 33166  
Attn: Lara Hechtkopf, Esq.

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, telegraphed or mailed.

#### 10.5 Florida Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of laws provisions. Regardless of any present or future domicile or principal place of business of the parties hereto, each party hereby irrevocably consents and agrees that any claims or disputes between or among the parties hereto arising out of or related to this Agreement (whether based upon contract, tort or otherwise) shall be brought and maintained in any federal or state court of competent jurisdiction sitting in the county of Miami-Dade in the State of Florida or in the US District Court for the Southern District of Florida, which courts shall have exclusive jurisdiction over the adjudication of such matters. Each party waives its right to assert forum non conveniens, lack of personal jurisdiction or improper venue.

#### 10.6 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons or entities.

#### 10.7 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

#### 10.8 Exhibits and Schedules

All Exhibits, Attachments and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

#### 10.09 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

#### 10.10 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may

circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

10.10 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Agreement on the date first written.

**SELLER:**

**SUN RIVER UTILITIES, INC.**

By:   
Vice President

Name: Lara S. Hechtkopf

Date: 1/22/16

**BUYER:**

**NORTH CHARLOTTE WATERWORKS, INC.**

By:   
President

Name: Gary Deremer

Date: 1/22/16

**Schedule 1.1 – Listing of Assets**

**Water System Assets:**

Structure & Improvements  
Wells & Springs  
Supply Mains  
Pumping Equipment  
Water Treatment Equipment  
Distribution Reservoirs & Standpipes  
Transmission & Distribution Mains  
Services to Customers/Accounts  
Meters/Meter Installations  
Hydrants  
Other Plant & Miscellaneous Equipment  
Tools, Shop & Garage Equipment

**Wastewater System Assets:**

Collection Sewers-Gravity  
Special Collecting Structure  
Services to Customers/Accounts  
Receiving Wells  
Treatment & Disposal Equipment  
Office Furniture & Equipment

**Other Assets:**

Certificate Capitalization and Expansion  
Fire Hydrants  
Waste Water Treatment Plant Site

**Exhibit A: Contractual Obligations**

99-Year Lease Agreement for Water and Wastewater Facilities, recorded in OR BK 02307, PG 0331-0342, September 16, 2003, in Charlotte County, FL; as amended by the Assignment and Assumption of Lease, recorded in OR BK 02605, PG 1199-1205, December 22, 2004, in Charlotte County, FL; as amended by the Assignment and Assumption of Lease, recorded in OR BK 02605, PG 1206-1210, December 22, 2004, in Charlotte County, FL; as amended by the Amendment to 99-Year Lease Agreement for Water and Wastewater Facilities, effective January 1, 2007.



## AMENDMENT TO ASSET PURCHASE AGREEMENT

Amendment to Asset Purchase Agreement (APA) dated January 22, 2016 between Sun River Utilities, Inc. (Seller) and North Charlotte Waterworks, Inc. (Buyer)

**THIS AMENDMENT TO ASSET PURCHASE AGREEMENT** (“**Amendment**”), dated as of the 28<sup>th</sup> day of January 2016, by and between **Sun River Utilities, Inc.** with an address of 5195 NW 77<sup>th</sup> Avenue, Miami, Florida 33166 (“**Seller**”), and **North Charlotte Waterworks, Inc.**, a Florida corporation with an address of 4939 Cross Bayou Blvd., New Port Richey, FL 34652 (“**Buyer**”), with reference to the following RECITALS:

WHEREAS, Sun River Utilities, Inc. (Seller) and North Charlotte Waterworks, Inc. (Buyer) mutually entered into an Asset Purchase Agreement (APA) on January 22, 2016;

WHEREAS, the APA provides for the purchase and transfer of the System Assets from the Buyer to the Seller;

WHEREAS, the APA defines the System Assets in Paragraph 1.1;

WHEREAS, the Buyer and Seller mutually agreed to add a provision to purchase and transfer the Seller's Accounts Receivables pursuant to Paragraph 2.1(c), entitled Items to be delivered at Closing;

WHEREAS, subsequent to the execution of the APA by both Buyer and Seller, it was discovered that there were erroneous provisions included in the APA which include the following:

Paragraph 1.2, Excluded Assets erroneously lists that the Seller's Accounts Receivables are excluded, which is contradictory to the mutually agreed provision in Paragraph 2.1(c);

Paragraph 2.1(c), erroneously states that the Buyer agrees to buy “Buyers” Accounts Receivable;

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and Agreements herein contained and assumed, the Buyer and Seller hereby enter into this Amendment to the APA to set forth the corrected System Assets to be purchased and transferred and agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. This Amendment will serve as a change to APA in Section 1.1 Assets Further Defined
3. This Amendment will serve as a change to the APA in Section 1.2 Excluded Assets Items (d) and (e).
4. This Amendment will serve as a change to APA in Section 2.1(c).
5. Buyer and Seller mutually agreed that Buyer will purchase Seller's Accounts Receivables.
6. The agreed revision regarding Paragraph 1.1 Assets Further Defined are presented as set forth below.
7. The agreed changes regarding Paragraph 1.2 Excluded Assets Items (d) and (e) are presented as set forth below.
8. The agreed changes regarding Paragraph 2.1(c) Items to be delivered at Closing are presented in their entirety as set forth below.

Paragraph 1.1: Assets Further Defined insert the following additional section (d):

(d) Seller's Accounts Receivables at date of Closing as further set forth in **Paragraph 2.1(c)**.

Paragraph 1.2 (d): Seller's cash as of the date of Closing.

(Omit and delete the words: "and accounts receivables" and the word "and" at end of sentence) to read in its entirety as follows:

1.2 (d) Seller's cash as of the date of Closing.

Paragraph 1.2 (e): (~~DELETED ENTIRELY~~) - This item is hereby omitted and deleted in its entirety as the APA states in Section 2.1 (c). Buyer is purchasing the Seller's Accounts Receivables as the time of Closing.

Paragraph 2.2(c) - Buyer and Seller agree that final meter readings shall be conducted within seven (7) days immediately prior to Closing. These readings shall be utilized by the Seller for the purpose of issuing final bills, and shall constitute the opening readings for Buyer. Buyer shall use these readings to begin the billing cycle for its new customers following Closing. Buyer agrees to purchase all of Seller's accounts receivables for Active customer accounts, as of the date of Closing, as follows: (i) for all accounts receivable that are thirty (30) days or less overdue, Buyer shall pay Seller 85% of the amount of all such accounts receivable, and (ii) for all accounts receivable that are more than thirty (30) days overdue, Buyer shall pay Seller 75% of the amount of all such accounts receivable. "Active" shall mean a customer account for which utility service has not been disconnected.

Acceptance of the Amendment and the items addressed are mutually agreed upon by both the Seller and Buyer, signified by the signatures below.

Agreement on the date first written.

SELLER



\_\_\_\_\_  
Lara Hechtkopf

Vice President, Sun River Utilities, Inc.

1/28/16

BUYER

  
\_\_\_\_\_  
Gary A. Deremer

President, North Charlotte Waterworks, Inc.

**EXHIBIT B**  
**Rule 25-30.037 (2)(j)**

**The buyer must provide the following documentation of the terms of the transfer:**

- 1. The date the closing occurred or will occur;**
- 2. The purchase price and terms of payment;**
- 3. A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities;**
- 4. A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations;**

A copy of the final executed closing dates, including attachments, by and between Sun River Utilities, Inc. and North Charlotte Waterworks, Inc. executed on February 5, 2016 is attached hereto.

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Bill of Sale and Assignment") is made as of February 4, 2016 by and between SUN RIVER UTILITIES, INC., a Florida corporation ("Seller"), and NORTH CHARLOTTE WATERWORKS, INC., a Florida corporation ("Buyer").

**WHEREAS**, pursuant to the Asset Purchase Agreement dated as of January 22, 2016, as amended from time to time (the "Asset Purchase Agreement"), Seller has agreed to grant, convey, sell, assign and transfer to Buyer the Assets, free and clear of all liens, claims and encumbrances, and Buyer has agreed to assume the obligations with respect to the agreements set forth on Exhibit A attached hereto ("Assumed Liabilities"); and

**WHEREAS**, pursuant to due authorization, Seller is executing and delivering this Bill of Sale and Assignment for the purpose of granting, conveying, selling, assigning and transferring to and vesting in Buyer the Assets; and

**WHEREAS**, pursuant to due authorization, Buyer is executing and delivering this Bill of Sale and Assignment for the purpose of assuming all Assumed Liabilities with respect to the System; and

**WHEREAS**, this Bill of Sale and Assignment is being executed pursuant to Sections 2.1(a)(i) of the Asset Purchase Agreement;

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein and in the Asset Purchase Agreement, hereby agree as follows:

1. **Capitalized Terms**. Each capitalized term used but not defined in this Bill of Sale and Assignment shall have the meaning ascribed to it in the Asset Purchase Agreement.
2. **Assignment**. Seller hereby grants, conveys, sells, assigns and transfers to Buyer, its successors and assigns, all of Seller's right, title and interest, legal and equitable, in and to the Assets.
3. **Acceptance of Assets and Assumption of Liabilities**. Buyer hereby accepts the assignment and transfer by Seller of the Assets, and assumes and agrees to observe, perform, pay, and otherwise discharge when due the Assumed Liabilities. Except for the Assumed Liabilities, Buyer shall not assume or be deemed to have assumed and shall not be responsible or liable for any excluded liabilities or any other obligation or liability of Seller.
4. **Limitations**. Nothing in this Bill of Sale and Assignment, expressed or implied, is intended or shall be construed to confer upon or give to any person other than Seller or Buyer, their respective successors and assigns, any remedy or claim under or by reason of this Bill of Sale and Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale and Assignment shall be for the sole and exclusive benefit of each of Seller and Buyer, their respective successors and assigns.

Neither the making nor the acceptance of this Bill of Sale and Assignment shall modify, limit, expand or otherwise affect the representations, warranties, covenants, indemnities and agreements contained in the Asset Purchase Agreement, and such representations, warranties, covenants, indemnities and agreements shall remain in full force and effect in accordance with the terms of the Asset Purchase

Agreement. Nothing in this Bill of Sale and Assignment shall be deemed to supersede, alter or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale and Assignment as provided and subject only to the limitations set forth in the Asset Purchase Agreement. The parties agree that if any conflict exists between the terms of this Bill of Sale and Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

5. Binding Effect. This Bill of Sale and Assignment is being executed by Seller and Buyer and shall be binding upon each of Seller and Buyer, and their respective successors and assigns, for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.

6. Further Assurances. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Bill of Sale and Assignment.

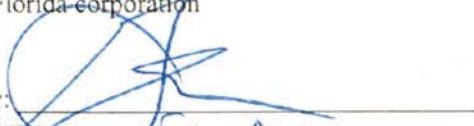
7. Governing Law. This Bill of Sale and Assignment shall be construed and interpreted in accordance with the laws of the State of Florida.

8. Counterparts. This Bill of Sale and Assignment may be executed in two or more counterparts (delivery of which may occur via facsimile or electronic mail), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Bill of Sale, Assignment and Assumption Agreement the day and year first above written.

**BUYER:**

NORTH CHARLOTTE WATERWORKS, INC.,  
a Florida corporation

By:   
Name: Gary Deremer  
Title: Pres.

**SELLER:**

SUN RIVER UTILITIES, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreement. Nothing in this Bill of Sale and Assignment shall be deemed to supersede, alter or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale and Assignment as provided and subject only to the limitations set forth in the Asset Purchase Agreement. The parties agree that if any conflict exists between the terms of this Bill of Sale and Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

5. Binding Effect. This Bill of Sale and Assignment is being executed by Seller and Buyer and shall be binding upon each of Seller and Buyer, and their respective successors and assigns, for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.

6. Further Assurances. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Bill of Sale and Assignment.

7. Governing Law. This Bill of Sale and Assignment shall be construed and interpreted in accordance with the laws of the State of Florida.

8. Counterparts. This Bill of Sale and Assignment may be executed in two or more counterparts (delivery of which may occur via facsimile or electronic mail), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Bill of Sale, Assignment and Assumption Agreement the day and year first above written.

**BUYER:**

NORTH CHARLOTTE WATERWORKS, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

SUN RIVER UTILITIES, INC.,  
a Florida corporation


By:  \_\_\_\_\_  
Name: Lara Hocht Kopf  
Title: V. & President

Exhibit A

Assumed Contracts

1. Agreement between Sun River Utilities, Inc. and Charlotte County, Florida dated May 28, 2009.
2. Agreement between Sun River Utilities, Inc. and Desoto County, Florida dated July 22, 2008.
3. Sun Rivers Utilities, Inc. Water Supply Contract by and between DeSoto County, a political division of the state of Florida, and Sun Rivers Utilities, Inc., a Florida corporation, dated August 25, 2008.

## ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (the "Assignment"), made this 4th day of February, 2016 (the "Effective Date"), is by and between, SUN RIVER UTILITIES, INC., a Florida corporation ("Assignor") and NORTH CHARLOTTE WATERWORKS, INC., a Florida corporation, ("Assignee"). Terms not otherwise defined herein shall have the meanings set forth in the Lease, as defined hereafter.

### RECITALS

WHEREAS, Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust, and Zola M. MacLachlan, Trustee of the Zola M. MacLachlan Revocable Trust, as Lessor, and Rivers Edge Utilities, LLC, a Florida limited liability company, as Lessee, entered into that certain 99-Year Lease Agreement for Water and Wastewater Treatment Facilities dated August 28, 2003, which was recorded in the Official Records of Charlotte County, Florida at OR Book 2307, Page 331 (the "Original Lease");

WHEREAS, pursuant to that certain Assignment and Assumption of Lease dated December 15, 2004 and recorded in the Official Records of Charlotte County, Florida at OR Book 2605, Page 1199, Zola's Family Trust, L.P., a Pennsylvania limited partnership, successor to Zola M. MacLachlan and Marylu Fitzpatrick, Trustees of the Zola M. MacLachlan Revocable Trust, and Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust, assigned its rights and obligations under the Original Lease to Waterfront Homes of Charlotte, LLC, a Florida limited liability company ("Landlord");

WHEREAS, pursuant to that certain Assignment and Assumption of Lease dated December 15, 2004 and recorded in the Official Records of Charlotte County, Florida at OR Book 2605, Page 1206, Rivers Edge Utilities, LLC, a Florida limited liability company, assigned its rights and obligations under the Original Lease to MSM Utilities, LLC, a Florida limited liability company ("MSM");

WHEREAS, the Original Lease was amended by that certain Amendment to 99-Year Lease Agreement for Water and Wastewater Treatment Facilities by and between Landlord and MSM dated January 1, 2007 ("Amendment #1");

WHEREAS, pursuant to that certain Purchase Agreement dated December 8, 2006, Assignor acquired all membership interests of MSM in a transaction that closed on January 5, 2007;

WHEREAS, the Original Lease, as amended by Amendment #1, was further amended by that certain Amendment Two to 99-Year Lease Agreement for Water and Wastewater Treatment Facilities by and between Landlord and Assignor dated January 1, 2015 ("Amendment #2"). The Original Lease as amended by Amendment #1 and Amendment #2 is referred to herein as the "Lease";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment from Assignor of all of Assignor's right, title and interest in and to the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor hereby transfers, assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease. Assignee hereby accepts the foregoing assignment and agrees to assume and to perform and be bound by all of the terms, covenants



and conditions contained in the Lease with respect to matters that arise from and after the date of this Assignment.

2. Indemnification. Assignor hereby indemnifies and agrees to hold Assignee harmless from and against all fines, suits, claims, demands, liabilities and actions, including reasonable attorneys' fees and costs and expenses of defending against same, resulting or alleged to result from any breach, violation or non-performance by Assignor of any provision of the Lease, or from the use or occupancy of the Leased Premises or any act whatsoever of Assignor, its agents or employees, or for any damage to person or property resulting from an act or omission or negligence of Assignor, or its agents or employees prior to the Effective Date.

Assignee hereby indemnifies and agrees to hold Assignor harmless from and against all fines, suits, claims, demands, liabilities and actions, including reasonable attorneys' fees and costs and expenses of defending against same, resulting or alleged to result from any breach, violation or non-performance by Assignee of any provision of the Lease, or from the use or occupancy of the Leased Premises or any act whatsoever of Assignee, its agents or employees, or for any damage to person or property resulting from an act or omission or negligence of Assignee, or its agents or employees from and after the Effective Date.

3. Application of Florida Law; Venue; Jurisdiction. This Assignment shall be governed by and construed under the laws of the State of Florida without regard to principles of conflicts of law. Each party hereby irrevocably consents and agrees that the venue for any claims or disputes between or among the parties hereto arising out of or related to this Assignment (whether based upon contract, tort or otherwise) shall be the county of Miami-Dade in the State of Florida. Each party waives its right to assert forum non conveniens, lack of personal jurisdiction or improper venue. The parties to this Assignment agree that they waive any objection, constitutional, statutory or otherwise, to a Florida court's taking jurisdiction of any dispute between them. By entering into this Assignment, the parties, and each of them, understand that they might be called upon to answer a claim asserted in a Florida court.

4. Miscellaneous. This Assignment may not be altered, waived, amended or extended except by an instrument in writing signed by the parties hereto. The parties covenant that each will execute or procure any additional documents necessary to establish the rights of the other hereunder. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed the day and year first above written.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_

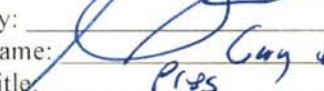
**ASSIGNOR:**

**SUN RIVER UTILITIES, INC.**, a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**NORTH CHARLOTTE WATERWORKS, INC.**, a Florida corporation

By:  \_\_\_\_\_  
Name: *Gay Dorson*  
Title: *Pres*

[Signature Page to Assignment and Assumption of Lease Agreement.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed  
the day and year first above written

Witnesses:

*Sharon M. Utterback*  
SHARON M. UTTERBACK  
*Leslie Rodriguez*  
LESLIE RODRIGUEZ

\_\_\_\_\_  
\_\_\_\_\_

ASSIGNOR:

SUN RIVER UTILITIES, INC., a Florida  
corporation

By: *[Signature]*  
Name: LESLIE RODRIGUEZ  
Title: Vice President

ASSIGNEE:

NORTH CHARLOTTE WATERWORKS,  
INC., a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Assignment and Assumption of Lease Agreement]

**BUYER'S CLOSING CERTIFICATE**

Pursuant to Section 4.1 of that certain Asset Purchase Agreement dated as of January 22, 2016, as amended from time to time (the "Asset Purchase Agreement"), by and between SUN RIVER UTILITIES, INC., a Florida corporation ("Seller"), and NORTH CHARLOTTE WATERWORKS, INC., a Florida corporation ("Buyer"), Buyer hereby certify the following as of the Closing Date:

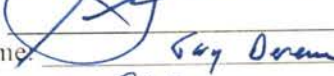
(a) The representations and warranties of Seller contained in the Asset Purchase Agreement, the exhibits and schedules attached thereto, and any certificates delivered pursuant to the Asset Purchase Agreement are true and correct in all respects as though such representation and warranty had been made on and as of the date of this certificate.

(b) The Buyer has performed, satisfied or complied in all material respects with all agreements, conditions and obligations contained in the Asset Purchase Agreement that are required to be performed or complied with by it at or prior to the date of this certificate.

All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Asset Purchase Agreement.

The undersigned has executed and delivered this certificate this 4th day of February, 2016.

NORTH CHARLOTTE WATERWORKS, INC.,  
a Florida corporation

By:   
Name: Gay Dorem  
Its: Pres

**CLOSING STATEMENT**

**SELLER:** SUN RIVER UTILITIES, INC., a Florida corporation  
**BUYER:** NORTH CHARLOTTE WATERWORKS, INC., a Florida corporation  
**TRANSACTION:** Sale of business assets pursuant to that certain Asset Purchase Agreement dated January 22, 2016, by and between Seller and Buyer  
**CLOSING DATE:** February 4, 2016

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<b>PURCHASE PRICE:</b>		
Cash from Buyer	\$20,000.00	
Accounts Receivable	\$4,044.70	
<b>TOTAL CASH PURCHASE PRICE</b>		<b><u>\$24,044.70</u></b>
<b>CREDIT TO BUYER FOR DEPOSIT</b>	<b>(\$5,000.00)</b>	<b><u>(\$5,000.00)</u></b>
<b>TOTAL CASH RECEIVED BY SELLER AT CLOSING:</b>		<b><u><u>\$19,044.70</u></u></b>

---

The foregoing Closing Statement is approved and Seller acknowledges receipt of \$19,044.70 due at closing. This Closing Statement may be signed in counterparts, which counterparts taken together shall constitute one original. Fully executed electronic copies shall be considered effective for all purposes.

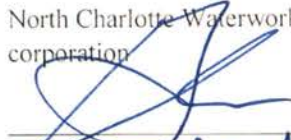
**"SELLER"**

Sun River Utilities, Inc., a Florida corporation

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

**"BUYER"**

North Charlotte Waterworks, Inc., a Florida corporation

  
By: \_\_\_\_\_  
Its: pres

The foregoing Closing Statement is approved and Seller acknowledges receipt of \$19,044.70 due at closing. This Closing Statement may be signed in counterparts, which counterparts taken together shall constitute one original. Fully executed electronic copies shall be considered effective for all purposes.

**"SELLER"**

Sun River Utilities, Inc., a Florida corporation

Lara Hechtkopf  
By: [Signature]  
Its: Vice President

**"BUYER"**

North Charlotte Waterworks, Inc., a Florida corporation

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

**RESOLUTION  
OF THE  
BOARD OF DIRECTORS OF  
SUN RIVER UTILITIES, INC.**

A meeting of the Board of Directors ("Board") of Sun River Utilities, Inc. ("Corporation") was duly held, at which a quorum was present. At the meeting, the Board adopted the following resolutions:

RESOLVED, that the execution of the Asset Purchase Agreement between Sun River Utilities, Inc. ("Seller") and North Charlotte Waterworks, Inc. ("Purchaser"), dated January 22, 2016 ("Agreement"), for the Corporation's sale of that water production and distribution system and wastewater collection and treatment system known as Sun River Utilities located at 1601 Hunter Creek Drive, Punta Gorda, Florida 33982 ("System") is authorized and approved;

FURTHER RESOLVED, that the Vice President of the Corporation, Lara Hechtkopf, is authorized to perform any and all acts that they deem necessary or appropriate to effectuate the sale of the System, including, but not limited to signing all required documentation and instruments.

I, Joel H. Schenkman, President of Sun River Utilities, Inc., certify that the foregoing is a true and correct copy of the resolutions adopted by the Board.

IN WITNESS WHEREOF, I have subscribed my name as President of the Company this 4th day of February, 2016.

**SUN RIVER UTILITIES, INC.**

**DIRECTORS:**



JOEL H. SCHENKMAN  
PRESIDENT



**SELLER'S CLOSING CERTIFICATE**

Pursuant to Section 5.2 of that certain Asset Purchase Agreement dated as of January 22, 2016, as amended from time to time (the "Asset Purchase Agreement"), by and between SUN RIVER UTILITIES, INC., a Florida corporation ("Seller"), and NORTH CHARLOTTE WATERWORKS, INC., a Florida corporation ("Buyer"), Seller hereby certify the following as of the Closing Date:


(a) The representations and warranties of Seller contained in the Asset Purchase Agreement, the exhibits and schedules attached thereto, and any certificates delivered pursuant to the Asset Purchase Agreement are true and correct in all respects as though such representation and warranty had been made on and as of the date of this certificate.

(b) The Seller has performed, satisfied or complied in all material respects with all agreements, conditions and obligations contained in the Asset Purchase Agreement that are required to be performed or complied with by it at or prior to the date of this certificate.

All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Asset Purchase Agreement.

The undersigned has executed and delivered this certificate this 3rd day of February, 2016.

SUN RIVER UTILITIES, INC.,  
a Florida corporation

By:   
Name: Lara Hechtkopf  
Its: Vice President

**EXHIBIT C**  
**Rule 25-30.037 (2)(l)**

- (1) A detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided; and,**
- 2. A list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements;**

The systems were purchased with Shareholder's cash. The utility, North Charlotte Waterworks, Inc. was incorporated in the State of Florida on April 14, 2015, as such there are no financial statements of the utility. There are no other "entities" upon which the applicant is relying to provide funding to the buyer. The financial statements would be the individual shareholder's personal financial information. The financial statements for owners greater than 10% ownership interest will be supplied under separate cover letter requesting confidential treatment of such information.

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

NORTH CHARLOTTE WATERWORKS, INC.

**Filing Information**

<b>Document Number</b>	P16000004115
<b>FEI/EIN Number</b>	NONE
<b>Date Filed</b>	01/12/2016
<b>Effective Date</b>	01/11/2016
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**29026 WOOD DUCK DRIVE  
PUNTA GORDA, FL 33982**Mailing Address**C/O 4929 CROSS BAYOU BLVD  
NEW PORT RICHEY, FL 34652**Registered Agent Name & Address**DEREMER, GARY  
8625 SEAPOINTE COURT  
PORT RICHEY, FL 34668**Officer/Director Detail****Name & Address**

Title P, D

DEREMER, GARY  
8625 SEAPOINTE COURT  
PORT RICHEY, FL 34668

Title VP

DELCHER, CECIL  
11702 FOREST HILLS DRIVE  
TAMPA, FL 33612**Annual Reports****No Annual Reports Filed**

**EXHIBIT D**  
**Rule 25-30.037 (2)(m)**

**To demonstrate the technical ability of the buyer to provide service, the buyer shall provide:**

- 1. An explanation of the buyer's experience in the water or wastewater industry; and,**
- 2. The buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities;**

The directors have been in the water and wastewater utility management, operations and maintenance related industry for numerous years bringing a level of Florida specific expertise that is not typical to private utility ownership within the State.

Gary Deremer – President: Over 29 years of Florida related water and wastewater industry experience; previous private utility ownership has included:

Holiday Utility System – Holiday, FL  
Virginia City Utility System – New Port Richey, FL  
Dixie Groves Utility System – Holiday, FL  
Colonial Manor Utility System – Holiday, FL  
Pasco Utilities, Inc. – Zephyrhills, FL

Cecil Delcher – Vice President: Over 37 years of Florida related Operations, Construction, Capital Project Management; previous private utility ownership included:

Pasco Utilities, Inc. – Zephyrhills, FL  
Colonial Manor Utility System – Holiday, FL  
D&D Wellfield Property

North Charlotte Waterworks, Inc. has secured the services of U.S. Water Services Corporation to provide contract operating services and billing and collection services. Through U.S. Water Services Corporation, both Mr. Deremer and Mr. Delcher have controlled service delivery to more than 850+ facilities within the State of Florida during their careers, including billing/collection and customer service, providing water service to more than 1,000,000 customers daily.

Currently, the shareholders of North Charlotte Waterworks, Inc. are also shareholders in the following utilities:

<u>Utility</u>	<u>Certificate No.</u>
Harbor Utility Company	522-W
Lakeside Utility Company	567-W & 494-S
LP Utility Company	620-W & 533-S
HC Utility Company	422-W & 359-S
Brevard Utility Company	002-W
Sunny Hills Utility Company	501-W & 435-S
Lake Osborne Utility Company	053-W
Jumper Creek Utility Company	667-W & 507-S
The Woods Utility Company	507-W & 441-S
Country Walk Utilities, Inc.	579-W
Raintree Waterworks, Inc.	539-W
Brendenwood Waterworks, Inc.	339-W
Lake Idlewild Utility Company	531-W

In each of these orders approving the above transfers, the Commission specifically found that the transfers were in the public interest and also determined that the buyers had demonstrated the technical and financial ability to provide service to the existing service territory.

In addition, the shareholders currently have a application for transfer of certificate pending before the Commission in Docket No. 150166-WU, Black Bear Waterworks, Inc.

Thus, based on the above this transfer is in the public interest; the buyer has both the technical and financial ability to provide service.

**The buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.**

**EXHIBIT E**  
**Rule 25-30.037(2)(n)**

**A legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.;**

Charlotte and DeSoto Counties  
Description of Water and Wastewater Territory

In Township 40 South, Range 23 East, Charlotte County, Florida:

- The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12.
- The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12.
- The NW 1/4 of the SW 1/4 of Section 12.
- The SW 1/4 of the NW 1/4 of Section 12, lying South of Lee Branch Creek.
- The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12.

Less and except:

- The East 1/2 of the NE 1/4 of the SW 1/4 of the NW 1/4 of Section 12.
- All of Section 11, lying East of Hunter's Creek and lying South of Lee Branch Creek.
- The NE 1/4 of the SE 1/4 of Section 11, lying East of Hunter's Creek.

Together with:

The North 1/4 of Section 12, lying East of the Seaboard Coastline Railroad and North of the Southern Right-of-Way of Turbak Road.

A portion of Section 12, being more specifically described as follows:

Beginning at the Southeast corner of said Section 12, thence West along the South line of said Section 12, a distance of 2577.55 feet; thence North, a distance of 385.34 feet; thence West, a distance of 531.75 feet; thence North, a distance of 897.20 feet; thence West, a distance of 511.21 feet; thence North, a distance of 438.40 feet; thence East a distance of 511.21 feet; thence North, a distance of 178.65 feet; thence East, a distance of 606.14 feet; thence South, a distance of 600 feet more or less; thence East, a distance of 2860 feet more or less to the East line of said Section 12; thence South along the East line of said Section 12 to the Point of Beginning.

The South 1/4 of Section 1, lying East of the Seaboard Coastline Railroad.

The North 1/4 of Section 14, lying East of Hunter's Creek.

Together with:

12. The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4, and the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 12.

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13. Less and except the Right-of-Way for a public highway along the East side of said land, and Less and except the Right-of-Way for a public road along the North line of said land, and Less and except the following:

Commence at the Northeast corner of said Section 13; thence along the North boundary of said Section 13, North 88°26'45" West, 45.15 feet, to the Westerly maintained Right-of-Way line of State Road 35 (US 17) for a Point of Beginning; thence along said Westerly maintained Right-of-Way line, South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 feet; thence North 00°23'35" East, 330.28 feet, to said North boundary of Section 13; thence along said North boundary, South 88°26'45" East, 8.00 feet to the Point of Beginning.

Together with:

A portion of Section 13, being more specifically described as follows:

Commence at the Southeast corner of said Section 13; thence South 87°21'06" West along the South line of said Section 13, a distance of 91.87 feet to the West right-of-way of State Road #35 (U.S. Highway #17) and the Point of Beginning; thence continue South 87°21'06" West a distance of 646.51 feet; thence North 01°58'09" West a distance of 2383.80 feet; thence North 88°27'53" East a distance of 337.71 feet; thence North 01°32'01" West a distance of 277.75 feet; thence North 30°58'39" West a distance of 125.00 feet; thence North 69°19'18" West a distance of 312.50 feet; thence North 01°32'07" West a distance of 80.00 feet; thence South 88°27'53" West a distance of 22.82 feet; thence North 01°32'07" West a distance of 330.00 feet; thence North 02°46'04" West a distance of 1,700.17 feet; thence North 88°23'07" East a distance of 329.07 feet; thence North 02°47'31" West a distance of 635.34 feet to the South right-of-way of Palm Shores Boulevard; thence North 88°20'46" East a distance of 275.52 feet to the West right-of-way of State Road #35 (U.S. Highway #17); thence South 02°47'57" East along said right-of-way a distance of 2,006.62 feet; thence South 88°18'40" West along said right-of-way a distance of 5.28 feet to the point of curvature of a curve to the left having as elements a radius of 11,333.16 feet and a central angle of 03°02'06.1"; thence along arc of said curve a distance of 600.33 feet to the point of compound curvature of a curve to the left having as elements a radius of 11,585.16 feet and a central angle of 04°34'53.3"; thence along arc of said curve a distance of 926.37 feet; thence South 02°38'54" East along said right-of-way a distance of 23.40 feet; thence North 87°21'06" East along said right-of-way a distance of 36.00 feet; thence South 02°38'54" East along said right-of-way a distance of 300.00 feet; thence North 87°21'06" East along said right-of-way a distance of 10.00 feet; thence South 02°38'54" East along said right-of-way a distance of 1,439.06 feet to the Point of Beginning.

And

In Township 40 South, Range 24 East, Charlotte County, Florida:

Parcel 1

Section 4.

Together with:

Parcel 2

All of Section 5, less and except a strip 100 feet wide running Northerly from the S line of the N 1/2 to the N line of the N 1/2 in the W 1/2 of the W 1/2.

Together with:

Parcel 3

The Northeast 1/4 of the Northeast 1/4 of Section 6.

Together with:

Parcel 4

The Northeast 1/4 of Section 9, less the South 815.85 feet.

Together with:

Parcel 5

The South 1/2, and the Northeast 1/4 of Section 8, which parcel includes all of said Section 8, less and except a strip 100 feet wide running northerly from the S line of the S 1/2 to the N line of the S 1/2 in the E 1/2 of the W 1/2.

Together with:

Parcel 6

All of Section 9, less and except the NE 1/4 of said Section 9.

Plus

The South 815.85 feet of the NE 1/4 of Section 9.

Together with:

Parcel 7

The West 1/2 of Section 10.



Together with:

Parcel 8

The Southerly 150 feet of Sections 7 and 8.

And

A parcel of land lying in Sections 5, 6, 7, and 8, described as follows:

Begin at the NW corner of said Section 6, thence S 89°43'07" E, along N line of said Section 6, 1,786.20 feet to Point of Beginning; thence S 01°06'38" W along easterly line of Ann H. Ryals property as described in O.R. Book 1435, Pages 1513 and 1514, of the Public Records of Charlotte County, Florida, 1287.30 feet; thence S 73°2'33" E along said easterly line, 919.56 feet; thence S 00°41'16" E along said easterly line, 1,116.55 feet to SE corner of said Ryals property; thence N 89°41'03" W along S line of said Ryals property, 2,475.81 feet to the E right-of-way line of State Road 35 (U.S. Highway 17) as monumented; thence S 00°26'53" W along said E right-of-way line, 1,844.49 feet to the N line of William E. Roe property as described in O.R. Book 855, Page 1941, Public Records of Charlotte County, Florida; thence S 89°45'11" E along said N line, 1,883.20 feet to the NE corner of said Roe property; thence S 00°31'12" W along E line of said Roe property, 118.50 feet to the SE corner of said Roe property; thence N 89°45'11" W along the S line of said Roe property, 1,585.05 feet to the E right-of-way of State Road 35 (U.S. Highway 17) as monumented; thence S 00°20'17" W along said E right-of-way line, 670.37 feet to a point on the S line of said Section 6; thence N 89°49'39" W along said S line and on said right-of-way line of State Road 35 (U.S. Highway 17), 298.00 feet; thence S 00°20'17" W along said E right-of-way line, 677.88 feet; thence S 00°24'44" W along said E right-of-way line, 652.61 feet to the N line of Raymond Smith property as described in O.R. Book 963, Pages 2090 and 2091, Public Records of Charlotte County, Florida; thence S 89°32'33" E along the N line of said Smith property as monumented by ABS & Associated, Inc., Registered Land Surveyors, 1,138.93 feet to an iron rod set by said registered surveyors for the NE corner of Lot 11 of FLORADONIA SUBDIVISION, as recorded in Plat Book 1, Page 44, Public Records of Charlotte County, Florida; thence S 00°27'48" W along the E line of said Smith property and also the E line of said Lot 11, 1,326.85 ft. to an iron rod set by said registered surveyors for the SE corner of said Lot 11 in centerline of Catalpa Avenue; thence S 89°08'19" E along said centerline of Catalpa Avenue and along the S line of the N 1/2 of Section 7, 4,675.89 feet to the E 1/4 corner of said Section 7; thence S 88°40'35" E, along said centerline and along the S line of N 1/2 of Section 8, 3,406.06 feet; thence N 5,380.44 feet to a point on the N line of the S 1/2 of Section 5; thence N 89°00'36" W along said N line, 2,545.405 feet; thence N 07°47'49" W along said W line, 988.17 feet; thence N 39°33'51" W, 1,397.205 feet.; thence N 46°23'45" W, 875.12 feet to the N line of said Section 6; thence N 89°43'07" W along said N line, 3372.19 feet to Point of Beginning. LESS and except a 100 foot wide strip running northerly from the S line of the N 1/2 of Section 8 to the N line of the S 1/2 of Section 5.

And

The South 1/2 of Section 7, less the right-of-way to State Road No. 35 (U.S. Highway No. 17) along the West side and less the South 150.00 feet and also less the South 1/8 of the Northwest 1/4 of the Southwest 1/4.

Also that part of the Southwest 1/4 of Section 8, less the South 150.00 feet.

And

A part of Section 6, described as follows:

Begin at the NW corner of Section 6, thence S 89°38'49" E along the North line of said Section 6, 50 feet to the East right-of-way of U.S. Highway 17; thence S 0°30'10" W along said East right-of-way, 50 feet to Point of Beginning; thence S 89°38'33" E, 1735.61 feet; thence S 01°10'26" W, 1237.08 feet; thence S 73°23'45" E, 919.56 feet; thence S 0°37'28" E, 1116.55 feet; thence N 89°37'15" W, 2626.59 feet to the East right-of-way of U.S. Highway 17; thence N 0°30'10" E along said East right-of-way, 2,609.46 feet to Point of Beginning, all lying and being in Township 40 South, Range 24 East, Charlotte County, Florida.

LESS AND EXCEPT PARCEL 105

That portion of the Northwest quarter and the Southwest quarter of Section 6, being described as follows:

Commence at the Northwest Corner of Section 6, Township 40 South, Range 24 East; thence along the north line of said Section 6, S 89°43' 07" E, 0.39 feet to the survey base line of State Road 35 (U.S. Highway No. 17); thence along said survey base line S 00°29'34" W, 50.00 feet; thence S 89°42'41" E, 49.85 feet for a Point of Beginning, said point lying on the easterly existing right of way line of State Road 35 (U.S. Highway 17) (per deed exception, Official Records Book 836, Page 595); thence continue S 89°42'41" E, 152.35 feet; thence S 00°29'34" W, 1,533.83 feet; thence S 00°26'93" W, 1,075.70 feet; thence N 59°41'03" W, 150.74 feet to said easterly existing right of way line; thence along said existing right of way line, N 00°21'54" E, 13.93 feet to the south line of the Northwest quarter of said Section 6; thence continue along said easterly existing right-of-way line, N 00°36'22" E, 2,595.52 feet to the Point of Beginning.

Together with (Zachariah parcel):

A portion of Sections 17 & 18, being more particularly described as follows:

Beginning at the Northwest corner of said Section 17, thence South 89°12'01" East, a distance of 3670.96 feet along the North line of Section 17; thence South 00°34'08" West, a distance of 1319.39 feet; thence North 89°10'55" West, a distance of 400.63 feet; thence South 00°35'02" West a distance of 2562.50 feet; thence North 88°36'17" West, a distance of 961.33 feet; thence North 01°38'32" East, a distance of 10.23 feet; thence North 88°37'57" West, a distance of 700.15 feet; thence South 01°26'04" West, a distance of 10.00 feet; thence North 88°31'23" West, a distance of 47.79 feet; thence North 89°00'58" West, a distance of 1345.95 feet; thence North 00°20'43" West, a distance of 269.02 feet; thence North 89°09'14" West, a distance of 159.92 feet; thence North 00°14'38" West, a distance of 964.18 feet; thence North

88°49'13" West, a distance of 654.72 feet; thence South 00°09'14" East, a distance of 620.47 feet; thence South 88°53'32" West, a distance of 1425.59 feet; thence South 00°44'50" West, a distance of 628.61 feet; thence North 89°05'26" West, a distance of 53.45 feet; thence North 01°06'14" East, a distance of 9.92 feet; thence North 89°10'01" West, a distance of 308.04 feet; thence North 89°10'07" West a distance of 357.08 feet; thence North 00°34'59" East, a distance of 622.09 feet; thence North 88°53'32" West, a distance of 476.00 feet; thence North 00°06'42" West, a distance of 3268.77 feet to the North line of Section 18, Township 40 South, Range 24 East; thence South 88°29'58" East, along the North line of Section 18, a distance of 3271.22 feet to the Point of Beginning.

Less and Except the following described abandoned railroad right-of-way:

A 100 foot wide strip of land lying with Section 17, Township 40 South, Range 24 East, Charlotte County Florida, said strip of land lying 50 feet each side of the following described Centerline:

Beginning at the Northwest corner of said Section 17, Township 40 South, Range 24 East, thence South 89°12'01" East, a distance of 1568.05 feet, to the Centerline; thence South 00°12'53" West, a distance of 3855.30 feet along said Centerline to a point on the Northerly right-of-way line of State Road 764, also known as Washington Loop Road.

Together with (Ryals Parcel):

All of Section 3.

