

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for certificate to provide
wastewater service in Charlotte
County by Environmental Utilities, LLC

Docket NO. 20200226-SU

DIRECT TESTIMONY

OF

JOHN R. BOYER

on behalf of

Environmental Utilities, LLC

- 1 **Q. Please state your, name profession and address.**
- 2 A. My legal name is John R. Boyer, but I generally am known as Jack Boyer. I am the president
- 3 of Environmental Utilities, Inc. My business address is 7025 Placida Rd, Placida Fl 34224.
- 4 **Q. State briefly your educational background and experience.**
- 5 A. I have two years of college at McNeese State University before joining the U.S. Navy. I
- 6 served in the Navy in nuclear submarines with an honorable discharge. I served my community
- 7 in Texas as a city councilman for 6 years overseeing the municipal utilities. I owned and
- 8 operated two service stations for 10 years before becoming a licensed water plant operator.
- 9 I have operated and managed three water utilities and then purchased one of those utilities,
- 10 Little Gasparilla Water Utility, and have owned and operated the utility for the past 33 years.
- 11 **Q. Have you previously appeared and presented testimony before any regulatory bodies?**
- 12 A. Not in a formal proceeding. I have appeared before the Commission and the Charlotte County
- 13 Commission in connection with staff assisted rate cases.
- 14 **Q. On whose behalf are you presenting this testimony?**
- 15 A. I am presenting this testimony and appearing on behalf of Environmental Utilities, LLC (EU),
- 16 the applicant for a wastewater certificate in the present docket.
- 17 **Q. What is the purpose of your direct testimony?**
- 18 A. The purpose of my direct testimony is to present the Application and Exhibits to it.
- 19 **Q. Are you sponsoring any exhibits?**
- 20 A. Yes, I am sponsoring two exhibits. Exhibit JRB-1 which is the Application, and Exhibit JRB-
- 21 2 is the Tariff.
- 22 **Q. Was these Exhibits prepared by you or under your supervision and control?**
- 23 A. Yes they were.
- 24 **Q. Is the information in Part I true and correct?**
- 25 A. Yes, although I would point out that although the Utility is a limited liability company it is

1 taxed as a corporation.

2 **Q. Is the information in Part II A) true and correct?**

3 A. Yes, it is.

4 **Q. Is the information in Part II B) true and correct?**

5 A. Yes, it is.

6 **Q. Is the information in Part II C) true and correct?**

7 A. Yes, it is.

8 **Q. Is the information in Part II D) true and correct?**

9 A. Yes, except with the deletion of the Cape Haze area from the Application the total potential
10 ERC's are 1,248 and the existing ERC's are 950. I would also point out that in the Bulk
11 Sewer Treatment Agreement which is Exhibit E to the Application the Charlotte County
12 Commissioners recognize the environmental importance of removing septic tanks from the
13 barrier islands. I am aware of the argument of one of the objecting parties that removing
14 septic tanks from the barrier islands is contrary to the Charlotte County Comprehensive Plan.
15 If the Charlotte County Commission believed that to be so then it would not have entered into
16 the Bulk Sewer Treatment Agreement. The County Commissioners obviously believe that
17 the environmental concerns expressed in the Sewer Master Plan, which was adopted
18 subsequent to the Comprehensive Plan, are of primary importance. Also, with the objections
19 delaying the granting of a Certificate, the Utility would anticipate beginning service around
20 the last quarter of 2023.

21 **Q. Is the information in Part II E) true and correct?**

22 A. Yes, except that the legal description and maps include the Cape Haze development on the
23 mainland which the Utility has removed from its requested service area. The technical parts
24 of the response were provide by Giffels-Webster Engineers, Inc. in its Technical
25 Memorandum that is being sponsored by Mr. Cole of that engineering firm.

1 **Q. Is the information in Part II F) true and correct?**

2 A. Since the filing of the Application, the Utility has prepared a Tariff which utilizes the
3 approved Tariff form and incorporating the rates and charges as determined by Ms. Swain.

4 **Q. Is the information in Part II G) true and correct?**

5 A. Since the Commission denied the Utility's request to bifurcate the ratemaking function, the
6 Utility has prepared the accounting information which is being sponsored by Ms. Swain.