Together with portions of Sections 10, 11, and 2, more particularly described as follows:

Commencing at the Southeast corner of said Section 10, thence N 88°35'55" W, along the South line of said Section 10, a distance of 2711.65 feet to the South 1/4 corner of said Section 10; thence N 01°16'01" E, leaving said South line of Section 10, a distance of 2868.63 feet to a Point of Beginning; thence N 55°38'29" E, a distance of 813.61 feet; thence N 32°31'48" E, a distance of 1070.25 feet; thence S 72°17'21" E, a distance of 2065.42 feet; thence N 21°02'51" E, a distance of 405.77 feet; thence N 08°23'14" E, a distance of 26.47 feet; thence N 40°01'38" E, a distance of 1212.23 feet; thence N 90°00'00" E, a distance of 165.03 feet; thence N 37°31'10" E, a distance of 179.97 feet; thence N 44°14'18" E, a distance of 153.32 feet; thence N 06°13'24" E, crossing the South line of said Section 2, a distance of 474.86 feet; thence N 26°19'16" W, a distance of 1554.13 feet; thence N 78°25'26" E, a distance of 1535.88 feet; thence N 31°07'54" E, a distance of 682.02 feet; thence S 82°30'42" E, a distance of 339.94 feet; thence N 19°50'47" E, a distance of 822.67 feet; thence N 23°37'01" E, a distance of 69.24 feet; thence N 29°18'40" E, a distance of 929.37 feet; thence N 02°52'17" W, a distance of 34.64 feet; thence N 24°11'12" W, a distance of 242.50 feet; thence N 13°29'12" E, a distance of 1111.94 feet to a point on the North line of said Section 2; thence N 89°36'54" W, along said North line of Section 2, a distance of 4291.62 to the Northwest corner of said Section 2; thence S 00°09'15" W, along the West line of said Section 2, a distance of 5289.16 feet to the Southwest corner of said Section 2; thence N 88°35'55" W along the North line of said Section 10, a distance of

2711.65 feet to the North 1/4 corner of said Section 10; thence S 01°16'01" W, a distance of 2554.67 feet to the Point of Beginning.

In Township 39 South, Range 24 East, DeSoto County, Florida (DeSoto Park, LLC):

All of Section 31.

Along with:

The South 1/2 of the South 1/2 of Section 30.

Less and Except:

A portion of Section 30 & 31, being more specifically described as follows:

Commence at the Southwest corner of said Section 31, thence South 89°41'45" East along the South line of said Section 31, a distance of 50.39 feet to the East of right-of-way line of U.S. Highway #17 (100 feet wide); thence North 0°24'39" East along said East right-of-way line, a distance of 3728.32 feet to the intersection of the East right-of-way of U.S. Highway #17 and the North right-of-way of Enterprise Blvd., said point being the Point of Beginning; thence South 89°34'59" East along the North right-of-way of said Enterprise Blvd., a distance of 2138.80 feet; thence North 0°11'34" East along said right-of-way, a distance of 55.00 feet; thence South 89°34'59" East along said right-of-way, a distance of 441.24; thence North 00°11'14" East, a distance of 1524.75 feet to the North line of Section 31; thence North 00°34'13" East, a distance of 1333.50 feet to the North line of the South 1/2 of the South 1/2 of said Section 30; thence North 89°30'57" West along the North line of the South 1/2 of the South 1/2 of said Section 30, a distance of 2563.24 feet to the East right-of-way of U.S. Highway #17; thence South 00°52'15" West along said right-of-way, a distance of 1793.74 feet; thence South 00°25'15" West, along said right-of-way, a distance of 586.65 feet; thence South 00°23'47" West along said right-of-way, a distance of 535.91 feet to the Point of Beginning.

Less and Except (Tower Site):

A portion of Section 31, more specifically described as follows:

Commence at the Southwest corner of said Section 31; thence South 89°41'45" East along the South line of said Section 31, a distance of 50.39 feet to a point on the East right-of-way of U.S. Highway #17; thence North 0°24'39" East along said right-of-way, a distance of 126.12 feet; thence South 89°41'45" East, a distance of 197.83 feet to the Point of Beginning; thence continue South 89°41'45" East, a distance of 270.00 feet; thence North 0°18'15" East, a distance of 396.55 feet; thence North 89°41'45" West, a distance of 270.00 feet; thence South 0°18'15" West, a distance of 396.55 feet to the Point of Beginning.

**EXHIBIT F**  
**Rule 25-30.037(2)(k)**

**Provide a statement explaining why the transfer is in the public interest.**

The directors have been in the water and wastewater utility management, operations and maintenance related industry for numerous years bringing a level of Florida specific expertise that is not typical to private utility ownership within the State.

Gary Deremer – President: Over 29 years of Florida related water and wastewater industry experience; previous private utility ownership has included:

Holiday Utility System – Holiday, FL  
Virginia City Utility System – New Port Richey, FL  
Dixie Groves Utility System – Holiday, FL  
Colonial Manor Utility System – Holiday, FL  
Pasco Utilities, Inc. – Zephyrhills, FL

Cecil Delcher – Vice President: Over 37 years of Florida related Operations, Construction, Capital Project Management; previous private utility ownership included:

Pasco Utilities, Inc. – Zephyrhills, FL  
Colonial Manor Utility System – Holiday, FL  
D&D Wellfield Property

North Charlotte Waterworks, Inc. has secured the services of U.S. Water Services Corporation to provide contract operating services and billing and collection services. Through U.S. Water Services Corporation, both Mr. Deremer and Mr. Delcher have controlled service delivery to more than 850+ facilities within the State of Florida during their careers, including billing/collection and customer service, providing water service to more than 1,000,000 customers daily.

Currently, the shareholders of North Charlotte Waterworks, Inc. are also shareholders in the following utilities:

<u>Utility</u>	<u>Certificate No.</u>
Harbor Utility Company	522-W
Lakeside Utility Company	567-W & 494-S
LP Utility Company	620-W & 533-S
HC Utility Company	422-W & 359-S

Brevard Utility Company	002-W
Sunny Hills Utility Company	501-W & 435-S
Lake Osborne Utility Company	053-W
Jumper Creek Utility Company	667-W & 507-S
The Woods Utility Company	507-W & 441-S
Country Walk Utilities, Inc.	579-W
Raintree Waterworks, Inc.	539-W
Brendenwood Waterworks, Inc.	339-W
Lake Idlewild Utility Company	531-W

In each of these orders approving the above transfers, the Commission specifically found that the transfers were in the public interest and also determined that the buyers had demonstrated the technical and financial ability to provide service to the existing service territory.

In addition, the shareholders currently have a application for transfer of certificate pending before the Commission in Docket No. 150166-WU, Black Bear Waterworks, Inc.

Sun River Utilities, Inc. filed a Notice of Abandonment on December 10, 2015. Docket No. 150264-WS was established to process the abandonment. Subsequently, North Charlotte Waterworks, Inc. entered into an Asset Purchase Agreement (APA) with Sun River Utilities, Inc. on January 22, 2016. (Exhibit A) The closing of the sales transaction took place on February 5, 2016. (Exhibit B) Subsequently, Sun River Utilities filed a Rescission of Notice of Abandonment on February 5, 2016.

North Charlotte Waterworks worked closely with Charlotte County on this abandonment. Charlotte County was appreciative of North Charlotte's pursuit of this sale transaction in order to avoid the abandonment proceedings. In addition, North Charlotte has also been in contact with DeSoto County on this issue.

The 2012, 2013 and 2014 Annual Reports of Sun River Utilities, Inc. indicate that the utility has experienced significant net operating losses of (\$76,009), (\$57,299) and (\$55,887), respectively.

North Charlotte Waterworks, Inc. is a Florida corporation authorized to do business in Florida as of January 11, 2016. North Charlotte Waterworks has both the technical and financial wherewithal to continue quality water and wastewater service to its customers. The purchasing utility has both the technical and financial ability to make necessary repair and improvements to the water and wastewater systems and ensure the financial viability on an ongoing basis. Based on the above information on the past earnings of the utility, North Charlotte intends to file for a Staff Assisted Rate Case shortly after filing for the transfer in order to ensure the continued financial operations. The last SARC for this utility was in 2006 in Docket No. 050587-WS. Thus this utility has not had a rate case in ten (10) years.

Thus, based on the above this transfer is in the public interest; the buyer has both the technical and financial ability to continue to provide quality water and wastewater service to its customers..

## EXHIBIT G

### Rule 25-30.037(2)(k)

**A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental authority that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.**

After reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP). However, by letter dated October 8, 2015, DEP sent a letter to Sun River Utilities indicating that its September 22, 2015 samples collected exceeded the Maximum Contaminant Level (MCL) for the Radiological contaminants of Radium-226 and Radium-228 (combined). Rule 62-550.519(1), Florida Administrative Code (F.A.C.), requires a water system to initiate quarterly monitoring for both Radium-226 and Radium-228, when the combined Radium-226 and Radium-228 concentration exceeds 5 pCi/L. The letter also indicated that this water system will not be in violation of the MCL for combined Radium-226 and Radium-228, unless the running annual average concentration is greater than the MCL, in accordance with Rule 62-550.500(7)(a), F.A.C.



**EXHIBIT H**  
**Rule 25-30.037(2)(s)**

**Documentation of the utility's right to access and continued use of the land upon which the utility treatment facilities are located. Documentation of continued use shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded lease such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided that the applicant files a recorded copy within the time required in the order granting the transfer.**

Originally, Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust, and Zola M. MacLachlan, Trustee of the Zola M. MacLachlan Revocable Trust, as Lessor, and Rivers Edge Utilities, LLC, a Florida limited liability company, as Lessee, entered into that certain 99-Year Lease Agreement for Water and Wastewater Treatment Facilities dated August 28, 2003, which was recorded in the Official Records of Charlotte County, Florida at OR Book 2307, Page 331 (the "Original Lease").

Pursuant to that certain Assignment and Assumption of Lease dated December 15, 2004 and recorded in the Official Records of Charlotte County, Florida at OR Book 2605, Page 1199, Zola's Family Trust, L.P., a Pennsylvania limited partnership, successor to Zola M. MacLachlan and Marylu Fitzpatrick, Trustees of the Zola M. MacLachlan Revocable Trust, and Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust, assigned its rights and obligations under the Original Lease to Waterfront Homes of Charlotte, LLC, a Florida limited liability company ("Landlord").

Pursuant to that certain Assignment and Assumption of Lease dated December 15, 2004 and recorded in the Official Records of Charlotte County, Florida at OR Book 2605, Page 1206, Rivers Edge Utilities, LLC, a Florida limited liability company, assigned its rights and obligations under the Original Lease to MSM Utilities, LLC, a Florida limited liability company ("MSM").

The Original Lease was amended by that certain Amendment to 99-Year Lease Agreement for Water and Wastewater Treatment Facilities by and between Landlord and MSM dated January 1, 2007 ("Amendment #1").

Pursuant to that certain Purchase Agreement dated December 8, 2006, Sun River Utilities acquired all membership interests of MSM in a transaction that closed on January 5, 2007.

The Original Lease, as amended by Amendment #1, and was further amended by Amendment Two to 99-Year Lease Agreement for Water and Wastewater Treatment Facilities by and between Landlord and Assignor dated January 1, 2015. The Original Lease as amended by Amendment #1 and Amendment #2 is referred to herein as the "Lease";

Sun River Utilities entered into Amendment "2" on November 10, 2014, which was made effective on January 1, 2015 for a one (1) year period, with three successive three (3) one-year renewal options after the expiration period. Sun River Utilities gave notification on October 5, 2015 that it would like to exercise the extension. Also, Sun River Utilities notified the land owner (Lessor) that it would like to discuss a 99-year lease on the land. The Lessor did not respond.

North Charlotte was assigned this lease agreement; however the utility is aware that this short term lease is not in compliance with PSC Rule No. 25-30.037(2)(s), Florida Administrative Code. North Charlotte has attempted numerous times to contact the Lessor to discuss the importance and necessity of a long term lease or easement of the land. To date, these contacts have not been responded to. North Charlotte will continue to pursue this issue. However, due to the abandonment filed by Sun River and the necessity to move forward with the purchase, North Charlotte had no alternative then to proceed with the closing. North Charlotte respectfully requests the assistance of the Public Service Commission on this issue.

file

★ #209  
Olmsted  
& Wilson

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REC 55.50 Index 3.00

99-YEAR LEASE AGREEMENT  
FOR  
WATER AND WASTEWATER TREATMENT FACILITIES

This 99-Year Lease for water and wastewater treatment facilities (the "Lease") is made and entered into between Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust and Zola M. MacLachlan, Trustee of the Zola M. MacLachlan Revocable Trust (the "Lessor") and Rivers Edge Utilities, LLC (the Lessee), dated as of the 2<sup>nd</sup> day of August, 2003.

RECITALS

1. Lessor is the owner of the real property in Charlotte County, Florida operated as The Oaks at Rivers Edge located at 1601 Hunter Creek Drive, Punta Gorda, Florida 33982.
2. Lessee is the owner of certain water facilities including a water treatment plant, two water wells, six storage tanks, a transmission and distribution system (the "Water Plant") and certain wastewater facilities including wastewater collection mains, transmission facilities, pumping stations, a treatment plant and disposal system (the "Wastewater Treatment Plant"). The Water Plant and the Wastewater Treatment Plant are sometimes hereafter collectively referred to as the "Systems". The Systems are located within the boundaries of the water and wastewater certificated area granted by the Florida Public Service Commission and service. Lessee's service area is more particularly described as Township 40 South, Range 23 East, Section 12, The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And That portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch Creek. And The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And Township 40 South, Range 23 East, Section 11, All of Government Lot 5, lying South of Lee Branch Creek in Section 11, Township 40 South, Range 23 East. And The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying East of Hunters Creek.
3. The Leased Premises upon which the water and wastewater treatment facilities, the well, the effluent pond and the spray fields are located within The Oaks at Rivers Edge are more particularly described as the NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (WATER AND SEWER PLANT, Parcel I.D. Number 0070972-000100-6, 2.5 acres more or less);

THIS INSTRUMENT PREPARED BY  
REGULATORY CONSULTANTS, INC.  
C/O OLMSTED & WILSON, P.A.  
18501 MURDOCK CIRCLE, SUITE 101  
PORT CHARLOTTE, FL 33948

IMAGED  
MC

12

And The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (POND, Parcel I.D. Number 0070973-000000-6, 2.5 acres more or less);

And TRACT 3 of unrecorded Plat of PUNTA GORDA RANCHES, being more particularly described as: Commence at the NE Corner of the NW 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 3°04'30" East along the Westerly right of way of A.C.L.R.R., 1573.36 feet for a Point of Beginning; thence continue North 3°04'30" East 360.32 feet; thence North 88°25'30" West 606.14 feet; thence South 0°16'35" West 360.0 feet; thence South 88°25'30" East 588.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (SPRAYFIELD, Parcel I.D. Number 0070966-000100-4, 4.94 acres more or less);

And TRACT 4 of unrecorded Plat of PUNTA GORDA RANCHES, being more particularly described as: Commence at the NE corner of the NW 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'40" East, along the Westerly right of way of A.C.L.R.R., 1203.04 feet for a point of Beginning; thence continue North 3°04'30" East, 370.32 feet; thence North 88°25'30" West, 588.45 feet; thence South 0°16'35" West, 370.0 feet; thence South 88°25'30" East, 570.27 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (SPRAYFIELD, Parcel I.D. Number 0070966-000000-5, 4.92 acres more or less)

4. Lessor has agreed to lease the Leased Premises to Lessee pursuant to a Lease Agreement, the terms of which grant Lessee the right to lease the Leased Premises from Lessor; to grant a separate non-exclusive perpetual easement and rights of way through, under, over, on and across The Oaks to patrol, inspect, alter, improve, repair, rebuild, remove, replace, construct, reconstruct, operate and maintain Systems and other attachment, fixtures, equipment, and accessories desirable in connection therewith over, under, through, upon and across The Oaks at such places, streets, parcels and lots as may be necessary for efficient delivery of utility services to all occupants in The Oaks, and to assign such existing easements to Lessee as may be necessary for the foregoing purposes.
5. Lessor acknowledges that Lessee is the sole and exclusive provider of water and wastewater utility service to The Oaks and Lessee acknowledges that it is capable of providing utility services to the residents and the common areas of The Oaks.
6. Lessor and Lessee desire to set forth herein the terms and conditions under which the Lessee shall be granted the sole and exclusive right to use the Leased Premises to operate and maintain the Systems so that Lessee can continue to provide water and wastewater utility services to the residents of The Oaks.

7. The Parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement.

ACCORDINGLY, for and in consideration of the sum of Ten (\$10.00) Dollars, the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **AGREEMENT TO LEASE.** Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases the Leased Premises exclusively to Lessee and Lessee does hereby hire and take the Leased Premises from Lessor.
2. **TERM.** To have and to hold for a term of ninety-nine (99) years, unless sooner terminated, as provided hereinbelow. The term of this lease shall commence on the date on which the last of the parties executes the Agreement below ("Effective Date") and shall expire ninety-nine (99) years from that date.
3. **RENTAL.** The rent reserved under this Agreement shall be as follows:
  - (a) Annual rental of \$3,600.00 per year, payable in equal monthly installments of \$300.00 per month, payable the first day of each month.
  - (b) The annual rental amounts in subparagraph (a) above shall increase based upon the Consumer Price Index (as hereinafter defined) commencing on the thirty-seventh (37) month from the date of this Agreement. Every three (3) years thereafter, rental amounts shall be increased to an amount equal to the increase in the Consumer Price Index which shall be determined every three (3) years and paid at the new rental rate adjusted by the cumulative increase over the prior three (3) years. "Consumer Price Index" shall mean the Consumer Price Index which is presently designed as the United States City Average for All Urban Consumers, All Items, with a base period equaling 100 in 1982-84. In the event the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index chosen by Lessor as a comparable and recognized index of the purchasing power of the United States consumer dollar published the United States Department of Labor or other governmental agency.
  - (c) Real estate taxes (both ad valorem taxes and non ad valorem taxes) and special assessments, if any, shall be paid by Lessee.
  - (d) Personal property taxes on the Systems, and necessary license and occupational fees, insurance, repair, maintenance and compliance costs for the Systems shall be paid by Lessee.

4. **CONDITION OF PREMISES.** The Premises are leased subject to any and all conditions that an accurate examination of the Premises would disclose, Lessee agreeing to indemnify Lessor against any and all claims for personal injury or property damage to Lessee's property caused by any defects in the Premises.
5. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, now encumbering the Premises, or which Lessor may at any time place against the Premises. Lessee agrees to execute such documents as may be requested by any mortgagee to evidence the subordination contained herein; provided, however, that as a condition of such subordination, the holder of such mortgage shall be required to agree with Lessee that, notwithstanding the foreclosure of such mortgage, Lessee's occupancy of the Premises shall not be disturbed so long as Lessee is not in default hereunder and attorns to such Mortgagee and agrees to perform all obligations owed to Lessor hereunder for the benefit of such Mortgagee.
6. **REPAIR OF PREMISES.** Lessee will keep the Premises in a clean and sanitary condition during the term of this Lease and any renewal terms, at Lessee's expense, and will comply with all governmental ordinances and directions of proper public officers in connection with such maintenance during the term of this Lease.
7. **NET LEASE.** It is the intent of Lessor and Lessee that this Lease be a "Triple Net Lease", meaning that Lessee shall be responsible for the payment of all insurance, utilities, repairs, maintenance, replacement, sales and use taxes, property taxes and charges and impositions relative to the Premises and/or Lessee's use and occupancy thereof, except that Lessee shall not be responsible for the payment of any mortgages or other liens placed upon the premises by Lessor nor for the payment of any income taxes of Lessor.
8. **ALTERATIONS BY LESSEE.** Lessor agrees that Lessee may make, at its own expense, any alterations, repairs, replacements or additions to the improvements on the Premises, provided:
  - (a) Lessee shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules, regulations and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of Fire Insurance Underwriters; and,
  - (b) The Premises shall at all times be kept free and clear of all mechanic's, materialmen's, labor or other liens or claims of liens, and Lessee agrees to indemnify and save harmless Lessor from all claims, demands and liability, including damage to person or property arising out of or in connection with any such work; and,

Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the Premises or to any buildings or improvements thereon or to any part thereof. Pursuant to Florida Statute §713.10, it is the intent of the parties hereto that Lessor's interest in the Premises shall not be subject to any liens filed because of Lessee's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises.

9. **UTILITIES.** Lessee shall pay for all utility services supplied to the Premises for the benefit of Lessee and shall pay all charges for the collection of refuse from the Premises.
10. **LICENSES, FEES AND TAXES.** Lessee shall pay all state, county, municipal, occupational or other licenses, fees and taxes which may be imposed upon the business or occupation of Lessee conducted on or from the Premises and shall pay any tax imposed by the State of Florida on rentals. Lessee covenants to promptly pay when due all real property taxes and tangible personal property taxes relating to the Premises. If the term hereof shall end before rendition of a tax bill for such year, Lessee will pay to Lessor Lessee's pro-rata portion of such taxes based upon the assessments for the prior year.
11. **USE.** The Premises may be used for any and all legal purposes so long as such use does not change the character of the Premises. Except as hereinafter provided, Lessee shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances, in or upon, or connected with, Lessee's use of the Premises. Lessee will not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void.

In the event Lessee contaminates the Premises or any adjacent property with hazardous waste in connection with its use of the Premises, Lessee agrees to hold harmless and indemnify Lessor, and Lessor's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including attorneys' fees, paralegals' fees, legal assistants' fees and costs, and against all liability, losses and damages of any nature whatsoever, that Lessor may at any time sustain by reason of any such contamination.

12. **REPRESENTATIONS OF LESSOR.** Lessor represents that as of the Commencement Date, the Premises complies with all applicable laws, ordinances, statutes, regulations, orders, rules and restrictions relating thereto (the "Applicable Laws"), and that the Premises and the existing and prior uses thereof (including any uses by its former Lessees) has not prior to the Commencement Date and does not currently violate the provisions of any Applicable Laws relating thereto. If the Premises at any time fails to be in compliance with the Applicable Laws based upon the actions or inactions of Lessor prior to the Commencement Date, Lessee shall notify Lessor of such lack of compliance

and, within seven (7) days of such notice, Lessor shall take all necessary measures to bring the Premises into compliance with the Applicable Laws.

13. **INSURANCE.** At all times subsequent to the commencement date of the term of this Lease and during the full term, Lessee shall keep the Premises covered, at Lessee's sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance.

All insurance required to be maintained by Lessee shall be effected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in Florida and of recognized responsibility satisfactory to Lessor. Within fifteen (15) days after the commencement of the term of this Lease, Lessee shall promptly deliver to Lessor the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Lessee and Lessor shall be furnished with satisfactory evidence of such payment.

All policies of insurance required to be maintained by Lessee shall name Lessee and Lessor as the insureds as their respective interests may appear.

14. **DESTRUCTION BY CASUALTY.** In the event of damage or destruction to the Premises, or any portion thereof, by fire or other cause, Lessee shall have the option to repair or restore the same, as the case may be, at Lessee's expense, or to terminate this Lease. If termination is elected, the provisions of Section 29 hereof shall become applicable.
15. **CONDEMNATION.** In the event that any portion of the Premises or all of the Premises are taken under condemnation proceedings, or by sale under threat of condemnation, Lessee shall have no right to any portion of the condemnation award, except for Lessee's utility property (as discussed herein). If the portion of the Premises taken is such that Lessee is not materially affected in the conduct of Lessee's business, then this Lease shall continue in full force and effect with no abatement of the obligations of Lessee hereunder as though such property was not taken. If, on the other hand, the taking of a portion of the Premises is such as to materially affect the conduct of Lessee's business, then and in that event, Lessee shall have the right to terminate this Lease, subject to the provisions of an equitable abatement of rent hereunder.
16. **ENTRY UPON PREMISES.** Lessee agrees that Lessor may at any reasonable time or times during the business hours of Lessee, enter upon the Premises for the purpose of inspecting the same, or to make necessary repairs where Lessor is obligated to make such repairs or where Lessee is delinquent in making repairs it is obligated to make.
17. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not sublet the Premises or assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld.



Notwithstanding anything stated above, Lessee shall at all times during the term hereof have the right without having to obtain Lessor's prior approval therefor to assign this Lease or to sublease all or any portion of the Premises to (i) any Affiliate (defined below) of Lessee, any successor entities or persons by virtue of merger, consolidation, liquidation, reorganization or other operation of law; (ii) to the purchaser (or an Affiliate of the purchaser) of any material portion of the assets of Lessee, or any portion of the business conducted by Lessee at the Premises (however, Lessee shall at all times remain responsible for the payment of the Rent hereunder); (iii) any partnership or joint venture in which Lessee or an Affiliate of Lessee is a partner or a joint venturer that actively participates in the business thereof; and (iv) any entity occupying space in the Premises principally for the purpose of providing services to Lessee or its Affiliates. As used in this Lease, the Term "Affiliate" shall mean (i) any person or entity controlling, controlled by or under common control with Lessee, or (ii) any person or entity controlling, controlled by or under common control with Lessee's parent or any subsidiary of any tier of Lessee's parent. "Control" as used herein means the power, directly or indirectly, to direct or cause the direction of the management and policies of the controlled person or entity. The ownership, directly or indirectly, of at least 51% of the voting securities of, or the possession of the right to vote in the ordinary direction of its affairs at least 51% of the voting interest in, any person or entity shall be presumed to constitute such control.

18. **COVENANTS AS TO BREACH AND REMEDIES.** In addition to default by Lessee in any of Lessee's promises or covenants hereunder, either, (a) the appointment of a receiver to take possession of all, or substantially all, of Lessee's property, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall also constitute a breach of this Lease by Lessee.

In the event of breach of this Lease by Lessee, if Lessee has not cured such default within 14 days of Lessee's receipt of written notice from Lessor describing such default, or in the event of renunciation of this Lease by Lessee before the expiration of the term hereof, Lessor may:

- (a) Treat this Lease as terminated and resume possession of the Premises, having immediate right of reentry, and may remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee; or
- (b) Lessor may retake possession of the Premises for the account of Lessee and relet the Premises; or,
- (c) Lessor may stand by and do nothing and shall have the right to sue Lessee for any sums or obligations due hereunder.

No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless written notice of such intention be given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction.

In the event Lessee defaults or breaches any of the terms, conditions or promises of Lessee herein contained, and Lessor is put to the necessity of employing an attorney in order to collect any sum or sums of money which may be due by reason of such default, or otherwise take such steps or legal action as may be necessary to enforce such terms, conditions or promises, then Lessee agrees to pay reasonable attorneys' fees, paralegals' fees, legal assistants' fees and court costs and expenses in connection therewith.

19. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS.** In the event Lessor shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Lessee to perform one or more of the covenants herein contained to be kept and performed by Lessee, then in such event, the sum or sums so paid by Lessor, together with all interest, expense or obligations incurred by Lessor, shall be considered as additional rent and shall be due and payable from Lessee to Lessor.
20. **NOTICES.** All notices to be given to Lessee shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed to Lessee at 1601 Hunter Creek Drive, Punta Gorda, FL 33982. Notices and rental payments hereunder to be given to Lessor shall be given in a like manner and addressed to Lessor at 29000 Tamayo Drive, Punta Gorda, FL 33982 or such other address as Lessor shall hereafter designate in writing. Notice shall be deemed to have been given upon receipt if given by personal delivery or three (3) days after deposit in the mail if mailed.
21. **WAIVER.** In the event Lessor does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies that Lessor shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Lease.
22. **SUCCESSORS AND ASSIGNS.** The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.
23. **INVALIDITY OF ANY PROVISIONS.** If any term, covenant, condition or provision of this Lease shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby but shall remain in full force and effect.
24. **MISCELLANEOUS.** The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever

applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.

25. **HAZARDOUS SUBSTANCES.** Lessee shall indemnify, protect and hold harmless Lessor and each of its respective subsidiaries from and against all costs and damages incurred by Lessor in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) the operations of the Lessee after the Commencement Date and (ii) the activities of third parties affiliated with Lessee or invited on the Premises by Lessee. Lessor shall indemnify, protect and hold harmless Lessee and each of its respective subsidiaries from and against all costs and damages incurred by Lessee in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) any activity or action by any party prior to the Commencement Date, (ii) the condition of the Premises prior to the Commencement Date, including any future manifestations of such conditions, or (iii) the activities of Lessor or the activities of any third party not affiliated with Lessee and not invited on the Premises by Lessee. Each party agrees that such party will promptly give written notice to the other party of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any hazardous substance or environmental law of which such party has actual notice.
26. **REQUIRED STATEMENT.** Florida Statute §404.056(7) requires the following statement to be included in this Lease: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
27. **WAIVER OF JURY TRIAL.** Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and/or claim of injury or damage.
28. **RELATIONSHIP OF THE PARTIES.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between Lessor and Lessee; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of Lessor and Lessee shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

29. **OBLIGATIONS OF LESSEE ON TERMINATION.** Lessee agrees that upon the termination of this Lease for whatever reason, either upon the completion of the term hereof or otherwise, it will, at its sole cost and expense, (i) cause the water and wastewater treatment plants situated on the Premises and all percolation ponds, drainfields and other components of the utility system situated on the Premises (but exclusive of lines and laterals which are underground) to be decommissioned in accordance with all applicable regulations of the Florida Department of Environmental Protection, Sarasota County and any other state or federal agency having jurisdiction; (ii) remove all equipment, fixtures and personalty from any structures on the Premises.
30. **QUIET ENJOYMENT.** Lessor covenants that it now has good title to the Premises, free and clear of all liens and encumbrances. Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.
31. **LIABILITY.**
- (a) Lessee shall be liable to Lessor for and shall indemnify and hold harmless Lessor and Lessor's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessee or Lessee's partners, venturers, directors, officers, agents, employees, or by any breach, violation or non-performance of any covenant of Lessee under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease by Lessor or Lessor's partners, venturers, directors, officers, agents, or employees. If any action or proceeding should be brought by or against Lessor in connection with any such liability or claim, Lessee, on notice from Lessor, shall defend such action or proceeding, at Lessee's expense, by or through attorneys reasonably satisfactory to Lessor.
- (b) Lessor shall be liable to Lessee for and shall indemnify and hold harmless Lessee and Lessee's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessor or Lessor's partners, venturers, directors, officers, agents, or employees, or by any breach, violation or non-performance of any covenant of Lessor under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this

GUARANTY OF PERFORMANCE

For valuable consideration, the undersigned irrevocably and unconditionally guarantees to Lessor the full, faithful and punctual performance by Lessee of all of Lessee's covenants and agreements contained in this Lease, or any extensions or renewals thereof, and agrees that any extensions, postponements, either of payment or enforcement, waivers, releases of any rights against any party, or releases of any security shall not affect the undersigned's absolute and unconditional liability hereunder. Demand, notice of default or of nonpayment, and all suretyship defenses whatsoever are hereby waived.

Dated, signed, sealed, and delivered as of the date set forth below.

WITNESSES:

[Signature]  
[Signature]

Zola MacLachlan and Janice Fader,  
successor Trustees of the Ernest E.  
MacLachlan Revocable Trust and  
Zola M. MacLachlan, Trustee of the  
Zola M. MacLachlan Revocable Trust

By: [Signature]  
As its: [Signature]

Date of Execution: 8/28/07

BY: Janice Fader Trustee  
JANICE FADER, TRUSTEE

Rivers Edge Utilities, LLC

WITNESSES:

[Signature]  
[Signature]

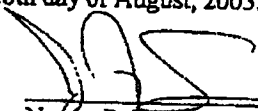
By: Janice Fader  
As its: Member/Manager

Date of Execution: 9/2/07

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

THE FOREGOING instrument was sworn to and subscribed before me this 28th day of August, 2003, by ZOLA M. MacLACHLAN, and JANICE FADER, successor Trustees of the ERNEST E. MacLACHLAN REVOABLE TRUST, and ZOLA M. MacLACHLAN, Trustee of the ZOLA M. MacLACHLAN REVOCABLE TRUST, to me personally known.

WITNESS my hand and seal this 28th day of August, 2003.

  
\_\_\_\_\_  
Notary Public




Ida Jaye Spencer  
Commission # DD 026200  
Expires June 25, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

THE FOREGOING instrument was sworn to and subscribed before me this 2nd day of September, 2003, by JANICE FADER, as a Member/Manager of HUNTER CREEK UTILITIES, LLC., to me personally known.

WITNESS my hand and seal this 2nd day of September, 2003.

  
\_\_\_\_\_  
Notary Public



Ida Jaye Spencer  
Commission # DD 026200  
Expires June 25, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

4  
9 of 2004  
This instrument prepared  
David E. Olmsted  
Olmsted & Wilson, P.A.  
17801 Murdock Circle, Suite A  
Port Charlotte, FL 33948



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### ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease, made as of the 15<sup>th</sup> day of December, 2004, by and between ZOLA'S FAMILY TRUST, L.P., a Pennsylvania limited partnership, successor to ZOLA M. MacLACHLAN and MARYLU FITZPATRICK, Trustees of the ZOLA M. MacLACHLAN REVOCABLE TRUST dated August 9, 1994, and ZOLA MacLACHLAN and JANICE FADER, successor Trustees of the ERNEST E. MacLACHLAN REVOCABLE TRUST dated August 9, 1994, ("Assignor") and WATERFRONT HOMES OF CHARLOTTE, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Land Contract, as Amended, whereby Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor's right, title, and interest in and to a certain parcel of real estate located in Charlotte County, Florida ("the Premises"), as the same is more fully described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, a portion of said Premises is subject to a 99-Year Lease Agreement for Water and Wastewater Treatment Facilities dated September 5, 2003, (the "Lease"), said Lease having been recorded in Official Records Book 2307, Page 331, of the Public Records of Charlotte County, Florida; and,

WHEREAS, Assignor is the Lessor in said Lease, and wishes to assign its rights and obligations as Lessor to Assignee; and,

WHEREAS, simultaneously with the execution of this Assignment, the Lessee in said Lease, RIVERS EDGE UTILITIES, LLC, is assigning its Interest to MSM UTILITIES, LLC, and the execution of this Agreement by Assignor and Assignee constitutes their consent to said assignment.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all of Assignor's right, title, and interest as Lessor in and to the Lease subject to all encumbrances and restrictions effecting Assignor's interest in the Premises and in the Lease, and Assignee does hereby accept said assignment and agrees to be bound by, and to perform, all duties and obligations of Lessee under the terms and provisions of the Lease. Assignee releases Assignor from liability for all obligations under the Lease and indemnifies Assignor from all liability arising after the date hereof.

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02605  
PGS 1199-1205 (7 Pg(s))  
FILE NUMBER 1310707  
RECORDED 12/22/2004 04:46:19 PM  
RECORDING FEES 61.00  
INDEX FEES 4.00

IMAGED IN MURDOCK

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease under seal as of the day and year first above written.

Signed in the presence of:


ZOLA'S FAMILY TRUST, L.P., a  
Pennsylvania limited partnership

  
Witness: David E. Olmsted

By:   
MARYLU FITZPATRICK, General Partner

  
Witness: Diane M. Ricciardi

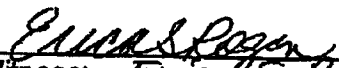
  
Witness: David E. Olmsted

  
JANICE FADER, Successor Trustee of  
the ERNEST E. MacLACHLAN TRUST  
dated 8/9/1994

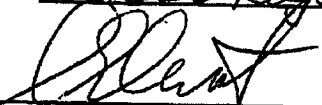
  
Witness: Diane M. Ricciardi

Signed in the presence of:

WATERFRONT HOMES OF  
CHARLOTTE, LLC., A Florida  
limited liability company

  
Witness: Erica S. Rogan

By:   
BEN J. MALTESE, Managing Partner

  
Witness: David E. Olmsted



STATE OF FLORIDA  
COUNTY OF CHARLOTTE

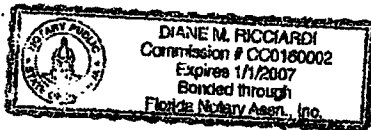
The foregoing was acknowledged before me this 15<sup>th</sup> day of December, 2004, by MARYLU FITZPATRICK, as General Partner of ZOLA'S FAMILY TRUST, L.P., a Pennsylvania limited partnership, who is personally known to me, or who produced \_\_\_\_\_ as identification.



Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15<sup>th</sup> day of Dec, 2004, by JANICE FADER, successor Trustee of the ERNEST E. MacLACHLAN REVOCABLE TRUST, who is personally known to me, or who produced \_\_\_\_\_ as identification.




Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15<sup>th</sup> day of December, 2004, by BEN J. MALTESE, Managing Partner of WATERFRONT HOMES OF CHARLOTTE, LLC., a Florida limited liability company, who is personally known to me, or who produced \_\_\_\_\_ as identification.



David E. Olmedo  
MY COMMISSION # DD039966 EXPIRES  
August 23, 2005  
BONDED THRU TROY FARM INSURANCE, INC.



Notary Public  
My Commission Expires:

Signed in the presence of:

*Dona C. Hamilton*  
Witness: *Shane C. Dempsey*

*Zola MacLachlan*  
ZOLA MacLACHLAN, Successor  
Trustee of the ERNEST E. MacLACHLAN  
TRUST dated 8/9/1994

*Lynette R. Malley*  
Witness: *Lynette R. Malley*

STATE OF PENNSYLVANIA  
COUNTY OF WASHINGTON

The foregoing was acknowledged before me this 13<sup>th</sup> day of December, 2004, by ZOLA MacLACHLAN, successor Trustee of the ERNEST E. MacLACHLAN REVOCABLE TRUST, who is personally known to me, or ~~who produced~~ as identification.



*Dona C. Hamilton*  
Notary Public  
My Commission Expires:  
Notary Seal September 25, 2005

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dona C. Hamilton, Notary Public  
North Franklin Twp., Washington County  
My Commission Expires Sept. 25, 2005  
Member, Pennsylvania Association of Notaries

## EXHIBIT "A"

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070972-000100-6).

AND

The Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070973-000000-6).

AND

The Northwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, and that portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch, and all of government Lot 5, lying South of Lee Branch, Section 11, Township 40 South, Range 23 East, Charlotte County, Florida; LESS portion platted as Hunter Creek Village Phase I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (I.D. Nos. 0070873-000500-2, 00708893-001000-1, and 0070893-001500-6).

### LESS AND EXCEPT:

All that tract or parcel of land lying in Government Lot 5, Section 11, and Government Lot 2, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows: Commencing at the Southeast corner of Government Lot 2, Section 12, Township 40 South, Range 23 East, run North 0°14'00" East, 657.38 feet to a concrete monument; thence North 88°46'30" West, 329.75 feet to a concrete monument; said monument lying on the Northerly right-of-way line of the Florida Power and Light Company easement; thence North 85°35'12" West along the Northerly right-of-way line of Florida Power and Light Company, 980 feet to an iron pin and the Point of Beginning; thence continue North 85°35'12" West along said right-of-way line 353.00 feet, plus or minus, to its point of intersection with the mean high water line of Hunter Creek Village Phase I; thence in a Northeasterly direction following the meanderings of the mean high water line of Hunter Creek Village Phase I, 485.0 feet, plus or minus, to its point of intersection with a line running North 4°24'43" East, from the Point of Beginning; thence South 4°24'43" West, 322.00 feet, plus or minus, to an iron pin and the Point of Beginning; together with 10 feet along and adjacent to the Southerly boundary of said property; said 10 foot strip constituting a portion of the easement described in O.R. Book 372, Page 403, Public Records of Charlotte County, Florida.

AND LESS AND EXCEPT:

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

Tract B, and that portion of Lake Quail, all as shown on the plat of HUNTER CREEK VILLAGE PHASE I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (Tax I.D. Nos. 0086591-000380-4 and 0086591-000384-0).

AND

Tract 3 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North  $88^{\circ}25'30''$  West along the North line of said Section 13, 293.0 feet; thence North  $03^{\circ}04'30''$  East along the Westerly right-of-way of A.C.L.R.R., 1573.36 feet for a Point of Beginning; thence continue North  $03^{\circ}04'30''$  East, 360.32 feet; thence North  $88^{\circ}25'30''$  West 606.14 feet; thence South  $0^{\circ}16'35''$  West 360.0 feet; thence South  $88^{\circ}25'30''$  East, 588.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000100-4).

AND

Tract 4 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North  $88^{\circ}25'30''$  West along the North line of said Section 13, 293.0 feet; thence North  $03^{\circ}04'30''$  East along the Westerly right-of-way of A.C.L.R.R., 1203.04 feet for a Point a Beginning; thence continue North  $03^{\circ}04'30''$  East, 370.32 feet; thence North  $88^{\circ}25'30''$  West, 588.45 feet; thence South  $0^{\circ}16'35''$  West, 370.0 feet; thence South  $88^{\circ}25'30''$  East, 570.27 feet to the Point of beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000000-5).

AND

The South 30 feet of Lot 18, and the North 30 feet of Lot 19, PINBHURST SUBDIVISION, a subdivision according to the plat thereof as recorded in Plat Book 8, Page 10, of the Public Records of Charlotte County, Florida (Tax I.D. No. 0090841-000500-9).

AND

Tract 11 – Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East; thence North  $0^{\circ}16'35''$  East, 1315.21 feet for a Point of Beginning; thence continue North  $0^{\circ}16'35''$  East, 438.40 feet; thence

South 88°25'30" East, 511.21 feet; thence South 0°16'35" West, 438.40 feet; thence North 88°35'30" West, 511.21 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070967-000000-4).

AND

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070981-000500-1),

LESS AND EXCEPT the right-of-way for a public highway along the East side of said land, and

LESS AND EXCEPT the right-of-way for a public road along the north line of said land, and

LESS AND EXCEPT the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said section 13, North 88°26'45" West, 45.15 feet to the westerly maintained right-of-way line of State Road 35 (U.S. 17) for a Point of Beginning; thence along said westerly maintained right-of-way line South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 feet; thence North 00°23'35" East, 330.28 feet to said North boundary of Section 13; thence along said North boundary South 88°26'45" East, 8.00 feet to the Point of Beginning.