7 **Q. Is the information in Part II H) true and correct?**

8 A. Yes, the Utility has provided the notices in accordance with the requirements and filed proof
9 of such notices in the Docket.

10 **Q. Does that conclude your direct testimony?**

11 A. Yes, it does.

12

13

14

15

16

17

18

19

20

21

22

23

24

25

**APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION
FOR A PROPOSED OR EXISTING SYSTEM REQUESTING
INITIAL RATES AND CHARGES**

**(Pursuant to Sections 367.031, 367.045, and 367.081, Florida Statutes, and
Rule 25-30.033, Florida Administrative Code)**

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

The undersigned hereby makes application for original certificate(s) to operate a water and/or wastewater utility in Charlotte County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

- A) Contact Information for Utility. The utility's name, address, telephone number, Federal Employer Identification 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:

Environmental Utilities, LLC

Utility Name

621 Palomino Trail

Office Street Address

Englewood

FL

34223

City

State

Zip Code

P.O. Box 7

Mailing Address (if different from Street Address)

Placida

FL

33946

City

State

Zip Code

(941) 626-8294

Phone Number

() -none

Fax Number

81-4673462

Federal Employer Identification Number

lgwu777@yahoo.com

E-Mail Address

N/A

Website Address

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

Martin S. Friedman, Attorney - Dean Mead Law Firm

Name

420 S. Orange Ave., Suite 700

Mailing Address

Orlando

FL

32801

City

State

Zip Code

(407) 310-2077

(407) 423-1831

Phone Number

Fax Number

mfriedman@deanmead.com

E-Mail Address

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

- Corporation _____
Number
- Limited Liability Company _____
L16000224262
Number
- Partnership _____
Number
- Limited Partnership _____
Number
- Limited Liability Partnership _____
Number
- Sole Proprietorship _____
Number

- 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 _____

- D) 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 an additional sheet if necessary).

John R. Boyer 50%; Diane Kay Boyer 50%

- E) The election the business has made under the Internal Revenue Code for taxation purposes.

N/A

PART II ORIGINAL CERTIFICATE REQUESTING INITIAL RATES

A) DESCRIPTION OF SERVICE

Exhibit _____ - Provide a statement indicating whether the application is for water, wastewater, or both. If the applicant is applying only for water or wastewater, the statement shall include how the other service is provided.

The Application is only for wastewater service. Potable water service to various parts of the proposed service area is provided by Charlotte County, Little Gasparilla Water Utility, Inc., Bocilla Utilities, Inc. and Knight Island Utilities, Inc.

B) FINANCIAL ABILITY

- 1) Exhibit "A" - 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 "B" - Provide a list of all entities, including affiliates, upon which the applicant 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.

Centennial Bank - amount to be determined - letter attached; Various State and Federal grants

C) TECHNICAL ABILITY

- 1) Exhibit _____ - Provide the applicant's experience in the water or wastewater industry;

The owners of the Utility also own Little Gasparilla Water Utility, Inc. which has been in operation since 1986 and certificated by this Commission originally in 2000 until Charlotte County took over jurisdiction; and then again in 2013 after Charlotte County ceded jurisdiction back to the Commission.
- 2) Exhibit N/A - Provide the copy of all current permits from the Department of Environmental Protection (DEP) and the water management district;
- 3) Exhibit N/A- Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report and secondary water quality standards report; and
- 4) Exhibit N/A- Provide a copy of all 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.

D) NEED FOR SERVICE

1) Exhibit "C" - Provide the following documentation of the need for service in the proposed area:

- a) The number of customers currently being served and proposed to be served, by customer class and meter size, including a description of the types of customers anticipated to be served, i.e., single family homes, mobile homes, duplexes, golf course clubhouse, commercial. If the development will be in phases, this information shall be separated by phase;

There are 1683 potential ERCs and 1164 existing ERCs in the proposed service area. Virtually all are single family residences.

- b) A copy of all requests for service from property owners or developers in areas not currently served;

- c) The current land use designation of the proposed service territory as described in the local comprehensive plan at the time the application is filed. If the proposed development will require a revision to the comprehensive plan, describe the steps taken and to be taken to facilitate those changes, including changes needed to address the proposed need for service area;

The current land use designation is Low Density Residential (Cape Haze) and Compact Growth Mixed Use on the barrier islands. No comprehensive Land Use Plan amendments will be necessary.

- d) Any known land use restrictions, such as environmental restrictions imposed by governmental authorities.

None

- 2) Exhibit ____ - Provide the date the applicant began or plans to begin serving customers. If already serving customers, a description of when and under what circumstances applicant began serving.

Applicant anticipates beginning to serve customers in December 2022. It is not currently serving any customers.

E) TERRITORY DESCRIPTION, MAPS, AND FACILITIES

- 1) Exhibit "D" - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.
- 2) Exhibit "E" - Provide documentation of the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located. This documentation 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 the applicant files a recorded copy within the time prescribed in the order granting the certificate.
- 3) Exhibit "F" - Provide a detailed system map showing the existing and proposed lines and treatment facilities, with the territory proposed to be served plotted thereon, consistent with the legal description provided in E-1 above. The map shall be of sufficient scale and detail to enable correlation with the description of the territory proposed to be served.
- 4) Exhibit "G" - Provide an official county tax assessment map or other map showing township, range, and section, with a scale such as 1" = 200' or 1" = 400', with the proposed territory plotted thereon, consistent with the legal description provided in E-1 above.
- 5) Exhibit "H" - Provide a description of the separate capacities of the existing and proposed lines and treatment facilities in terms of equivalent residential connections (ERCs) and gallons per day estimated demand per ERC for water and wastewater and the basis for such estimate. If the development will be in phases, this information shall be separated by phase.
- 6) Exhibit "E" - Provide a description of the type of water treatment, wastewater treatment, and method of effluent disposal.

F) PROPOSED TARIFF

Exhibit N/A - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.033, 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.

G) ACCOUNTING AND RATE INFORMATION

- 1) Exhibit N/A - Describe the existing and projected cost of the system(s) and associated depreciation by year until design capacity is reached using the 1996 National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA), which is incorporated by reference in Rule 25-30.115, F.A.C. The applicant shall identify the year that 80 percent of design capacity is anticipated.
- 2) Exhibit N/A - Provide the existing and projected annual contributions-in-aid-of-construction (CIAC) and associated amortization by year including a description of assumptions regarding customer growth projections using the same projections used in documented need for service for the proposed service area. The projected CIAC shall identify cash and property contributions and amortization at 100 percent of design capacity and identify the year when 80 percent of design capacity is anticipated. The projected CIAC shall be consistent with the service availability policy and charges in the proposed tariff provided in F-1 above, the schedule provided in G-6 below, and the CIAC guidelines set forth in Rule 25-30.580, F.A.C. If the utility will be built in phases, this shall apply only to the first phase.
- 3) Exhibit N/A - Provide the current annual operating expenses and the projected annual operating expenses at 80 percent of design capacity using the 1996 NARUC USOA. If the utility will be built in phases, this shall apply only to the first phase.
- 4) Exhibit N/A - Provide a schedule showing the projected capital structure including the methods of financing the construction and operation of the utility until the utility reaches 80 percent of the design capacity of the system. If the utility will be built in phases, this shall apply only to the first phase. A return on common equity shall be established using the current equity leverage formula established by order of this Commission pursuant to Section 367.081(4), Florida Statutes, unless there is competent substantial evidence supporting the use of a different return on common equity. Please reference subsection 25-30.033(4), F.A.C., for additional information regarding the accrual of allowance for funds used during construction (AFUDC).

Detail by Entity Name

Florida Limited Liability Company
ENVIRONMENTAL UTILITIES, LLC

Filing Information

Document Number L16000224262
FEI/EIN Number 81-4673462
Date Filed 12/12/2016
State FL
Status ACTIVE

Principal Address

621 PALOMINO TRAIL
ENGLEWOOD, FL 34223

Mailing Address

P.O. BOX 7
PLACIDA, FL 33946

Registered Agent Name & Address

UNDERWOOD & ROBERTS, PLLC
5728 MAJOR BLVD.
SUITE 550
ORLANDO, FL 32819

Authorized Person(s) Detail

Name & Address

Title MGR

BOYER, JACK
P.O. BOX 7
PLACIDA, FL 33946

Annual Reports

Report Year	Filed Date
2018	03/30/2018
2019	03/21/2019
2020	06/11/2020

Document Images

06/11/2020 -- ANNUAL REPORT	View image in PDF format
03/21/2019 -- ANNUAL REPORT	View image in PDF format
03/30/2018 -- ANNUAL REPORT	View image in PDF format
03/08/2017 -- ANNUAL REPORT	View image in PDF format
12/12/2016 -- Florida Limited Liability	View image in PDF format