TOGETHER WITH access over the public right-of-way as shown on the plat of Hunter Creek Village, Phase I, as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida, as originally established by instruments recorded in O.R. Book 551, Page 1357, O.R. Book 551, Page 1359, O.R. Book 568, Page 1347, O.R. Book 612, Page 1945, and O.R. Book 626, Page 1414, all of the Public Records of Charlotte County, Florida.

1244 - #2  
DIMS

**ASSIGNMENT AND ASSUMPTION OF LEASE**

This Assignment and Assumption of Lease, made as of the 15<sup>th</sup> day of NOV, 2004, by and between RIVERS EDGE UTILITIES, LLC, a Florida limited liability company ("Assignor"), and MSM UTILITIES, LLC, a Florida limited liability company ("Assignee").

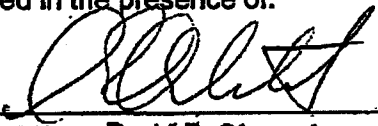
WHEREAS, Assignor operates a Water and Wastewater Treatment Facility, which facility is located on certain real property subject to 99-Year Lease Agreement for Water and Wastewater Treatment Facilities dated September 5, 2003, (the "Lease"), said Lease having been recorded in Official Records Book 2307, Page 331, of the Public Records of Charlotte County, Florida, and in which Lease Assignor is the Lessee; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the rights and obligations of Lessee under said Lease, and the Lessor of said Lease has consented to the assignment.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all of Assignor's right, title, and interest as Lessee in and to the Lease subject to all encumbrances and restrictions affecting Assignor's interest in the Premises and in the Lease, and Assignee does hereby accept said assignment and agrees to be bound by, and to perform, all duties and obligations of Lessee under the terms and provisions of the Lease. Assignee releases Assignor from liability for all obligations under the Lease and indemnifies Assignor from all liability arising after the date hereof.


IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease under seal as of the day and year first above written.

Signed in the presence of:

  
Witness: David E. Olmsted

  
Witness: Diane M. Ricciardi

RIVERS EDGE UTILITIES, LLC., a  
Florida limited liability company

By:   
MARYLU FITZPATRICK, Manager

By:   
JANICE FADER, Manager

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02605  
PGS 1206-1210 (5 Pg(s))  
FILE NUMBER 1310708  
RECORDED 12/22/2004 04:46:19 PM  
RECORDING FEES 44.00

IMAGED IN MURDOCK

Signed in the presence of:

MSM UTILITIES, LLC., a  
Florida limited liability company

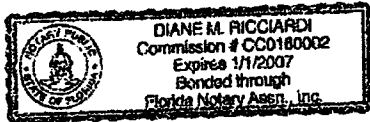
Eric S. Regan  
Witness: Eric Regan

By: B. J. Maltese  
BEN J. MALTESE, Managing Partner

David E. Olmsted  
Witness: David E. Olmsted

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15<sup>th</sup> day of April, 2004, by MARYLU FITZPATRICK and JANICE FADER, as Managers of RIVERS EDGE UTILITIES, LLC., a Florida limited liability company, who are personally known to me, or who produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15<sup>th</sup> day of December, 2004, by BEN J. MALTESE, Managing Partner of MSM UTILITIES, LLC., a Florida limited liability company, who is personally known to me, or who produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My Commission Expires:

THIS INSTRUMENT PREPARED BY:  
David E. Olmsted  
Olmsted & Wilson, P.A.  
17801 Murdock Circle, Suite A  
Port Charlotte, FL 33948



David E. Olmsted  
MY COMMISSION # DD85966 EXPIRES  
August 23, 2005  
BONDED THROUGH LIBERTY FAIR INSURANCE, INC.

## EXHIBIT "A"

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070972-000100-6).

AND

The Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070973-000000-6).

AND

The Northwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, and that portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch, and all of government Lot 5, lying South of Lee Branch, Section 11, Township 40 South, Range 23 East, Charlotte County, Florida; LESS portion platted as Hunter Creek Village Phase I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (I.D. Nos. 0070873-000500-2, 00708893-001000-1, and 0070893-001500-6).

### LESS AND EXCEPT:

All that tract or parcel of land lying in Government Lot 5, Section 11, and Government Lot 2, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows: Commencing at the Southeast corner of Government Lot 2, Section 12, Township 40 South, Range 23 East, run North 0°14'00" East, 657.38 feet to a concrete monument; thence North 88°46'30" West, 329.75 feet to a concrete monument; said monument lying on the Northerly right-of-way line of the Florida Power and Light Company easement; thence North 85°35'12" West along the Northerly right-of-way line of Florida Power and Light Company, 980 feet to an iron pin and the Point of Beginning; thence continue North 85°35'12" West along said right-of-way line 353.00 feet, plus or minus, to its point of intersection with the mean high water line of Hunter Creek Village Phase I; thence in a Northeasterly direction following the meanderings of the mean high water line of Hunter Creek Village Phase I, 485.0 feet, plus or minus, to its point of intersection with a line running North 4°24'43" East, from the Point of Beginning; thence South 4°24'43" West, 322.00 feet, plus or minus, to an iron pin and the Point of Beginning; together with 10 feet along and adjacent to the Southerly boundary of said property; said 10 foot strip constituting a portion of the easement described in O.R. Book 372, Page 403, Public Records of Charlotte County, Florida.

AND LESS AND EXCEPT:



The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

Tract B, and that portion of Lake Quail, all as shown on the plat of HUNTER CREEK VILLAGE PHASE I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (Tax I.D. Nos. 0086591-000380-4 and 0086591-000384-0).

AND

Tract 3 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1573.36 feet for a Point of Beginning; thence continue North 03°04'30" East, 360.32 feet; thence North 88°25'30" West 606.14 feet; thence South 0°16'35" West 360.0 feet; thence South 88°25'30" East, 588.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000100-4).

AND

Tract 4 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1203.04 feet for a Point a Beginning; thence continue North 03°04'30" East, 370.32 feet; thence North 88°25'30" West, 588.45 feet; thence South 0°16'35" West, 370.0 feet; thence South 88°25'30" East, 570.27 feet to the Point of beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000000-5).

AND

The South 30 feet of Lot 18, and the North 30 feet of Lot 19, PINEHURST SUBDIVISION, a subdivision according to the plat thereof as recorded in Plat Book 8, Page 10, of the Public Records of Charlotte County, Florida (Tax I.D. No. 0090841-000500-9).

AND

Tract 11 – Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East; thence North 0°16'35" East, 1315.21 feet for a Point of Beginning; thence continue North 0°16'35" East, 438.40 feet; thence

South 88°25'30" East, 511.21 feet; thence South 0°16'35" West, 438.40 feet; thence North 88°35'30" West, 511.21 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070967-000000-4).

AND

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070981-000500-1),

LESS AND EXCEPT the right-of-way for a public highway along the East side of said land, and

LESS AND EXCEPT the right-of-way for a public road along the north line of said land, and

LESS AND EXCEPT the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said section 13, North 88°26'45" West, 45.15 feet to the westerly maintained right-of-way line of State Road 35 (U.S. 17) for a Point of Beginning; thence along said westerly maintained right-of-way line South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 feet; thence North 00°23'35" East, 330.28 feet to said North boundary of Section 13; thence along said North boundary South 88°26'45" East, 8.00 feet to the Point of Beginning.

TOGETHER WITH access over the public right-of-way as shown on the plat of Hunter Creek Village, Phase I, as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida, as originally established by instruments recorded in O.R. Book 551, Page 1357, O.R. Book 551, Page 1359, O.R. Book 568, Page 1347, O.R. Book 612, Page 1945, and O.R. Book 626, Page 1414, all of the Public Records of Charlotte County, Florida.

**AMENDMENT TO 99-YEAR LEASE AGREEMENT  
FOR WATER AND WASTEWATER TREATMENT FACILITIES**

THIS AMENDMENT TO 99-YEAR LEASE AGREEMENT FOR WATER AND WASTEWATER TREATMENT FACILITIES ("Addendum") is Effective as of the 1<sup>st</sup> day of January, 2007 and hereby modifies and amends that certain 99-Year Lease Agreement for Water and Wastewater Treatment Facilities (the "Lease") dated the 28<sup>th</sup> day of August, 2003, as assigned to WATERFRONT HOMES OF CHARLOTTE, LLC, a Florida limited liability company, whose address is 9696 Bonita Beach Road Bonita Springs, FL 34135 (hereinafter referred to as "Lessor"), and MSM UTILITIES, LLC, a Florida limited liability company, whose address is 5660 Bayshore Road, Suite 36, North Fort Myers, Florida 33917 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee wish to modify the terms of the Lease to modify the Lease Term and Rental rate.


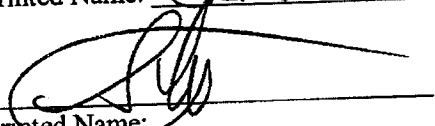
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the exchange of mutual promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated herein by reference.
2. Lease Term. The expiration of the Term of the Lease as set forth in Section 2 therein is hereby modified from September 2, 2102 to January 1, 2012 ("Termination Date"). Lessee shall have three (3) 1-year renewal options after the Termination Date ("Renewal Period"). Lessee must notify Lessor in writing no less than 180 days prior to the Termination Date, or the expiration of subsequent renewal period, of its intention to renew for said 1-year period. In the event Lessee completes the relocation or construction and commences service of its new Systems prior to the Termination Date, this lease shall immediately terminate and Lessee shall immediately commence the work set forth in Section 29 of the Lease. Lessee shall make all efforts to complete said new Systems prior to the Termination Date.
3. Rental. Section 3 is deleted in its entirety. Lessee shall only be obligated to pay rent in the amount of \$5,000.00 per 1-year Renewal Period.
4. R/O Discharge Sprayfield. Lessor may relocate the R/O Discharge Sprayfield to an alternative location on real property owned by Lessor or one of Lessor's affiliated entities, subject to required permitting.
5. Remaining Provisions. Except as modified hereby, the terms and conditions of the Lease shall remain in full force and effect.



This document shall be deemed to be fully executed when each such party whose signature is required has signed at least one counterpart hereof even though no one counterpart may contain the signatures of all parties. A facsimile signature hereof shall have the same effect as an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment to 99-Year Lease Agreement for Water and Wastewater Treatment Facilities as of the date first above written.

Witnesses as to Lessor:

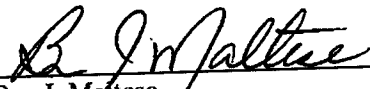
  
Printed Name: Genia Behr  
  
Printed Name: \_\_\_\_\_

Witnesses as to Lessee:

  
Printed Name: Genia Behr  
  
Printed Name: \_\_\_\_\_


LESSOR:

WATERFRONT HOMES OF CHARLOTTE, LLC,  
a Florida limited liability company

By:   
Ben J. Maltese  
Its: Managing Member

LESSEE:

MSM UTILITIES, LLC,  
a Florida limited liability company

By:   
Ben J. Maltese  
Its: Managing Member

**AMENDMENT TWO TO 99-YEAR LEASE AGREEMENT FOR WATER AND  
WASTEWATER TREATMENT FACILITIES**

THIS AMENDMENT TWO TO 99-YEAR LEASE AGREEMENT FOR WATER AND WASTEWATER TREATMENT FACILITIES ("Amendment to Addendum") is effective as of January 1, 2015 and hereby modifies and amends the Addendum, dated January 1<sup>st</sup>, 2007, by and between WATERFRONT HOMES OF CHARLOTTE, LLC, a Florida Limited Liability Company, whose address is 9696 Bonita Beach Road, Bonita Springs, FL 34135 ("Lessor") and MSM UTILITIES, LLC, which has since been replaced as a party by SUN RIVER UTILITIES, INC., a Florida corporation, whose address is 5195 NW 77<sup>th</sup> Avenue, Miami, FL 33166 ("Lessee").

WHEREAS, Lessor and Lessee wish to amend the Addendum, and therefore the Lease, by extending the Lease Term.

NOW, THEREFORE, in consideration of the foregoing recital and the mutual promises contained herein, Lessor and Lessee agree as follows:

1. Paragraph 2 of the Addendum shall be replaced with:

"The expiration of the Term of the Lease as set forth in Section 2 therein is hereby modified to January 1, 2016. Lessee shall have three (3) 1-year renewal options after the Termination Date (each a "Renewal Period"). Lessee must notify Lessor in writing no less than 120 days prior to the Termination Date, or the expiration of a subsequent Renewal Period, of its intention to renew for an additional 1-year period. In the event Lessee completes the relocation or construction and commences service of its new Systems prior to the Termination Date or a subsequent Renewal Period, and unless the parties agree in writing to continue the term of this Lease, this Lease shall immediately terminate and Lessee shall immediately commence the work set forth in Section 29 of the Lease."

2. Remaining Provisions. Except as modified hereby, the terms and conditions of the Addendum and the Lease shall remain in full force and effect.

This document shall be deemed to be fully executed when each party whose signature it requires has signed at least one counterpart hereof, even though no one counterpart may contain the signatures of all parties. A facsimile or electronically transmitted signature shall have the same effect as an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment to Addendum as of the last date written below.

Witnesses as to Lessor:

LESSOR:

WATERFRONT HOMES OF CHARLOTTE, LLC., a Florida Limited Liability company

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

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

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

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

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

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

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

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

Witnesses as to Lessee:

LESSEE:

SUN RIVER UTILITIES, INC., a Florida corporation

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

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

Name: Silvia Calderon

Name: Lara Hechtkopf

Title: Vice President

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

Date: 11/10/14

Name: SHARON UTTERBACK

## Troy Rendell

---

**From:** Lara Hechtkopf [lara.hechtkopf@obppartners.com]  
**Sent:** Tuesday, February 02, 2016 9:13 AM  
**To:** Lara Hechtkopf  
**Subject:** Fwd: RE: Sun River Utilities' lease

----- Original Message -----

From: Lara Hechtkopf <lara.hechtkopf@obppartners.com>  
To: Elisabeth Saab <esaab@sgcs.net>  
Date: October 5, 2015 at 12:24 PM  
Subject: RE: Sun River Utilities' lease

Hi Elisabeth,

I hope that this email finds you well.

Sun River would like to exercise its renewal of its lease for 2016; however, we would also like to discuss a 99-year lease with you. Back in 2003, there was originally a 99-year lease granted to River's Edge Utilities, LLC. It seems that the lease was assigned by Waterfront Homes of Charlotte, LLC to MSM Utilities in 2004 when Waterfront Homes of Charlotte, LLC bought the property on which the utility sits. Then, in 2005, the lease was modified from a 99-year lease to a 3-year lease with 1-year extensions. We would like to discuss re-entering into a 99-year ground lease with an early termination option. Are you available to discuss tomorrow morning at 9am EST? If not, please send some times and days that you are available.

Thank you and I look forward to speaking with you!

Lara

Lara Hechtkopf | OBP Partners  
Vice President and General Counsel  
5195 NW 77th Avenue | Miami FL 33166

Direct (786) 275-6678  
Main (305) 463-9838  
lara.hechtkopf@obppartners.com

On December 2, 2014 at 5:39 PM Elisabeth Saab <esaab@sgcs.net> wrote:

Hello Lara,

Thanks, hope you had a nice holiday as well!

Attached please find a scan of the countersigned Amendment. If you need anything further please let me know.

Thank you,

Elisabeth Saab

Sorensen Gross Construction Services

810-767-4821

[esaab@sgcs.net](mailto:esaab@sgcs.net)

**From:** Lara Hechtkopf [mailto:[lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)]  
**Sent:** Monday, December 01, 2014 3:20 PM  
**To:** Elisabeth Saab  
**Subject:** RE: Sun River Utilities' lease

Hi Elisabeth,

I hope that you had a wonderful Thanksgiving. I'm just following up to see if you had a chance to countersign the Amendment yet. If so, please forward to me for our records.

Thank you!

Best regards,

Lara

On November 10, 2014 at 6:14 PM  
"[lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)"  
<[lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)> wrote:

Hi Elisabeth,

Attached is the signed Amendment. Please send me the countersigned version once signed on your end.



Thank you!

Best regards,

Lara

Lara Hechtkopf | OBP Partners  
Vice President and General Counsel  
5195 NW 77th Avenue | Miami FL 33166

Direct (786) 275-6678  
Main (305) 463-9838  
[lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)

Please consider the environment prior to printing this email.

CONFIDENTIALITY NOTE: This email contains confidential and/or proprietary information, some or all of which may be legally privileged. It is intended only for the named recipient. If an addressing or transmission error has misdirected the email, please notify the author with a reply email message. If you are not the named recipient, you must not use, disclose, distribute, copy, print or rely on this email, and should immediately delete it from your computer system.

On November 10, 2014 at 11:19 AM Elisabeth Saab  
<[esaab@sgcs.net](mailto:esaab@sgcs.net)> wrote:

Hello Lara,

Thanks for following up, the Amendment looks fine to us. Please go ahead and send us your original for countersignature.

Thank you,

Elisabeth Saab

810-235-3200

[esaab@sgcs.net](mailto:esaab@sgcs.net)

---

**From:** [lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)  
[mailto:[lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)]  
**Sent:** Wednesday, November 05, 2014 6:24 PM  
**To:** Elisabeth Saab  
**Cc:** [ian.schenkman@obppartners.com](mailto:ian.schenkman@obppartners.com)  
**Subject:** RE: Sun River Utilities' lease

Hi Elisabeth,

Have you had a chance to review the Amendment to the Addendum? I have attached it again for your convenience. Please let me know if you have any questions. If you approve of the Amendment, I will send you a signed copy for countersignature.

thank you,

Lara

Lara Hechtkopf | OBP Partners  
Vice President and General Counsel  
5195 NW 77th Avenue | Miami FL 33166

Direct (786) 275-6678  
Main (305) 463-9838  
[lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)

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with a reply email message. If you are not the named recipient, you must not use, disclose, distribute, copy, print or rely on this email, and should immediately delete it from your computer system.

On October 17, 2014 at 5:32 PM  
"[lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)"  
<[lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)>  
wrote:

Hi Elisabeth,

I am just following up to see if you have any questions about the Amendment to the Addendum. If not, and if you approve of the Amendment, I can send a signed copy for countersignature.

Thank you,  
Lara

Lara Hechtkopf | OBP Partners  
Vice President and General Counsel  
5195 NW 77th Avenue | Miami FL  
33166  
Direct (786) 275-6678  
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**EXHIBIT I**  
**Rule 25-30.037(2)(s)**

**A copy of the utility's current permits from the DEP and the water management district.**

See attached permits.

However, North Charlotte could not obtain a consumptive use permit (CUP) from the water management district (WMD) for the existing utility. North Charlotte has researched the WMD database and has not been able to locate a CUP. North Charlotte believes this utility may be exempt from the permit requirement due to the small size of the utility and well capacity.



Florida Department of  
Environmental Protection  
South District Office  
Post Office Box 2549  
Fort Myers, Florida 33902-2549

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Hershel T. Vinyard Jr.  
Secretary

CERTIFIED MAIL NO: 7011 0110 0001 3956 0872  
RETURNED RECEIPT REQUESTED

In the Matter of an  
Application for Permit by:

Sun River Utilities Inc  
A A Reeves III  
PO Box 2547  
Fort Myers, Florida 33902-2547

File Number FLA140945-006-IW5D  
Charlotte County  
Sun River Utilities

#### NOTICE OF PERMIT ISSUANCE AND ADMINISTRATIVE ORDER

Enclosed is Permit Number FLA140945, issued under Chapter 403, Florida Statutes, to operate the existing Reverse Osmosis Drinking Water System for Sun River Utilities, Inc. This permit is accompanied by an Administrative Order, pursuant to paragraphs 403.088(2)(e) and (f), Florida Statutes. Compliance with Administrative Order No. SD-063 is a specific requirement of this permit.

Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. ~~Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.~~

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and 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.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to

written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. 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, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the determination;
- (c) A statement of when and how the petitioner received notice of the Department's 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 the petitioner contends warrant reversal or modification of the Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

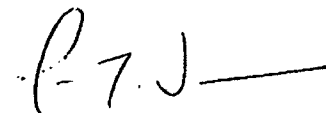
Mediation under section 120.573 of the Florida Statutes is not available for this proceeding.

This permit action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for an extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this permit will not be effective until further order of the Department.

Any party to this permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, 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 of appeal must be filed within 30 days from the date when this permit action is filed with the Clerk of the Department.

Executed in Ft. Myers, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION




Jon Iglehart  
Director of  
District Management

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated Deputy Clerk, receipt of which is hereby acknowledged.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on November 9, 2011 to the listed persons.

  
Name

11-9-11  
Date

Enclosure

Copies furnished by U.S. mail to:

Ben J. Maltese - Waterfront Homes of Charlotte, LLC

Joel Schenkman - Sun River Utilities, Inc.

James A. Elder, P.E.

Keith Kleinmann - FDEP

Mariamamma Plavumkal - FDEP





# Florida Department of Environmental Protection

South District Office  
Post Office Box 2549  
Fort Myers, Florida 33902-2549

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Hershel T. Vinyard Jr.  
Secretary

## STATE OF FLORIDA INDUSTRIAL WASTEWATER FACILITY PERMIT

**PERMITTEE:**  
Sun River Utilities Inc

**RESPONSIBLE OFFICIAL:**  
A A Reeves III  
PO Box 2547  
Fort Myers, Florida 33902-2547  
(239) 543-1005

**PERMIT NUMBER:** FLA140945-006  
**FILE NUMBER:** FLA140945-006-IW5D  
**ISSUANCE DATE:** November 9, 2011  
**EXPIRATION DATE:** November 8, 2016

**FACILITY:**

Sun River Utilities  
1601 Hunter Creek Dr  
Punta Gorda, FL 33982-1133  
Charlotte County  
Latitude: 27°0' 35.42" N Longitude: 81°58' 23.7" 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 is accompanied by an Administrative Order, pursuant to paragraphs 403.088(2)(e) and (f), Florida Statutes. ~~Compliance with Administrative Order No. SD-063 is a specific requirement of this permit.~~

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:**

This is a Reverse Osmosis Drinking Water System serving the area of single-family homes at this location.

**WASTEWATER TREATMENT:**

The Reverse Osmosis concentrate will be aerated, piped and spray irrigated to the designated spray field area.

**REUSE OR DISPOSAL:**

**Land Application R-001:** An existing 0.017 MGD Daily Maximum Flow permitted capacity land application system consisting of Spray Irrigation Field located approximately at latitude 27° 00' 37" N, longitude 81° 58' 08" 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 11 of this permit, and Administrative Order No. SD-063.

PERMITTEE: Sun River Utilities Inc  
 FACILITY: Sun River Utilities RO Plant

PERMIT NUMBER: FLA140945-006

**I. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

**A. Land Application Systems**

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to discharge reverse osmosis reject water to Land Application System R-001. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.2.:

Parameter	Units	Max/Min	Effluent Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max	0.017	Daily Maximum	Daily; 24 hours	Meter	EFF-001	
Solids, Total Dissolved (TDS)	mg/L	Max	Report	Quarterly Maximum	Quarterly	Grab	EFF-001	
pH	s.u.	Min	6.0	Daily Minimum	Daily; 24 hours	Grab	EFF-001	
		Max	8.5	Daily Maximum				
Oxygen, Dissolved (DO)	mg/L	Max	Report	Daily Maximum	Daily; 24 hours	Grab	EFF-001	
Sodium, Total Recoverable	mg/L	Max	Report	Quarterly Maximum	Quarterly	Grab	EFF-001	
Chloride (as Cl)	mg/L	Max	Report	Quarterly Maximum	Quarterly	Grab	EFF-001	
Radium 226 + Radium 228, Total	pCi/L	Max	Report	Single Sample	Annually	Grab	EFF-001	
Alpha, Gross Particle Activity	pCi/L	Max	Report	Single Sample	Annually	Grab	EFF-001	
Nitrogen, Total	mg/L	Max	Report	Quarterly Maximum	Quarterly	Grab	EFF-001	
Nitrogen, Nitrate, Total (as N)	mg/L	Max	Report	Quarterly Maximum	Quarterly	Grab	EFF-001	
Nitrogen, Nitrite, Total (as N)	mg/L	Max	Report	Quarterly Maximum	Quarterly	Grab	EFF-001	
Phosphorus, Total (as P)	mg/L	Max	Report	Quarterly Maximum	Quarterly	Grab	EFF-001	
BOD, Carbonaceous 5 day, 20C	mg/L	Max	Report	Quarterly Maximum	Quarterly	Grab	EFF-001	

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
EFF-001	Spray Irrigation Point

**B. Other Limitations and Monitoring and Reporting Requirements**

1. The permittee shall provide safe access points for obtaining representative influent and effluent samples which are required by this permit. [62-620.320(6)]
2. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to 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	Due Date
Monthly	first day of month - last day of month	28 <sup>th</sup> day of following month
Quarterly	January 1 - March 31	April 28
	April 1 - June 30	July 28
	July 1 - September 30	October 28
	October 1 - December 31	January 28
Semiannual	January 1 - June 30	July 28
	July 1 - December 30	January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall submit the completed DMR forms to the Department's South District Office at the address specified in Permit Condition I.B.4. by the twenty-eighth (28th) of the month following the month of operation.

If submitting electronic DMR forms, the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms. [62-620.610(18)]

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

Florida Department of Environmental Protection South District  
 2295 Victoria Ave  
 Suite 364  
 Ft. Myers, Florida 33902-2549

Phone Number - (239)344-5600  
 FAX Number - (850)412-0590  
 (All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

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

5. 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**

1. Section II is not applicable to this facility.

**III. GROUND WATER REQUIREMENTS**

**A. Construction Requirements**

1. This section is not applicable to this facility.

**B. Operational Requirements**

1. All piezometers and monitoring wells not part of the approved ground water monitoring plan are to be plugged and abandoned in accordance with Rule 62-532.500(4), F.A.C., unless future use is intended. *[62-532.500(4)][62-520.600]*
  2. For the land application system for R-001, 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 this project shall extend horizontally 100 feet from the application site, but limited by the location of the approved compliance well, and vertically to the base of the shallow water table aquifer. *[62-520.200(26)] [62-520.465]*
  3. 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)]*
  4. If the concentration for any constituent listed in Permit Condition III.7 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)]*
- 
5. 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.6. 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][62-610.463]*

6. The following monitoring wells shall be sampled for Spray Irrigation Field, Land Application System R-001:

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Aquifer Monitored	New or Existing
MW-1	Background Monitoring Well	Surficial	Existing
MW-2	Intermediate Monitoring Well	Surficial	Existing
MW-3	Compliance Monitoring Well	Surficial	Existing

MWC = Compliance; MWB = Background; MWI = Intermediate *[62-520.600][62-610.463]*

7. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.B.6. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Condition I.B.2:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD (NAVD allowable)	Report	ft	In Situ	Semi-annually
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Semi-annually
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Semi-annually
Nitrogen, Nitrite, Total (as N)	1	mg/L	Grab	Semi-annually

PERMITTEE: Sun River Utilities Inc  
FACILITY: Sun River Utilities RO Plant

PERMIT NUMBER: FLA140945-006

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Sodium, Total Recoverable	160	mg/L	Grab	Semi-annually
Chloride (as Cl)	250	mg/L	Grab	Semi-annually
Radium 226 + Radium 228, Total	5	pCi/L	Grab	Semi-annually
Alpha, Gross Particle Activity	15	pCi/L	Grab	Semi-annually

*[62-620.625(6)(b)4.c.] [62-520.520(4), revocation of secondary exemption]*

8. 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(1)][62-520.600(1)(c)][62-610.463(3)(a)]*
9. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. *[62-520.600(1)] [62-160.210][62-601.700(5)]*
10. 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. *[62-520.600(1)] [62-520.310(5)]*
11. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.B.3. *[62-520.600(1)(b)]*
12. If any monitoring well becomes damaged or inoperable, the permittee shall notify the Department's South District Office immediately and a detailed written report shall follow within seven days. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence. All monitoring well design and replacement shall be approved by the Department's South District Office prior to installation. *[62-520.600][62-620.320(6)]*

#### IV. ADDITIONAL LAND APPLICATION REQUIREMENTS

1. Effluent shall be distributed evenly over the entire land application site.
2. Appropriate warning signs shall be posted around the site boundaries to designate the nature of the project area. *[62-620.320(6)]*
3. Routine aquatic weed control and regular maintenance of the spray irrigation area and access areas are required.
4. The maximum annual average loading rate to the Spray Irrigation Field shall be limited to .51 inches/day. The hydraulic loading rate shall not produce surface runoff or ponding of the applied reclaimed water. *[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;

PERMITTEE: Sun River Utilities Inc  
FACILITY: Sun River Utilities RO Plant

PERMIT NUMBER: FLA140945-006

- 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. In accordance with section 403.088(2)(e) and (f), Florida Statutes, the permittee shall comply with all requirements in Administrative Order SD-063, which is hereby incorporated by reference.
2. 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

#### 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 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

PERMITTEE: Sun River Utilities Inc  
FACILITY: Sun River Utilities RO Plant

PERMIT NUMBER: FLA140945-006

- 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

PERMITTEE: Sun River Utilities Inc  
FACILITY: Sun River Utilities RO Plant

PERMIT NUMBER: FLA140945-006

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



PERMITTEE: Sun River Utilities Inc  
FACILITY: Sun River Utilities RO Plant

PERMIT NUMBER: FLA140945-006

any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:

- a. A description of the anticipated noncompliance;
- b. The period of the anticipated noncompliance, including dates and times; and
- c. Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.

- a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
- b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
- c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
- d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. ~~Alternate field procedures and laboratory methods may be used where they have been approved in~~ accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]

20. The permittee shall report to the Department's 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:

PERMITTEE: Sun River Utilities Inc  
FACILITY: Sun River Utilities RO Plant

PERMIT NUMBER: FLA140945-006

- (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 WARNING POINT 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 Warning Point:
    - (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.

[62-620.610(20)]

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.

PERMITTEE: Sun River Utilities Inc  
FACILITY: Sun River Utilities RO Plant

PERMIT NUMBER: FLA140945-006

[62-620.610(22)]

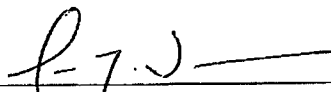
23. Upset Provisions.

- 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 Iglehart  
Director of  
District Management

DATE: November 9, 2011

Attachment(s):  
Discharge Monitoring Report  
Statement of Basis

**BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**IN THE MATTER OF:**

**IN THE OFFICE OF THE  
SOUTH DISTRICT**

A. A. Reeves III  
Vice President  
Sun River Utilities, Inc.  
P.O. Box 2547  
Fort Myers, FL 33902

**Administrative Order No.: SD-063**

**DEP Permit No: FLA140945**

\_\_\_\_\_ /

**ORDER ESTABLISHING COMPLIANCE SCHEDULE UNDER SECTION  
403.088(2)(f), F.S.**

**I. STATUTORY AUTHORITY**

The Department of Environmental Protection (Department) issues this order under the authority of section 403.088 of the Florida Statutes. The Secretary of the Department has delegated this authority to the Director of District Management, who issues this order and makes the following findings of fact.

**II. FINDINGS OF FACT**

1. Sun River Utilities, Inc., is a person under section 403.031 of the Florida Statutes.
2. Sun River Utilities, Inc., is the permittee of and is responsible for the Sun River Utilities RO Plant ("Facility") located at 1601 Hunter Creek Dr, Punta Gorda, Charlotte County, FL 33982, which discharges demineralization concentrate into waters of the state as defined in section 403.031 of the Florida Statutes.

3. Sun River Utilities, Inc., has applied for an operation permit to discharge demineralization concentrate from the Facility under section 403.088(2) of the Florida Statutes.

4. Sun River Utilities, Inc.'s ground water monitoring reports indicate an exceedance for the primary contaminant sodium in the compliance monitoring well which does not meet Rule 62-520.420(1), F.A.C.

5. Sections 403.088(2)(e) and (f) of the Florida Statutes authorize the Department to issue a permit for the discharge into waters of the state, accompanied by an order establishing a schedule for achieving compliance with all permit conditions if the specified criteria are met.

6. The Department finds that the granting of an operation permit will be in the public interest because the Facility is a public drinking water supply facility. Providing adequate, safe, public drinking water to the public is in the public interest.

### III. ORDER

Based on the foregoing findings of fact,

---

#### IT IS ORDERED,

1. Sun River Utilities, Inc., shall timely complete either subparagraph 1.A. or 1.B. below:

- A. On or before June 30, 2012, Sun River Utilities, Inc., shall affirmatively provide the Department with reasonable assurance of compliance with: (i) Rule 62-520.420(1), F.A.C., for sodium, nitrate as nitrogen, nitrite as nitrogen, radioactive substances (combined radium 226 and 228), and radioactive substances (gross alpha particle activity including radium 226, but excluding radon and uranium); and (ii) Rule 62-520.520(6), F.A.C., for total dissolved solids and chloride, for private water supply wells on adjacent property.

- B. Sun River Utilities, Inc., shall:
- (i) on or before September 30, 2012, submit a complete permit application and appropriate processing fee to the Department requesting authorization for construction or modification necessary to prevent recurrence of contamination;
  - (ii) complete such construction/modification within 180 days of permit issuance; and
  - (iii) on or before December 31, 2012, complete all actions necessary to fully comply with Rule 62-520.700, F.A.C. ("Ground Water Corrective Action"), and Chapter 62-780, F.A.C. ("Contaminated Site Cleanup Criteria"), for total dissolved solids, chloride, sodium, nitrate as nitrogen, nitrite as nitrogen, radioactive substances (combined radium 226 and 228), and radioactive substances (gross alpha particle activity including radium 226, but excluding radon and uranium).

2. Sun River Utilities, Inc., shall provide this office with monthly reports outlining progress toward compliance with the time frames specified in paragraph 1 of this section, beginning with December 2011. The reports shall be submitted (postmarked) within 10 days following the end of each calendar month. The first report is due January 10, 2012.

3. Sun River Utilities, Inc., shall maintain and operate its facilities in compliance with all conditions of DEP Permit No. FLA140945 that are not in direct conflict with this Administrative Order.

4. Sun River Utilities, Inc., is encouraged to have decision point discussions with the Department.

5. This order may be modified through revisions as set forth in chapter 62-620 of the Florida Administrative Code.

6. Reports or other information required by this order shall be sent to Ms. Deanna Newburg, Department of Environmental Protection, P.O. Box 2549, Fort Myers, FL 33902-2549.

7. This order does not operate as a permit under section 403.088 of the Florida Statutes. This order shall be incorporated by reference into DEP Permit No. FLA140945, which shall require compliance by the permittee with the requirements of this order.

8. Failure to comply with the requirements of this order shall constitute a violation of this order and DEP Permit No. FLA140945, and may subject the permittee to penalties as provided in section 403.161 of the Florida Statutes.

#### **IV. NOTICE OF RIGHTS**

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and 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.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first.

Under section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person 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 of the Florida Statutes. 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 of the Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner; the Department permit identification number and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Department action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department action;
- (d) A statement of the material facts disputed by the petitioner, if any;
- (e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
- (f) A statement of which rules or statutes the petitioner contends require reversal or modification of the Department action; and



(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under section 120.573 of the Florida Statutes is not available for this proceeding.

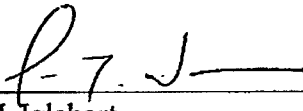
This action is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this order will not be effective until further order of the Department.

Any party to the order has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, Mail 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 of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Administrative Order No. SD-063  
Sun River Utilities, Inc.  
Effective Date: November 9, 2011

DONE AND ORDERED this 9<sup>th</sup> day of November, 2011, in Lee County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

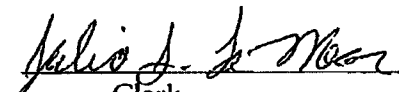
  
\_\_\_\_\_  
Jon M. Iglehart  
Director of District Management

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this Order and all copies were mailed before the close of business on this 9<sup>th</sup> day of November 2011 to the listed persons.

CLERK STAMP

FILED AND ACKNOWLEDGED on this date, under section 120.52(11) of the Florida Statutes, with the designated Department Clerk, receipt of which is acknowledged.

  
\_\_\_\_\_  
Clerk

11-9-11  
\_\_\_\_\_  
Date

Copies furnished to:

Ben J. Maltese  
Managing Member  
Waterfront Homes of Charlotte, LLC  
9010 Strada Stell Ct, Ste 201  
Naples, FL 34109-4427

Administrative Order No. SD-063  
Sun River Utilities, Inc.  
Effective Date: November 9, 2011

Joel Schenkman  
Sun River Utilities, Inc.  
5195 NW 77 Ave  
Miami, FL 33166

James A. Elder, P.E.  
6832 Mauna Loa Blvd.  
Sarasota, FL 34241

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: Sun River Utilities Inc  
 MAILING ADDRESS: PO Box 2547  
 Fort Myers, Florida 33902-2547

FACILITY: Sun River Utilities  
 LOCATION: 1601 Hunter Creek Dr  
 Punta Gorda, FL 33982-1133

COUNTY: Charlotte  
 OFFICE: South District

PERMIT NUMBER: FLA140945-006-IW5D

LIMIT: Final  
 CLASS SIZE: N/A  
 MONITORING GROUP NUMBER: R-001  
 MONITORING GROUP DESCRIPTION: Spray Irrigation Point

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. EFF-001	Permit Requirement	0.017 (Day.Max.)	MGD				Daily, 24 hours	Meter
pH	Sample Measurement							
PARM Code 00400 1 Mon. Site No. EFF-001	Permit Requirement			6.0 (Day.Min.)	8.5 (Day.Max.)	s.u.	Daily, 24 hours	Grab
Oxygen, Dissolved (DO)	Sample Measurement							
PARM Code 00300 1 Mon. Site No. EFF-001	Permit Requirement				Report (Day.Max.)	mg/L	Daily, 24 hours	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):

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: Sun River Utilities Inc  
 MAILING ADDRESS: PO Box 2547  
 Fort Myers, Florida 33902-2547

PERMIT NUMBER: FLA140945-006-IW5D

FACILITY: Sun River Utilities  
 LOCATION: 1601 Hunter Creek Dr  
 Punta Gorda, FL 33982-1133

LIMIT: Final  
 CLASS SIZE: N/A  
 MONITORING GROUP NUMBER: R-001  
 MONITORING GROUP DESCRIPTION: Spray Irrigation Point

REPORT FREQUENCY: Quarterly  
 PROGRAM: Industrial

COUNTY: Charlotte  
 OFFICE: South District

RE-SUBMITTED DMR:   
 NO DISCHARGE FROM SITE:   
 MONITORING PERIOD From: \_\_\_\_\_ To: \_\_\_\_\_

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Solids, Total Dissolved (TDS)	Sample Measurement							
PARM Code 70295 1 Mon. Site No. EFF-001	Permit Requirement			Report (Qt.Max.)	mg/L		Quarterly	Grab
Sodium, Total Recoverable	Sample Measurement							
PARM Code 00923 1 Mon. Site No. EFF-001	Permit Requirement			Report (Qt.Max.)	mg/L		Quarterly	Grab
Chloride (as Cl)	Sample Measurement							
PARM Code 00940 1 Mon. Site No. EFF-001	Permit Requirement			Report (Qt.Max.)	mg/L		Quarterly	Grab
Nitrogen, Total	Sample Measurement							
PARM Code 00600 1 Mon. Site No. EFF-001	Permit Requirement			Report (Qt.Max.)	mg/L		Quarterly	Grab
Nitrogen, Nitrate, Total (as N)	Sample Measurement							
PARM Code 00620 1 Mon. Site No. EFF-001	Permit Requirement			Report (Qt.Max.)	mg/L		Quarterly	Grab
Nitrogen, Nitrite, Total (as N)	Sample Measurement							
PARM Code 00615 1 Mon. Site No. EFF-001	Permit Requirement			Report (Qt.Max.)	mg/L		Quarterly	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):

ISSUANCE/REISSUANCE DATE:

**DISCHARGE MONITORING REPORT - PART A (Continued)**

FACILITY: Sun River Utilities

MONITORING GROUP NUMBER: R-001  
 MONITORING PERIOD From: \_\_\_\_\_ To: \_\_\_\_\_

PERMIT NUMBER: FLA140945-006-IW5D

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
Phosphorus, Total (as P)	Sample Measurement									
PARM Code 00665 1 Mon. Site No. EFF-001	Permit Requirement					Report (Qt.Max)	mg/L		Quarterly	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement									
PARM Code 80082 1 Mon. Site No. EFF-001	Permit Requirement					Report (Qt.Max)	mg/L		Quarterly	Grab

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME:	Sun River Utilities Inc	PERMIT NUMBER:	FLA140945-006-IW5D	REPORT FREQUENCY:	Annually
MAILING ADDRESS:	PO Box 2547 Fort Myers, Florida 33902-2547	LIMIT:	Final	PROGRAM:	Industrial
FACILITY:	Sun River Utilities	CLASS SIZE:	N/A		
LOCATION:	1601 Hunter Creek Dr  Punta Gorda, FL 33982-1133	MONITORING GROUP NUMBER:	R-001		
COUNTY:	Charlotte	MONITORING GROUP DESCRIPTION:	Spray Irrigation Point		
OFFICE:	South District	RE-SUBMITTED DMR: <input type="checkbox"/>			
		NO DISCHARGE FROM SITE: <input type="checkbox"/>			
		MONITORING PERIOD From: _____ To: _____			

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Radium 226 + Radium 228, Total	Sample Measurement							
PARM Code 11503 1 Mon. Site No. EFF-001	Permit Requirement			Report (Max.)	pCi/L		Annually	Grab
Alpha, Gross Particle Activity	Sample Measurement							
PARM Code 80045 1 Mon. Site No. EFF-001	Permit Requirement			Report (Max.)	pCi/L		Annually	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):

**GROUNDWATER MONITORING REPORT - PART D**

Facility Name: Sun River Utilities  
 Permit Number: FLA140945-006-IW5D  
 County: Charlotte  
 Monitoring Period

Date Sample Obtained: \_\_\_\_\_  
 Monitoring Location Site Number: \_\_\_\_\_  
 Well Type: \_\_\_\_\_ Background Well  
 Ground Water Class: \_\_\_\_\_ G-II

From: \_\_\_\_\_ To: \_\_\_\_\_

Was the well pumped before sampling?  Yes  No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Statistical Base Code	Monitoring Frequency	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD (NAVD allowable)	82545		Report	ft	In Situ	Semi-annually				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Semi-annually				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Semi-annually				
Nitrogen, Nitrite, Total (as N)	00615		Report	mg/L	Grab	Semi-annually				
Sodium, Total Recoverable	00923		Report	mg/L	Grab	Semi-annually				
Chloride (as Cl)	00940		Report	mg/L	Grab	Semi-annually				
Radium 226 + Radium 228, Total	11503		Report	pCi/L	Grab	Semi-annually				
Alpha, Gross Particle Activity	80045		Report	pCi/L	Grab	Semi-annually				

Description: MW-1 Background Well

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 (yy/mm/dd)

COMMENTS AND EXPLANATION (Reference all attachments here):



**GROUNDWATER MONITORING REPORT - PART D**

Facility Name: Sun River Utilities  
 Permit Number: FLA140945-006-IW5D  
 County: Charlotte  
 Monitoring Period

From: \_\_\_\_\_ To: \_\_\_\_\_

Date Sample Obtained: \_\_\_\_\_  
 Monitoring Location Site Number: \_\_\_\_\_  
 Well Type: Intermediate Well  
 Ground Water Class: G-II

Was the well pumped before sampling?  Yes  No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Statistical Base Code	Monitoring Frequency	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD (NAVD allowable)	82545		Report	ft	In Situ	Semi-annually				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Semi-annually				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Semi-annually				
Nitrogen, Nitrite, Total (as N)	00615		Report	mg/L	Grab	Semi-annually				
Sodium, Total Recoverable	00923		Report	mg/L	Grab	Semi-annually				
Chloride (as Cl)	00940		Report	mg/L	Grab	Semi-annually				
Radium 226 + Radium 228, Total	11503		Report	pCi/L	Grab	Semi-annually				
Alpha, Gross Particle Activity	80045		Report	pCi/L	Grab	Semi-annually				

Description: MW-2 Intermediate Well

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 (yy/mm/dd)

COMMENTS AND EXPLANATION (Reference all attachments here):

**GROUNDWATER MONITORING REPORT - PART D**

Facility Name: Sun River Utilities  
 Permit Number: FLA140945-006-1W5D  
 County: Charlotte  
 Monitoring Period

Date Sample Obtained: \_\_\_\_\_  
 Monitoring Location Site Number: \_\_\_\_\_  
 Well Type: Compliance Well  
 Ground Water Class: G-II

From: \_\_\_\_\_ To: \_\_\_\_\_

Was the well pumped before sampling?  Yes  No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Statistical Base Code	Monitoring Frequency	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD (NAVD allowable)	82545		Report	ft	In Situ	Semi-annually				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Semi-annually				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Semi-annually				
Nitrogen, Nitrite, Total (as N)	00615		1	mg/L	Grab	Semi-annually				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Semi-annually				
Chloride (as Cl)	00940		250	mg/L	Grab	Semi-annually				
Radium 226 + Radium 228, Total	11503		5	pCi/L	Grab	Semi-annually				
Alpha, Gross Particle Activity	80045		15	pCi/L	Grab	Semi-annually				

Description: MW-3 Compliance Well

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 (yy/mm/dd)

COMMENTS AND EXPLANATION (Reference all attachments here):

## 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 28<sup>th</sup> of the month following the monitoring period. 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:

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.