EXHIBIT A

[Financial Statement-Redacted]



PERSONAL FINANCIAL STATEMENT

Statement as of 8/6/2020

Check applicable box:

- If you are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested, complete only Sections I and III
- If you are applying for joint credit with another person, complete all Sections, providing information in Section II about the joint applicant.
- If you are applying for individual credit, but are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person as a basis for repayment of the credit requested, complete all Sections, providing information in Section II about the person on whose alimony, support or maintenance payments or income or assets you are relying.

SECTION I - BORROWER INFORMATION				SECTION II - CO-BORROWER /OTHER PARTY INFORMATION			
Name <u>John R Boyer</u>		Name <u>Diane Kay Boyer</u>		Name <u>Diane Kay Boyer</u>		Name <u>Diane Kay Boyer</u>	
Address <u>9296 LGT</u>		Address <u>9296 LGT</u>		Address <u>9296 LGT</u>		Address <u>9296 LGT</u>	
City <u>Placida</u>	State <u>FL</u>	City <u>Placida</u>	State <u>FL</u>	City <u>Placida</u>	State <u>FL</u>	City <u>Placida</u>	State <u>FL</u>
Social Security No. [REDACTED]		Social Security No. [REDACTED]		Social Security No. [REDACTED]		Social Security No. [REDACTED]	
Date of Birth [REDACTED]		Date of Birth [REDACTED]		Date of Birth [REDACTED]		Date of Birth [REDACTED]	
Position or Occupation <u>VP of LGWU</u>		Position or Occupation <u>Pres. LGWU</u>		Position or Occupation <u>Pres. LGWU</u>		Position or Occupation <u>Pres. LGWU</u>	
Business Name <u>Little Gasparilla Water Utility</u>		Business Name <u>Little Gasparilla Water Utility</u>		Business Name <u>Little Gasparilla Water Utility</u>		Business Name <u>Little Gasparilla Water Utility</u>	
Business Address <u>PO Box 7</u>		Business Address <u>P.O. Box 7</u>		Business Address <u>P.O. Box 7</u>		Business Address <u>P.O. Box 7</u>	
<u>Placida, FL 33946</u>		<u>Placida, FL 33946</u>		<u>Placida, FL 33946</u>		<u>Placida, FL 33946</u>	
Business Phone <u>941-681-2778</u>		Business Phone <u>941-681-2778</u>		Business Phone <u>941-681-2778</u>		Business Phone <u>941-681-2778</u>	
Home Phone [REDACTED]		Home Phone [REDACTED]		Home Phone [REDACTED]		Home Phone [REDACTED]	
Relationship to Section I Individual: <u>Spouse</u>				Relationship to Section I Individual: <u>Spouse</u>			

SECTION III - STATEMENT OF FINANCIAL CONDITION				
ASSETS		In Dollars (omit cents)	LIABILITIES (include all liabilities as co-maker)	In Dollars (omit cents)
Cash on Hand & in Banks	Schedule A	[REDACTED]	Notes Due to Banks - Secured	Schedule A
U.S. Gov't and Marketable Securities	Schedule B	[REDACTED]	Notes Due to Banks - Unsecured	Schedule A
Non-Marketable Securities	Schedule C	[REDACTED]	Due to Brokers	
Real Estate Solely Owned	Schedule D	[REDACTED]	Real Estate Mortgages Payable	Schedule D & E
Real Estate Jointly Owned	Schedule E	[REDACTED]	Amounts Payable to Others	
Loans and Accounts Receivable		[REDACTED]	Accounts and Bill Due	
Automobiles		[REDACTED]	Unpaid Income Taxes Due	
Cash Value of Life Insurance	Schedule F	[REDACTED]	Loans on Life Insurance Policies	Schedule F
IRA's and Vested Retirement Accounts		[REDACTED]	Other Debt - Itemize	
Other Personal Properties		[REDACTED]		
Other Assets - Itemize		[REDACTED]		
		[REDACTED]	TOTAL LIABILITIES	
		[REDACTED]	NET WORTH	
TOTAL ASSETS		[REDACTED]	TOTAL LIABILITIES & NET WORTH	[REDACTED]

INCOME	CONTINGENT LIABILITIES
Source of income for Year Ended: <u>[REDACTED]</u>	Do you have contingent liabilities? <input type="checkbox"/> Yes <input type="checkbox"/> No
(Include other party income if you are applying for joint credit.)	Describe your contingent liabilities below. (Use additional sheet if necessary)
Salary	Amount of liabilities as endorser, co-maker or guarantor?
Bonuses and Commissions	Amount of liabilities on leases or contracts?
Interest and Dividends	Amount of legal claims or judgments against you?
Real Estate Income	Amount of other special debts?
Business Income	Amount of contested income tax liens?
Other Income - Itemize	Amount of back child support or alimony due?
TOTAL INCOME	TOTAL CONTINGENT LIABILITIES

PERSONAL INFORMATION	
Do you have a will? <u>[REDACTED]</u>	Are you a defendant in any suits, judgments or legal actions? If so, describe: <u>[REDACTED]</u>
If "Yes", the Executor's Name: <u>[REDACTED]</u>	
Number & Age(s) of Dependents (excluding Spouse): <u>[REDACTED]</u>	Are you a partner, member, trustee, officer or owner of any other venture? If so, describe: <u>[REDACTED]</u>
Are you obligated to pay Alimony, Child Support or Separate Maintenance Payments? If so, describe: <u>[REDACTED]</u>	Are any of your tax obligations past due? If so, describe: <u>[REDACTED]</u>
Income tax settled through (date): <u>[REDACTED]</u>	Have you been declared bankruptcy during past 14 years? If so, describe: <u>[REDACTED]</u>
Personal bank account carried at: <u>[REDACTED]</u>	

Please complete all applicable Schedules in Page 2 and sign and date the statement.



Schedule A - CASH IN BANKS AND NOTES DUE TO BANKS

Name of Bank	Type of Account	Type of Ownership	Balances	Loan Balances	Terms & Maturity	Collateral
[REDACTED]						
TOTAL						

Schedule B - U.S. GOVERNMENT & MARKETABLE SECURITIES

Description	No. of Shares	In the Name of	Cost	Market Value	Source of Value	Amount Pledged to
[REDACTED]						

Schedule C - NON-MARKETABLE SECURITIES

Description	No. of Shares	In the Name of	Cost	Market Value	Source of Value	Amount Pledged to
[REDACTED]						
TOTAL						

Schedule D - REAL ESTATE SOLELY OWNED

Property Type & Location	Title in Name of	Date	Cost	Market Value	Mortgage Amount	Monthly Payment	Terms & Maturity
[REDACTED]							
TOTAL							

Schedule E - REAL ESTATE JOINTLY OWNED

Property Type & Location	Title in Name of	Date	Cost	Market Value	Mortgage Amount	Monthly Payment	Terms & Maturity
[REDACTED]							
TOTAL							

Schedule F - LIFE INSURANCE

Name of Insurance Company	Owner	Beneficiary	Face Amount	Policy Loan	Is Policy or C/V	Cash Surrender Value
[REDACTED]						
TOTAL						

For the purpose of procuring credit from time to time, I/we furnish the foregoing as a true and accurate statement of my/our financial condition. Authorization is hereby given to Centennial Bank to inquire in any manner it deems necessary to verify the accuracy of the information contained herein, and to determine my/our creditworthiness, including but not limited to, obtaining a consumer credit report for all parties. The undersigned agrees to notify Centennial Bank immediately in writing of any significant adverse changes in financial condition whether application for further credit is pending or not. In the absence of such written notice it is expressly agreed that in granting new or continuing credit, Centennial Bank may rely on this statement as having the same force and effect as if delivered upon the date additional credit is requested or existing credit extended or continued.

Signature (Borrower)	Date
Signature (Co-Borrower)	Date

Note: Any willful misrepresentation could result in a violation of Federal Law (Sec. 18 U.S.C. 1014)

EXHIBIT B

[Centennial Bank Financing Letter]



June 29, 2020

Mr. Jack Boyer, President
Environmental Utilities, LLC
P. O. Box 7, Placida, FL 33946

RE: New Financing – Wastewater Service to Barrier Islands

Dear Mr. Boyer:

This letter is NOT a commitment to lend, and is for discussion purposes only. Information contained herein are subject to approval by Lender.