**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.

**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<sub>5</sub>:** Enter the average CBOD<sub>5</sub> 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: FLA140945-006

FACILITY NAME: Sun River Utilities

FACILITY LOCATION: 1601 Hunter Creek Dr, Punta Gorda, FL 33982-1133  
Charlotte County

NAME OF PERMITTEE: Sun River Utilities Inc

PERMIT WRITER: Deanna Newburg

**1. SUMMARY OF APPLICATION**

**a. Chronology of Application**

Application Number: FLA140945-006-IW5D

Application Submittal Date: April 21, 2011

**b. Type of Facility**

This is a Reverse Osmosis Drinking Water System serving the Sun River Utilities, Inc. franchise area of single-family homes.

SIC Code: 4941 - Water Supply and Irrigation Systems

**c. Facility Capacity**

Existing Permitted Capacity:	0.017 mgd Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	0 mgd Annual Average Daily Flow
Proposed Total Permitted Capacity:	0.017 mgd Annual Average Daily Flow

**d. Description of Wastewater Treatment**

The Reverse Osmosis concentrate will be aerated, piped and spray irrigated to the designated spray field area.

**e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)**

See attached map(s) for effluent disposal and land application site(s).

**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 R-001, Sprayfield, based on the following:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.017	Daily Maximum	62-620, FAC
Solids, Total Dissolved (TDS)	mg/L	Max	Report	Quarterly Maximum	62-620, FAC
pH	s.u.	Min	6.0	Daily Minimum	62-620, FAC
		Max	8.5	Daily Maximum	62-620, FAC
Oxygen, Dissolved (DO)	mg/L	Max	Report	Daily Maximum	62-620, FAC
Sodium, Total Recoverable	mg/L	Max	Report	Quarterly Maximum	62-620, FAC
Chloride (as Cl)	mg/L	Max	Report	Quarterly Maximum	62-620, FAC
Radium 226 + Radium 228, Total	pCi/L	Max	Report	Single Sample	62-620, FAC
Alpha, Gross Particle Activity	pCi/L	Max	Report	Single Sample	62-620, FAC
Nitrogen, Total	mg/L	Max	Report	Quarterly Maximum	62-620, FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	Report	Quarterly Maximum	62-620, FAC
Nitrogen, Nitrite, Total (as N)	mg/L	Max	Report	Quarterly Maximum	62-620, FAC
Phosphorus, Total (as P)	mg/L	Max	Report	Quarterly Maximum	62-620, FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	Report	Quarterly Maximum	62-620, FAC

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA140945-006-IW5D expires on October 26, 2011. The additional effluent parameters and groundwater parameters are based on the incorporation of the Demineralization Concentrate Specific Conditions under Rule 62-620.625(6), Florida Administrative Code.

5. INDUSTRIAL SLUDGE MANAGEMENT

6. GROUND WATER MONITORING REQUIREMENTS

Ground water monitoring requirements have been established in accordance with Chapters 62-520 and 62-620.625(6), F.A.C.

7. PERMIT SCHEDULES

This permit is accompanied by AO SD-063, effective November 9, 2011, which includes a schedule of compliance.

8. BEST MANAGEMENT PRACTICES/STORMWATER POLLUTION PREVENTION PLANS

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

This permit is accompanied by AO SD-063, effective November 9, 2011, which includes a schedule of compliance. The AO is hereby incorporated by reference. The Administrative Order for this facility is to provide reasonable assurance that the Groundwater Monitoring exceedances can be addressed with corrective actions by the permittee.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 13. Copies will be provided at a minimal charge per page.

12. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Permit Issuance

November 9, 2011

13. DEP CONTACT

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

Deanna Newburg  
Wastewater Engineering Specialist Supervisor  
South District Office

2295 Victoria Ave Suite 364  
Ft. Myers, FL 33902-2549

Telephone No.: 239-344-5600

**EXHIBIT J**  
**Rule 25-30.037(2)(r)**

**A copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary standards drinking water report.**

See attached.



SUN RIVER UTILITIES, INC. - 2014 FL. DEPT. OF ENVIRONMENTAL PROTECTION



# Florida Department of Environmental Protection

South District  
P.O. Box 2549  
Fort Myers, FL 33902-2549

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

June 8, 2012

Mr. Joel Schenkman, President  
Sun River Utilities, Inc.  
5195 NW 77<sup>th</sup> Ave.  
Miami, Florida 33166-5524  
[Oldebridge9@aol.com](mailto:Oldebridge9@aol.com)

Re: Charlotte County - PW  
Sun River Utilities, Inc.  
PWS I.D. Number: 6084074  
Compliance Inspection Report

Dear Mr. Schenkman:

Enclosed is your copy of the recently completed Compliance Inspection Report for the referenced public drinking water system.

If there are deficiencies listed in the Report, they may be violations of Rules 62-550 and 62-555, F.A.C. Please correct all deficiencies as soon as possible and notify the Department in writing of corrective actions completed no later than July 12, 2012. For those deficiencies which cannot be corrected by that date, please submit a written request for a time extension that proposes specific deadlines to complete corrective actions.

**If you have any questions, please contact me at the letterhead address or call 239-344-5688, or by e-mail at [gordon.romeis@dep.state.fl.us](mailto:gordon.romeis@dep.state.fl.us).** All correspondence must include the system name and PWS I.D. number.

Sincerely,

A handwritten signature in cursive script that reads "Gordon Romeis".

---

Gordon Romeis  
Environmental Consultant

CC: Michael Strand; [Strandm1@comcast.net](mailto:Strandm1@comcast.net)



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

South District Office  
P.O. Box 2549  
Fort Myers, FL 33902-2549

RICK SCOTT  
GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

April 15, 2013

Mr. Joel Schenkman  
5195 NW 77 Avenue  
Miami, Florida 33166-5524

Re: Charlotte County - PW  
Sun River Utilities - WTP  
PWS I.D. Number: 6084074  
Sanitary Survey Report

Dear Mr. Schenkman,

Enclosed is your copy of the recently completed Sanitary Survey Report for the referenced public drinking water system.

If there are deficiencies listed in the Report, they may be violations of Rules 62-550 and 62-555, F.A.C. Please correct all deficiencies as soon as possible and notify the Department in writing of corrective actions completed by May 1, 2013. For those deficiencies which cannot be corrected by that date, please submit a written request for a time extension that proposes specific deadlines to complete corrective actions.

**If you have any questions, please contact me at the letterhead address or call 239-344-5688, or by e-mail at [Gordon.Romeis@dep.state.fl.us](mailto:Gordon.Romeis@dep.state.fl.us).** All correspondence must include the system name and PWS I.D. number.

Sincerely,

A handwritten signature in cursive script that reads 'Gordon Romeis'.

---

Gordon Romeis  
Environmental Consultant

Cc: Mike Strand, [strandm1@comcast.net](mailto:strandm1@comcast.net)



**SURVEY SUMMARY**

**SURVEY ESSENTIALS**

Water System Name: Sun River Utilities  
Date(s) Surveyed: 4/2/13  
Survey Inspector(s): Gordon Romeis  
Person(s) Contacted: Mike Strand

**WATER SYSTEM INFORMATION**

PWS ID: 6084074 System (Office) Address: 29026 Wood Duck Drive, Punta Gorda, FL 33982  
Phone: 305-463-9838 Cell: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email: Oldebridge9@aol.com

**OWNER INFORMATION**

Owner Name: Mr. Joel Schenkman Owner Title: Owner  
Owner Address: 5195 NW 77 Ave City: Miami State: FL Zip: 33166-5524  
Owner Phone: 305-463-9838 Cell: \_\_\_\_\_  
Fax Number: \_\_\_\_\_ Email: Oldebridge9@aol.com

**OPERATOR INFORMATION**

Operator Name: Mike Strand Lead Operator Class & Certification Number: C-0006265  
Operator Address: 139 SW Peckham City: Port Charlotte State: FL Zip: 33952  
Operator Phone: 863-990-1393 Cell: 941-380-1328  
Fax Number: \_\_\_\_\_ Email: Strandml@comcast.net

**SYSTEM CHARACTERISTICS SUMMARY**

**Source Summary:**  
Number of Sources: 2 wells  
 Surface Name of Source(s): \_\_\_\_\_  
 Purchase Name of System(s): \_\_\_\_\_

**Treatment Summary:**  
Number of Plants: 1 Number of Operators: \_\_\_\_\_  
 Disinfection  Aeration  Coagulation  
 Stabilization  Filtration  Flocculation  
Corrosion Control  Softening  Reverse Osmosis

**Service Area Characteristics Summary:**

City or Community  Residential  Mobile Home Park  Institution  Medical  School  Wholesaler  Other: \_\_\_\_\_  
Number of Service Connections: 40 Population Served: 90 Approx number of outstanding DEP permits \_\_\_\_\_

**Demand & Capacity:**

Maximum Daily Demand: 26,400 Total Design Capacity: 40,000 Total Storage Capacity: 35,000  
Average Daily Demand: 4,792 Stand-by Power Capacity: NA Firm Capacity: NA  
Comment: \_\_\_\_\_

**SYSTEM COMPLIANCE SUMMARY**

**Past Compliance Status Summary:**

Date of last inspection: 5/16/12 Results:  In compliance  Deficiencies, but not significant  Out of compliance  
Date of last sanitary survey: 2/25/2010 Results:  In compliance  Deficiencies, but not significant  Out of compliance

**Current Sanitary Survey Results:**

In Compliance  Deficiencies, but not significant  Out of compliance  
Comment: \_\_\_\_\_



**SOURCE (GROUNDWATER)**

GROUNDWATER WELLS							
Well Name or Number	1	2					
Florida Unique Well Identification	AAH9009	AAH9008					
Year Drilled	1980	1980					
Depth Drilled	230	230					
Aquifer Name	FLORIDAN	FLORIDAN					
Depth & Diameter of casing?	4	4					
Depth of Screen & Material	125	125					
Depth of grouting & type?							
Depth to Static Water Level?	46	46					
Pump Type	submersible	submersible					
Horse Power							
Rated Pump Capacity (GPM@PSI)	50 GPM	40 GPM					
Normal Yield (GPM @ PSI)							
Proper raw water tap?	Y	Y					
Proper casing height?	Y	Y					
Well head properly sealed?	Y	Y					
Proper casing vent?	Y	Y					
Dumpline installed?	Y	Y					
Proper Check Valve?	Y	Y					
Air-relief valve installed?	Y	N					
Proper Water Meter?	NA	NA					
Meter check for accuracy?	NA	NA					
Overall Site Condition	POOR see below	GOOD					

Comments:

**GROUNDWATER QUANTITY, QUALITY, AND PROTECTION**

- Total Source Capacity (TSC) exceeds Maximum Daily Demand (MDD)?  Yes  No \_\_\_\_\_
- TSC (excluding best well) exceed the Average Daily Demand?  Yes  No \_\_\_\_\_
- Does the Water Management Permitted Capacity exceed the MDD?  Yes  No \_\_\_\_\_
- Any routinely utilized interconnections with neighboring systems?  Yes  No \_\_\_\_\_
- Any unused or improperly abandoned wells within the system?  Yes  No \_\_\_\_\_
- Is water system using the highest quality sources known?  Yes  No \_\_\_\_\_
- Do all source(s) maintain complaint water quality standards?  Yes  No \_\_\_\_\_
- Does the system have an emergency spill response plan?  Yes  No \_\_\_\_\_
- Are the synthetic organic chemical (SOC) waivers accurate?  Yes  No \_\_\_\_\_

Comments:



DISINFECTION - PLANT INFORMATION	Sun River	Plant Name	Comment
Chlorinator Type (gas, hypo, chloramination)	HYPO		
Condition of Chlorination Equipment	Good		
Capacity (PPD, GPD)	85 GPD		
Chlorine Feed Rate (PPD, GPD)	2 GPD		
Max Day Run Time (Hr/Day)	2.5-3 HR/DAY		
Is chlorinator manual or flow paced?	FLOW		
Loss of chlorination alarm function?	YES		
Chlorine leak detection functioning?	NA		
Chlorine detection equipment & alarms tested?	NA		
Operation and maintenance manual onsite?	Y		
Compliant housing/security	Y		
Overall condition of facility	GOOD		
Stand-by Power Capability?	NA		
<b>POE Chlorine Residual/pH</b>			

**HYPO CHLORINATION**

Sodium or Calcium Hypo Chlorite? SODIUM

Positive Displacement Pump? Y

Solution strength 10.5%

How often replenished? MONTHLY

Solution tank compliant? (cover/measure/drain) Y

Adequate spill containment? NA

Any bacteriological MCL's in last 12 months? NO If yes, explain? \_\_\_\_\_

Comments: \_\_\_\_\_

**OTHER TREATMENTS (CHECK  IF APPLICABLE OR OPTIONALLY REMOVE SECTION IF NOT APPLICABLE)**

**AERATION**

Why is aeration used? H2S REMOVAL

What type of aeration system is used? FORCED AIR

What parameters are monitored to evaluate the performance of the process? chlorine demand

Is the aerator isolated from any contaminants which could be pulled from the air supply?  Yes  No Is screening intact?  Yes  No

Appropriate mesh size (#24)?  Yes  No Aerator adequately covered?  Yes  No Chlorination after aeration?  Yes  No

Comments: \_\_\_\_\_

**MEMBRANES**

What type of pre-treatment is used? CARTRIDGE FILTER

Date of the membrane installation? 2012 Are safeguards in place to warn operators of membrane failure?  Yes  No

What is fouling rate of membranes? UNKNOWN What is the expected life of the membranes? 5 YEARS

What is the frequency of cleaning and disposal of cleaning fluids and brines? ANNUAL / DISPOSED WITH CONCENTRATE

What is the condition of the plant, gauges, and appurtenances? OK

What is the operating pressure? 225 PSI If a field test of conductivity of TDS is sampled, what was the result? NA

Comment: ADDING AQUAFEED A 600 ANTI SCALANT.

**DISTRIBUTION**

**MAINS, HYDRANTS, & VALVES**

Material:  PVC  Ductile Iron  Steel  Concrete  Asbestos-Cement Pipe Size Max. (in) 6" Min 2" PSI Max 60 Min 40

Are main breaks recorded?  Yes  No Standard Operating Procedures (SOP) for main repair?  Yes  No

Are all connections metered?  Yes  No Meters (installed after 2003) NSF approved?  Yes  No

Flushing program compliant?  Yes  No Any Auto-flush?  Yes  No

Valve maintenance program compliant?  Yes  No # of in-line valves: 2 How often exercised? \_\_\_\_\_

**CROSS-CONNECTION CONTROL (CCC)**

Written CCC Program Compliant?  Yes  No Is the program adequately implemented?  Yes  No Annual Testing Required:  Yes  No

Total Number of Devices: 1 Approx. # RPZ's: 1 DCVA's: \_\_\_\_\_ PVB's: \_\_\_\_\_ Other: \_\_\_\_\_ Approx. # of tests last year: 1

Any cross-connections observed during survey?  Yes  No If yes, describe: \_\_\_\_\_

**MAPS, ENGINEERING, AND PERMITTING**

MAPS INCLUDE:  Lines (all)  Valves  Flush/Fire Hydrants  Storage/Booster Pumps  Interconnections

Line Size  Line Material  Updates  Air relief/Blow-off Valves  Complaints

SOP for new line installation and clearance?  Yes  No NA Hydraulic model been performed?  Yes  No



Approximate number of outstanding permits distribution permits? 0

Any currently in use without clearance?  Yes  No

RESIDUAL DISINFECTANT AND MONITORING

Chlorine Residual Max (mg/L): 4 Min .2 Are residuals tested in the system daily?  Yes  No How many sampling sites? 2

FIELD TESTING	Plant tap	Ibis blow off		
Free and/or total Cl (MGL)	0.4 @ 9:20 am	1.3 @ 9:43		
pH				

STORAGE FACILITIES

Tank Name or Number	1	2	3	4	5	6	HYDRO	
Storage Type	GST	GST	GST	GST	GST	GST	Hydropneumatic	
Tank Material	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	STEEL	
Capacity (Gallons)	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
Watertight Roof/Hatch?	Y	Y	Y	Y	Y	Y	Y	
Venting/Screens Proper?	Y	Y	Y	Y	Y	Y	NA	
Overflow Proper?	Y	Y	Y	Y	Y	Y	NA	
Level/PSI Indicator Functional?	Y	Y	Y	Y	Y	Y	Y	
Compliant Security?	YES	YES	YES	YES	YES	YES	YES	
Overall Condition?	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	
Date of last annual inspection	2012	2012	2012	2012	2012	2012	2012	
Year of last 5 year inspection?	2012	2012	2012	2012	2012	2012	2012	
Year of last washout	2012	2012	2012	2012	2012	2012	2012	
Storage capacity exceed 25% of the max day?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Is the interior tank coating NSF/ANSI approved?					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Do any of the ground storage tanks have baffles?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Any elevated storage tanks utilize altitude valves?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Do the storage tanks have a proper turnover?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Do the storage facilities utilize low level alarms?					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How are tanks levels controlled:	<input type="checkbox"/> Manually <input checked="" type="checkbox"/> Auto (onsite) <input type="checkbox"/> Auto (SCADA)							

Comment:

PUMPS AND CONTROLS

Pump Name or Model	HS 1	HS-2				
Type	CENTRIFUGAL	CENTRIFUGAL				
Horsepower	15	15				
Pump Capacity-MG/day	290 GPM	290 GPM				
Proper valves/gauges?	Y	Y				
Overall Condition?	SOME RUST	SOME RUST				
Housing/Security?	Y	Y				

Adequate access for maintenance & pump removal?  Yes  No  
Are transmission lines visible and in good condition?  Yes  No  
Capacity Compliant?  Yes  No

Pump lubrication NSF/ANSI Approved?  Yes  No  
Overall Capacity Compliant?  Yes  No

Comment:

MONITORING, REPORTING, & DATA VERIFICATION

MONITORING PLANS AND PROGRAMS

Required Monitoring Plans:  Bacteriological  DBP  Pb/Cu  CCC  Emergency Preparedness  Other:  
Adequate monitoring in place?  Yes  No Is monitoring program adequately maintained and followed?  Yes  No  
Proper monitoring procedures?  Yes  No Results adequately recorded?  Yes  No Records maintained?  Yes  No  
Timely submittal of samples?  Yes  No Compliance samples analyzed by a Certified Lab?  Yes  No

MONITORING FACILITIES AND EQUIPMENT

Testing facilities adequate?  Yes  No  Not Applicable Testing equipment adequate?  Yes  No  
Are the reagents in date?  Yes  No Proper procedures for calibrating monitoring equipment?  Yes  No  
Which parameters does the system monitor?  Chlorine  pH  F  PO4  Fe  H2S  Other(s) CONDUCTIVITY

FILE REVIEW

Does the system maintain adequate compliance records?  Yes  No

**SYSTEM MANAGEMENT AND OPERATION**

**ADMINISTRATION**

Formal Organization Chart:  Available  Not available      Operating authority to make decisions:  Sufficient  Insufficient  
 Administrators familiar with the SDWA:  Yes  No

**INFORMATION MANAGEMENT**

Does the utility manage the following information (check if yes):  
 Maintaining plans       Updating maps       Handling customer complaints  
 Collecting O & M data       SOPs       Maintenance Records       Financial Records  
 Does the system track typical operating data such as unaccounted-for water?  Yes  No  
 Customer Complaints?  Yes  No

**COMMUNICATION**

Communication effective between management, operations, & FDEP?  Yes  No

**PLANNING**

Written available plans for:  Sampling & monitoring       Materials Survey       Water Quality Parameters       Repair replacement & expansion

**PERSONNEL**

Proper staffing  Yes  No      Proper qualifications  Yes  No      Proper training  Yes  No

**FACILITIES AND EQUIPMENT**

Preventative Maintenance Program in place?  Yes  No  
 Facilities for storing parts, equipment, vehicles, traffic control devices, & supplies sufficient?  Yes  No  
 Are facilities for personnel adequate?  Yes  No      Are system facilities adequate?  Yes  No  
 Maintenance of facilities adequate?  Yes  No      Equipment properly sized?  Yes  No

Comments:

**OPERATOR STAFFING REQUIREMENTS**

Treatment Category/Class: 2C      Lead Operator Name & Class/Cert. Number: Mike Strand C - 0006257

Staffing Requirements: See Comment      Total Number of Operators Staffed 1      Staffing meet FAC 62-699?  Yes  No

Name(s) of all other operator(s) and Class & Cert. number: Mike Strand C - 0006257

Comments: Less than 0.1 MGD Staffing by Class C or higher operator: 5 visits per week and one visit each weekend for a total of 2.4 hours/week.

**TECHNICAL ASSISTANCE**

Technical assistance providers (tap) recommended?  Yes (see enclosed tap information)  No tap recommended at this time  
 CPE required?  Yes  No      Should a CTA be performed?  Yes  No

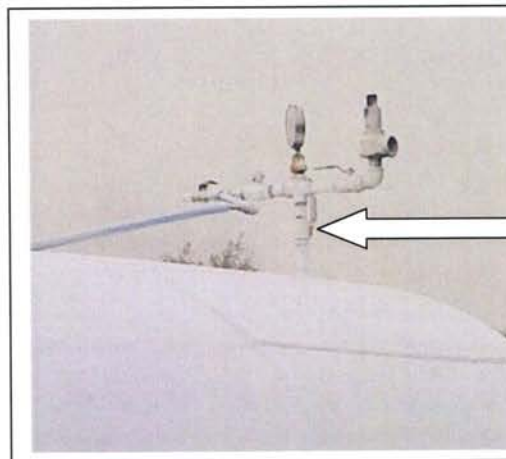
Comments:

**SUMMARY OF DEFICIENCIES AND RECOMMENDATIONS FOR TECHNICAL ASSISTANCE**

1. The high service pumps and associated piping are corroding. Please clean and repaint them. Rule 62-555.350 (2), Florida Administrative Code (F.A.C.)
2. The compressor used to provide air for the hydropneumatic tank is not functional. Please repair or replace the compressor. Rule 62-555-350 (2), F.A.C.
3. The hydropneumatic tank has a shut off valve installed between the tank itself and the pressure relief valve. Please lock or seal the shutoff valve open for normal operation. The O&M manual for the plant should include procedures that identify who may close the shutoff valve, instructing such person(s) to remain at the shutoff valve during the time the shutoff valve is closed and requiring them to lock or seal the shutoff valve open before leaving the shutoff valve. Rule 62-555-350 (2), F.A.C.
4. Well number 1 is overgrown with vegetation. In addition there is piping and debris located around the well enclosure. Please remove the vegetation and debris. Rule 62-555-350 (2), F.A.C.

It is recommended that an additional auto flush unit be installed at the dead end of Condor Street.

**PHOTOS**







Inspector Signature *Gordon Rome* Date: April 15, 2013

*James Di...*

Reviewer's Signature \_\_\_\_\_ Date: April 15, 2013



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

SOUTH DISTRICT  
P.O. BOX 2549  
FORT MYERS, FL 33902-2549

RICK SCOTT  
GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

July 23, 2013

A A Reeves III  
Sun River Utilities, Inc.  
PO Box 2547  
Fort Myers, FL 33902

Re: Compliance Assistance Offer  
Sun River Utilities WWTP  
FLA014062  
Charlotte County

Compliance Assistance Offer  
Sun River Utilities RO  
FLA140945  
Charlotte County

Dear Mr. Reeves,

A compliance evaluation inspection was conducted at your facilities on June 18, 2013, under the authority of Section 403.091, Florida Statutes (F.S.). During the inspection, possible violations of Chapter 403, F.S., and Chapter 62-600, Florida Administrative Code (F.A.C.) were observed. The purpose of this letter is to offer you compliance assistance as a means of resolving these matters.

Please see the attached inspection reports for a full account of Department observations and be advised this Compliance Assistance Offer is part of an agency investigation preliminary to agency action in accordance with Section 120.57(5), F.S. We request you review the items of concern noted in the attached inspection reports and respond in writing within **15 days** of receipt of this Compliance Assistance Offer. Your written response should either:

1. Describe what you have done to resolve the issue ,
2. Provide information that either mitigates the concerns or demonstrates them to be invalid, or
3. Arrange for one of our inspectors to visit your facility to offer suggested actions to return to compliance without enforcement.

It is the Department's desire that you are able to document compliance or corrective actions concerning the possible violations identified in the attached inspection reports so that this matter can be closed without enforcement. Your failure to respond promptly in writing (or by e-mail) may result in the initiation of formal enforcement proceedings.

Sun River Utilities WWTP & RO  
FLA014062 & FLA140945  
Compliance Assistance Offer  
Page 2 of 2

Please address your response and any questions to Diane Loughlin of the South District Office at (239) 344-5641 or whenever possible, electronically via e-mail at [Diane.Loughlin@dep.state.fl.us](mailto:Diane.Loughlin@dep.state.fl.us). We look forward to your cooperation with this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. McLaurin', with a long horizontal line extending to the right.

---

Albert D. McLaurin, P.E.  
Assistant Director  
South District Office

ADM/DEL/mf

Enclosures: Inspection Reports (and attachments)

cc: Michael J. Strand, MJS Utilities ([strandm1@comcast.net](mailto:strandm1@comcast.net))  
Allen Slater, FRWA ([allen.slater@frwa.net](mailto:allen.slater@frwa.net))

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

**WASTEWATER COMPLIANCE INSPECTION REPORT**

FACILITY AND INSPECTION INFORMATION

@ = Optional

Name and Physical Location of Facility Sun River Utilities RO Plant FKA Oaks at Rivers Edge 1601 Hunter Creek Dr Punta Gorda, FL 33982 - 1133	WAFR ID: FLA140945	County Charlotte	Entry Date/Time 6/18/2013 3:05:00 PM
		Phone (239) 543-1005	@ Exit Date/Time 6/18/2013 3:25:00 PM
Name(s) of Field Representatives(s)	Title	Email	Phone
Name and Address of Permittee or Designated Representative A A Reeves III PO Box 2547 Fort Myers, FL 33902 - 2547	Title Vice President	Phone (239) 543-1005	@ Operator Certification #
	Email oldbridge9@aol.com		

Inspection Type: <input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> I <input type="checkbox"/> S	Samples Taken(Y/N): N	@ Sample ID#:	Samples Split (Y/N): N
<input type="checkbox"/> Domestic <input checked="" type="checkbox"/> Industrial	Were Photos Taken(Y/N): Y	@ Log book Volume :	@ Page

**FACILITY COMPLIANCE AREAS EVALUATED**

IC: In Compliance; MC: Minor Out of Compliance; NC: Out of Compliance SC: Significant Non-Compliance;  
NA: Not Applicable; NE or Blank: Not Evaluated

Significant Non-Compliance Criteria Should be Reviewed When Out of Compliance Ratings Are Given in Areas Marked by a "♦"

	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL
IC	1. ♦ Permit	NA	3. Laboratory	IC	6. Facility Site Review	NA	9. ♦ Effluent Quality
NE	2. ♦ Compliance Schedules	NE	4. Sampling	NE	7. Flow Measurement	IC	10. ♦ Effluent Disposal
		NC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	NA	11. Biosolids/Sludge
						NC	12. Groundwater
NA	14. Other:					NE	13. SSO Survey

Facility and/or Order Compliance Status:  In-Compliance  Out-Of-Compliance  Significant-Out-Of-Compliance

Recommended Actions:

Name(s) and Signature(s) of Inspector(s) Diane Loughlin <i>Diane Loughlin</i>	District Office/Phone Number SD/ (239)344-5600	Date 6-27-2013
@ Signature of Reviewer Brandon Ivey <i>Brandon Ivey</i>	District Office/Phone Number SD/(239)344-5653	Date 6/28/2013

Single Event Violation Code(s):

## INSPECTION REPORT SUMMARY

**Facility Name:** Sun River Utilities RO Plant FKA Oaks at Rivers Edge

**Facility ID:** FLA140945

**Inspection Type:** CEI

**Inspection Date:** 6/18/2013 3:25:00 PM

### FACILITY BACKGROUND:

**Facility Address:** 1601 Hunter Creek Dr, Punta Gorda, FL 33982 - 1133, Charlotte County

**Program/ Permit Information:** IW, permit issue date: 11/9/2011, expiration date: 11/8/2016

**Permitted Capacity:** 0.017 MGD

1. **Permit:** RATING – IN COMPLIANCE

1.1 **Observation:** No observations were recorded.

2. **Compliance Schedules:** RATING – NOT EVALUATED

2.1 **Observation:** The facility failed to meet the schedule in the permit/order.

**Additional Comments:** Does not appear that the schedules in the AO have been completed. No record of having received monthly progress reports or permit application as stipulated by AO. Please provide the Department with an update on the status of the AO schedule items.

3. **Laboratory:** RATING – NOT APPLICABLE

4. **Sampling:** RATING – NOT EVALUATED

5. **Records and Reports:** RATING – **OUT OF COMPLIANCE**

**Deficiency Description:**

5.1 **Observation:** *General* – A review of the Discharge Monitoring Reports revealed the following.

**Additional Comments:** Does not appear that monthly, quarterly and annual DMRs for the RO reject water have been submitted to the Department.

**Permit/Rule or Other Reference:**

Section I. B. 2. of the permit states that 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, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to 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... The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall submit the completed DMR forms to the Department's South District Office at the address specified in Permit Condition I.B.3. by the twenty-eighth (28th) of the month following the month of operation. If submitting electronic DMR forms, the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation.

**Please Note: A more efficient and paperless alternative to reporting discharge and groundwater monitoring data is available at <http://www.edmr.dep.state.fl.us>.**

Facility Name: Sun River Utilities RO Plant FKA Oaks at Rivers Edge

Inspection Date: 6/18/2013 3:25:00 PM

6. **Facility Site Review:** RATING – IN COMPLIANCE

6.1 Observation: *General* – The facility grounds were secured properly.

6.2 Observation: *General* – The facility grounds were clean and well maintained.

7. **Flow Measurement:** RATING – NOT EVALUATED

8. **Operation and Maintenance:** RATING – IN COMPLIANCE

8.1 Observation: *General* – The facility was operated and maintained in accordance with the description in the Permit.

9. **Effluent Quality:** RATING – NOT APPLICABLE

10. **Effluent Disposal:** RATING – IN COMPLIANCE

10.1 Observation: *General* – At the time of the inspection, the facility was not discharging.

10.2 Observation: *General* – Please see specific comment

Additional Comments: Spray field appeared to be well-maintained.

11. **Biosolids/Sludge:** RATING – NOT APPLICABLE

12. **Groundwater Quality:** RATING – **OUT OF COMPLIANCE**

Deficiency Description:

12.1 Observation: Please see specific comment

Additional Comments: Does not appear that Department has received groundwater sampling results for 2012-2013. 4 wells observed at the spray field but only 3 are listed in permit.

Permit/Rule or Other Reference:

Refer to Section III.B. of the permit for well locations and sampling requirements.

13. **SSO Survey:** RATING – NOT EVALUATED

14. **Other:** RATING – NOT APPLICABLE

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

**WASTEWATER COMPLIANCE INSPECTION REPORT**

FACILITY AND INSPECTION INFORMATION

@ = Optional

Name and Physical Location of Facility Sun River Utilities WWTP FKA Oaks at Rivers Edge 1601 Hunter Creek Dr Punta Gorda, FL 33982 - 1133	WAFR ID: FLA014062	County Charlotte	Entry Date/Time 6/18/2013 2:03:00 PM
		Phone (239) 543-1005	@ Exit Date/Time 6/18/2013 3:03:00 PM
Name(s) of Field Representatives(s)	Title	Email	Phone
Name and Address of Permittee or Designated Representative A A Reeves III PO Box 2547 Fort Myers, FL 33902 - 2547	Title Vice President	Phone (239) 543-1005	@ Operator Certification #
	Email oldbridge9@aol.com		
Inspection Type: <input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> I	Samples Taken(Y/N): N	@ Sample ID#:	Samples Split (Y/N): N
<input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Industrial	Were Photos Taken(Y/N): Y	@ Log book Volume :	@ Page

**FACILITY COMPLIANCE AREAS EVALUATED**

IC: In Compliance; MC: Minor Out of Compliance; NC: Out of Compliance SC: Significant Non-Compliance;  
NA: Not Applicable; NE or Blank: Not Evaluated

Significant Non-Compliance Criteria Should be Reviewed When Out of Compliance Ratings Are Given in Areas Marked by a "♦"

	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL
IC	1. ♦ Permit	NA	3. Laboratory	NC	6. Facility Site Review	NC	9. ♦ Effluent Quality
NA	2. ♦ Compliance Schedules	IC	4. Sampling	NE	7. Flow Measurement	NC	10. ♦ Effluent Disposal
		MC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	NE	11. Biosolids/Sludge
						NA	12. Groundwater
NE	14. Other:					NE	13. SSO Survey

Facility and/or Order Compliance Status:  In-Compliance  Out-Of-Compliance  Significant-Out-Of-Compliance

Recommended Actions:

Name(s) and Signature(s) of Inspector(s) Diane Loughlin <i>Diane Loughlin</i>	District Office/Phone Number SD/ (239)344-5600	Date 6-27-2013
@ Signature of Reviewer Brandon Ivey <i>Brandon Ivey</i>	District Office/Phone Number SD/(239)344-5653	Date 6/28/2013

Single Event Violation Code(s):

## INSPECTION REPORT SUMMARY

**Facility Name:** Sun River Utilities WWTP FKA Oaks at Rivers Edge  
**Facility ID:** FLA014062  
**Inspection Type:** CEI  
**Inspection Date:** 6/18/2013 3:03:00 PM

### FACILITY BACKGROUND:

**Facility Address:** 1601 Hunter Creek Dr, Punta Gorda, FL 33982 - 1133, Charlotte County  
**Program/ Permit Information:** DW, permit issue date: 8/21/2009, expiration date: 8/20/2014  
**Permitted Capacity:** 0.06 MGD

1. **Permit:** RATING – IN COMPLIANCE

1.1 **Observation:** A copy of the permit was onsite and available to plant personnel.  
**Additional Comments:** At RO plant.

2. **Compliance Schedules:** RATING – NOT APPLICABLE

3. **Laboratory:** RATING – NOT APPLICABLE

4. **Sampling:** RATING – IN COMPLIANCE

4.1 **Observation:** Safe and dry access to influent and effluent sampling points are provided.

5. **Records and Reports:** RATING – MINOR OUT-OF-COMPLIANCE

5.1 **Observation:** *General* – Please see specific comment  
**Additional Comments:** According to operator, all records kept at RO plant.

**Deficiency Description:**

5.2 **Observation:** *General* – Discharge Monitoring Reports were not completed properly.  
**Additional Comments:** Transcription and calculation errors.

5.3 **Observation:** *General* – A review of the Discharge Monitoring Reports revealed the following.  
**Additional Comments:** Jan, Mar-Oct, and Dec 2012 and Jan-Mar 2013 DMRs were received late. Influent sample results not reported for May 2012 (sample bottles leaked).

**Permit/Rule or Other Reference:**

F.A.C. Rule 62-601.300(b) states that Parts A and B of DEP Form 62-620.910(10) shall be completed and submitted on a monthly basis and in a timely manner so as to be received by the appropriate District Office of the Department by the twenty-eighth (28th) of the month following the month of operation.

**Please Note: A more efficient and paperless alternative to reporting discharge and groundwater monitoring data is available at <http://www.edmr.dep.state.fl.us>.**

6. **Facility Site Review:** RATING – OUT OF COMPLIANCE

6.1 **Observation:** *General* – The facility grounds were secured properly.  
6.2 **Observation:** *General* – The facility grounds were clean and well maintained.



6.3 Observation: General – Foul odors did not permeate beyond the boundaries of the plant site at the time of the inspection.

6.4 Observation: Backflow Prevention – A reduced pressure zone backflow prevention device was in place on the potable water supply line.

6.5 Observation: Backflow Prevention – The reduced pressure zone backflow prevention device was free from leaks and necessary repair.

Additional Comments: Tested Nov 2012 by Mike Douglass Plumbing.

6.6 Observation: LiftStations – The cover on the lift station was locked.

**Deficiency Description:**

6.7 Observation: LiftStations – Please see specific comment

Additional Comments: Appears to be I&I problems at lift station. Seam in wet well needs to be sealed.

6.8 Observation: AerationBasins/Act.Sludge – The aeration basins were not providing adequate mixing. Several dead spots were observed in the basins.

Additional Comments: Uneven mixing.

6.15 Observation: Clarifiers – Gasification is occurring in the clarifier causing solids to rise to the surface.

6.16 Observation: Disinfection – There was an accumulation of solids in the chlorine contact chamber.

6.22 Observation: Ponds/Lagoons – The lagoon berms need to be stabilized by planting sod or some type of vegetative cover.

Additional Comments: Outer berm of south perc pond cell appears to have been compromised and is in need of repair.

**Permit/Rule or Other Reference:**

F.A.C. Rule 62-600.410(6) states that all facilities and equipment necessary for the treatment, reuse, and disposal of domestic wastewater and domestic wastewater residuals shall be maintained, at a minimum, so as to function as intended.

6.9 Observation: AerationBasins/Act.Sludge – The air line(s) to the aeration basin was free from leaks at the time of the inspection.

6.10 Observation: AerationBasins/Act.Sludge – The RAS line was properly located.

6.11 Observation: Blowers/Motors – The blower was operational at the time of the inspection.

6.12 Observation: Blowers/Motors – The secondary blower motor was operational.

6.13 Observation: Blowers/Motors – The blowers were equipped with belt guards.

6.14 Observation: Clarifiers – The clarifier weirs appear to be level.

6.17 Observation: Digestors – The tank contents in the aerobic digester were well mixed.

6.18 Observation: Digestors – The digestors were free from excessive odors.

6.19 Observation: Digestors – The digester was free from excessive foaming.

6.20 Observation: Ponds/Lagoons – The treatment lagoon appeared to have adequate freeboard space.

6.21 Observation: Ponds/Lagoons – The treatment lagoon was properly secured to prevent unauthorized access.

**7. Flow Measurement: RATING – NOT EVALUATED**

**8. Operation and Maintenance: RATING – IN COMPLIANCE**

8.1 Observation: General – A certified operator as required by Rule 62-602 and the Permit, was operating the WWTF.

9. **Effluent Quality:** RATING – **OUT OF COMPLIANCE**

Deficiency Description:

9.1 Observation: The final effluent chlorine residual was not within the acceptable range.

Additional Comments: Cl<sub>2</sub> = 0.06 mg/L (as measured by DEP meter #6115). Cl<sub>2</sub> feed pump was not running.

Permit/Rule or Other Reference:

F.A.C. Rule 62-600.440(4)(b) requires a total chlorine residual of at least .5 mg/L to be maintained after at least 15 minutes contact time at peak hourly flow.

9.2 Observation: A review of the Discharge Monitoring Reports did not reveal any effluent exceedances.

10. **Effluent Disposal:** RATING – **OUT OF COMPLIANCE**

10.1 Observation: *General* – The facility was discharging at the time of the inspection.

10.2 Observation: *General* – The effluent was free from visible sheen at the time of the inspection.

10.3 Observation: *General* – The effluent was free from excessive turbidity.

10.4 Observation: *General* – The effluent was free from excessive foam.

Deficiency Description:

10.5 Observation: *General* – The disposal pond berms were overgrown with vegetation.

10.6 Observation: *General* – The disposal ponds were overgrown with vegetation.

Permit/Rule or Other Reference:

F.A.C. Rule 62-610.523(6) states that rapid infiltration basins, percolation ponds, basins, trenches, or cells shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids.

11. **Biosolids/Sludge:** RATING – NOT EVALUATED

12. **Groundwater Quality:** RATING – NOT APPLICABLE

13. **SSO Survey:** RATING – NOT EVALUATED

14. **Other:** RATING – NOT EVALUATED

14.1 Observation: Please see specific comment

Additional Comments: Spoke with operator regarding concerns/deficiencies at the time of inspection.

Sun River Utilities WWTP (FLA014062)  
Photos by Diane Loughlin on 6/18/2013

I certify that these photos represent the true  
on-site conditions observed  
and have not been altered in any way.

Diane Loughlin



1  
Leakage at lift station seam



2  
Pop ups in clarifier



3  
Solids in CCC



4  
Severely overgrown percolation pond

**ENTERED  
OCULUS**

**From:** Fitzgerald, Mary  
**To:** "[strandm1@comcast.net](mailto:strandm1@comcast.net)"; "[allen.slater@frwa.net](mailto:allen.slater@frwa.net)"  
**Cc:** [Newburg, Deanna](#); [Loughlin, Diane](#)  
**Subject:** Sun River Compliance Assistance  
**Date:** Tuesday, July 23, 2013 8:24:00 AM  
**Attachments:** [FLA014062 Sun River CAO Letter 7-23-13.pdf](#)

---

Dear Sirs,

Please send a "reply" message verifying receipt of the attached document.

Sincerely,

*Mary Fitzgerald*

Administrative Assistant  
FBEP  
2295 Victoria Avenue, Suite 364  
Fort Myers, FL 33901-2519  
Phone: 239-311-5704  
Fax: 350-412-0539  
Interagency: 35704  
Email: [Mary.Fitzgerald@dep.state.fl.us](mailto:Mary.Fitzgerald@dep.state.fl.us)





FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

SOUTH DISTRICT  
P.O. BOX 2549  
FORT MYERS, FL 33902-2549

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CATERA  
LT. GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

March 13, 2014

Mr. Joel Schenkman, President  
Sun River Utilities, Inc.  
5195 NW 77 Avenue  
Miami, Florida 33166-5524  
[Oldbridge9@aol.com](mailto:Oldbridge9@aol.com)

Re: Charlotte County - PW  
Sun River Utilities, Inc.  
PWS I.D. Number: 6084074  
Compliance Inspection Report

Dear Mr. Schenkman:

Department personnel conducted a Compliance Inspection of the above-referenced facility on March 5, 2014. Based on the information provided during and following the inspection, the facility was determined to be in compliance with the Department's rules and regulations. A copy of the inspection report is attached for your records.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Gordon Romeis at (239) 344-5688 or via e-mail at [Gordon.romeis@dep.state.fl.us](mailto:Gordon.romeis@dep.state.fl.us).

Sincerely,

Ajaya Satyal  
Environmental Manager

CC: Mike Strand, [strandm1@comcast.net](mailto:strandm1@comcast.net)

**Compliance Inspection Form**

**BASIC INSPECTION AND SYSTEM INFORMATION**

Date of Inspection: 3/5/2014  
 Water System: Sun River Utilities, Inc System Type: Community System PWS #: 6084074  
 System Address: 29026 Wood Duck Drive, Punta Gorda, Florida 33982  
 Owner Name: Joel Schenkman, President  
 Owner Address: 5195 NW 77 Avenue, Miami, Florida 33166-5524  
 Owner Phone: 305-463-9838 Owner Cell:  
 Owner Fax: 305-463-9881 Owner Email: oldbridge9@aol.com  
 Primary Contact Name: Mike Strand  
 Primary Contact Address: 139 SW Peckham, Port Charlotte, Florida 33952  
 Primary Contact Phone: 863-990-1393 Primary Contact Cell:  
 Primary Contact Fax: 941-235-2332 Primary Contact Email:  
 Operator Required?  Yes  No (if "No", Operator Section Not Applicable)  
 Operator Name: Mike Strand Operator Phone: 863-990-1393 Operator Email: strandm1@comcast.net

<b>SOURCE - WELL INFORMATION</b>	Well Number	AAH9009 - 1	AAH9008 - 2	<b>DISTRIBUTION</b>	Flushing of Dead Ends Compliant?	Y
	Well Artesian?	N	N		Valve Maintenance Compliant?	Y
	Setback Compliant?	Y	Y		Distribution Map (C/350 / 150)	NA
	Well Head Sealed? (Pad/Conduit/Openings)	Y	Y		Distribution CL Samples Compliant? <small>&gt;3300: 1 grab per day serving water or 5 days per wk (whichever less) &lt; 3300: 1 grab per day serving water or 2 days per wk (whichever less)</small>	Y
	Well Casing 12" Above Grade? (2002)	Y	Y		Records Properly Retained?	Y
	Casing Vent Compliant? (2003)	Y	Y		Preventative Maintenance Plan?	Y
	Check Valve Compliant?	Y	Y		Flow Meter Accuracy Checked? (5 yrs)	Y
	Tap Compliant? (smooth/12" high/ pre-check)	Y	Y		Bacteriological Sampling? (Plan / Sampling)	Y
	6' x 6' x 4" Well Apron? (2002)	Y	Y		Chemical Sampling? (Plan / Sampling)	Y
	Flow Measureable?	Y	Y		Process Performance Records?	Y
Well Security Measure Compliant?	Y	Y	Cross Connection Control Plan? (C)	Y		
Auxiliary Power? (C/350/ 150)	NA	NA	Any Cross Connections Observed?	N		
CL Storage Compliant (no organics/sun)		Y	Pb and Cu Sampling Plan? (C, NTNC)	Y		
Loss of Chlorine Alarm Compliant?		Y	Auxiliary Power Maintenance? (C)	NA		
CL Testing Following S.O.P.		Y	Emergency Response Plan? (C /350 / 150)	NA		
Plant Security Measures Compliant?		Y	O & M Log Compliant?	Y		
<b>TREATMENT</b>	<b>HYPO</b>	CL Solution NSF Approved?	Y	<b>OPERATOR</b>	Operator Visits Compliant	Y
		Solution Vat Compliant? (covered)	Y		MORs Submittal Compliant?	Y
		Safety: (Gloves/ Apron/ Eyewash/ Etc.)	Y			
	<b>GAS</b>	Spare Chlorination Compliant?	NA		Facility 4-Log Approved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Loss of Chlorine Alarm Compliant?	NA		4-Log Approval In Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		CL Room Complaint? (Separate/ Vented)	NA		<b>FOLLOW UP TO LAST INSPECTION</b>	
		Scale Compliant?	NA		Last Inspection Fully Complaint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Auto Switchover Provided?	NA	<b>CL FIELD SAMPLING RESULTS</b>				
Safety: (SCBA/ Gloves/ Ammonia/ Panic HW)	NA	Free Chlorine <input checked="" type="checkbox"/> Total Chlorine <input type="checkbox"/>				
<b>ADDITIONAL</b>	Pre filters, antiscalant.				6.5(mg/L)	0.3 (mg/L)
					Conducted By:	Conducted By:
					Gordon	Gordon
					Time:	Time:
					Not recorded	12:00
<b>STORAGE</b>	Tank Number	6-5,000 GST	5,000 Hydro	Location:	Location:	
	Inspections Compliant? (annual /5 yr)	Y	Y	POE	Blow off.	
	Overflow / Vents Compliant?	Y	NA	Inspector Used FDEP Test Kit # PW-2		
	Pressure Relief Valve Provided? (Hydro)	NA	Y			
Security Measures Compliant?	Y	Y				



**AREAS OF CONCERN**

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None

**REMARKS AND RECOMMENDATIONS**

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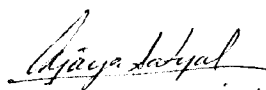
1. It is recommended that the grass be cleared around the South well.
2. It is recommended that the well house on the North well be repaired. The roof has holes in it and the walls are also starting to deteriorate.

**PHOTOS**

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None

Inspectors Signature:  Title: EC Date: [Click here to enter text.](#)

Review Signature:  Title: Env. Manager Date: 3/13/2014

**From:** [strandm1@comcast.net](mailto:strandm1@comcast.net)  
**To:** [Romeis, Gordon;](#)  
**cc:** [Sharon Utterback;](#)  
**Subject:** Corrective Actions Sun River Utilities  
**Date:** Friday, May 17, 2013 12:25:25 PM

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Gordon,

Per your request , the following work has been completed at Sun River Utilities To comply with your latest Sanitary Survey.

- 1) High service pumps have been repainted and rust removed.
- 2) A new oil free compressor was installed to charge the Hydro Tank.
- 3) The shut off valves located on top of the hydro-tank prior to the pressure relief valve have had the handles removed and an addendum added to the O & M Manual dictating that only the operator shall utilize them in the event maintenance is required.
- 4) East well pad has been cleaned and weeds cut down as well as the pipes and equipment repainted.
- 5) The auto flush has been reinstalled on the end of the line on Condor Dr.

Please confirm receipt of these corrective actions and let me know if this complies with your request.

Respectfully ,

Michael Strand  
MJS Utilities LLC



BASIC INSPECTION AND SYSTEM INFORMATION

Water system: SUN RIVER UTILITIES, INC. System Type: SC System PWS #: 6084074 Date of inspection: 05/16/2012

System address: 29026 WOOD DUCK DRIVE City: PUNTA GORDA State: FL Zip: 33982

System phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax number: \_\_\_\_\_ Email: \_\_\_\_\_

Owner name: MR. JOEL SCHENKMAN Owner title: PRESIDENT

Owner address: 5195 NW 77<sup>TH</sup> AVENUE City: MIAMI State: FL Zip: 33166

Owner phone: 305-463-9838 Cell: \_\_\_\_\_

Fax number: 305-463-9881 Email: Oldbridge9@aol.com

Operator required?  Yes  No (If "No", Operator sections not applicable) Operator name: MICHAEL STRAND

Operator Email: STRANDM1@COMCAST.NET Phone: 863-990-1393 Fax: 941-235-2332

Y=Yes N=No NA=Not Applicable \*=See comment below

SOURCE - WELL INFORMATION	Well Number	AAH-9008	AAH-9009	
	Setbacks Complaint?	Y	Y	
	Well head sealed? (Pad/conduit/openings)	*	Y	
	Well casing 12" above grade? (2002)	Y	Y	
	Casing vent compliant? (2003)	Y	Y	
	Check valve compliant?	Y	Y	
	Tap Compliant? (Smooth/12" high/pre-check)	Y	Y	
	6' x 6' x 4" pad (2002)	Y	Y	
	Flow measurable?	NA	NA	
	Auxiliary power? (C/350pop/150con)	NA	NA	
TREATMENT	Security measures compliant?	Y	Y	
	O & M manual compliant?		Y	
	Cl storage compliant (no organics/acid/sun)		Y	
	Treated sample tap provided?		Y	
	Security measures compliant?		Y	
	HYPO	Cl solution NSF approved?		Y
		Solution vat compliant?(covered/etc)		*
		Safety: (Gloves/Apron/Eyewash/etc)		N
	GAS	Spare chlorination compliant?		NA
		Loss of chlorine alarm compliant?		NA
Cl room compliant?(separate/ventilation)			NA	
Scales compliant?			NA	
Auto switchover provided?			NA	
Safety:(SCBA/Gloves/Ammonia/Panic HW)			NA	
OTHER	Aeration		Y	
	pH adjustment		NA	
	Orthophosphate		NA	
	Other: ANTI SCALANT		Y	
STORAGE	Tank Number	H	6-GST	
	Inspections compliant? (annual/5yr)	Due by 9/18/12	Due by 9/18/12	
	Overflow/Vents compliant?	NA	Y	
	Pressure relief valve provided? (hydro)	Y	NA	
	Security measures compliant?	Y	Y	

DISTRIBUTION	Flushing of dead ends compliant?	Y
	Valve maintenance compliant?	Y
MANAGEMENT	CCC Devices Test Annually?	*
	Pb and Cu sampling plan (C, NTNC)	Y
	Bacteriological sampling plan	Y
	Cross connection control plan (C)	Y
	Preventative maintenance plan	Y
	Flow meter accuracy checked? (5yrs)	Y
	Auxiliary power maintenance? (C)	NA
OPERATOR	CL testing following S.O.P.	
	Plant category and type?	2C
	Visits compliant?	Y
MORs submittal compliant?	Y	

**FOLLOW-UP TO LAST INSPECTION OR SURVEY**

Last inspection fully compliant?  Yes  No (see below)

Are any of the deficiencies "repeats"? NA

Have deficiencies been addressed? Yes

FIELD SAMPLING RESULTS	
Plant	Distribution
1.8 Cl (mg/L)	0.2 Cl (mg/L)
50 PSI	PSI

Note: Gordon Romeis conducted the CL field Test at a remote tap using FDEP Test Kit # 3.

COMMENTS

The chlorine day tank cover had an opening that was not covered by a screen. The operator repaired the screen at the time of the inspection. The hypopneumatic tank inspection is due by September 18, 2012.

## **DEFICIENCIES**

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- 1) The seal on well AAH9008 needs to be repainted. Also the electrical wiring for the pump on the well must be encased in conduit. Florida Administrative Code Rule (FACR) 62-62-555.350(1) and (2).
- 2) The permeate and concentrate meters on the R/O unit are due for calibration. FACR 62-555.350(2).
- 3) The electrical outlets on the walls near the chlorine solution tank and several areas of wiring in the high service pump enclosure need to be repaired or made safe by enclosing wiring in conduit or electrical boxes. FACR 62-555.350(2)
- 4) The hydropneumatic tank is rusting across its upper surface and support structures. In addition there is a fitting at the top center of the tank that appears to be heavily rusted. Please repair the rust as needed and paint the tank. FACR 62-555.350(2)
- 5) The access ladder on the water storage tank should be replaced with a ladder that meets OSHA standards. It is recommended that stairs be provided instead of a ladder due to the frequency and usage requirements of the access to the high service pumps. FACR 62-555.330(3)
- 6) The required chlorine handling safety equipment is not at the plant. Please provide eye protection, a safety shower, eye wash, a protective apron, and gloves pursuant to FAC Rule 62-555.320 (13)(b)13 .
- 7) There is a pipe that ran to the old hydro tank that is badly rusted. Please repair the rust as needed and paint the pipe to prevent it from leaking. FACR 62-555.350(2)
- 8) There is a palm tree growing up between the ground storage tanks that should be removed. FACR 62-555.350(2)

## **REMARKS AND RECOMMENDATIONS**

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There are pipes from several homes that run into the lakes in the neighborhood. These appear to be intakes for irrigation systems. Please verify that private irrigation systems within your water system service area have been checked for cross connections and fitted with the appropriate cross connection control devices as required. Please advise the Department of your findings.

The roof of the pump house around well AAH9008 is starting to deteriorate. At this time it is not an issue with the water system but you may want to take steps to repair the structure.

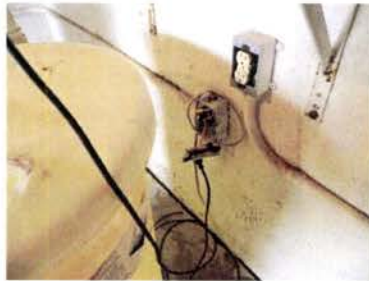
Please verify that your lead and copper plan is up to date for this year's sampling.

---

PHOTOS



Well AAH9008 wiring and well seal.



Plant wiring



Plant wiring



Pump room wiring



Pump room wiring



Rust on pressure tank



Ladder that needs to be replaced



Tree between ground storage tanks and the pipe to the old hydro tank

INSPECTOR'S SIGNATURE *Herdon Romie* TITLE EC DATE: 6/8/2012

REVIEWED BY *[Signature]* TITLE ES2 DATE: 06/04/2012



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

SOUTH DISTRICT  
P.O. BOX 2549  
FORT MYERS, FL 33902-2549  
[SouthDistrict@dep.state.fl.us](mailto:SouthDistrict@dep.state.fl.us)

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

JONATHAN P. STEVERSON  
SECRETARY

January 5, 2015

**VIA ELECTRONIC MAIL**

Joel Schenkman  
Sun River Utilities Inc.  
5195 NW 77th Avenue  
Miami, FL 33166  
Email: [lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)

Re: Compliance Assistance Offer  
Sun River Utilities WWTP AKA Oaks at Rivers Edge  
FLA014062  
Charlotte County

Dear Mr. Schenkman:

A compliance evaluation inspection was conducted at your facility on December 4, 2014, under the authority of Section 403.091, Florida Statutes (F.S.). During this inspection, possible violations of Chapter 403, F.S., and Chapters 62-600 and 62-610 Florida Administrative Codes (F.A.C.) were observed. The purpose of this letter is to offer you compliance assistance as a means of resolving these matters.

Please see the attached inspection report for a full account of Department observations and be advised this Compliance Assistance Offer is part of an agency investigation preliminary to agency action in accordance with Section 120.57(5), F.S. We request you review the items of concern noted in the attached inspection report and respond in writing within **15 days** of receipt of this Compliance Assistance Offer. Your written response should either:

1. Describe what you have done to resolve the issue,
2. Provide information that either mitigates the concern or demonstrates it to be invalid, or
3. Arrange for one of our inspectors to visit your facility to offer suggested actions to return to compliance without enforcement.

It is the Department's desire that you are able to document compliance or corrective actions concerning the possible violations identified in the attached inspection report so that this matter can

Sun River Utilities WWTP AKA Oaks at Rivers Edge  
FLA014062  
Compliance Assistance Offer  
Page 2 of 2

be closed without enforcement. Your failure to respond promptly in writing (or by e-mail) may result in the initiation of formal enforcement proceedings.

Please address your response and any questions to Narrisa Pannell of the South District Office at (239) 344-5680, or whenever possible, electronically via e-mail at [Narrisa.Pannell@dep.state.fl.us](mailto:Narrisa.Pannell@dep.state.fl.us). We look forward to your cooperation with this matter.

Sincerely,



for

Jennifer Carpenter  
Assistant Director of District Management  
South District  
Florida Department of Environmental Protection

Enclosures: Inspection Report

JC/NP/se

cc: Allen Slater, FRWA (via e-mail: [allen.slater@frwa.net](mailto:allen.slater@frwa.net))  
Michael J. Strand (via e-mail: [strandm1@comcast.net](mailto:strandm1@comcast.net))

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

@ = Optional

**WASTEWATER COMPLIANCE INSPECTION REPORT**

**FACILITY AND INSPECTION INFORMATION**

<b>Name and Physical Location of Facility</b> Sun River Utilities WWTP FKA Oaks at Rivers Edge 1601 Hunter Creek Dr Punta Gorda, FL 33982 - 1133	<b>WAFR ID:</b> FLA014062	<b>County</b> Charlotte	<b>Entry Date/Time</b> 12/4/2014
		<b>Phone</b> (305) 463-9838	<b>@ Exit Date/Time</b> 12/4/2014

<b>Name(s) of Field Representatives(s)</b> Michael J. Strand	<b>Title</b> Operator	<b>Email</b> strandm1@comcast.net	<b>Phone</b> 863-990-1393
---	--------------------------	--------------------------------------	------------------------------

<b>Name and Address of Permittee or Designated Representative</b> Lara Hechtkopf 5195 NW 77th Avenue Miami, FL 33166	<b>Title</b> Vice President  Email	<b>Phone</b> (305) 463-9838	<b>@ Operator Certification #</b>
---	---	--------------------------------	-----------------------------------

<b>Inspection Type:</b> <input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> I	<b>Samples Taken(Y/N):</b>	<b>@ Sample ID#:</b>	<b>Samples Split (Y/N):</b>
<input checked="" type="checkbox"/> <b>Domestic</b> <input type="checkbox"/> <b>Industrial</b>	<b>Were Photos Taken(Y/N):</b> Y	<b>@ Log book Volume :</b>	<b>@ Page</b>

**FACILITY COMPLIANCE AREAS EVALUATED**

IC: In Compliance; MC: Minor Out of Compliance; NC: Out of Compliance SC: Significant Non-Compliance;  
NA: Not Applicable; NE or Blank: Not Evaluated

Significant Non-Compliance Criteria Should be Reviewed When Out of Compliance Ratings Are Given in Areas Marked by a "♦"

	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL
IC	1. ♦ Permit	NA	3. Laboratory	NC	6. Facility Site Review	IC	9. ♦ Effluent Quality
IC	2. ♦ Compliance Schedules	IC	4. Sampling	IC	7. Flow Measurement	NC	10. ♦ Effluent Disposal
		IC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	IC	11. Biosolids/Sludge
						NA	12. Groundwater
NA	14. Other:					NE	13. SSO Survey

<b>Facility and/or Order Compliance Status:</b> <input type="checkbox"/> In-Compliance <input checked="" type="checkbox"/> <b>Out-Of-Compliance</b> <input type="checkbox"/> Significant-Out-Of-Compliance
<b>Recommended Actions:</b>

<b>Name(s) and Signature(s) of Inspector(s)</b> Narrisa Pannell <i>Narrisa Pannell</i>	<b>District Office/Phone Number</b> SD/ 239-344-5680	<b>Date</b> 12/24/2014
<b>@ Signature of Reviewer</b> Diane Loughlin <i>Diane Loughlin</i>	<b>District Office/Phone Number</b> SD/ 239-344-5641	<b>Date</b> 12/31/2014

<b>Single Event Violation Code(s):</b>
--

**Facility Name:** Sun River Utilities WWTP FKA Oaks at Rivers Edge  
**Facility ID:** FLA014062  
**Inspection Type:** CEI  
**Inspection Date:** 12/4/2014

**FACILITY BACKGROUND:**

**Facility Address:** 1601 Hunter Creek Dr, Punta Gorda, FL 33982 - 1133, Charlotte County  
**Program/ Permit Information:** DW, permit issue date: 9/30/2014, expiration date: 11/30/2019  
**Treatment Summary:** \_\_\_\_\_  
**Permitted Capacity:** 0.06 MGD

1. **Permit:** RATING – IN COMPLIANCE

1.1 **Observation:** *General* – A copy of the permit was onsite and available to plant personnel.

2. **Compliance Schedules:** RATING – IN COMPLIANCE

2.1 **Observation:** *General* – Please see specific comment

**Additional Comments:** Please make note of the Improvement Action schedule provided in Section VI of the permit. As required, please provide the Department with written notice upon completion of the activities.

3. **Laboratory:** RATING – NOT APPLICABLE

3.1 **Observation:** No observations were recorded.

4. **Sampling:** RATING – IN COMPLIANCE

4.1 **Observation:** *General* – Safe and dry access to influent and effluent sampling points are provided.

5. **Records and Reports:** RATING – IN COMPLIANCE

5.1 **Observation:** *General* – A copy of the current laboratory certification was available at the time of the inspection (62-620.350(1) F.A.C.).

5.2 **Observation:** *General* – Operators' certification(s) were current and available on-site.

5.3 **Observation:** *General* – The certified operator's daily logbook was complete.

5.4 **Observation:** *General* – A review of the Discharge Monitoring Reports did not reveal any deficiencies.

**Please Note: A more efficient and paperless alternative to reporting discharge and groundwater monitoring data is available at <http://www.edmr.dep.state.fl.us>.**

6. **Facility Site Review:** RATING – OUT OF COMPLIANCE

6.1 Observation: *General* – The facility grounds were secured properly.

6.2 Observation: *General* – The facility grounds were clean and well maintained.

6.3 Observation: *General* – Foul odors did not permeate beyond the boundaries of the plant site at the time of the inspection.

6.4 Observation: *Backflow Prevention* – The reduced pressure zone backflow prevention device was free from leaks and necessary repair.

6.5 Observation: *Backflow Prevention* – A reduced pressure zone backflow prevention device was in place on the potable water supply line.

6.6 Observation: *LiftStations* – Warning signs with an emergency telephone number were posted at the lift station.

6.7 Observation: *LiftStations* – The cover on the lift station was locked.

Deficiency Description:

6.8 Observation: *LiftStations* – Please see specific comment

Additional Comments: Evidence of possible infiltration was observed in the lift station wet well.

6.9 Observation: *AerationBasins/Act.Sludge* – Please see specific comment

Additional Comments: Uneven mixing was observed in the aeration tanks. The diffusers may need to be cleaned.

Permit/Rule or Other Reference: F.A.C. Rule 62-600.410(6) requires that all facilities and equipment necessary for the treatment, reuse, and disposal of domestic wastewater or domestic wastewater residuals shall be maintained at a minimum, so as to function as intended.

6.10 Observation: *AerationBasins/Act.Sludge* – The air line(s) to the aeration basin was free from leaks at the time of the inspection.

6.11 Observation: *Blowers/Motors* – The blowers were equipped with belt guards.

6.12 Observation: *Blowers/Motors* – The secondary blower motor was operational.

6.13 Observation: *Clarifiers* – No problems or deficiencies were observed in the clarifier.

6.14 Observation: *Clarifiers* – The skimmer appeared to be functioning properly.

6.15 Observation: *Digestors* – No problems or deficiencies were observed in the digestors.

7. **Flow Measurement:** RATING – IN COMPLIANCE



7.1 Observation: *General* – No problems or deficiencies were observed.

8. **Operation and Maintenance:** RATING – IN COMPLIANCE

8.1 Observation: *General* – A certified operator as required by Rule 62-602 and the Permit, was operating the WWTF.

Additional Comments: Operator is on site for required time (half an hour/day for five days/week and one visit each weekend).

9. **Effluent Quality:** RATING – IN COMPLIANCE

9.1 Observation: *General* – The final effluent chlorine residual was within the acceptable range.

Additional Comments: Cl<sub>2</sub> > 2.20 mg/L (as measured with DEP meter # 6120).

10. **Effluent Disposal:** RATING – OUT OF COMPLIANCE

10.1 Observation: *General* – The facility was discharging at the time of the inspection.

**Deficiency Description:**

10.2 Observation: *General* – The disposal pond berms were overgrown with vegetation.

Permit/Rule or Other Reference: F.A.C. Rule 62-610.523(6) states that rapid infiltration basins, percolation ponds, basins, trenches, or cells shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids.

11. **Biosolids/Sludge:** RATING – IN COMPLIANCE

11.1 Observation: *General* – Residuals were being disposed of in accordance with the permit.

12. **Groundwater Quality:** RATING – NOT APPLICABLE

12.1 Observation: No observations were recorded.

13. **SSO Survey:** RATING – NOT EVALUATED

13.1 Observation: No observations were recorded.

14. **Other:** RATING – NOT APPLICABLE

14.1 Observation: No observations were recorded.

**Facility Name:** Sun River Utilities WWTP FKA Oaks at Rivers Edge  
**Inspection Date:** 12/4/2014

Sun River Utilities WWTP (FLA014062)  
Photos by Narrisa Pannell on 12/04/14

I certify that these photos represent the true on-site conditions observed and have not been altered in any way



1  
Uneven mixing in aeration tank



2  
Indication of possible infiltration

**EXHIBIT K**  
**Rule 25-30.037(2)(r)**

**A copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.**

See attached.



## UIC PROGRAM

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We are pleased to send the enclosed information you requested. If we can be of any further assistance, please contact:

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UIC Program  
Bureau of Water Facilities Regulation  
Department of Environmental Protection  
MS 3530  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400  
(850) 245-8654

Remarks: December 20, 2011

STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF DRAFT PERMIT

The Department of Environmental Protection gives notice that a Draft Permit (Permit No. 125064-007-UO) has been prepared for Mr. Bevin Beudet, Director, for the Palm Beach County Utilities Department, PO Box 16097, West Palm Beach, Florida, 33416, to maintain, under this permit to operate, one Class 1, 20-inch outside diameter (OD) injection well, IW-1, and associated single zone monitor well, SZMW-1. IW-1 is permitted as an alternative design since the proposed injectate consists of blended non-hazardous secondary treated domestic wastewater effluent and reclaimed water from the Southern Region Water Reclamation Facility (SRWRF), created wetlands overflow from SRWRF and reverse osmosis reject membrane concentrate from Southern Region Operations Center (SROC) Water Treatment Plant No. 3 (WTP 3). The blended injectate is injected at the SROC injection well IW-1, with the blend maintaining total dissolved solids concentration (TDS) not to exceed 1000 mg/L.

Under this permit, IW-1 will be operated at a flow rate of up to 8.0 feet per second (ft/sec) or 10.18 million gallons per day (MGD) (peak hour flow). The injection interval is in the "Boulder Zone" in the lower Oldsmar Formation between 2,694 feet below land surface (bls) and the total depth of the well at 3,495 feet bls. The confinement of the injection zone from overlying underground source of drinking water (USDW) aquifers and fluid movement adjacent to the wellbore of the injection well is monitored by two monitoring intervals. The upper monitoring interval in the SZMW constructed in 2005 is located at 1767 to 1783 feet bls to monitor at or just below the base of the lowermost USDW which is reported at a depth of 1755 feet bls. The SZMW replaced the upper monitoring tube (UMT-1), which had been deactivated. The lower monitoring interval (LMT-1), which is an annular monitoring tube, is located at a depth interval of 1,920 to 1,950 feet bls for the purpose of monitoring below the lowermost USDW.

The Department has permitting jurisdiction under Chapter 403 of the Florida Statutes and Chapters 62-4, 62-520, 62-528, 62-550, 62-600 and 62-601 of the Florida Administrative Code. The project is not exempt from permitting procedures. The Department has determined that an operation permit is required for the proposed work.

All persons interested in the foregoing permitting decision are invited to attend a public meeting to be held on January 24, 2012 at 10:00 a.m., at the Palm Beach County Water Utilities Department, Central Region Operations Center (CROC), 8100 Forest Hill Boulevard, West Palm Beach, Florida, 33413. It will be held in the Administration Building, Conference Room #158. Written comments may be sent to the Department of Environmental Protection, 400 North Congress Avenue, Suite 200, West Palm Beach, FL 33401, until 5:00 p.m. the day of the meeting. All comments received within the 30-day period, from the date of publication and on the day of the public meeting, will be considered in formulation of the Department's final decision regarding permit issuance.

The application, draft permit, and fact sheet are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays, at the Department of Environmental Protection, Southeast District Office, 400 North Congress Avenue, West Palm Beach, Florida. Additional information concerning this project may be obtained by contacting Heidi Vandor, PG at (561)681-6687 or, Joseph May, PG at (561)681-6691.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF DRAFT PERMIT

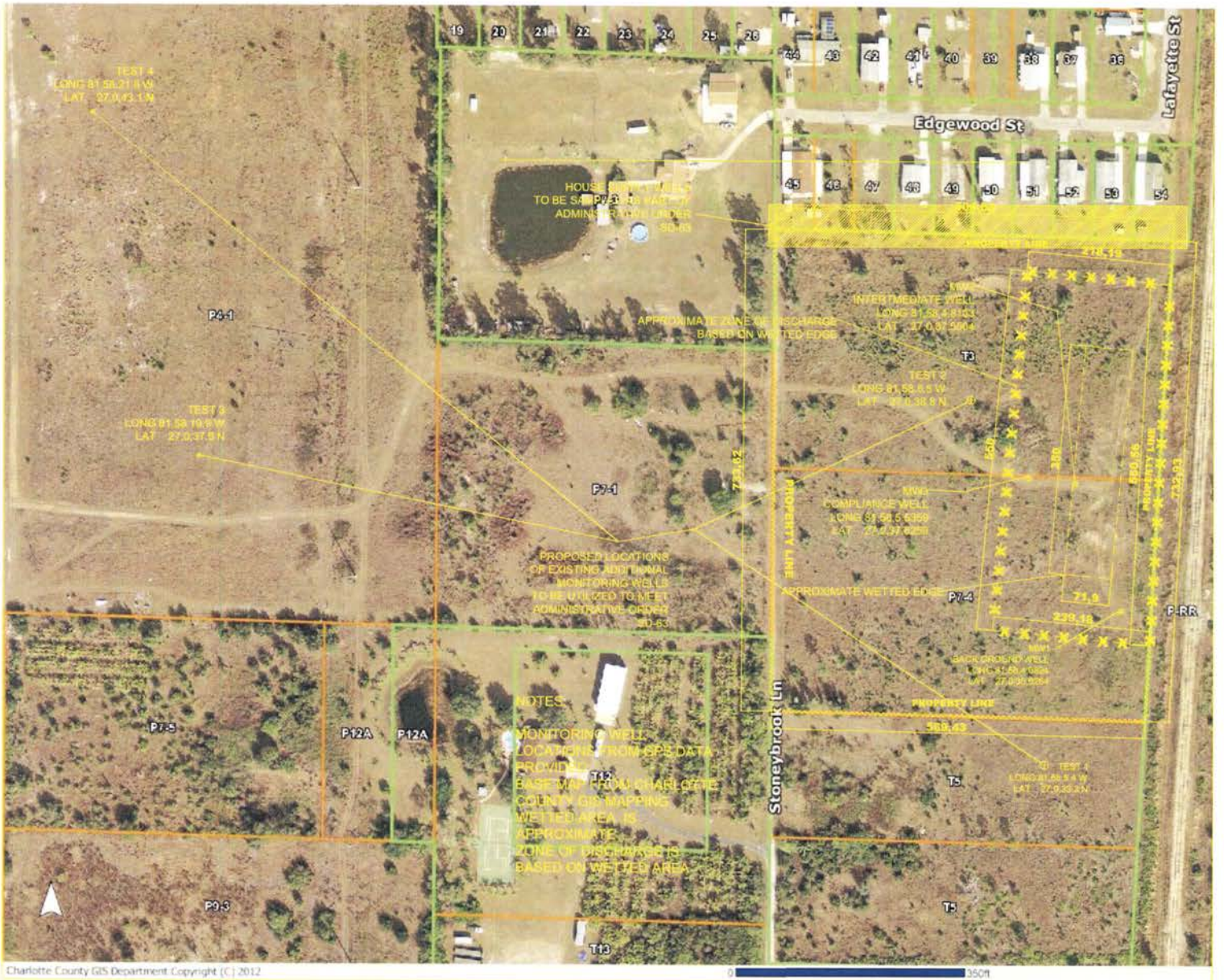
The Department of Environmental Protection gives notice that a draft permit has been prepared for Florida Governmental Utilities Services, Mr. Jerry Connolly, P.E., 280 Wekiva Springs Road, Protegrity Plaza, Suite 203, Longwood Florida 32779 , for a permit to operate one, (1), Class I municipal, injection well, (IW-1), and an associated monitor well system. The project services the FGUA Lehigh Acres WRF, located at 500 Construction Lane, Lehigh Acres, Florida 33936 in the County of Lee. (File No. 48064-119-UO/1M). The purpose of the facility is to inject non-hazardous secondary treated municipal effluent which has received high level disinfection from the Lehigh Acres WRF to the existing IW-1 injection well.

Operate one, (1), nominal, twenty four-inch, (24") outside diameter, (O.D.), Class I injection well (IW-1), with cemented 24", O.D., 0.50" wall thickness steel injection casing set to approximately 2370 feet below land surface (bls) and a total depth of 3200 feet bls with a nominal 24-inch open hole interval existing between 2730 and 3200 feet bls. Injection is into the Lower Oldsmar Formation for the primary means of disposal of non-hazardous, secondary treated municipal effluent from the Lehigh Acres WRF for a maximum disposal of 12908 gallons per minute, (gpm), or 18.6 million gallons per day (MGD). The maximum injection pressure shall not exceed 104 pounds per square inch, (psi) in IW-1. The existing upper zone monitoring well (UZMW-1) is completed from 1496 to 1578 feet bls and the existing lower zone monitoring well, (UZMW-1B) is completed from 1796 to 1907 feet bls.

The Department has permitting jurisdiction under chapter 403 of the Florida Statutes, and Chapters 62-4, 62-520, 62-528, 62-550, 62-600, 62-601, and 62-610, of the Florida Administrative Code. The project is not exempt from permitting procedures. The Department has determined that an operation permit is required for the proposed work.

Any interested person may submit written comments on the draft permit and may request a public meeting within 30 days of the public notice. A request for a public meeting shall be in writing and shall state the nature of the issues proposed to be raised in the meeting. If a public meeting is later scheduled, there will be another 30-day notice period for that meeting. Written comments or a public meeting request may be submitted to the Department of Environmental Protection, P. O. Box 2549, Fort Myers, Florida 33902-2549. All comments received within the 30-day period will be considered in formulation of the Department's final decision regarding permit issuance.

The application, draft permit, and fact sheet are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, South District Office, located at 2295 Victoria Ave., Suite 364, Fort Myers, Florida 33901. Any additional information concerning this project may be obtained by contacting David Rhodes, P.G. at (239) 344-5687.



TEST 4  
LONG 81 56.21 W  
LAT 27 03.13 N

P4-1

TEST 3  
LONG 81 55 19.9 W  
LAT 27 03.37.5 N

HOUSE MONITORING WELLS  
TO BE SAMPLED AS PART OF  
ADMINISTRATIVE ORDER  
SO-83

APPROXIMATE ZONE OF  
DISCHARGE  
BASED ON WETTED EDGE

INVERTED WELL  
LONG 81 58.49 W  
LAT 27 03.59 N

TEST 2  
LONG 81 55.84 W  
LAT 27 03.38.8 N

PROPOSED LOCATIONS  
OF EXISTING ADDITIONAL  
MONITORING WELLS  
TO BE UTILIZED TO MEET  
ADMINISTRATIVE ORDER  
SO-83

COMPLIANCE WELL  
LONG 81 58.54 W  
LAT 27 03.37.625 N

NOTES

MONITORING WELL  
LOCATIONS FROM GPS DATA  
PROVIDED  
BASE MAP FROM CHARLOTTE  
COUNTY GIS MAPPING  
WETTED AREA IS  
APPROXIMATE  
ZONE OF DISCHARGE IS  
BASED ON WETTED AREA

BACKGROUND WELL  
LONG 81 58.54 W  
LAT 27 03.37.625 N

TEST 1  
LONG 81 58.54 W  
LAT 27 03.33.2 N

Lafayette St

Edgewood St

Stoneybrook Ln

P-RR

P7-5

P12A

P12A

T13

T5

T4

P7-4

P7-4

P9-3

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DEC 16 2011



## UIC PROGRAM

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We are pleased to send the enclosed information you requested. If we can be of any further assistance, please contact:

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UIC Program  
Bureau of Water Facilities Regulation  
Department of Environmental Protection  
MS 3530  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400  
(850) 245-8654

Remarks: December 13, 2011



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**NOTICE OF DRAFT PERMIT**

The Department of Environmental Protection gives notice that a draft permit has been prepared for Marco Island Utilities Department, Mr. Jeff Poteet, Director, Utilities Department, 50 Bald Eagle Dr., Marco Island, Florida, 34145, for a permit to operate one Class I Injection Well (IW-2) and associated monitor well system. The project services the Marco Island Utilities Department WRF, (WRF), and Marco Island WTP, (WTP), facilities, located at 25 Elkcam Circle, Marco Island, Florida 34145. The injection system is physically located at the Marco Island WRF, 25 Elkcam Circle, Marco Island, Florida, 34145, in the County of Collier. (File No. 280170-002-UO/11). The purpose of the facility is to inject non-hazardous, reverse osmosis concentrate from the Marco Island WTP and non-hazardous secondary treated municipal effluent from the Marco Island WRF to the existing IW-2 injection well.