This letter will serve as Centennial Bank's consideration to provide financing to Environmental Utilities, LLC for the development of a wastewater utility system to provide central wastewater service to Knight Island, Don Pedro Island, Bocilla Island, and Little Gasparilla Island, and a portion of Cape Haze, Florida, through an interconnection with the Charlotte County Utilities.

This consideration is conditioned upon, among other things, the receipt and satisfactory review, in the Bank's sole discretion of (i) a Bulk Service Agreement with Charlotte County, and (ii) certification by the Florida Public Service Commission authorizing Environmental Utilities, LLC to provide wastewater service to the referenced Island, and the establishment of revenues sufficient to support the repayment of a Loan.

Proposed terms and conditions of a Loan would be provided upon receipt of a formal loan application for financing.

Sincerely,

Kathleen Castellano

Kathleen Castellano
Sr. Commercial Loan Officer

EXHIBIT “C”
[Need for Service]

b) The proposed service area for the Utility consists of the barrier islands of Little Gasparilla Island, Don Pedro Island, and Knight Island, and of Cape Haze, a developed portion of the mainland adjacent to Lemon Bay across from the barrier islands (which the County has requested be served). These properties are all being served by septic tanks which contributes to the degradation of water quality of Lemon Bay and the Gulf of Mexico, exacerbating red tide and algae outbreaks that are well documented. The Governor has made cleaning up these waters a priority.

Wastewater service will be provided pursuant to a Bulk Sewer Treatment Agreement entered into with Charlotte County, a copy of which is attached as Exhibit “E”. In 2017, Charlotte County adopted a Sewer Master Plan that utilizes environmental scoring criteria to prioritize the level of importance, for specified areas, of converting septic tanks to central sewer. The environmental scoring criteria, which utilizes a scale of 1 to 5, includes scoring based on three factors: proximity to surface waters, age of septic tanks, and nitrogen loading. Based on the environmental scoring criteria, the areas of Cape Haze, Little Gasparilla Island, Don Pedro Island, and Knight Island scored in the highest impact level of 4.0 to 5.0. Areas with an average impact score from 4.0 to 5.0 are recommended for conversion from septic to sewer within a five-year period. Thus the environmental benefits of the Utility providing central wastewater service to eliminate septic tanks, and need for central wastewater service should be unquestioned.

EXHIBIT D

[Legal Description]

ISLAND DESCRIPTION:

AN INDIVIDUAL SERVICE AREA OVER A PORTION OF THE FOLLOWING DESCRIBED LANDS, LYING IN THE FOLLOWING DESCRIBED FRACTIONAL SECTIONS OF LAND:

SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 29, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 32, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 33, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 3, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 4, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 10, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 15, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 16, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 21, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 22, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 27, TOWNSHIP 42 SOUTH, RANGED 20 EAST, CHARLOTTE COUNTY, FLORIDA, SAID LANDS BEING BOUNDED ON THE WEST BY THE GULF OF MEXICO, BOUNDED ON THE EAST BY LEMON BAY AND GASPARILLA SOUND, BOUNDED OF THE SOUTH BY LITTLE GASPARILLA PASS AND BOUNDED ON THE NORTH BY THE FOLLOWING DESCRIBED LINE,:

COMMENCE AT THE POINT OF BEGINNING BEING A POINT WHERE THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 29, TOWNSHIP 41 SOUTH, RANGE 20 EAST, INTERSECTS THE MEAN HIGH WATER LINE ON THE WESTERLY SHORE LINE OF LEMON BAY; THENCE SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF SAID SECTION 29, TOWNSHIP 41 SOUTH, RANGE 20 EAST, A DISTANCE OF 1730.0 FEET MORE OR LESS TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH GULF BOULEVARD (66 FOOT RIGHT-OF-WAY) AS SHOWN OF THE PLAT OF PALM ISLAND VILLAGE, A CONDOMINIUM, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN CONDOMINIUM BOOK 4, PAGES 24-A THROUGH 24-E, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 60 DEGREES 34 MINUTES 11 SECONDS WEST, A DISTANCE OF 66.0 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH GULF BOULEVARD; THEN SOUTH 29 DEGREES 25 MINUTES 45 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH GULF BOULEVARD, A DISTANCE OF 105.0 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE IN A NORTHWEST DIRECTION; HAVING A RADIUS DISTANCE OF 100.0 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, WHOSE RADIUS POINT BEARS SOUTH 60 DEGREES, 34 MINUTES 15 SECONDS WEST, A ARC DISTANCE OF 157.08 FT TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH 29 DEGREES, 25 MINUTES 45 SECONDS WEST, A DISTANCE OF 5.0 FT; THENCE SOUTH 60 DEGREES, 34 MINUTES 11 SECONDS WEST, A DISTANCE OF 342.0 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE POINT OF TERMINUS OF SAID LINE.

CAPR HAZE DESCRIPTION:

AN INDIVIDUAL SERVICE AREA OVER A PORTION OF LAND LYING IN SECTIONS 2, 3 AND 11, TOWNSHIP 42 SOUTH, RANGE 20 EAST AND SECTION 34, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA. SAID LANDS BEING BOUNDED AS FOLLOWS; (SHOWN ON EXHIBIT "D") BOUNDED ON THE WEST BY GASPARILLA SOUND, BOUNDED ON THE EAST BY THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OF COUNTY ROAD NO. 775 (FORMALLY STATE ROAD NO. 775)(100 FOOT RIGHT-OF-WAY), BOUNDED ON THE NORTH BY A LINE AS DESCRIBED HEREON AND BEING BOUNDED ON THE SOUTH BY A LINE AS DESCRIBED HEREON.

(NORTH BOUNDARY DESCRIPTION)

BEGIN AT A POINT WHERE THE EAST BOUNDARY OF THE SOUTHWEST QUARTER OF SAID SECTION 34, TOWNSHIP 41 SOUTH, RANGE 20 EAST, INTERSECTS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 775, (FORMALLY STATE ROAD NUMBER 775) (AKA PLACIDA ROAD) (100 FEET RIGHT-OF-WAY) THENCE SOUTH 01 DEGREES 01 MINUTES 40 SECONDS WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 27.7 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3, TOWNSHIP 42 SOUTH, RANGE 20 EAST; THENCE CONTINUE SOUTH 01 DEGREES 01 MINUTES 40 SECONDS WEST ALONG SAID EAST BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1320.9 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST, ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1203.0 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF GASPARILLA SOUND AND THE POINT OF TERMINUS OF THE NORTH BOUNDING LINE.

(SOUTH BOUNDARY DESCRIPTION)

COMMENCE AT A POINT WHERE THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 775, (FORMERLY STATE ROAD NUMBER 775), (AKA PLACIDA ROAD ROAD) (100 FEET RIGHT-OF-WAY INTERSECTS THE SOUTHERLY RIGHT-OF-WAY LINE OF GASPER DRIVE AND SHOWN ON THE PLAT OF CAPE HAZE SUBDIVISION OF BLOCK "U", ACCORDING TO THE PLAT THEREOF, AS RECORDED AND PLAT BOOK 4, PAGE 46, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 33 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 775, A DISTANCE OF 10.52 FEET TO THE POINT OF BEGINNING OF SIDE LINE; THENCE SOUTH 38 DEGREES 20 MINUTES 00 SECONDS WEST, ALONG THE SOUTHERLY PLAT LIMITS OF SAID PLAT A DISTANCE OF 1520.0 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF GASPARILLA SOUND AND THE POINT OF TERMINUS OF SAID SOUTH BOUNDING LINE.

EXHIBIT E
[Bulk Service Agreement]

CHG
BCC
★

BULK SEWER TREATMENT AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of July, 2020, by and **between** ENVIRONMENTAL UTILITIES, LLC., a Florida corporation, Post Office Box 7, Placida FL 33946 (hereinafter EU) and CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, FL (hereinafter COUNTY).