Operate one, (1), nominal, sixteen-inch, (16") outside diameter, (O.D.), fully cemented annulus, FRP tubing and packer Class I injection well (IW-2), with cemented twenty four-inch, (24") steel injection casing to approximate depths of 2638 feet, (IW-2), below land surface (bls) and a total depth of 3225 feet bls. Injection is into the Lower Oldsmar Formation for the primary means of disposal of non-hazardous, reverse osmosis concentrate from the Marco Island Reverse Osmosis Water Treatment Facility (WTP) and non-hazardous secondary treated municipal effluent from the Marco Island Water Reclamation Facility, (WRF), for a maximum disposal of 5125 gallons per minute, (gpm), or 7.8 million gallons per day (MGD). The maximum injection pressure shall not exceed 107.2 pounds per square inch, (psi) in IW-2. The existing dual zone monitoring well (DZMW-1) is completed from 1000 to 1089 feet bls and 1490 to 1600 feet bls.

The Department has permitting jurisdiction under Chapter 403 of the Florida Statutes, and Chapters 62-4, 62-520, 62-528, 62-550, 62-600, 62-601, and 62-660 of the Florida Administrative Code. The project is not exempt from permitting procedures. The Department has determined that an operation permit is required for the proposed work.

Any interested person may submit written comments on the draft permit and may request a public meeting within 30 days of the public notice. A request for a public meeting shall be in writing and shall state the nature of the issues proposed to be raised in the meeting. If a public meeting is later scheduled, there will be another 30-day notice period for that meeting. Written comments or a public meeting request may be submitted to the Department of Environmental Protection, P. O. Box 2549, Fort Myers, Florida 33902-2549. All comments received within the 30-day period will be considered in formulation of the Department's final decision regarding permit issuance.

The application, draft permit, and fact sheet are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, South District Office, located at 2295 Victoria Ave., Suite 364, Fort Myers, Florida 33901. Any additional information concerning this project may be obtained by contacting David Rhodes, P.G. at (239) 344-5687.



## Florida Department of Environmental Protection

South District  
Post Office Box 2549  
Fort Myers, Florida 33902-2549  
*SouthDistrict@dep.state.fl.us*

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

September 25, 2015

Mr. Joel Schenkman  
Sun River Utilities, Inc.  
5195 NW 77<sup>th</sup> Avenue  
Miami, Florida 33166-5524

Re: Charlotte County – PW  
Sun River Utilities, Inc. WTP  
PWS I.D. Number: 6084074  
***Partial*** Pesticides & PCBs Monitoring Reduction Approval

Dear Mr. Schenkman:

In accordance with Rule 62-550.516, Florida Administrative Code (F.A.C.), the Sun River Utilities, Inc. public drinking water system is required to collect one full set of samples for Synthetic Organic Contaminants (SOCs), except Dioxin, during the 2015 calendar year. The purpose of this letter is to notify you in writing, that the Department shall grant the above-referenced water plant a ***partial*** waiver from monitoring for one full set of regulated SOC's during the 2015 calendar year.

Based on the information contained in this system's recently submitted questionnaire for reduced monitoring for SOC's, and the laboratory analyses results for the most recent full set of 29 SOC's which were collected on April 26, 2012, the Department will still require this water system to perform one set of monitoring for the SOC of **Endothall only**, during the 2015 calendar year. The reason that Endothall is the only SOC that will need to be sampled for during the 2015 calendar year, is because the April 26, 2012 sample result for this contaminant was U qualified by the laboratory (indicating that it was not detected), however, the result was also Y qualified, which indicates that the sample was improperly preserved and the result may not be accurate.

Please be advised that a representative from the Department of Environmental Protection may schedule a site visit in order to validate the information submitted in the aforementioned questionnaire. In the event that the Department determines that the waiver is not valid, or should not be continued, the State may require the system to perform its regularly scheduled monitoring required by Rule 62-550.516, F.A.C.

Sun River Utilities, Inc. WTP  
PWS ID No. 6084074  
September 25, 2015  
Page 2

**If you have any questions, please contact Patty Baron at (239) 344-5615, or whenever possible, electronically via e-mail at [Patty.Baron@dep.state.fl.us](mailto:Patty.Baron@dep.state.fl.us).**

Sincerely,



Ryan Snyder  
Environmental Manager  
South District  
Florida Department of Environmental Protection

RS/PB/rcd

cc: Mike Strand, Operator, [strandm1@comcast.net](mailto:strandm1@comcast.net)  
Stan Epperly, FRWA, [stan.epperly@frwa.net](mailto:stan.epperly@frwa.net)



## Florida Department of Environmental Protection

South District  
Post Office Box 2549  
Fort Myers, Florida 33902-2549  
[SouthDistrict@dep.state.fl.us](mailto:SouthDistrict@dep.state.fl.us)

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

September 25, 2015

Mr. Joel Schenkman  
Sun River Utilities, Inc.  
5195 NW 77<sup>th</sup> Avenue  
Miami, Florida 33166-5524

Re: Charlotte County – PW  
Sun River Utilities, Inc. WTP  
PWS I.D. Number: 6084074  
**Partial** Pesticides & PCBs Monitoring Reduction Approval

Dear Mr. Schenkman:

In accordance with Rule 62-550.516, Florida Administrative Code (F.A.C.), the Sun River Utilities, Inc. public drinking water system is required to collect one full set of samples for Synthetic Organic Contaminants (SOCs), except Dioxin, during the 2015 calendar year. The purpose of this letter is to notify you in writing, that the Department shall grant the above-referenced water plant a **partial** waiver from monitoring for one full set of regulated SOC's during the 2015 calendar year.

Based on the information contained in this system's recently submitted questionnaire for reduced monitoring for SOC's, and the laboratory analyses results for the most recent full set of 29 SOC's which were collected on April 26, 2012, the Department will still require this water system to perform one set of monitoring for the SOC of **Endothall only**, during the 2015 calendar year. The reason that Endothall is the only SOC that will need to be sampled for during the 2015 calendar year, is because the April 26, 2012 sample result for this contaminant was U qualified by the laboratory (indicating that it was not detected), however, the result was also Y qualified, which indicates that the sample was improperly preserved and the result may not be accurate.

Please be advised that a representative from the Department of Environmental Protection may schedule a site visit in order to validate the information submitted in the aforementioned questionnaire. In the event that the Department determines that the waiver is not valid, or should not be continued, the State may require the system to perform its regularly scheduled monitoring required by Rule 62-550.516, F.A.C.

If you have any questions, please contact Patty Baron at (239) 344-5615, or whenever possible, electronically via e-mail at [Patty.Baron@dep.state.fl.us](mailto:Patty.Baron@dep.state.fl.us).

Sincerely,



Ryan Snyder  
Environmental Manager  
South District  
Florida Department of Environmental Protection

RS/PB/rcd

cc: Mike Strand, Operator, [strandm1@comcast.net](mailto:strandm1@comcast.net)  
Stan Epperly, FRWA, [stan.epperly@frwa.net](mailto:stan.epperly@frwa.net)



# FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

South District Office  
Post Office Box 2549  
Fort Myers, Florida 33902-2549

RICK SCOTT  
GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

## STATE OF FLORIDA NOTICE OF PERMIT REVISION

In the Matter of an Application  
for Transfer of Permit by:

Sun River Utilities, Inc.  
Lara Hechtkopf, Vice President  
5195 NW 77 Ave.  
Miami, Florida 33166  
[lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com)

Charlotte County - DW  
Sun River Utilities WWTP  
Permit No. FLA014062  
Transfer Number: FLA014062-009-DWF/MT

Dear Ms. Hechtkopf:

In response to your application for transfer of a permit, this is notification of the Department of Environmental Protection ("Department") revision of wastewater permit number FLA014340 to incorporate changes, issued under Section(s) 403.087 of the Florida Statutes to change the name of the permittee as follows:

From:  
Sun River Utilities, Inc.  
A. A. Reeves, III  
P.O. Box 2547  
Fort Myers, Florida 33902-2547

To:  
Sun River Utilities, Inc.  
Lara Hechtkopf, Vice President  
5195 NW 77 Ave.  
Miami, Florida 33166

**All other conditions of the permit shall remain unchanged. This letter must be attached to the referenced permit and becomes a permanent part thereof.**

The Department's agency action shall become final unless a timely petition for an administrative proceeding (hearing) is filed pursuant to Sections 120.569 and 120.57 of the Florida Statutes (F.S.), before the deadline for filing a petition. The procedures for petitioning for an administrative hearing are set forth below.

A person whose substantial interests are affected by the Department's permitting decision may petition for an administrative hearing in accordance with the provisions of Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions filed by the permit applicant ("permittee") or by any of the parties listed below must be filed within 14 days of receipt of this written notice. Petitions filed by any person other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the public notice or within 14 days of receipt of the written notice, whichever occurs first. However, pursuant to Section 120.60(3), F.S., any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

Lara Hechtkopf  
Sun River Utilities WWTP  
Transfer of Permit  
Permit No.: FLA014062-009

The petitioner shall mail a copy of the petition to the permittee at the address indicated above at the time of filing. The failure of any person to file a petition (or a request for mediation, as discussed below) within the appropriate time period shall constitute a waiver of that person's right to request an administrative hearing under Sections 120.569 and 120.57, F.S. 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 of the Florida Administrative Code (F.A.C.).

A petition that disputes the material facts upon which the Department's action is based must contain the following information:

- (a) the name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department's permit identification number, and the name of the county in which the subject matter or activity is located;
- (b) a statement of how and when each petitioner received notice of the Department's action;
- (c) a statement of how each petitioner's substantial interests is affected by the Department's action;
- (d) a statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) a statement of facts that the petitioner contends warrants reversal or modification of the Department's action;
- (f) a concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (g) a statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts upon which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (which include the permittee, the Department, and any person who has filed a timely and

sufficient petition for hearing). The agreement must contain all the information required by Rule 28-106.404, F.A.C., and must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 10 days after

Lara Hechtkopf  
Sun River Utilities WWTP  
Transfer of Permit  
Permit No.: FLA014062-009

the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to an administrative hearing if mediation does not result in a settlement.

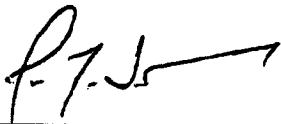
As provided in Section 120.573, F.S., the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, F.S., for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to protect substantial interests that would be affected by such a modified final decision must file their petitions within the appropriate time period, as set forth above, or they shall be deemed to have waived their right to a proceeding under Sections 120.569 and 120.57, F.S. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, F.S., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

This action is final and effective on the date filed with the clerk of the Department unless a petition (or request for mediation) is filed in accordance with the above provisions. Upon the timely filing of a petition (or request for mediation) this order will not be effective until further order of the Department.

Any party to this order has the right to seek judicial review of the order under Section 120.68, F.S., by the filing of a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the clerk of the Department in the Office of General Counsel, at 3900 Commonwealth Boulevard, Mail Station 35, 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 of appeal must be filed within 30 days from the date when this order is filed with the clerk of the Department.

Executed in Fort Myers, Florida

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



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Jon M. Iglehart  
Director of  
District Management

Date: January 23, 2014



Lara Hechtkopf  
Sun River Utilities WWTP  
Transfer of Permit  
Permit No.: FLA014062-009

**CERTIFICATE OF SERVICE**

The undersigned duly designated deputy agency clerk hereby certifies that this NOTICE OF PERMIT REVISION and all copies were mailed or emailed before the close of business on January 23, 2014 to the listed persons.

**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.

*Irene S. Collins*

*January 23, 2014*

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

JMI/NWM/isc



# FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTH DISTRICT  
P.O. BOX 2549  
FORT MYERS, FL 33902-2549  
*SouthDistrict@dep.state.fl.us*

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

JONATHAN P. STEVERSON  
SECRETARY

## STATE OF FLORIDA NOTICE OF PERMIT REVISION

In the Matter of an Application  
for Transfer of Permit by:

A. A. Reeves III  
6730 Ashley Court  
Sarasota, Florida 34241  
Email: [oldbridge9@aol.com](mailto:oldbridge9@aol.com)

Charlotte County - IW  
**Sun River Utilities RO Plant**  
Permit Number: FLA140945-006  
Transfer Number: FLA140945-007-IWF/MT

Dear A. A. Reeves:

In response to your application for transfer of a permit, this is notification of the Department of Environmental Protection ("Department") revision of wastewater permit number FLA140945-006 to incorporate changes, issued under Section(s) 403.087 of the Florida Statutes to change the name of the permittee as follows:

From:  
A. A. Reeves III  
P. O. Box 2547  
Ft. Myers, Florida 33902-2547

To:  
Lara Hechtkopf, Vice-President  
Sun River Utilities, Inc.  
5195 N.W. 77 Ave.  
Miami, Florida 33166

**The permittee is the business entity Sun River Utilities, Inc. Lara Hechtkopf is an officer of and the registered agent for Sun River Utilities, Inc. All other conditions of the permit shall remain unchanged. This letter must be attached to the referenced permit and becomes a permanent part thereof.**

The Department's agency action shall become final unless a timely petition for an administrative proceeding (hearing) is filed pursuant to Sections 120.569 and 120.57 of the Florida Statutes (F.S.), before the deadline for filing a petition. The procedures for petitioning for an administrative hearing are set forth below.

A person whose substantial interests are affected by the Department's permitting decision may petition for an administrative hearing in accordance with the provisions of Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions filed by the permit applicant ("permittee") or by any of the parties listed below must be filed within 14 days of receipt of this written notice. Petitions filed by any person other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the public notice or within 14 days of receipt of the written notice, whichever occurs first. However, pursuant to Section 120.60(3), F.S., any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

A. A. Reeves III  
Sun River Utilities RO Plant  
Transfer of Permit No.: FLA140945-006

The petitioner shall mail a copy of the petition to the permittee at the address indicated above at the time of filing. The failure of any person to file a petition (or a request for mediation, as discussed below) within the appropriate time period shall constitute a waiver of that person's right to request an administrative hearing under Sections 120.569 and 120.57, F.S. 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 of the Florida Administrative Code (F.A.C.).

A petition that disputes the material facts upon which the Department's action is based 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 determination;
- (c) A statement of when and how the petitioner received notice of the Department's 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 the petitioner contends warrant reversal or modification of the Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department'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 petitioner wishes the Department to take with respect to the Department's proposed action.

A petition that does not dispute the material facts upon which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (which include the permittee, the Department, and any person who has filed a timely and sufficient petition for hearing). The agreement must contain all the information required by Rule 28-106.404, F.A.C., and must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 10 days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to an administrative hearing if mediation does not result in a settlement.

As provided in Section 120.573, F.S., the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, F.S., for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to

A. A. Reeves III  
Sun River Utilities RO Plant  
Transfer of Permit No.: FLA140945-006


protect substantial interests that would be affected by such a modified final decision must file their petitions within the appropriate time period, as set forth above, or they shall be deemed to have waived their right to a proceeding under Sections 120.569 and 120.57, F.S. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, F.S., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

This action is final and effective on the date filed with the clerk of the Department unless a petition (or request for mediation) is filed in accordance with the above provisions. Upon the timely filing of a petition (or request for mediation) this order will not be effective until further order of the Department.

Any party to this order has the right to seek judicial review of the order under Section 120.68, F.S., by the filing of a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the clerk of the Department in the Office of General Counsel, at 3900 Commonwealth Boulevard, Mail Station 35, 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 of appeal must be filed within 30 days from the date when this order is filed with the clerk of the Department.

Executed in Fort Myers, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



\_\_\_\_\_  
Jon M. Iglehart  
Director of  
District Management

#### CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this NOTICE OF PERMIT REVISION and all copies were mailed before the close of business on June 1, 2015, to the listed persons.

#### 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

June 1, 2015  
\_\_\_\_\_  
Date

JMI/RW/se

Copy furnished to:

Lara Hechtkopf; via email ([lara.hechtkopf@obppartners.com](mailto:lara.hechtkopf@obppartners.com))  
Deanna Newburg, DEP--Ft. Myers  
Diane Loughlin, DEP--Ft. Myers  
Ron Walters, DEP--Ft. Myers



## Florida Department of Environmental Protection

South District  
Post Office Box 2549  
Fort Myers, Florida 33902-2549  
*SouthDistrict@dep.state.fl.us*

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

October 8, 2015

Mr. Joel Schenkman, President  
Sun River Utilities, Inc.  
5195 NW 77<sup>th</sup> Avenue  
Miami, Florida 33166-5524

Re: Charlotte County – PW  
Combined Radium-226 & Radium-228 Exceedance  
Sun River Utilities, Inc. WTP  
PWS I.D. Number: 6084074

Dear Mr. Schenkman:

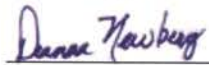
This letter acknowledges receipt of the laboratory analyses results for the Radium-226, and Radium-228 samples collected on September 2, 2015, at the Sun River Utilities, Inc. public drinking water facility. The laboratory analyses results indicate, that at a concentration of 7.4 picocuries per liter (pCi/L), the above-referenced water system exceeded the Maximum Contaminant Level (MCL) for the Radiological contaminants of Radium-226 and Radium-228 (combined). Rule 62-550.519(1), Florida Administrative Code (F.A.C.), requires a water system to initiate quarterly monitoring for both Radium-226 and Radium-228, when the combined Radium-226 and Radium-228 concentration exceeds 5 pCi/L.

Please initiate quarterly monitoring for Radium-226 and Radium-228 during the fourth calendar quarter (October/November/December) of 2015. A revised monitoring schedule for the Sun River Utilities, Inc. drinking water system has been enclosed to reflect this change in Radiological monitoring for the 2015 calendar year. The water system must remain on quarterly monitoring for both Radium-226 and Radium-228, until it has results from four consecutive quarters that are each less than the MCL. Please note that this water system will not be in violation of the MCL for combined Radium-226 and Radium-228, unless the running annual average concentration is greater than the MCL, in accordance with Rule 62-550.500(7)(a), F.A.C. Each set of quarterly analyses results shall be submitted to the Department (in approved drinking water format) postmarked by no later than the tenth day following the end of each calendar quarter, in accordance with Rule 62-550.730, F.A.C. In addition, please ensure that consecutive quarterly samples are collected at least 30 days apart from each other in accordance with Rule 62-550.500, F.A.C.

Sun River Utilities, Inc. WTP  
PWS I.D. Number: 6084074  
Combined Radium-226 & Radium-228 Exceedance  
October 8, 2015  
Page 2 of 2

**If you have any questions, please contact Patty Baron at (239) 344-5615, or whenever possible via email at [Patty.Baron@dep.state.fl.us](mailto:Patty.Baron@dep.state.fl.us).**

Sincerely,



---

Deanna Newburg  
Environmental Manager  
South District  
Florida Department of Environmental Protection

DLN/PB/rcd

Enclosure

cc: Mike Strand, Operator, [strandm1@comcast.net](mailto:strandm1@comcast.net) (w/ enclosure)

**PUBLIC WATER SYSTEM CONTAMINANT  
MONITORING GUIDANCE FOR CALENDAR YEAR 2015**

**SYSTEM NAME: SUN RIVER UTILITIES**

**PWS ID #: 6084074**

CONTAMINANTS FAC Rule No./Rule Reference	Not Required In 2015	Monthly In 2015	Quarterly In 2015	SemiAnnual (2 in 2015)	One Time in 2015
NITRATE AND NITRITE (62-550.512)					<b>X</b>
INORGANIC CONTAMINANTS (62-550.513)					<b>X</b>
TOTAL TRIHALOMETHANES & HALOACETIC ACIDS <b>40 CFR 141 Subpart V, Stage 2</b> Disinfectants & DBPs Rule					<b>*X</b>
VOLATILE ORGANIC CONTAMINANTS (62-550.515)					<b>X</b>
SYNTHETIC ORGANIC CONTAMINANTS (62-550.516)					<b>**X</b>
MICROBIOLOGICAL (62-550.518)		<b>X</b>			
DISINFECTANT RESIDUALS (62-550.514), 40 CFR 141 Subpart L ( <b>Stage 1</b> Disinfectants and DBPs Rule)		<b>X</b>			
RADIONUCLIDES Gross Alpha, Uranium, Radium-226, Radium-228 (62-550.519)			<b>***X</b> Revised 10/7/15 Radium 226 and Radium 228 only		<b>****X</b> Radium 226 and Radium 228 only
SECONDARY CONTAMINANTS (62-550.520)					<b>X</b>
LEAD AND COPPER 40 CFR 141 Subpart I					<b>*****X</b>

This chart is the DEP's good faith assessment, as of the date of the attached letter for the contaminant monitoring requirements for the above referenced public water system for the calendar year 2015(only). If you disagree, then please contact the DEP as soon as possible. Please be aware that monitoring schedules are subject to change at any time based upon analyses results or other factors. This chart shall not relieve any person from any requirement of Florida law.

**\*** During the third calendar quarter (July/August/September) of 2015, perform monitoring for TTHMs and HAA5s under Stage 2 of the Disinfectants and Disinfection Byproducts Rule by collecting 1 dual sample set. A dual sample set consists of a set of two samples collected at the same time and location, with one sample analyzed for TTHMs and one sample analyzed for HAA5s. A dual set of samples must be collected at the location (and during the specific month) identified in your DEP approved Stage 2 monitoring plan.

**\*\*** You are required to collect one full set of samples for all of the SOCs (except Dioxin) during the 2015 calendar year. However, if you submit a Reduced Monitoring Application Questionnaire for Synthetic Organic Contaminants to the Department, available at: <http://www.dep.state.fl.us/water/drinkingwater/forms.htm>, you may receive Department approval to either fully or partially waive monitoring for SOCs in 2015. If you do not receive approval to waive any of the required monitoring for SOCs for 2015, or do not submit the Questionnaire, you will have to perform one full set of monitoring for SOCs in 2015.

**\*\*\*** Revised 10/7/15: Initiate quarterly monitoring for the Radiological Contaminants of Radium 226 and Radium 228 during the fourth calendar quarter (October/November/December) of 2015.

**\*\*\*\*** Collect one sample each for the Radiological contaminants of Radium 226 and Radium 228 sometime during the 2015 calendar year. Please note you may only substitute Gross Alpha for Uranium, and/or Radium 226 if the criteria identified in Rule 62-550.519, F.A.C., is met.

**\*\*\*\*\*** Collect samples for Lead and Copper (in accordance with your approved sampling plan) sometime between June 1 and September 30, 2015. Submit the analyses results to the DEP by no later than October 10, 2015.

February 6, 2012

Mr. Gary Maier  
DEP South District Wastewater Section Manager  
2295 Victoria Avenue, Suite 364  
Fort Myers, Florida 33902-2549

RE: Administrative Order SD-63

Administrative Order SD-63 was issued by FDEP on November 9, 2011. The purpose of the order is to address apparent issues that indicated that the zone of discharge for this facility has been compromised in particular an exceedance of the primary contaminant sodium in the compliance well. The Zone of Discharge for a facility is a designated area surrounding the spray irrigation disposal field that recognizes there is a blend of the ground water and the R/O brine that is occurring and that as you move away from the spray site the effect of the brine on the groundwater dissipates. The brine R/O is non-hazardous, however it does exceed primary drinking water standards and regulation requires that at the compliance well, the water quality meet the primary drinking water standards. To allow for blending the zone of discharge is sized so that by the time the groundwater R/O brine bend reaches its boundary, primary drinking water standards are met.

Based on Administrative Order SD-63 the prime issues are:

- 1) **Effect on local potable water wells adjacent to the zone of discharge:** Though the brine is non-hazardous there is a concern is has the brine disposal had an effect on the residential potable water wells in the area. Based on discussions with local well drillers, it is unlikely that this has occurred due to the depth of the potable water wells in general being deeper than 100'. This takes the source water for the potable wells out of the surficial influence putting them through the first confining layer into the intermediate aquifer. However it is possible that the confining layer may not be contiguous in this area and may be influenced by the surficial, and though not likely it is possible for crossover to occur. This concern is based on the test data received from the disposal field compliance well (MW#3) that shows a significant difference in sodium when compared to the background well (MW#1). If the data accumulated from the existing ground water monitoring wells is confirmed to be accurate, then permission will be obtained to sample the supply wells of several of the homes directly north of the spray irrigation disposal field for changes to water quality to determine if there has been any influence from the brine.
- 2) **Are the existing monitoring wells providing accurate data:** This circles back to issue 1. There is concern that the existing monitoring wells are compromised and are providing erroneous data. If this is the case the issue 1 may not really be present. In order to obtain some idea of the accuracy of the existing wells, several wells outside of the zone of discharge have been identified that can be sampled to verify the existing monitoring wells accuracy. A site visit has been done and these wells have been



flagged with yellow markers. Based on their size and depth it appears that they are wells put in place to monitor the surficial aquifer, however the reason for their installation is not known. The approximate locations of the wells are shown on the attached aerial. GPS locations will be obtained when these wells are sampled. If it is determined that the existing monitoring wells are questionable, initially a new/backup compliance well will be drilled and sampled for confirmation. If the final determination is that the existing monitoring well system is compromised, a new plan will be generated and submitted for FDEP approval.

- 3) **Has the zone of discharge been exceeded.** If it is confirmed that the zone of discharge has been exceeded there are several remedies. The easiest of course would be to increase the size of the zone of discharge. This would only be a viable long term action if after review of the current and historical data it can reasonably be shown that the plume generated by the spray irrigation site is stable and not continuing to grow and is not affecting the existing residential potable water wells. If expanding the zone of discharge is not a viable option, treated effluent from the wastewater facility could be blended with the brine prior to spray irrigation reducing the strength of the brine solution. This option would require additional permitting as well as may require the disposal site area to be fenced and posted. This is only viable if it can be shown that the spray disposal is not influencing the residential potable wells. The last potential option would be to drill a well in the surficial aquifer and blend that water with the brine solution prior to injection to reduce its strength.

The following is the anticipated procedure and testing to resolve issues 1, 2 and 3.

- 1) Identify existing wells that are outside of the disposal area that will provide insight into the accuracy of the data being obtained from the existing wells. These wells will need to be in the surficial aquifer at approximately the same depth as the current monitoring wells. *These wells have been identified*
- 2) Sample these wells simultaneously with the existing monitoring wells and compare results. The initial parameters to be sampled for are sodium, pH and iron. I will be present during the sampling to confirm that the sampling is accomplished in accordance with FDEP requirements and it is done in a consistent manner.
- 3) Review the data including the historical data on file at FDEP, rainfall in the area and make a determination of the condition of the existing monitoring wells and what if any affect rainfall has on the monitoring well test results
- 4) If the additional wells confirm the current monitoring wells system is properly functioning, the following will be necessary:
  - a. Test Residential Wells – Contact owners and receive permission to test residential wells adjacent to the disposal site to determine if the disposal site is having any influence on the nearby residential wells.
  - b. Drill and test additional wells to determine how much the zone of discharge has expanded
  - c. Generate a feasibility report for cost effective alternatives to remedy the issue
  - d. Permit and implement the remedy

- 5) If the additional wells show that all or part of the current monitoring well system is not functioning properly the following will be necessary:
- a. Generation of a new monitoring well plan
  - b. Permit and construct the new monitoring wells
  - c. Initial testing of the new system
  - d. Plug the existing non-functional wells as necessary

Number 4 above will be required to meet the requirements of sub paragraph 1(B) and number 5 above is required meets the requirements of subparagraph 1(A) and negates the requirement to meet 1(B). Numbers 1, 2 and 3 are required regardless.

**Project schedule;**

March – Round 1 of sampling wells and accumulate historical data and rainfall data

April – Round 2 of sampling wells and new rainfall data

May – Review samples and determine if the trend indicates the existing monitoring wells are providing accurate results. Round 3 of sampling wells and new rainfall data

June – Generate report that test data shows the disposal system is in compliance with Rule 62-520.420(1) as noted in Administrative Order SD-63 subparagraph 1.A. or:

*If it is found that the test data shows the system is not in compliance;*

June – Begin working on subparagraph 1.B. of Administrative Order SD-63.

Please review this document and if you have any comments or concerns please do not hesitate to contact me so that they can be quickly and cost effectively resolved.

Sincerely



James A. Elder P.E.  
6832 Mauna Loa Blvd  
Sarasota, FL 34241  
Phone – 941-726-4712  
Fax – 775-402 -1514  
E-mail – [jaeconsult@comcast.net](mailto:jaeconsult@comcast.net)



From: Maier, Gary <[Gary.Maier@dep.state.fl.us](mailto:Gary.Maier@dep.state.fl.us)>  
To: 'Jim Elder' <[jaeconsult@comcast.net](mailto:jaeconsult@comcast.net)>  
Cc: Kyle James <[otchvel1@aol.com](mailto:otchvel1@aol.com)>; Tony Reeves III <[treeves3@verizon.net](mailto:treeves3@verizon.net)>; Lara <[Lara.Hechtkopf@gmail.com](mailto:Lara.Hechtkopf@gmail.com)>; Rhodes, David <[David.Rhodes@dep.state.fl.us](mailto:David.Rhodes@dep.state.fl.us)>; Newburg, Deanna <[Deanna.Newburg@dep.state.fl.us](mailto:Deanna.Newburg@dep.state.fl.us)>; Ahmadi, Abdul <[Abdul.Ahmadi@dep.state.fl.us](mailto:Abdul.Ahmadi@dep.state.fl.us)>; Plavumkal, Mariamma <[Marimamma.Plavumkal@dep.state.fl.us](mailto:Marimamma.Plavumkal@dep.state.fl.us)>; Kleinmann, Keith <[Keith.Kleinmann@dep.state.fl.us](mailto:Keith.Kleinmann@dep.state.fl.us)>  
Sent: Fri, Aug 10, 2012 4:38 pm  
Subject: RE: Sun River Disposal Field Report

Mr. Elder:

RE: Sun River Utilities, Inc., Administrative Order SD-063.

Thank you for the Sun River report. DEP offers the following comments:

1. After reviewing the report, DEP concurs with your conclusion that the existing ground water monitoring system fails to provide useful data. Sun River will need to propose a new ground water monitoring plan for DEP approval as described in Rule 62-520.600(3), F.A.C. The existing wells which will not be part of the new plan will need to be plugged and abandoned.
  - a. Compliance and intermediary monitoring wells need to be re-drilled
  - b. FDEP probably wants to increase number of samples that we'll have to take to monitor the water more closely
  - c. We will work with them but will involve PSC to raise rates due to compliance requirements
  - d. Spray irrigation field and then intermediate well and then next farthest well is compliance well
  - e. Intermediate well had higher sodium content than spray irrigation head (about twice the level of what was coming out of the irrigation head)
  - f. About \$2500/well—need to dig deeper than the 10 feet—probably need 3- FDEP wants one to the north but Jim thinks that we can get out of it
  - g. Want to know bottom line that is acceptable to FDEP and want

in form of order that we can take to/submit to PSC, and PSC should allow us to pass through of any additional monitoring sampling without rate hearing

- h. Indexing at same time as pass through with PSC
- i. Sampling is pass through, but cost of digging new wells is too expensive to pass through
- j. Mr Rhodes- staff hydrologist for FDEP and stickler for statutes and rules, and does things out of the ordinary to make himself look good
- k. Jim not sure that limitations apply to that plan, unless FDEP has determined that the aquifer is a potable use aquifer or effects other wells
- l. Tony suggested that we contact Ben Maltese re: getting permission to drill new monitoring wells, and also advise FDEP that we need permission from owner of property
- m. Need to tell FDEP that the property owner has had the property zoned and permitted for a bunch of new units, and is trying to sell the units.

2. DEP is disappointed that no analytical data was provided for any location directly north of the zone of discharge. Sun River will need to address this issue in a proposed new ground water monitoring plan in order to provide reasonable assurance that there is no plume movement in a northerly direction beyond the property boundary.

3. The proposed new ground water monitoring plan should include the following: confirmation of the westerly groundwater flow direction should be provided and the soil horizon to the depths of the first layer of significantly lower permeability should be examined for the purpose of locating and designing the proposed new monitor wells.

4. The proposed new monitoring plan should propose a sampling and reporting schedule that will supply reasonable assurance across a water year that seasonal changes to the environment will not result in adverse impacts to groundwater or adjacent surface water from the facility's discharge.

5. The proposed new monitoring plan should be signed by an authorized representative of the utility and by an authorized representative of the entity that owns the disposal property. Letters of authorization should be provided if the person signing is not listed with the Department of State Division of Corporations as an officer or director.

6. A compliance assistance meeting to discuss the above and develop a reasonable schedule to achieve compliance is recommended. Please feel free to contact DEP to arrange such a meeting. DEP's preference in this matter would be to achieve compliance without formal enforcement.

Please feel free to contact us anytime you have questions. DEP looks forward to working with Sun River to resolve these issues.

Regards,

Gary

Gary Maier  
DEP South District Wastewater Section Manager  
(239) 344-5664

first dealing with water monitoring plan and wells with FDEP

may need to contact Ben Maltese for permission to drill new monitoring wells on his property. If so, I will introduce Jim to Ben.

Tony and Jim will meet with FDEP (working meeting)

Hold off on membranes until figure out water monitoring plan

Can further dilute water by adding more water that usually goes to disposal field to finished water (ie. instead of 60/40, change to 50/50) to reduce sodium level—split strain

May need permit with water softening membrane because it will change the water quality

Jim wants to see data re: softening membrane resulting in water that is less corrosive than the water from the high pressure membrane.

**James A. Elder P.E. Consulting Engineer**  
**6832 Mauna Loa Blvd.**  
**Sarasota, Florida 34241**

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Phone (941) 726-4712  
Fax (775)407-1514

December 21, 2012

A. A. Reeves III  
Manager  
Sun River Utility, Inc.  
P.O. Box 2547  
Fort Myers, Florida 33902

RE: Proposal for the engineering services necessary to locate and install a new intermediate monitoring well, 3 potentiometric wells, permit the intermediate well and generate an engineering report that provides the flow direction of the ground water away from the disposal area.

Mr. Reeves;

I am pleased to submit this engineering proposal for the services referenced above.

Scope of work:

- Task I –Generate prints showing the location of the new monitoring well and the 3 potentiometric wells
- Task II – Solicit proposals for the well installation on behalf of Sun River Utilities
- Task III- Review proposals and make recommendation of award
- Task VI- Permit the intermediate monitoring well. FDEP stated the potentiometric wells do not require permitting
- Task V – Be on site during the well drilling operation to monitor installation of the intermediate well and potentiometric wells to ensure they do not intercept any confining layers.
- Task VI –Obtain vertical datum on the potentiometric wells to enable



- an analysis that will provide ground water movement direction
- Task VII-Have samples pulled from the new and existing intermediate wells to compare ground water quality
  - Task VIII-Generate a final report to FDEP that provides the direction of ground water flow from the disposal site as well as addresses the new intermediate well ground water quality
  - Task IX – Respond to any RFI's from FDEP regarding the report

It is estimated this work will take 50 hours to complete and can be provided for a not to exceed fee of \$7,500.00. Currently Tasks I and II have been accomplished and 6 hrs were utilized and billed for. These hours and compensation for them will be credited to this project. I look forward to working with you and your staff on this project. If you have any questions please do not hesitate to contact me.

Sincerely;

A handwritten signature in black ink, appearing to read 'James A. Elder', written in a cursive style.

James A. Elder P.E.  
6832 Mauna Loa Blvd  
Sarasota, Florida 34241

MJS UTILITIES  
139 SW PECKHAM STREET  
PORT CHARLOTTE, FL 33952

8/1/12

TO: ALL RESIDENTS OF RIVERS EDGE MOBILE HOME PARK  
AND END USERS OF SUN RIVER WATER SYSTEM

RE: POSSIBLE CROSS CONNECTION OF PUBLIC WATER  
SYSTEM WITH NON POTABLE IRRIGATION WATER

DEAR TENANT,  
FOLLOWING A RECENT INSPECTION OF THE WATER SYSTEM AND  
DISTRIBUTION SYSTEM IN YOUR COMMUNITY BY THE DEPARTMENT  
OF ENVIRONMENTAL PROTECTION, THEY NOTICED THERE ARE  
STILL PIPES RUNNING FROM HOMES LOCATED AROUND THE WATER  
FRONT PROPERTIES TO THE LAKE OR WATERWAY. AS A RESULT,  
THEY NEED WRITTEN ASSURANCE THAT EITHER THE PUMP HAS  
BEEN REMOVED AND/OR DISCONNECTED OR IT WILL BE  
NECESSARY FOR YOU TO INSTALL A REDUCED PRESSURE ZONE  
(RPZ) BACKFLOW PREVENTER. PLEASE CHECK THE APPROPRIATE  
BOX BELOW THAT APPLIES TO YOUR RESIDENCE.

{ } I DO NOT HAVE AN IRRIGATION SYSTEM

{ } I WILL KEEP IRRIGATION AND INSTALL A RPZ

{ } I HAD AN IRRIGATION SYSTEM BUT IT HAS BEEN  
DISCONNECTED AND THE PUMP REMOVED

SUN RIVER UTILITIES, INC. - ANNUAL RESIDUAL SUMMARY REPORT FEB. 1, 2013



3637 N. 275 E. • Crawfordsville, IN 47933

2991 South St. • Ft. Myers, FL 33916

Grainhopper, Dump, Flat, Tank Trailers, Bio-Solids Liquid & Cake Field Application

Phone: 765-362-9600

Phone: 239-693-6600

**RECEIVED**

FEB 04 2013

February 01, 2013

Sun River Utilities Inc  
5195 NW 77th Ave  
Miami, FL 33166

RE: Annual Residual Summary Reports

To Whom It May Concern:

I have written a letter to the Florida Department of Environmental Protection on your behalf concerning your Annual Residual Summary Reports for your Waste Water Treatment Plant. If you remember, we have changed the process and are no longer required to submit these reports to the FDEP. I have enclosed a copy of the letter that has been sent to the FDEP. Please keep the enclosed copy of the 2012 Annual Residual Disposal Report for your Records.

If you have any questions Please call me at 239-693-6600 or 239-707-0555.

Sincerely,

A handwritten signature in black ink, appearing to read "Krish A. Alexander". The signature is fluid and cursive, with a long horizontal stroke at the end.

Krish A. Alexander, President  
Karle Enviro-Organic Recycling, Inc.



**E-MAILED**

Lara/Ian 2/5/13



3637 N. 275 E. • Crawfordsville, IN 47933

2991 South St. • Ft. Myers, FL 33916

*Grainhopper, Dump, Flat, Tank Trailers, Bio-Solids Liquid & Cake Field Application*

Phone: 765-362-9600

Phone: 239-693-6600

COPY

February 01, 2013

Florida Department of Environmental Protection  
South District  
P.O. Box 2549  
Fort Myers, FL 33902-2549

RE: Annual Residual Summery Report

Sun River Utilities Permit # FLA014062 is a Waste Water Treatment Facility that Karle Enviro-Organic Recycling, Inc. has under contract. The biosolids from this WWTP are currently being dewatered at our facility. The sludge is disposed in a Class I or II solid waste landfill. This letter is their Residual Report for the 2012 year. The above facilities residuals have been hauled to Waste Management Okeechobee Landfill, Inc. for the 2012 reporting year. As required, all load manifest with weight tickets are at our office for review.

If you have any questions please call me at 239-693-6600 or 239-707-0555.

Sincerely,

A handwritten signature in black ink, appearing to read "Krish A. Alexander". The signature is fluid and cursive, with a large initial "K" and "A".

Krish A. Alexander, President  
Karle Enviro-Organic Recycling, Inc.

## Stage 2 D/DBPR Monitoring Plan

**APPROVED**

By Baron, p at 2:29 pm, Jun 17, 2014

System Name: Sun River MIIP	PWSID: 6084074
Contact Name: Mike Strand	Contact E-Mail: strandm1@comcast.net
	Contact Phone: 863-990-1393

Stage 2 Compliance Monitoring Location ID	Location Type	Justification	Projected Sampling Date(s) (day, week, or month)			
			Calendar Quarter 1 (Jan 1 – Mar 31)	Calendar Quarter 2 (Apr 1 – Jun 30)	Calendar Quarter 3 (Jul 1 – Sep 30)	Calendar Quarter 4 (Oct 1 – Dec 31)
Lot 104	<input type="checkbox"/> Highest TTHM <input type="checkbox"/> Highest HAA5 <input checked="" type="checkbox"/> Stage 1 D/DBPR <input type="checkbox"/> Other	Stage 1 MRT site Site that is difficult to maintain a chlorine residual/ at far end of the distribution system but before last customer/hydrant			August	

Instructions: Add rows as necessary to list all Stage 2 compliance monitoring locations. For each location, provide an ID number and/or address. For each location, check the location type and provide justification for selection of the location. For each location, provide the projected sampling date (day, week, or month) within the monitoring period(s) required for your system; e.g., provide one date within Calendar Quarter 3 if your system is required to monitor yearly or provide one date within each of the four calendar quarters if your system is required to monitor quarterly.

### Compliance Calculation Procedures

- X This system is monitoring yearly or less frequently. Compliance is calculated as follows: determine if each sample result for each monitoring location is  $\leq$  the maximum contaminant level (MCL).
- This system is monitoring quarterly. Compliance is calculated as follows: for each monitoring location, calculate the locational running annual average (LRAA)—the average of results for samples taken at the monitoring location during the previous four calendar quarters  $((Q1+Q2+Q3+Q4)/4)$ —and determine if each LRAA is  $\leq$  the MCL.
- This system is monitoring more frequently than quarterly. Compliance is calculated as follows: for each monitoring location, average all samples taken in a quarter at the monitoring location to determine a quarterly average and then calculate the LRAA—the average of quarterly averages at the monitoring location during the previous four calendar quarters  $((Q1+Q2+Q3+Q4)/4)$ —and determine if each LRAA is  $\leq$  the MCL.

### Combined Distribution System Information

- This PWS is part of a combined distribution system.

Progress Reports #1 and #2  
Administrative Order No. SD-063  
Sun River Utilities, Inc.  
Effective Date: November 9, 2011

2/11/2012

- 1) Sun River Utilities has determined to pursue subparagraph 1A:

On or before June 30, 2012, Sun River Utilities, Inc., shall affirmatively provide the Department with reasonable assurance of compliance with: (i) Rule 62-520.420(1), F.A.C., for sodium, nitrate as nitrogen, nitrite as nitrogen, radioactive substances (combined radium 226 and 228), and radioactive substances (gross alpha particle activity including radium 226, but excluding radon and uranium); and (ii) Rule 62-520.520(6), F.A.C., for total dissolved solids and chloride, for private water supply wells on adjacent property.

### **Progress Report #1**

- 1) Negotiate and sign agreement for Engineering Services as necessary to meet the requirements of Administrative Order SD-63 Completed 1/17/2012

### **Progress Report #2**

- 1) 1/17/2012- Agreement signed with James A. Elder P.E. to provide the necessary Engineering services to comply with Administrative Order SD-63
- 2) 1/24/2012 – Meeting with Kyle James and A. A. Reeves III on site to determine the applicability of utilizing monitoring wells that were installed on the existing and adjacent properties that are available for testing. 4 wells were located that were the correct depth to be utilized to determine if the disposal site monitoring wells are accurate. ( Aerial attached)
- 3) 2/1/2012 – Generation of Aerial showing the approximate location of the wells proposed to be utilized
- 4) 2/8/2012 – Report to FDEP outlining proposed procedures and testing to be utilized to satisfy the “reasonable assurance” criteria.
- 5) 2/11/2012 – Progress Report to FDEP

If you have any questions please do not hesitate to contact me at 941-726-4712.

Sincerely

James A. Elder P.E.  
6832 Mauna Loa Blvd  
Sarasota, Fl. 34241  
Phone 941-726-4712  
Fax 775-402-1514  
E-mail [jaeconsult@comcast.net](mailto:jaeconsult@comcast.net)  
Cc: T.Reeves,K.James,L .Schenkman

Progress Report #3  
Administrative Order No. SD-063  
Sun River Utilities, Inc.  
Effective Date: November 9, 2011

3/11/2012

1) Sun River Utilities has determined to pursue subparagraph 1A:

On or before June 30, 2012, Sun River Utilities, Inc., shall affirmatively provide the Department with reasonable assurance of compliance with: (i) Rule 62-520.420(1), F.A.C., for sodium, nitrate as nitrogen, nitrite as nitrogen, radioactive substances (combined radium 226 and 228), and radioactive substances (gross alpha particle activity including radium 226, but excluding radon and uranium); and (ii) Rule 62-520.520(6), F.A.C., for total dissolved solids and chloride, for private water supply wells on adjacent property.

**Progress Report #3**

Another site visit was made to GPS locate the identified test wells and revise the previously provided print of the well locations.

It was confirmed that there are no existing surficial aquifer wells between the north end of the disposal field and the houses. Customer that lives on lot #45 was contacted and permission was given to sample their irrigation well which is set at 85 feet and was originally a potable water well.

Sanders labs were contacted and testing including the addition of sodium and chlorides was added to the originally proposed constituents as requested by FDEP. We are awaiting sampling dates from Sanders labs.

If you have any questions please do not hesitate to contact me at 941-726-4712.

Sincerely

James A. Elder P.E.  
6832 Mauna Loa Blvd  
Sarasota, Fl. 34241  
Phone 941-726-4712  
Fax 775-402-1514  
E-mail [jaeconsult@comcast.net](mailto:jaeconsult@comcast.net)  
Cc: T.Reeves,K.James,L .Schenkman



Progress Report #3  
Administrative Order No. SD-063  
Sun River Utilities, Inc.  
Effective Date: November 9, 2011

4/17/2012

1) Sun River Utilities has determined to pursue subparagraph 1A:

On or before June 30, 2012, Sun River Utilities, Inc., shall affirmatively provide the Department with reasonable assurance of compliance with: (i) Rule 62-520.420(1), F.A.C., for sodium, nitrate as nitrogen, nitrite as nitrogen, radioactive substances (combined radium 226 and 228), and radioactive substances (gross alpha particle activity including radium 226, but excluding radon and uranium); and (ii) Rule 62-520.520(6), F.A.C., for total dissolved solids and chloride, for private water supply wells on adjacent property.

**Progress Report #4**

Site visit and initial round of test samples taken by Sanders Lab personnel

Historical data requested and received from FDEP

Graphing of historical data to look at trends underway

Awaiting test results from first round of tests

Awaiting on Lab for next round of testing dates

If you have any questions please do not hesitate to contact me at 941-726-4712.

Sincerely

James A. Elder P.E.  
6832 Mauna Loa Blvd  
Sarasota, Fl. 34241  
Phone 941-726-4712  
Fax 775-402-1514  
E-mail [jaeconsult@comcast.net](mailto:jaeconsult@comcast.net)  
Cc: T.Reeves,K.James,L .Schenkman

Progress Report #5  
Administrative Order No. SD-063  
Sun River Utilities, Inc.  
Effective Date: November 9, 2011

5/14/2012

- 1) Sun River Utilities has determined to pursue subparagraph 1A:

On or before June 30, 2012, Sun River Utilities, Inc., shall affirmatively provide the Department with reasonable assurance of compliance with: (i) Rule 62-520.420(1), F.A.C., for sodium, nitrate as nitrogen, nitrite as nitrogen, radioactive substances (combined radium 226 and 228), and radioactive substances (gross alpha particle activity including radium 226, but excluding radon and uranium); and (ii) Rule 62-520.520(6), F.A.C., for total dissolved solids and chloride, for private water supply wells on adjacent property.

### **Progress Report #5**

Historical data received from FDEP

Graphing of historical data completed and report being generated

Tests from first round of testing received and incorporated into final report

First round testing provides a positive indication that contamination from the disposal site is not migrating toward the North

Second round of testing will not be done until 5/30/2012

#### Comments:

Historical data is not complete and there were some errors made in 2008 and 2009 regarding which well was mw-2 and mw-3; however there is enough data to make a reasonable conclusion as to the issue of the increase in sodium levels showing up in mw-3. Based on the data it appears there has been a steady increase in the effluent sodium, chloride and TDS levels since 2007 so that at this time the sodium level in the effluent has doubled. Since the sodium levels have doubled in the concentrate it is reasonable to assume that there would be a substantial increase in the sodium levels in both the intermediate as well as the compliance wells. Since to my knowledge there have not been any substantial changes in the facility operation, it is concluded that the source water sodium, chloride and TDS levels have increased. When discussing this with plant operations it was brought to my attention that the pumps in the supply wells had been lowered due to a drop in water levels from the drought conditions that currently exist. By having a drop in the supply well levels, potentially water with higher levels of sodium are being introduced in larger quantities into the supply water causing a corresponding increase in the sodium levels in the

facility's effluent disposal stream. I am generating a more detailed report regarding this as well as a list of methods of curing the issue now and in the future.

If you have any questions please do not hesitate to contact me at 941-726-4712.

Sincerely

James A. Elder P.E.  
6832 Mauna Loa Blvd  
Sarasota, Fl. 34241  
Phone 941-726-4712  
Fax 775-402-1514  
E-mail [jaeconsult@comcast.net](mailto:jaeconsult@comcast.net)  
Cc: T.Reeves,K.James,L .Schenkman

Progress Report #6  
Administrative Order No. SD-063  
Sun River Utilities, Inc.  
Effective Date: November 9, 2011

6/26/2012

- 1) Sun River Utilities has determined to pursue subparagraph 1A:

On or before June 30, 2012, Sun River Utilities, Inc., shall affirmatively provide the Department with reasonable assurance of compliance with: (i) Rule 62-520.420(1), F.A.C., for sodium, nitrate as nitrogen, nitrite as nitrogen, radioactive substances (combined radium 226 and 228), and radioactive substances (gross alpha particle activity including radium 226, but excluding radon and uranium); and (ii) Rule 62-520.520(6), F.A.C., for total dissolved solids and chloride, for private water supply wells on adjacent property.

### **Progress Report #6**

Waiting on test results from the last round of tests should be ready in the next couple of days and will be added to the report.

Second round of testing will not be done until 5/30/2012

Comments:

Have been waiting on the test results to add to the report before sending it though I don't believe they will change anything in the report. As stated in the last progress report two things are apparent;

- 1) The effluent quality decreased in all areas and due to it coming directly from the facility these tests results should be the most accurate
- 2) The compliance well tests exceed the sodium limitations

In addition to last report I have noted during my review that there is little correlation between the effluent quality trends and the trends of the intermediate and compliance wells. If the compliance wells and the intermediate wells are truly measuring the impact of the effluent on the ground water there should be some direct and measureable influence on the test wells from the effluent. However this does not seem to be the case. This is discussed in the final report with recommendations.

If you have any questions please do not hesitate to contact me at 941-726-4712.

Sincerely;

James A. Elder P.E.  
6832 Mauna Loa Blvd  
Sarasota, Fl. 34241  
Phone 941-726-4712  
Fax 775-402-1514  
E-mail [jaeconsult@comcast.net](mailto:jaeconsult@comcast.net)  
Cc: T.Reeves,K.James,L .Schenkman

**EXHIBIT L**  
**Rule 25-30.037(2)(r)**

**A copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.**

One customer complaint from 2012 was received from Sun River Utilities concerning “bleach in the water.”

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

*Where is smell of water coming from*

000118088 0008194

Make Checks Payable To:  
Sun River  
Billing & Payment Processing Center  
P.O. Box 151245  
Cape Coral, FL 33915-1245

Check this box for address correction or message. Please print on reverse side.  
Acct#: 118088 1814 IBIS CT

*To much  
bleach in water  
cant drink it  
Send someone!*

Amount Due by 02/10/2012	\$81.94
Amount Enclosed: \$	

JERRY HICKEY  
2973 RUBBINS RD  
HOWELL MI 48843



Sun River  
C/O US WATER  
P.O. BOX 151245  
CAPE CORAL, FL 33915-1245



SUN RIVER UTILITIES, INC. - 2012 CUSTOMER COMPLAINTS

**EXHIBIT M**  
**Rule 25-30.037(2)(u)**

**Tariff sheets reflecting any changes resulting from the transfer. Form PSC 1010 (12/15), entitled "Water Tariff" and Form PSC 1011 (12/15), entitled "Wastewater Tariff," which are incorporated by reference in Rule 25-30.033, F.A.C., are example tariffs that may be completed by the applicant and included in the application.**

See Attached.



WATER TARIFF

NORTH CHARLOTTE WATERWORKS, INC.  
NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

NORTH CHARLOTTE WATERWORKS, INC.  
NAME OF COMPANY

4939 CROSS BAYOU BLVD.  
NEW PORT RICHEY, FL 34652

(ADDRESS OF COMPANY)

(727) 848-8292

(888) 228-2134

(Business & Emergency Telephone Numbers)

GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

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Service Availability Policy and Charges .....	17.0
Standard Forms.....	20.0
Technical Terms and Abbreviations .....	5.0
Territory Authority .....	3.0

GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 646-W

COUNTY - CHARLOTTE / DESOTO

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-09-0609-FOF- WS	September 8, 2009	080272-WS	Original Certificate

EFFECTIVE DATE -

TYPE OF FILING – Transfer of Certificate

GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

Charlotte and DeSoto Counties  
Description of Water and Wastewater Territory

In Township 40 South, Range 23 East, Charlotte County, Florida:

The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12.  
The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12.  
The NW 1/4 of the SW 1/4 of Section 12.  
The SW 1/4 of the NW 1/4 of Section 12, lying South of Lee Branch Creek.  
The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12.

Less and except:

The East 1/2 of the NE 1/4 of the SW 1/4 of the NW 1/4 of Section 12.  
All of Section 11, lying East of Hunter's Creek and lying South of Lee Branch Creek.  
The NE 1/4 of the SE 1/4 of Section 11, lying East of Hunter's Creek.

Together with:

The North 1/4 of Section 12, lying East of the Seaboard Coastline Railroad and North of the Southern Right-of-Way of Turbak Road.

A portion of Section 12, being more specifically described as follows:

Beginning at the Southeast corner of said Section 12, thence West along the South line of said Section 12, a distance of 2577.55 feet; thence North, a distance of 385.34 feet; thence West, a distance of 531.75 feet; thence North, a distance of 897.20 feet; thence West, a distance of 511.21 feet; thence North, a distance of 438.40 feet; thence East a distance of 511.21 feet; thence North, a distance of 178.65 feet; thence East, a distance of 606.14 feet; thence South, a distance of 600 feet more or less; thence East, a distance of 2860 feet more or less to the East line of said Section 12; thence South along the East line of said Section 12 to the Point of Beginning.  
The South 1/4 of Section 1, lying East of the Seaboard Coastline Railroad.  
The North 1/4 of Section 14, lying East of Hunter's Creek.

Together with:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 12.

(Continued to Sheet 3.2)

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

\_\_\_\_\_  
GARY DEREMER  
ISSUING OFFICER

\_\_\_\_\_  
PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 3.1)

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4, and the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 12.

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13. Less and except the Right-of-Way for a public highway along the East side of said land, and Less and except the Right-of-Way for a public road along the North line of said land, and Less and except the following:

Commence at the Northeast corner of said Section 13; thence along the North boundary of said Section 13, North 88°26'45" West, 45.15 feet, to the Westerly maintained Right-of-Way line of State Road 35 (US 17) for a Point of Beginning; thence along said Westerly maintained Right-of-Way line, South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 feet; thence North 00°23'35" East, 330.28 feet, to said North boundary of Section 13; thence along said North boundary, South 88°26'45" East, 8.00 feet to the Point of Beginning.

Together with:

A portion of Section 13, being more specifically described as follows:

Commence at the Southeast corner of said Section 13; thence South 87°21'06" West along the South line of said Section 13, a distance of 91.87 feet to the West right-of-way of State Road #35 (U.S. Highway #17) and the Point of Beginning; thence continue South 87°21'06" West a distance of 646.51 feet; thence North 01°58'09" West a distance of 2383.80 feet; thence North 88°27'53" East a distance of 337.71 feet; thence North 01°32'01" West a distance of 277.75 feet; thence North 30°58'39" West a distance of 125.00 feet; thence North 69°19'18" West a distance of 312.50 feet; thence North 01°32'07" West a distance of 80.00 feet; thence South 88°27'53" West a distance of 22.82 feet; thence North 01°32'07" West a distance of 330.00 feet; thence North 02°46'04" West a distance of 1,700.17 feet; thence North 88°23'07" East a distance of 329.07 feet; thence North 02°47'31" West a distance of 635.34 feet to the South right-of-way of Palm Shores Boulevard; thence North 88°20'46" East a distance of 275.52 feet to the West right-of-way of State Road #35 (U.S. Highway #17); thence South 02°47'57" East along said right-of-way a distance of 2,006.62 feet; thence South 88°18'40" West along said right-of-way a distance of 5.28 feet to the point of curvature of a curve to the left having as elements a radius of 11,333.16 feet and a central angle of 03°02'06.1"; thence along arc of said curve a distance of 600.33 feet to the point of compound curvature of a curve to the left having as elements a radius of 11,585.16 feet and a central angle of 04°34'53.3"; thence along arc of said curve a distance of 926.37 feet; thence South 02°38'54" East along said right-of-way a distance of 23.40 feet; thence North 87°21'06" East along said right-of-way a distance of 36.00 feet; thence South 02°38'54" East along said right-of-way a distance of 300.00 feet; thence North 87°21'06" East along said right-of-way a distance of 10.00 feet; thence South 02°38'54" East along said right-of-way a distance of 1,439.06 feet to the Point of Beginning.

And

(Continued to Sheet 3.3)

EFFECTIVE DATE -TYPE OF FILING - Transfer of Certificate

GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

(Continued from Sheet No. 3.2)

In Township 40 South, Range 24 East, Charlotte County, Florida:

Parcel 1

Section 4.

Together with:

Parcel 2

All of Section 5, less and except a strip 100 feet wide running Northerly from the S line of the N 1/2 to the N line of the N 1/2 in the W 1/2 of the W 1/2.

Together with:

Parcel 3

The Northeast 1/4 of the Northeast 1/4 of Section 6.

Together with:

Parcel 4

The Northeast 1/4 of Section 9, less the South 815.85 feet.

Together with:

Parcel 5

The South 1/2, and the Northeast 1/4 of Section 8, which parcel includes all of said Section 8, less and except a strip 100 feet wide running northerly from the S line of the S 1/2 to the N line of the S 1/2 in the E 1/2 of the W 1/2.

Together with:

Parcel 6

All of Section 9, less and except the NE 1/4 of said Section 9.

Plus

The South 815.85 feet of the NE 1/4 of Section 9.

Together with:

Parcel 7

The West 1/2 of Section 10.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 3.3)

Together with:

Parcel 8

The Southerly 150 feet of Sections 7 and 8.

And

A parcel of land lying in Sections 5, 6, 7, and 8, described as follows:

Begin at the NW corner of said Section 6, thence S 89°43'07" E, along N line of said Section 6, 1,786.20 feet to Point of Beginning; thence S 01°06'38" W along easterly line of Ann H. Ryals property as described in O.R. Book 1435, Pages 1513 and 1514, of the Public Records of Charlotte County, Florida, 1287.30 feet; thence S 73°2'33" E along said easterly line, 919.56 feet; thence S 00°41'16" E along said easterly line, 1,116.55 feet to SE corner of said Ryals property; thence N 89°41'03" W along S line of said Ryals property, 2,475.81 feet to the E right-of-way line of State Road 35 (U.S. Highway 17) as monumented; thence S 00°26'53" W along said E right-of-way line, 1,844.49 feet to the N line of William E. Roe property as described in O.R. Book 855, Page 1941, Public Records of Charlotte County, Florida; thence S 89°45'11" E along said N line, 1,883.20 feet to the NE corner of said Roe property; thence S 00°31'12" W along E line of said Roe property, 118.50 feet to the SE corner of said Roe property; thence N 89°45'11" W along the S line of said Roe property, 1,585.05 feet to the E right-of-way of State Road 35 (U.S. Highway 17) as monumented; thence S 00°20'17" W along said E right-of-way line, 670.37 feet to a point on the S line of said Section 6; thence N 89°49'39" W along said S line and on said right-of-way line of State Road 35 (U.S. Highway 17), 298.00 feet; thence S 00°20'17" W along said E right-of-way line, 677.88 feet; thence S 00°24'44" W along said E right-of-way line, 652.61 feet to the N line of Raymond Smith property as described in O.R. Book 963, Pages 2090 and 2091, Public Records of Charlotte County, Florida; thence S 89°32'33" E along the N line of said Smith property as monumented by ABS & Associated, Inc., Registered Land Surveyors, 1,138.93 feet to an iron rod set by said registered surveyors for the NE corner of Lot 11 of FLORADONIA SUBDIVISION, as recorded in Plat Book 1, Page 44, Public Records of Charlotte County, Florida; thence S 00°27'48" W along the E line of said Smith property and also the E line of said Lot 11, 1,326.85 ft. to an iron rod set by said registered surveyors for the SE corner of said Lot 11 in centerline of Catalpa Avenue; thence S 89°08'19" E along said centerline of Catalpa Avenue and along the S line of the N 1/2 of Section 7, 4,675.89 feet to the E 1/4 corner of said Section 7; thence S 88°40'35" E, along said centerline and along the S line of N 1/2 of Section 8, 3,406.06 feet; thence N 5,380.44 feet to a point on the N line of the S 1/2 of Section 5; thence N 89°00'36" W along said N line, 2,545.405 feet; thence N 07°47'49" W along said W line, 988.17 feet; thence N 39°33'51" W, 1,397.205 feet.; thence N 46°23'45" W, 875.12 feet to the N line of said Section 6; thence N 89°43'07" W along said N line, 3372.19 feet to Point of Beginning. LESS and except a 100 foot wide strip running northerly from the S line of the N 1/2 of Section 8 to the N line of the S 1/2 of Section 5.

AndEFFECTIVE DATE -TYPE OF FILING – Transfer of Certificate

GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE



NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 3.4)

The South 1/2 of Section 7, less the right-of-way to State Road No. 35 (U.S. Highway No. 17) along the West side and less the South 150.00 feet and also less the South 1/8 of the Northwest 1/4 of the Southwest 1/4. Also that part of the Southwest 1/4 of Section 8, less the South 150.00 feet.

And

A part of Section 6, described as follows:

Begin at the NW corner of Section 6, thence S 89°38'49" E along the North line of said Section 6, 50 feet to the East right-of-way of U.S. Highway 17; thence S 0°30'10" W along said East right-of-way, 50 feet to Point of Beginning; thence S 89°38'33" E, 1735.61 feet; thence S 01°10'26" W, 1237.08 feet; thence S 73°23'45" E, 919.56 feet; thence S 0°37'28" E, 1116.55 feet; thence N 89°37'15" W, 2626.59 feet to the East right-of-way of U.S. Highway 17; thence N 0°30'10" E along said East right-of-way, 2,609.46 feet to Point of Beginning, all lying and being in Township 40 South, Range 24 East, Charlotte County, Florida.

## LESS AND EXCEPT PARCEL 105

That portion of the Northwest quarter and the Southwest quarter of Section 6, being described as follows:

Commence at the Northwest Corner of Section 6, Township 40 South, Range 24 East; thence along the north line of said Section 6, S 89°43' 07" E, 0.39 feet to the survey base line of State Road 35 (U.S. Highway No. 17); thence along said survey base line S 00°29'34" W, 50.00 feet; thence S 89°42'41" E, 49.85 feet for a Point of Beginning, said point lying on the easterly existing right of way line of State Road 35 (U.S. Highway 17) (per deed exception, Official Records Book 836, Page 595); thence continue S 89°42'41" E, 152.35 feet; thence S 00°29'34" W, 1,533.83 feet; thence S 00°26'93" W, 1,075.70 feet; thence N 59°41'03" W, 150.74 feet to said easterly existing right of way line; thence along said existing right of way line, N 00°21'54" E, 13.93 feet to the south line of the Northwest quarter of said Section 6; thence continue along said easterly existing right-of-way line, N 00°36'22" E, 2,595.52 feet to the Point of Beginning.

Together with (Zachariah parcel):

A portion of Sections 17 & 18, being more particularly described as follows:

Beginning at the Northwest corner of said Section 17, thence South 89°12'01" East, a distance of 3670.96 feet along the North line of Section 17; thence South 00°34'08" West, a distance of 1319.39 feet; thence North 89°10'55" West, a distance of 400.63 feet; thence South 00°35'02" West a distance of 2562.50 feet; thence North 88°36'17" West, a distance of 961.33 feet; thence North 01°38'32" East, a distance of 10.23 feet; thence North 88°37'57" West, a distance of 700.15 feet; thence South 01°26'04" West, a distance of 10.00 feet; thence North 88°31'23" West, a distance of 47.79 feet; thence North 89°00'58" West, a distance of 1345.95 feet; thence North 00°20'43" West, a distance of 269.02 feet; thence North 89°09'14" West, a distance of 159.92 feet; thence North 00°14'38" West, a distance of 964.18 feet; thence North 88°49'13" West, a distance of 654.72 feet; thence South 00°09'14" East, a distance of 620.47 feet; thence South 88°53'32" West, a distance of 1425.59 feet;

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GARY DEREMER  
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TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 3.5)

thence South 00°44'50" West, a distance of 628.61 feet; thence North 89°05'26" West, a distance of 53.45 feet; thence North 01°06'14" East, a distance of 9.92 feet; thence North 89°10'01" West, a distance of 308.04 feet; thence North 89°10'07" West a distance of 357.08 feet; thence North 00°34'59" East, a distance of 622.09 feet; thence North 88°53'32" West, a distance of 476.00 feet; thence North 00°06'42" West, a distance of 3268.77 feet to the North line of Section 18, Township 40 South, Range 24 East; thence South 88°29'58" East, along the North line of Section 18, a distance of 3271.22 feet to the Point of Beginning.

Less and Except the following described abandoned railroad right-of-way:

A 100 foot wide strip of land lying with Section 17, Township 40 South, Range 24 East, Charlotte County Florida, said strip of land lying 50 feet each side of the following described Centerline: Beginning at the Northwest corner of said Section 17, Township 40 South, Range 24 East, thence South 89°12'01" East, a distance of 1568.05 feet, to the Centerline; thence South 00°12'53" West, a distance of 3855.30 feet along said Centerline to a point on the Northerly right-of-way line of State Road 764, also known as Washington Loop Road.

Together with (Ryals Parcel):

All of Section 3.

Together with portions of Sections 10, 11, and 2, more particularly described as follows:

Commencing at the Southeast corner of said Section 10, thence N 88°35'55" W, along the South line of said Section 10, a distance of 2711.65 feet to the South 1/4 corner of said Section 10; thence N 01°16'01" E, leaving said South line of Section 10, a distance of 2868.63 feet to a Point of Beginning; thence N 55°38'29" E, a distance of 813.61 feet; thence N 32°31'48" E, a distance of 1070.25 feet; thence S 72°17'21" E, a distance of 2065.42 feet; thence N 21°02'51" E, a distance of 405.77 feet; thence N 08°23'14" E, a distance of 26.47 feet; thence N 40°01'38" E, a distance of 1212.23 feet; thence N 90°00'00" E, a distance of 165.03 feet; thence N 37°31'10" E, a distance of 179.97 feet; thence N 44°14'18" E, a distance of 153.32 feet; thence N 06°13'24" E, crossing the South line of said Section 2, a distance of 474.86 feet; thence N 26°19'16" W, a distance of 1554.13 feet; thence N 78°25'26" E, a distance of 1535.88 feet; thence N 31°07'54" E, a distance of 682.02 feet; thence S 82°30'42" E, a distance of 339.94 feet; thence N 19°50'47" E, a distance of 822.67 feet; thence N 23°37'01" E, a distance of 69.24 feet; thence N 29°18'40" E, a distance of 929.37 feet; thence N 02°52'17" W, a distance of 34.64 feet; thence N 24°11'12" W, a distance of 242.50 feet; thence N 13°29'12" E, a distance of 1111.94 feet to a point on the North line of said Section 2; thence N 89°36'54" W, along said North line of Section 2, a distance of 4291.62 to the Northwest corner of said Section 2; thence S 00°09'15" W, along the West line of said Section 2, a distance of 5289.16 feet to the Southwest corner of said Section 2; thence N 88°35'55" W along the North line of said Section 10, a distance of 2711.65 feet to the North 1/4 corner of said Section 10; thence S 01°16'01" W, a distance of 2554.67 feet to the Point of Beginning.

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## WATER TARIFF

(Continued from Sheet No. 3.6)

In Township 39 South, Range 24 East, DeSoto County, Florida (DeSoto Park, LLC):

All of Section 31.

Along with:

The South 1/2 of the South 1/2 of Section 30.

## Less and Except:

A portion of Section 30 &amp; 31, being more specifically described as follows:

Commence at the Southwest corner of said Section 31, thence South 89°41'45" East along the South line of said Section 31, a distance of 50.39 feet to the East of right-of-way line of U.S. Highway #17 (100 feet wide); thence North 0°24'39" East along said East right-of-way line, a distance of 3728.32 feet to the intersection of the East right-of-way of U.S. Highway #17 and the North right-of-way of Enterprise Blvd., said point being the Point of Beginning; thence South 89°34'59" East along the North right-of-way of said Enterprise Blvd., a distance of 2138.80 feet; thence North 0°11'34" East along said right-of-way, a distance of 55.00 feet; thence South 89°34'59" East along said right-of-way, a distance of 441.24; thence North 0°11'14" East, a distance of 1524.75 feet to the North line of Section 31; thence North 0°34'13" East, a distance of 1333.50 feet to the North line of the South 1/2 of the South 1/2 of said Section 30; thence North 89°30'57" West along the North line of the South 1/2 of the South 1/2 of said Section 30, a distance of 2563.24 feet to the East right-of-way of U.S. Highway #17; thence South 00°52'15" West along said right-of-way, a distance of 1793.74 feet; thence South 00°25'15" West, along said right-of-way, a distance of 586.65 feet; thence South 00°23'47" West along said right-of-way, a distance of 535.91 feet to the Point of Beginning.

Less and Except (Tower Site):

A portion of Section 31, more specifically described as follows:

Commence at the Southwest corner of said Section 31; thence South 89°41'45" East along the South line of said Section 31, a distance of 50.39 feet to a point on the East right-of-way of U.S. Highway #17; thence North 0°24'39" East along said right-of-way, a distance of 126.12 feet; thence South 89°41'45" East, a distance of 197.83 feet to the Point of Beginning; thence continue South 89°41'45" East, a distance of 270.00 feet; thence North 0°18'15" East, a distance of 396.55 feet; thence North 89°41'45" West, a distance of 270.00 feet; thence South 0°18'15" West, a distance of 396.55 feet to the Point of Beginning.

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ORIGINAL SHEET NO. 4.0

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) Available	Sheet No.
Charlotte	River's Edge	GS, RS	13.0, 14.0
DeSoto	DeSoto Park	GS, RS	13.0, 14.0

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NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is North Charlotte Waterworks, Inc.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, Service shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No.5.1)

EFFECTIVE DATE -

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NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

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NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	9.0	14.0
Adjustment of Bills .....	10.0	22.0
Adjustment of Bills for Meter Error.....	10.0	23.0
All Water Through Meter .....	10.0	21.0
Application .....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer's Installation.....	8.0	11.0
Continuity of Service.....	8.0	9.0
Customer Billing.....	9.0	16.0
Delinquent Bills .....	7.0	8.0
Extensions .....	7.0	6.0
Filing of Contracts.....	10.0	25.0
General Information.....	7.0	1.0
Inspection of Customer's Installation.....	9.0	13.0
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Meters.....	10.0	20.0
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(Continued to Sheet No. 6.1)

GARY DEREMER  
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TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Tariff Dispute .....	7.0	2.0
Protection of Company's Property .....	8.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right-of-way or Easements .....	9.0	15.0
Termination of Service.....	9.0	17.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Water .....	10.0	19.0

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TITLE



NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled Your Water and Wastewater Service, prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

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NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

EFFECTIVE DATE -

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PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered  Monthly,  Bimonthly, or  Quarterly as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

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GARY DEREMER  
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NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

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NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
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Meter Test Deposit .....	15.0
Miscellaneous Service Charges .....	16.0
Residential Service, RS.....	13.0

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PRESIDENT  
TITLE

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 WATER TARIFF
GENERAL SERVICERATE 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 -
- RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 22.50
3/4"	\$ 33.77
1"	\$ 56.27
1 1/2"	\$ 112.53
2"	\$ 180.04
3"	\$ 360.08
4"	\$ 562.62
6"	\$ 1,125.23
Charge per 1,000 gallons	\$ 8.59

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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TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

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 -
- RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 22.50
3/4"	\$ 33.77
1"	\$ 56.27
1 1/2"	\$ 112.53
2"	\$ 180.04
3"	\$ 360.08
4"	\$ 562.62
6"	\$ 1,125.23
	\$
Charge per 1,000 gallons	
0 – 7,000	\$ 7.84
7,001 – 14,000	\$ 9.61
Over 14,000	\$ 11.76

- 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 -
- TYPE OF FILING - Transfer of Certificate

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PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$113.70	\$90.02
All Others	2 x average bill	2 x average bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

GARY DEREMER  
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NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

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NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

LATE PAYMENT CHARGE - This charge may be levied when payment has not been made within 21 days after the bill has been mailed or presented.

RETURN CHECK CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customer's banking institution.

CONVENIENCE CHARGE - This charge may be levied when a customer opts to pay their utility bill by debit/credit card either online or by telephone.

(Continued to Sheet No. 16.1)

EFFECTIVE DATE -

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TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

(Continued from Sheet No. 16.0)

**Water Miscellaneous Service Charges**

	Normal Hours	After Hours
Initial Connection Fee	\$20.00	N/A
Normal Reconnection Fee	\$20.00	\$40.00
Violation Reconnection Fee	\$20.00	\$40.00
Premises Visit Fee	\$20.00	\$40.00
Late Payment Charge	\$ 5.00	N/A
Non-Sufficient Funds (NSF) Charge	As Set Forth in Section 68.065(2), Florida Statutes	
Convenience Charge	\$ 2.60	

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NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges .....	19.0
Service Availability Policy .....	18.0

GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

**TERMS & ABBREVIATIONS**

- 1.0 **"ACTIVE CONNECTION"** - Means a connection to the Company's system at the point of delivery of service, whether or not service is currently being provided.
- 2.0 **"BACK FLOW PREVENTOR"** - Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Company by virtue of a cross connection or flow from the Customers' property into the Company's system.
- 3.0 **"CONTRIBUTION(S)-IN-AID-OF-CONSTRUCTION" (CIAC)** - Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company's property, facilities, or equipment used to provide utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.
- 4.0 **"CONTRIBUTOR"** - Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.
- 5.0 **"CUSTOMER CONNECTION CHARGE"** - Means any payment made to the Company for the cost of installing a connection from the Company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.
- 6.0 **"CUSTOMER INSTALLATION"** - Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer's side of the "Point of Delivery" and used in connection with or forming part of the installation necessary for rendering water service to the Customer's premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 7.0 **"DEVELOPER'S AGREEMENT"** - Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.
- 8.0 **"ECONOMIC FEASIBILITY"** - Means a test by which the operating income of the Company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.
- 9.0 **"EQUIVALENT RESIDENTIAL CONNECTION" (ERC)** - Means (a) 350 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Protection for a single residential unit.

(Continued to Sheet No. 18.1)

EFFECTIVE DATE -

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PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 18.2)

**TERMS & ABBREVIATIONS**

- 10.0 **"GUARANTEED REVENUE AGREEMENT"** - Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.
- 11.0 **"HYDRAULIC SHARE"** - Means the pro rata share of the capabilities of the Company's facilities to be made available for service to the contributor. The pro rata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.
- 12.0 **"INSPECTION FEE"** - Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.
- 13.0 **"MAIN EXTENSION CHARGE"** - Means a charge made by the Company for the purpose of covering all or part of the Company's capital costs in extending its off-site water or wastewater facilities to provide service to specified property. The charge is determined on the "Hydraulic Share" basis or other acceptable method reasonably related to the cost of providing the service.
- 14.0 **"METER INSTALLATION FEE"** - Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.
- 15.0 **"OFF-SITE FACILITIES"** - Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations, the purpose of which is either to provide water service to properties within the service territory of the service Company or to collect wastewater received from properties within the territory.
- 16.0 **"ON-SITE FACILITIES"** - Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.
- 17.0 **"REFUNDABLE ADVANCE"** - Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company's costs so that the proposed extension may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.

(Continued to Sheet No. 18.2)

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NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

(Continued from Sheet No. 18.1)

**TERMS & ABBREVIATIONS**

- 18.0 **"SERVICE AVAILABILITY POLICY"** - Means the section of the Company's tariff which sets forth a uniform method of determining the plant capacity charge or other charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.
- 19.0 **"SPECIAL SERVICE AVAILABILITY CONTRACT"** - Means an agreement for charges for the extension of service which is not provided for in the Company's Service Availability Policy.
- 20.0 **"SYSTEM (PLANT) CAPACITY CHARGE"** - Means the charge made by the Company for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.
- 21.0 **"UTILITY SERVICE FEES"** - Means fees that the Company will credit against the Service Availability Charges that are effective at the time application for service is made.
- 22.0 **"TREATMENT FACILITIES"** - Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.

(Continued to Sheet No. 18.3)

EFFECTIVE DATE -

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PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

(Continued from Sheet No. 18.2)

**SERVICE AVAILABILITY POLICY**

- I. **PURPOSE** The Company is implementing this Service Availability Policy (hereinafter "Policy") to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its certificated area; and describes the charges which are intended to defray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.
- II. **APPLICABILITY** The provisions of this policy are applicable to all Customers and potential customers within the Certificated Service Area of the Company.
- III. **GENERAL PROVISIONS** The following provisions apply to all extensions to the Company's facilities. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutes are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.
  - 1. **Commission Approval** The terms and conditions of the Company's Service Contracts, Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below:
    - a. Extensions that are in accordance with the Standard Service Contract, Standard Developer's and/or Standard Refundable Advance Agreements, approved by the Commission for use with this Service Availability Policy, will not need additional Commission approval.
    - b. Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability Contract with a developer provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.
    - c. Approval of a developer's agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission approval, the terms and conditions of the Company's service availability policy are changed.
  - 2. **Extension Only Within Certificated Service Areas** The Company will make extensions to its facilities, to all customers within its certificated service area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V-3-b of this Service Availability Policy, service availability charges, refundable advances, contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.

(Continued to Sheet No. 18.4)

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NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

(Continued from Sheet No. 18.3)

- 3. **Extensions Where Economically and Operationally Feasible** If service is requested for property not in the Company's existing Certificated Service Area, the Company may agree to provide service where economically and operationally feasible subject to appropriate approval(s) from regulatory authorities.
- 4. **Obligations of the Company** As provided in this policy, the Company's obligations are to extend its existing facilities within its Certificated Service Area, and to provide service to all customers within its certificated area under the terms and conditions herein. The Company will respond to each Applicant within 30 days. Where a proposed main extension is involved, only those services specifically provided for in the Company's Commission-approved Service Contracts, Developer's Agreements or Refundable Advance Agreements, which are properly executed by the Applicant and the Company, shall obligate the Company to perform any task, or furnish any service to an Applicant or any other party.
- 5. **General Application for Service** The Commission requires that all Applicants for utility services within its certificated area shall make a written request (Application) for the service desired from the Company. (The Company's Application Form is in SECTION VII - MISCELLANEOUS of this tariff). This application is notice to the Company that service is desired and an expression of the Applicant's willingness to conform to the Company's policies, tariffs, rules and regulations which are in effect and on file with the Commission.
- 6. **On-Site Facilities** The Company shall be entitled to inspect all connections (including on-site facilities) to Company facilities. The Applicant shall reimburse the Company for all costs associated with the performance of these inspections.
- 7. **Refusal of Service** The Company may refuse commencement of service to an Applicant for any of the following reasons:
  - a. **Proposed Service is not lawful.** The proposed service is not lawful under the current Statutes and Rules of the Commission, or
  - b. **Conditions not yet met.** A condition of the Service Availability Policy, Service Contract, Developer's Agreement or Refundable Advance Agreement has not yet been met, or
  - c. **Adverse effects on existing customers.** The proposed service would adversely affect the quality or reliability of service to existing customers (e.g. capacity of existing Company facilities is insufficient), or
  - d. **Economic feasibility.** The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code (Commission Rules), or
  - e. **Property outside certificated service area.** Property for which service is requested is outside of the Company's certificated service area and the Company has determined that extension of its certificated service area is not economically justified.

(Continued to Sheet No. 18.5)

EFFECTIVE DATE -

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NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 18.4)

**SERVICE AVAILABILITY POLICY**

V. **MAIN EXTENSION RULES** Where there is not an existing main available, the Company will extend its main to provide service provided the Applicant has first entered into a Commission-approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company.

1. **Applications for Main Extensions** Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:

Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limited to the following information, if applicable:

- a. A legal description of the property including reference to section, township and range.
- b. A drawing of the property showing its boundaries.
- c. The present zoning classification of the property.
- d. A plat map.
- e. Three sets of a site and utility plan (and floor plan for commercial developments).
- f. The intended land use of the development, including densities and types of use.
- g. The name and address of the person or entity making the application for extension of service.
- h. The nature of the Applicant's title to or interest in the described property.
- i. The date, or estimated date, service will be needed.

2. **Rules for Extending Mains to a Single Residence or a Single Commercial Facility** Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the Company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.

3. **Rules for Extending Mains to Developer Facilities** Service to a developer requiring an extension of the Company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the Company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:

(Continued to Sheet No. 18.6)

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TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 18.5)

- a. **Existing facilities to a development.** If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.
- b. **Developer providing facilities.** If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development of construction drawings needed to extend the existing facilities to serve the proposed development. The plans, designs and development drawings shall be in accordance with applicable laws or ordinances. The Company will furnish general construction specifications, an estimate of all costs to be borne by the developer (including all applicable Service Availability Charges) that are in addition to the costs of the facilities the developer is to construct, and a quotation of advances to be made upon execution of a Developer's Agreement. By way of further explanation, the Developer will be responsible for the following:
- (1) **Design of new water facilities.** The developer will retain the services of a registered professional engineer to prepare all plans and specifications for water facilities (hereinafter "facilities") to connect to the Company's facilities at points designated by the Company. Said plans and specifications must be approved by the Company prior to submission to any regulatory agency for review.
  - (2) **Approvals and permits.** The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.
  - (3) **Construction of facilities.** The developer will, at its own expense, construct and install all facilities in accordance with the plans and specifications as approved by the Company. Additionally, the developer shall be responsible for certifying to the appropriate regulatory agency that the facilities have been installed and tested in accordance with the plans and specifications prepared by the developer's engineer.
  - (4) **Warranty on workmanship.** The developer shall warrant all facilities against defect in materials and workmanship for a period of one year from the date of acceptance of said facilities by the Company.
  - (5) **Inspection of facilities.** The Company shall have the right to inspect the construction of the facilities and to recommend reasonable changes. Additionally, within sixty (60) days after the completion and certification of the facilities, the Company may perform an inspection of the facilities. The developer shall reimburse the Company for all costs associated with the performance of these inspections, as provided for in this tariff.

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(Continued to Sheet No. 18.7)

EFFECTIVE DATE -TYPE OF FILING - Transfer of Certificate

GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 18.6)

- (6) **Conveyance of title.** Prior to a letter of acceptance being issued by the Company, the developer shall immediately convey title of the facilities to the Company, and before accepting the responsibility for operation and maintenance of the facilities, the developer shall provide, without charge to the Company, the following information:
- (a) Cost Report - which shall detail, as provided for in the National Association of Regulatory Commissioners (NARUC) Uniform System of Accounts, all costs incurred in the construction of the facilities, including engineering, inspection, and administrative costs,
  - (b) Three copies of "As-Built-Plans" - Shall be 24"x36" Mylar, showing precise location of all lines and appurtenances in relation to an identifiable property line or referenced monument,
  - (c) Easements - as required,
  - (d) Contractor's waiver and release of lien,
  - (e) Contractor's Letter of Warranty or Developer's Contract Bond,
  - (f) Absolute Bill of Sale,
  - (g) All required fees and charges.
4. **Company Extends for Its Own Future Benefit** If the company installs (or has installed) facilities for its future benefit capacity in excess of what would normally be required for the requested extension, the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.
- VI. **SERVICE AVAILABILITY CHARGES** The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as a CIAC, and do not entitle the Applicant to any rights of ownership. The Company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:

(Continued to Sheet No. 18.8)

EFFECTIVE DATE -TYPE OF FILING – Transfer of Certificate

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 GARY DEREMER  
 ISSUING OFFICER

---

 PRESIDENT  
 TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 18.7)

1. **Plant Capacity Charges** The Company will collect a fee, designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.
2. **Meter Installation Charges** The Company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.
3. **Service Installation Charges** The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.
  - a. **Short Service** - Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.
  - b. **Long Service** - Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.
  - c. **Long Service** - Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street.
4. **Main Extension Charges** The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tariff. Where there is not an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developers Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval.
5. **Allowance for Funds Prudently Invested (AFPI)** The Company will collect Commission-approved fee designed to cover the carrying costs of actual Company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines, and will be applicable to all NEW connections utilizing such plant. When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.
6. **Inspection Fee** - Not applicable
7. **Backflow Prevention Device** Customers who wish to have reclaimed water service must pay a fee for a backflow prevention device which the Company will install on the Customer's water service line. This requirement is mandated by the Florida Department of Environmental Protection to prevent any possible cross-connection or backflow from contaminating the water supply line with reclaimed water. The Company may also require Customers with other cross-connection hazards to install and pay for a backflow prevention device as specified by Company engineers.

(Continued to Sheet No. 18.9)

EFFECTIVE DATE -TYPE OF FILING – Transfer of Certificate

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NORTH CHARLOTTE WATERWORKS, INC.

## WATER TARIFF

(Continued from Sheet No. 18.8)

VII. **SPECIAL CONDITIONS** Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.

1. **Refundable Advances** Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, temporarily defray the cost of any off-site extension of mains and other facilities necessary to provide service to the Applicant's property.
  - a. **Basis of Refundable Advance.** The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.
  - b. **Charges Paid by the Applicant.** Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commission-approved Refundable Advance Agreement which the Company will execute with the Applicant.
  - c. **Prorated Share of the Capacity.** The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.
  - d. **Limits on Refund.** Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater than the difference between the capitalized cost of such improvements and the Applicant's own hydraulic share of the cost of such improvements.

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GARY DEREMER  
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PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

SERVICE AVAILABILITY CHARGES

Service Availability Charges

	<u>Water</u>
Meter Installation Fee	
5/8"x3/4" meter	\$180.00
All Others	Actual Cost
System Capacity Charge	
Per residential ERC*	\$638.10
All others – per gallon	\$2.55

EFFECTIVE DATE -

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GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

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GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE



NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

NORTH CHARLOTTE WATERWORKS, INC.  
NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

NORTH CHARLOTTE WATERWORKS, INC.  
NAME OF COMPANY

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4939 CROSS BAYOU BLVD.  
NEW PORT RICHEY, FL 34652  
(ADDRESS OF COMPANY)

---

(727) 848-8292  
(888) 228-2134

---

(Business & Emergency Telephone Numbers)

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GARY DEREMER  
ISSUING OFFICER

---

PRESIDENT  
TITLE

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FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

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GARY DEREMER  
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PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 554-S

COUNTY - CHARLOTTE / DESOTO

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-09-0609-FOF- WS	September 8, 2009	080272-WS	Original Certificate

EFFECTIVE DATE -

TYPE OF FILING – Transfer of Certificate

GARY DEREMER  
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PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

Charlotte and DeSoto Counties  
Description of WASTEWATER and WasteWASTEWATER Territory

In Township 40 South, Range 23 East, Charlotte County, Florida:

The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12.  
The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12.  
The NW 1/4 of the SW 1/4 of Section 12.  
The SW 1/4 of the NW 1/4 of Section 12, lying South of Lee Branch Creek.  
The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12.

Less and except:

The East 1/2 of the NE 1/4 of the SW 1/4 of the NW 1/4 of Section 12.  
All of Section 11, lying East of Hunter's Creek and lying South of Lee Branch Creek.  
The NE 1/4 of the SE 1/4 of Section 11, lying East of Hunter's Creek.

Together with:

The North 1/4 of Section 12, lying East of the Seaboard Coastline Railroad and North of the Southern Right-of-Way of Turbak Road.

A portion of Section 12, being more specifically described as follows:

Beginning at the Southeast corner of said Section 12, thence West along the South line of said Section 12, a distance of 2577.55 feet; thence North, a distance of 385.34 feet; thence West, a distance of 531.75 feet; thence North, a distance of 897.20 feet; thence West, a distance of 511.21 feet; thence North, a distance of 438.40 feet; thence East a distance of 511.21 feet; thence North, a distance of 178.65 feet; thence East, a distance of 606.14 feet; thence South, a distance of 600 feet more or less; thence East, a distance of 2860 feet more or less to the East line of said Section 12; thence South along the East line of said Section 12 to the Point of Beginning.

The South 1/4 of Section 1, lying East of the Seaboard Coastline Railroad.  
The North 1/4 of Section 14, lying East of Hunter's Creek.

Together with:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 12.

(Continued to Sheet 3.2)

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

GARY DEREMER  
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PRESIDENT  
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NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4, and the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 12.

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13. Less and except the Right-of-Way for a public highway along the East side of said land, and Less and except the Right-of-Way for a public road along the North line of said land, and Less and except the following:

Commence at the Northeast corner of said Section 13; thence along the North boundary of said Section 13, North 88°26'45" West, 45.15 feet, to the Westerly maintained Right-of-Way line of State Road 35 (US 17) for a Point of Beginning; thence along said Westerly maintained Right-of-Way line, South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 feet; thence North 00°23'35" East, 330.28 feet, to said North boundary of Section 13; thence along said North boundary, South 88°26'45" East, 8.00 feet to the Point of Beginning.

Together with:

A portion of Section 13, being more specifically described as follows:

Commence at the Southeast corner of said Section 13; thence South 87°21'06" West along the South line of said Section 13, a distance of 91.87 feet to the West right-of-way of State Road #35 (U.S. Highway #17) and the Point of Beginning; thence continue South 87°21'06" West a distance of 646.51 feet; thence North 01°58'09" West a distance of 2383.80 feet; thence North 88°27'53" East a distance of 337.71 feet; thence North 01°32'01" West a distance of 277.75 feet; thence North 30°58'39" West a distance of 125.00 feet; thence North 69°19'18" West a distance of 312.50 feet; thence North 01°32'07" West a distance of 80.00 feet; thence South 88°27'53" West a distance of 22.82 feet; thence North 01°32'07" West a distance of 330.00 feet; thence North 02°46'04" West a distance of 1,700.17 feet; thence North 88°23'07" East a distance of 329.07 feet; thence North 02°47'31" West a distance of 635.34 feet to the South right-of-way of Palm Shores Boulevard; thence North 88°20'46" East a distance of 275.52 feet to the West right-of-way of State Road #35 (U.S. Highway #17); thence South 02°47'57" East along said right-of-way a distance of 2,006.62 feet; thence South 88°18'40" West along said right-of-way a distance of 5.28 feet to the point of curvature of a curve to the left having as elements a radius of 11,333.16 feet and a central angle of 03°02'06.1"; thence along arc of said curve a distance of 600.33 feet to the point of compound curvature of a curve to the left having as elements a radius of 11,585.16 feet and a central angle of 04°34'53.3"; thence along arc of said curve a distance of 926.37 feet; thence South 02°38'54" East along said right-of-way a distance of 23.40 feet; thence North 87°21'06" East along said right-of-way a distance of 36.00 feet; thence South 02°38'54" East along said right-of-way a distance of 300.00 feet; thence North 87°21'06" East along said right-of-way a distance of 10.00 feet; thence South 02°38'54" East along said right-of-way a distance of 1,439.06 feet to the Point of Beginning.

And

(Continued to Sheet 3.3)

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ISSUING OFFICER

PRESIDENT  
TITLE



NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

In Township 40 South, Range 24 East, Charlotte County, Florida:

Parcel 1

Section 4.

Together with:

Parcel 2

All of Section 5, less and except a strip 100 feet wide running Northerly from the S line of the N 1/2 to the N line of the N 1/2 in the W 1/2 of the W 1/2.

Together with:

Parcel 3

The Northeast 1/4 of the Northeast 1/4 of Section 6.

Together with:

Parcel 4

The Northeast 1/4 of Section 9, less the South 815.85 feet.

Together with:

Parcel 5

The South 1/2, and the Northeast 1/4 of Section 8, which parcel includes all of said Section 8, less and except a strip 100 feet wide running northerly from the S line of the S 1/2 to the N line of the S 1/2 in the E 1/2 of the W 1/2.

Together with:

Parcel 6

All of Section 9, less and except the NE 1/4 of said Section 9.

Plus

The South 815.85 feet of the NE 1/4 of Section 9.

Together with:

Parcel 7

The West 1/2 of Section 10.

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NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 3.3)

Together with:

Parcel 8

The Southerly 150 feet of Sections 7 and 8.

And

A parcel of land lying in Sections 5, 6, 7, and 8, described as follows:

Begin at the NW corner of said Section 6, thence S 89°43'07" E, along N line of said Section 6, 1,786.20 feet to Point of Beginning; thence S 01°06'38" W along easterly line of Ann H. Ryals property as described in O.R. Book 1435, Pages 1513 and 1514, of the Public Records of Charlotte County, Florida, 1287.30 feet; thence S 73°2'33" E along said easterly line, 919.56 feet; thence S 00°41'16" E along said easterly line, 1,116.55 feet to SE corner of said Ryals property; thence N 89°41'03" W along S line of said Ryals property, 2,475.81 feet to the E right-of-way line of State Road 35 (U.S. Highway 17) as monumented; thence S 00°26'53" W along said E right-of-way line, 1,844.49 feet to the N line of William E. Roe property as described in O.R. Book 855, Page 1941, Public Records of Charlotte County, Florida; thence S 89°45'11" E along said N line, 1,883.20 feet to the NE corner of said Roe property; thence S 00°31'12" W along E line of said Roe property, 118.50 feet to the SE corner of said Roe property; thence N 89°45'11" W along the S line of said Roe property, 1,585.05 feet to the E right-of-way of State Road 35 (U.S. Highway 17) as monumented; thence S 00°20'17" W along said E right-of-way line, 670.37 feet to a point on the S line of said Section 6; thence N 89°49'39" W along said S line and on said right-of-way line of State Road 35 (U.S. Highway 17), 298.00 feet; thence S 00°20'17" W along said E right-of-way line, 677.88 feet; thence S 00°24'44" W along said E right-of-way line, 652.61 feet to the N line of Raymond Smith property as described in O.R. Book 963, Pages 2090 and 2091, Public Records of Charlotte County, Florida; thence S 89°32'33" E along the N line of said Smith property as monumented by ABS & Associated, Inc., Registered Land Surveyors, 1,138.93 feet to an iron rod set by said registered surveyors for the NE corner of Lot 11 of FLORADONIA SUBDIVISION, as recorded in Plat Book 1, Page 44, Public Records of Charlotte County, Florida; thence S 00°27'48" W along the E line of said Smith property and also the E line of said Lot 11, 1,326.85 ft. to an iron rod set by said registered surveyors for the SE corner of said Lot 11 in centerline of Catalpa Avenue; thence S 89°08'19" E along said centerline of Catalpa Avenue and along the S line of the N 1/2 of Section 7, 4,675.89 feet to the E 1/4 corner of said Section 7; thence S 88°40'35" E, along said centerline and along the S line of N 1/2 of Section 8, 3,406.06 feet; thence N 5,380.44 feet to a point on the N line of the S 1/2 of Section 5; thence N 89°00'36" W along said N line, 2,545.405 feet; thence N 07°47'49" W along said W line, 988.17 feet; thence N 39°33'51" W, 1,397.205 feet.; thence N 46°23'45" W, 875.12 feet to the N line of said Section 6; thence N 89°43'07" W along said N line, 3372.19 feet to Point of Beginning. LESS and except a 100 foot wide strip running northerly from the S line of the N 1/2 of Section 8 to the N line of the S 1/2 of Section 5.

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NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 3.4)

The South 1/2 of Section 7, less the right-of-way to State Road No. 35 (U.S. Highway No. 17) along the West side and less the South 150.00 feet and also less the South 1/8 of the Northwest 1/4 of the Southwest 1/4. Also that part of the Southwest 1/4 of Section 8, less the South 150.00 feet.

And

A part of Section 6, described as follows:

Begin at the NW corner of Section 6, thence S 89°38'49" E along the North line of said Section 6, 50 feet to the East right-of-way of U.S. Highway 17; thence S 0°30'10" W along said East right-of-way, 50 feet to Point of Beginning; thence S 89°38'33" E, 1735.61 feet; thence S 01°10'26" W, 1237.08 feet; thence S 73°23'45" E, 919.56 feet; thence S 0°37'28" E, 1116.55 feet; thence N 89°37'15" W, 2626.59 feet to the East right-of-way of U.S. Highway 17; thence N 0°30'10" E along said East right-of-way, 2,609.46 feet to Point of Beginning, all lying and being in Township 40 South, Range 24 East, Charlotte County, Florida.

## LESS AND EXCEPT PARCEL 105

That portion of the Northwest quarter and the Southwest quarter of Section 6, being described as follows:

Commence at the Northwest Corner of Section 6, Township 40 South, Range 24 East; thence along the north line of said Section 6, S 89°43' 07" E, 0.39 feet to the survey base line of State Road 35 (U.S. Highway No. 17); thence along said survey base line S 00°29'34" W, 50.00 feet; thence S 89°42'41" E, 49.85 feet for a Point of Beginning, said point lying on the easterly existing right of way line of State Road 35 (U.S. Highway 17) (per deed exception, Official Records Book 836, Page 595); thence continue S 89°42'41" E, 152.35 feet; thence S 00°29'34" W, 1,533.83 feet; thence S 00°26'93" W, 1,075.70 feet; thence N 59°41'03" W, 150.74 feet to said easterly existing right of way line; thence along said existing right of way line, N 00°21'54" E, 13.93 feet to the south line of the Northwest quarter of said Section 6; thence continue along said easterly existing right-of-way line, N 00°36'22" E, 2,595.52 feet to the Point of Beginning.

Together with (Zachariah parcel):

A portion of Sections 17 & 18, being more particularly described as follows:

Beginning at the Northwest corner of said Section 17, thence South 89°12'01" East, a distance of 3670.96 feet along the North line of Section 17; thence South 00°34'08" West, a distance of 1319.39 feet; thence North 89°10'55" West, a distance of 400.63 feet; thence South 00°35'02" West a distance of 2562.50 feet; thence North 88°36'17" West, a distance of 961.33 feet; thence North 01°38'32" East, a distance of 10.23 feet; thence North 88°37'57" West, a distance of 700.15 feet; thence South 01°26'04" West, a distance of 10.00 feet; thence North 88°31'23" West, a distance of 47.79 feet; thence North 89°00'58" West, a distance of 1345.95 feet; thence North 00°20'43" West, a distance of 269.02 feet; thence North 89°09'14" West, a distance of 159.92 feet; thence North 00°14'38" West, a distance of 964.18 feet; thence North 88°49'13" West, a distance of 654.72 feet; thence South 00°09'14" East, a distance of 620.47 feet; thence South 88°53'32" West, a distance of 1425.59 feet;

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NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 3.5)

thence South 00°44'50" West, a distance of 628.61 feet; thence North 89°05'26" West, a distance of 53.45 feet; thence North 01°06'14" East, a distance of 9.92 feet; thence North 89°10'01" West, a distance of 308.04 feet; thence North 89°10'07" West a distance of 357.08 feet; thence North 00°34'59" East, a distance of 622.09 feet; thence North 88°53'32" West, a distance of 476.00 feet; thence North 00°06'42" West, a distance of 3268.77 feet to the North line of Section 18, Township 40 South, Range 24 East; thence South 88°29'58" East, along the North line of Section 18, a distance of 3271.22 feet to the Point of Beginning.

Less and Except the following described abandoned railroad right-of-way:

A 100 foot wide strip of land lying with Section 17, Township 40 South, Range 24 East, Charlotte County Florida, said strip of land lying 50 feet each side of the following described Centerline: Beginning at the Northwest corner of said Section 17, Township 40 South, Range 24 East, thence South 89°12'01" East, a distance of 1568.05 feet, to the Centerline; thence South 00°12'53" West, a distance of 3855.30 feet along said Centerline to a point on the Northerly right-of-way line of State Road 764, also known as Washington Loop Road.

Together with (Ryals Parcel):

All of Section 3.

Together with portions of Sections 10, 11, and 2, more particularly described as follows:

Commencing at the Southeast corner of said Section 10, thence N 88°35'55" W, along the South line of said Section 10, a distance of 2711.65 feet to the South 1/4 corner of said Section 10; thence N 01°16'01" E, leaving said South line of Section 10, a distance of 2868.63 feet to a Point of Beginning; thence N 55°38'29" E, a distance of 813.61 feet; thence N 32°31'48" E, a distance of 1070.25 feet; thence S 72°17'21" E, a distance of 2065.42 feet; thence N 21°02'51" E, a distance of 405.77 feet; thence N 08°23'14" E, a distance of 26.47 feet; thence N 40°01'38" E, a distance of 1212.23 feet; thence N 90°00'00" E, a distance of 165.03 feet; thence N 37°31'10" E, a distance of 179.97 feet; thence N 44°14'18" E, a distance of 153.32 feet; thence N 06°13'24" E, crossing the South line of said Section 2, a distance of 474.86 feet; thence N 26°19'16" W, a distance of 1554.13 feet; thence N 78°25'26" E, a distance of 1535.88 feet; thence N 31°07'54" E, a distance of 682.02 feet; thence S 82°30'42" E, a distance of 339.94 feet; thence N 19°50'47" E, a distance of 822.67 feet; thence N 23°37'01" E, a distance of 69.24 feet; thence N 29°18'40" E, a distance of 929.37 feet; thence N 02°52'17" W, a distance of 34.64 feet; thence N 24°11'12" W, a distance of 242.50 feet; thence N 13°29'12" E, a distance of 1111.94 feet to a point on the North line of said Section 2; thence N 89°36'54" W, along said North line of Section 2, a distance of 4291.62 to the Northwest corner of said Section 2; thence S 00°09'15" W, along the West line of said Section 2, a distance of 5289.16 feet to the Southwest corner of said Section 2; thence N 88°35'55" W along the North line of said Section 10, a distance of 2711.65 feet to the North 1/4 corner of said Section 10; thence S 01°16'01" W, a distance of 2554.67 feet to the Point of Beginning.

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GARY DEREMER  
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TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 3.6)

In Township 39 South, Range 24 East, DeSoto County, Florida (DeSoto Park, LLC):

All of Section 31.

Along with:

The South 1/2 of the South 1/2 of Section 30.

Less and Except:

A portion of Section 30 &amp; 31, being more specifically described as follows:

Commence at the Southwest corner of said Section 31, thence South 89°41'45" East along the South line of said Section 31, a distance of 50.39 feet to the East of right-of-way line of U.S. Highway #17 (100 feet wide); thence North 0°24'39" East along said East right-of-way line, a distance of 3728.32 feet to the intersection of the East right-of-way of U.S. Highway #17 and the North right-of-way of Enterprise Blvd., said point being the Point of Beginning; thence South 89°34'59" East along the North right-of-way of said Enterprise Blvd., a distance of 2138.80 feet; thence North 0°11'34" East along said right-of-way, a distance of 55.00 feet; thence South 89°34'59" East along said right-of-way, a distance of 441.24; thence North 0°11'14" East, a distance of 1524.75 feet to the North line of Section 31; thence North 0°34'13" East, a distance of 1333.50 feet to the North line of the South 1/2 of the South 1/2 of said Section 30; thence North 89°30'57" West along the North line of the South 1/2 of the South 1/2 of said Section 30, a distance of 2563.24 feet to the East right-of-way of U.S. Highway #17; thence South 00°52'15" West along said right-of-way, a distance of 1793.74 feet; thence South 00°25'15" West, along said right-of-way, a distance of 586.65 feet; thence South 00°23'47" West along said right-of-way, a distance of 535.91 feet to the Point of Beginning.

Less and Except (Tower Site):

A portion of Section 31, more specifically described as follows:

Commence at the Southwest corner of said Section 31; thence South 89°41'45" East along the South line of said Section 31, a distance of 50.39 feet to a point on the East right-of-way of U.S. Highway #17; thence North 0°24'39" East along said right-of-way, a distance of 126.12 feet; thence South 89°41'45" East, a distance of 197.83 feet to the Point of Beginning; thence continue South 89°41'45" East, a distance of 270.00 feet; thence North 0°18'15" East, a distance of 396.55 feet; thence North 89°41'45" West, a distance of 270.00 feet; thence South 0°18'15" West, a distance of 396.55 feet to the Point of Beginning.

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 GARY DEREMER  
 ISSUING OFFICER

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 PRESIDENT  
 TITLE

ORIGINAL SHEET NO. 4.0

NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) Available	Sheet No.
Charlotte	River's Edge	GS, RS	13.0, 14.0
DeSoto	DeSoto Park	GS, RS	13.0, 14.0

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NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for WASTEWATER consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide WASTEWATER service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive WASTEWATER service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is North Charlotte Waterworks, Inc.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive WASTEWATER service from the Company and who is liable for the payment of that WASTEWATER service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering WASTEWATER service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey WASTEWATER service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for WASTEWATER service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, Service shall be construed to include, in addition to all WASTEWATER service required by the Customer, the readiness and ability on the part of the Company to furnish WASTEWATER service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No.5.1)

EFFECTIVE DATE -

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

EFFECTIVE DATE -

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

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GARY DEREMER  
ISSUING OFFICER

PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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GARY DEREMER  
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PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders WASTEWATER service.
- The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue WASTEWATER service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, Wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

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NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 10.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such wastewater service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

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## WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering WASTEWATER service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.

- 16.0 CUSTOMER BILLING - Bills for wastewater service will be rendered  Monthly,  Bimonthly, or  Quarterly as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where WASTEWATER service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

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NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any WASTEWATER service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premise shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premise regardless of occupancy.

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

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Residential Service, RS.....	13.0

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WASTEWATER TARIFF

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 -
- RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 27.31
3/4"	\$ 40.95
1"	\$ 68.26
1 1/2"	\$ 136.51
2"	\$ 218.42
3"	\$ 436.83
4"	\$ 682.56
6"	\$ 1,365.12
Charge per 1,000 gallons	\$ 5.60

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for WASTEWATER service, service may then be discontinued.
- EFFECTIVE DATE -
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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

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 -
- RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 27.31
Charge per 1,000 gallons (Maximum 10,000 Gallons)	\$ 4.68

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for WASTEWATER service, service may then be discontinued.
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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$85.70	\$101.62
All Others	2 x average bill	2 x average bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

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## WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

LATE PAYMENT CHARGE - This charge may be levied when payment has not been made within 21 days after the bill has been mailed or presented.

RETURN CHECK CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customer's banking institution.

CONVENIENCE CHARGE - This charge may be levied when a customer opts to pay their utility bill by debit/credit card either online or by telephone.

(Continued to Sheet No. 15.1)

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 15.0)

**Wastewater Miscellaneous Service Charges**

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$20.00	N/A
Normal Reconnection Fee	\$20.00	\$40.00
Violation Reconnection Fee	Actual Cost	Actual Cost
Premises Visit Fee	\$20.00	\$40.00
Late Payment Charge	\$ 5.00	N/A
Non-Sufficient Funds (NSF) Charge	As Set Forth in Section 68.065(2), Florida Statutes	
Convenience Charge	\$ 2.60	

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WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

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Service Availability Policy .....	<b>Error! Reference source not found.</b>

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

**TERMS & ABBREVIATIONS**

- 1.0 **"ACTIVE CONNECTION"** - Means a connection to the Company's system at the point of delivery of service, whether or not service is currently being provided.
- 2.0 **"BACK FLOW PREVENTOR"** - Means a valve or device installed in order to prevent contamination of the potable WASTEWATER in the lines of the Company by virtue of a cross connection or flow from the Customers' property into the Company's system.
- 3.0 **"CONTRIBUTION(S)-IN-AID-OF-CONSTRUCTION" (CIAC)** - Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company's property, facilities, or equipment used to provide utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.
- 4.0 **"CONTRIBUTOR"** - Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.
- 5.0 **"CUSTOMER CONNECTION CHARGE"** - Means any payment made to the Company for the cost of installing a connection from the Company's WASTEWATER or wasteWASTEWATER lines, including but not limited to the cost of piping and the meter installation fee.
- 6.0 **"CUSTOMER INSTALLATION"** - Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer's side of the "Point of Delivery" and used in connection with or forming part of the installation necessary for rendering WASTEWATER service to the Customer's premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 7.0 **"DEVELOPER'S AGREEMENT"** - Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.
- 8.0 **"ECONOMIC FEASIBILITY"** - Means a test by which the operating income of the Company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.
- 9.0 **"EQUIVALENT RESIDENTIAL CONNECTION" (ERC)** - Means (a) 350 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Protection for a single residential unit.

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NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 17.2)

**TERMS & ABBREVIATIONS**

- 10.0 **"GUARANTEED REVENUE AGREEMENT"** - Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.
- 11.0 **"HYDRAULIC SHARE"** - Means the pro rata share of the capabilities of the Company's facilities to be made available for service to the contributor. The pro rata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.
- 12.0 **"INSPECTION FEE"** - Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.
- 13.0 **"MAIN EXTENSION CHARGE"** - Means a charge made by the Company for the purpose of covering all or part of the Company's capital costs in extending its off-site water or wastewater facilities to provide service to specified property. The charge is determined on the "Hydraulic Share" basis or other acceptable method reasonably related to the cost of providing the service.
- 14.0 **"METER INSTALLATION FEE"** - Means the amount authorized by the Commission which is designed to recover the cost of installing the WASTEWATER measuring device at the Point of Delivery including materials and labor required.
- 15.0 **"OFF-SITE FACILITIES"** - Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations, the purpose of which is either to provide water service to properties within the service territory of the service Company or to collect wastewater received from properties within the territory.
- 16.0 **"ON-SITE FACILITIES"** - Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.
- 17.0 **"REFUNDABLE ADVANCE"** - Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company's costs so that the proposed extension may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.

(Continued to Sheet No. 17.2)

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 17.1)

**TERMS & ABBREVIATIONS**

- 18.0 **"SERVICE AVAILABILITY POLICY"** - Means the section of the Company's tariff which sets forth a uniform method of determining the plant capacity charge or other charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.
- 19.0 **"SPECIAL SERVICE AVAILABILITY CONTRACT"** - Means an agreement for charges for the extension of service which is not provided for in the Company's Service Availability Policy.
- 20.0 **"SYSTEM (PLANT) CAPACITY CHARGE"** - Means the charge made by the Company for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.
- 21.0 **"UTILITY SERVICE FEES"** - Means fees that the Company will credit against the Service Availability Charges that are effective at the time application for service is made.
- 22.0 **"TREATMENT FACILITIES"** - Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.

(Continued to Sheet No. 18.3)

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 17.2)

**SERVICE AVAILABILITY POLICY**

- I. **PURPOSE** The Company is implementing this Service Availability Policy (hereinafter "Policy") to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its certificated area; and describes the charges which are intended to defray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.
- II. **APPLICABILITY** The provisions of this policy are applicable to all Customers and potential customers within the Certificated Service Area of the Company.
- III. **GENERAL PROVISIONS** The following provisions apply to all extensions to the Company's facilities. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutes are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.
  1. **Commission Approval** The terms and conditions of the Company's Service Contracts, Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below:
    - a. Extensions that are in accordance with the Standard Service Contract, Standard Developer's and/or Standard Refundable Advance Agreements, approved by the Commission for use with this Service Availability Policy, will not need additional Commission approval.
    - b. Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability Contract with a developer provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.
    - c. Approval of a developer's agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission approval, the terms and conditions of the Company's service availability policy are changed.
  2. **Extension Only Within Certificated Service Areas** The Company will make extensions to its facilities, to all customers within its certificated service area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V-3-b of this Service Availability Policy, service availability charges, refundable advances, contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.

(Continued to Sheet No. 17.4)

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NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 18.3)

3. **Extensions Where Economically and Operationally Feasible** If service is requested for property not in the Company's existing Certificated Service Area, the Company may agree to provide service where economically and operationally feasible subject to appropriate approval(s) from regulatory authorities.
4. **Obligations of the Company** As provided in this policy, the Company's obligations are to extend its existing facilities within its Certificated Service Area, and to provide service to all customers within its certificated area under the terms and conditions herein. The Company will respond to each Applicant within 30 days. Where a proposed main extension is involved, only those services specifically provided for in the Company's Commission-approved Service Contracts, Developer's Agreements or Refundable Advance Agreements, which are properly executed by the Applicant and the Company, shall obligate the Company to perform any task, or furnish any service to an Applicant or any other party.
5. **General Application for Service** The Commission requires that all Applicants for utility services within its certificated area shall make a written request (Application) for the service desired from the Company. (The Company's Application Form is in SECTION VII - MISCELLANEOUS of this tariff). This application is notice to the Company that service is desired and an expression of the Applicant's willingness to conform to the Company's policies, tariffs, rules and regulations which are in effect and on file with the Commission.
6. **On-Site Facilities** The Company shall be entitled to inspect all connections (including on-site facilities) to Company facilities. The Applicant shall reimburse the Company for all costs associated with the performance of these inspections.
7. **Refusal of Service** The Company may refuse commencement of service to an Applicant for any of the following reasons:
  - a. **Proposed Service is not lawful.** The proposed service is not lawful under the current Statutes and Rules of the Commission, or
  - b. **Conditions not yet met.** A condition of the Service Availability Policy, Service Contract, Developer's Agreement or Refundable Advance Agreement has not yet been met, or
  - c. **Adverse effects on existing customers.** The proposed service would adversely affect the quality or reliability of service to existing customers (e.g. capacity of existing Company facilities is insufficient), or
  - d. **Economic feasibility.** The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code (Commission Rules), or
  - e. **Property outside certificated service area.** Property for which service is requested is outside of the Company's certificated service area and the Company has determined that extension of its certificated service area is not economically justified.

(Continued to Sheet No. 17.5)

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 17.4)

**SERVICE AVAILABILITY POLICY**

V. **MAIN EXTENSION RULES** Where there is not an existing main available, the Company will extend its main to provide service provided the Applicant has first entered into a Commission-approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company.

1. **Applications for Main Extensions** Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:

Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limited to the following information, if applicable:

- a. A legal description of the property including reference to section, township and range.
- b. A drawing of the property showing its boundaries.
- c. The present zoning classification of the property.
- d. A plat map.
- e. Three sets of a site and utility plan (and floor plan for commercial developments).
- f. The intended land use of the development, including densities and types of use.
- g. The name and address of the person or entity making the application for extension of service.
- h. The nature of the Applicant's title to or interest in the described property.
- i. The date, or estimated date, service will be needed.

2. **Rules for Extending Mains to a Single Residence or a Single Commercial Facility** Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the Company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.

3. **Rules for Extending Mains to Developer Facilities** Service to a developer requiring an extension of the Company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the Company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:

(Continued to Sheet No. 17.6)

EFFECTIVE DATE -

TYPE OF FILING – Transfer of Certificate

\_\_\_\_\_  
GARY DEREMER  
ISSUING OFFICER

\_\_\_\_\_  
PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 17.5)

- a. **Existing facilities to a development.** If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.
- b. **Developer providing facilities.** If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development of construction drawings needed to extend the existing facilities to serve the proposed development. The plans, designs and development drawings shall be in accordance with applicable laws or ordinances. The Company will furnish general construction specifications, an estimate of all costs to be borne by the developer (including all applicable Service Availability Charges) that are in addition to the costs of the facilities the developer is to construct, and a quotation of advances to be made upon execution of a Developer's Agreement. By way of further explanation, the Developer will be responsible for the following:
- (1) **Design of new wastewater facilities.** The developer will retain the services of a registered professional engineer to prepare all plans and specifications for wastewater facilities (hereinafter "facilities") to connect to the Company's facilities at points designated by the Company. Said plans and specifications must be approved by the Company prior to submission to any regulatory agency for review.
  - (2) **Approvals and permits.** The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.
  - (3) **Construction of facilities.** The developer will, at its own expense, construct and install all facilities in accordance with the plans and specifications as approved by the Company. Additionally, the developer shall be responsible for certifying to the appropriate regulatory agency that the facilities have been installed and tested in accordance with the plans and specifications prepared by the developer's engineer.
  - (4) **Warranty on workmanship.** The developer shall warrant all facilities against defect in materials and workmanship for a period of one year from the date of acceptance of said facilities by the Company.
  - (5) **Inspection of facilities.** The Company shall have the right to inspect the construction of the facilities and to recommend reasonable changes. Additionally, within sixty (60) days after the completion and certification of the facilities, the Company may perform an inspection of the facilities. The developer shall reimburse the Company for all costs associated with the performance of these inspections, as provided for in this tariff.

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(Continued to Sheet No. 17.7)

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 17.6)

(6) **Conveyance of title.** Prior to a letter of acceptance being issued by the Company, the developer shall immediately convey title of the facilities to the Company, and before accepting the responsibility for operation and maintenance of the facilities, the developer shall provide, without charge to the Company, the following information:

- (a) Cost Report - which shall detail, as provided for in the National Association of Regulatory Commissioners (NARUC) Uniform System of Accounts, all costs incurred in the construction of the facilities, including engineering, inspection, and administrative costs,
- (b) Three copies of "As-Built-Plans" - Shall be 24"x36" Mylar, showing precise location of all lines and appurtenances in relation to an identifiable property line or referenced monument,
- (c) Easements - as required,
- (d) Contractor's waiver and release of lien,
- (e) Contractor's Letter of Warranty or Developer's Contract Bond,
- (f) Absolute Bill of Sale,
- (g) All required fees and charges.

4. **Company Extends for Its Own Future Benefit** If the company installs (or has installed) facilities for its future benefit capacity in excess of what would normally be required for the requested extension, the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.

VI. **SERVICE AVAILABILITY CHARGES** The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as a CIAC, and do not entitle the Applicant to any rights of ownership. The Company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:

(Continued to Sheet No. 17.8)

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NORTH CHARLOTTE WATERWORKS, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 17.7)

1. **Plant Capacity Charges** The Company will collect a fee, designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.
2. **Meter Installation Charges** The Company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.
3. **Service Installation Charges** The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.
  - a. **Short Service** - Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.
  - b. **Long Service** - Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.
  - c. **Long Service** - Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street.
4. **Main Extension Charges** The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tariff. Where there is not an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developers Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval.
5. **Allowance for Funds Prudently Invested (AFPI)** The Company will collect Commission-approved fee designed to cover the carrying costs of actual Company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines, and will be applicable to all NEW connections utilizing such plant. When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.
6. **Inspection Fee** - Not applicable
7. **Backflow Prevention Device** Customers who wish to have reclaimed water service must pay a fee for a backflow prevention device which the Company will install on the Customer's water service line. This requirement is mandated by the Florida Department of Environmental Protection to prevent any possible cross-connection or backflow from contaminating the water supply line with reclaimed water. The Company may also require Customers with other cross-connection hazards to install and pay for a backflow prevention device as specified by Company engineers.

(Continued to Sheet No. 17.9)

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WASTEWATER TARIFF

(Continued from Sheet No. 17.8)

VII. **SPECIAL CONDITIONS** Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.

1. **Refundable Advances** Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, temporarily defray the cost of any off-site extension of mains and other facilities necessary to provide service to the Applicant's property.

a. **Basis of Refundable Advance.** The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.

b. **Charges Paid by the Applicant.** Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commission-approved Refundable Advance Agreement which the Company will execute with the Applicant.

c. **Prorated Share of the Capacity.** The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.

d. **Limits on Refund.** Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater than the difference between the capitalized cost of such improvements and the Applicant's own hydraulic share of the cost of such improvements.

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY CHARGES

Service Availability Charges

WASTEWATER

Plant Capacity Charge	
Per residential ERC*	\$1,762.40
All others – per gallon	\$8.81

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

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NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

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PRESIDENT  
TITLE

NORTH CHARLOTTE WATERWORKS, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

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**EXHIBIT N**  
**Rule 25-30.037(2)(t)**

**The proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.**

The net book value and resulting service rates were last established by the PSC in Order No. PSC-06-0684-PAA-WS, issued August 8, 2006, in Docket No. 050587-WS, In re: Application for staff-assisted rate case in Charlotte County by MSM Utilities, LLC.

The 2015 Annual Report had not been filed at the time of the transfer application. Based on the 2014 Annual Report on file with the PSC, the proposed net book value of the water and wastewater systems as of the date of closing are as follows:

**Water:**

Plant in Service:	\$ 381,630
Accumulated Depreciation:	(378,686)
CIAC:	(90,899)
Accumulated Amortization:	<u>66,211</u>
Net Book Value:	(\$21,744)

**Wastewater:**

Plant in Service:	\$ 225,930
Accumulated Depreciation:	(202,344)
CIAC:	(99,691)
Accumulated Amortization:	<u>81,323</u>
Net Book Value:	\$5,218

**EXHIBIT O**  
**Rule 25-30.037(2)(p)**

**A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.**

Sun River Utilities, Inc. filed its income tax returns as part of a Consolidated return. Sun River Utilities has provided the portions of this consolidated return that specifically pertain to the utility operations.

**EXHIBIT P**  
**Rule 25-30.037(2)(t)**

**A statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.**

Sun River Utilities is responsible for filing both the 2015 Annual Report, as well as the Regulatory Assessment Fees for 2015. Sun River is also responsible for filing the RAFs for 2016 up to the date of closing – or through January 31, 201

North Charlotte Waterworks, Inc. is responsible for the Annual Reports and RAFs from the date of closing and subsequent years.

**EXHIBIT Q**  
**Rule 25-30.037(2)(v)**

**If the buyer owns other water or wastewater utilities that are regulated by the Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities.**

Below is a listing of other water and wastewater utilities regulated by the PSC by the majority shareholder of North Charlotte Waterworks, Inc.

<u>Utility</u>	<u>Cerrificate No.</u>
Harbor Utility Company	522-W
Lakeside Utility Company	567-W & 494-S
LP Utility Company	620-W & 533-S
HC Utility Company	422-W & 359-S
Brevard Utility Company	002-W
Sunny Hills Utility Company	501-W & 435-S
Lake Osborne Utility Company	053-W
Jumper Creek Utility Company	667-W & 507-S
The Woods Utility Company	507-W & 441-S
Country Walk Utilities, Inc.	579-W
Raintree Waterworks, Inc.	539-W
Brendenwood Waterworks, Inc.	339-W
Lake Idlewild Utility Company	531-W
Black Bear Waterworks, Inc.	Pending – Docket No. 150199-WS

The majority shareholder is also the majority shareholder of U.S. Water Services Corporaiton. The economies of scale exist by a sharing of administrative costs from U.S. Water Services Corporation through the operation, maintenance, customers service, and management contracts. These administrative costs include management of the utilities, accounting services, regulatory compliance, administrative, etc. These costs are spread or allocated over all the customers of the regulated utilities on an ERC basis. As more utilities are acquired and more customers are added, these costs are thereby reduced. This results in lower Contractual Service expenses for the newly acquired utilities. This economies of scale is achieved by directly lowering these administrative costs to the customers through the U.S. Water Services contract.

**EXHIBIT R**  
**Rule 25-30.030**

**Provide proof of noticing pursuant to Rule 25-30.030, FAC.**

To be provided late-filed.

In addition, due to the noticing requirement of the newly adopted Rule No. 25.030(5)(b), FAC, North Charlotte was required to send notices to approximately 1,900 property owners within the utility's existing territory. Due to the significantly large service territory and the vacant properties contain there within, numerous property owners were mailed notices. North Charlotte took every effort to comply with this new requirement. This created a significant administrative burden to the buyer at a significant cost. North Charlotte intends to request recovery of this significant noticing requirement in its SARC it intends to file in the near future. North Charlotte acknowledges that this is a relatively unique event due to the size of the service territory with no immediate plans to provide service to these areas. The current number of existing customers is fifty-five (55).