RECITALS

WHEREAS, EU desires to reserve and secure sewer service capacity and bulk sewer service from COUNTY to serve the current and projected needs of a portion of Cape Haze, Little Gasparilla Island, Don Pedro Island, and Knight Island; and

WHEREAS, in 2017, Charlotte County adopted a Sewer Master Plan that utilizes environmental scoring criteria to prioritize the level of importance, for specified areas, of converting septic tanks to sewer; and

WHEREAS, the environmental scoring criteria, which utilizes a scale of 1 to 5, includes scoring based on three factors: proximity to surface waters, age of septic tanks, and nitrogen loading; and

WHEREAS, based on the environmental scoring criteria, the areas of Cape Haze, Little Gasparilla Island, Don Pedro Island, and Knight Island scored in the highest impact level of 4.0 to 5.0; and

WHEREAS, areas with an average impact score from 4.0 to 5.0 are recommended for conversion from septic to sewer within a five-year period; and

WHEREAS, COUNTY owns and operates a sewer system in Charlotte County and the sewer treatment plant that would provide service for this area has sufficient capacity to provide wholesale bulk sewer treatment service to EU and the COUNTY is willing to provide such service to EU according to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

SECTION ONE. DEFINITIONS

For purposes of this Agreement, the following words shall have the following meanings unless the context clearly requires otherwise:

"Abnormal Occurrence" means an event at a sewer plant or sewer pump station facility that has the potential to cause a violation of a utility permit and is reportable to regulatory agencies that oversee the utility operations. Abnormal occurrences include, but are not

min

limited to, sewage spills, overflow, equipment failures, line breaks, and abnormal lab results.

“*Connection Point*” means a flow meter where EU’s collection system is physically connected to the COUNTY’s sewer transmission system for the purpose of transmitting sewage to the COUNTY’s sewer treatment plant.

“*ERC*” means Equivalent Residential Connection equating to 190 gallons of sewer per day on an average daily flow basis. For purposes of this Agreement, each detached single family residential connection will be considered one ERC.

“*Excessive Flow*” means sewer flows that exceed the Reserved Capacity as calculated on a rolling, twelve-month annual basis.

“*Force Majeure*” means Acts of god, strikes, lockouts, or other industrial disturbances, acts of any public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials or rights-of-way on reasonable terms, acts or failures to act by public authorities not under the control of either party to this Agreement, or acts or failures to act by regulatory authorities.

“*Reserved Capacity*” means the amount of sewer treatment capacity in the COUNTY’s plant the COUNTY agrees to set aside for EU expressed in an annual average daily flow basis.

SECTION TWO. GENERAL CONDITIONS

- A. The Recitals set forth above are true and correct and incorporated as if fully set forth herein.
- B. COUNTY agrees to provide bulk sewer treatment for EU in accordance with the terms and conditions contained herein, the rules and regulations of the Florida Department of Environmental Protection (FDEP), and other governmental entities with regulatory jurisdiction over sewer treatment facilities. COUNTY acknowledges that before EU can carry out its obligations pursuant to this Agreement, it must obtain certification from the Florida Public Service Commission (FPSC) and easements through Don Pedro Park. COUNTY agrees that EU may include this Agreement in its application for FPSC certification and applications for loans and grants.
- C. The parties agree that neither assumes any financial responsibility for the operation and maintenance of the other’s sewer system.
- D. COUNTY shall notify EU as soon as practicable of an emergency event that will cause disruption of service. COUNTY shall provide as much advance warning as is reasonable under the circumstances.

SECTION THREE. BULK SEWER TREATMENT SERVICE

- A. EU may collect and transmit sewage to the Connection Point and COUNTY agrees to accept and treat the sewage from EU's collection system, up to the Reserved Capacity of 2200 ERC at 190 GPD (418,000 GPD).
- B. COUNTY shall not be liable for any damages, direct, indirect or consequential, resulting from its inability or failure to provide sewage treatment services on a temporary or emergency basis due to a Force Majeure event. COUNTY will use its best efforts to provide the treatment capacity required hereunder. If restrictions are imposed by governmental regulatory authorities, COUNTY reserves the right to temporarily reduce the capacity treated pursuant to this Agreement, but only for such time as the capacity cannot be accommodated as the result of the imposed governmental restrictions.
- C. In the event of an Abnormal Occurrence, EU agrees to provide proper notification to applicable governmental regulatory agencies, as required by Rule 62-620.610, Florida Administrative Code, and as contained in COUNTY's domestic wastewater facility permit.
- D. EU shall provide COUNTY with a quarterly report that contains the number of units and type that have been connected to EU's utility system during the previous quarter. The report shall be submitted within fifteen (15) days after the end of the quarter for which the report is being provided.

SECTION FOUR. OWNERSHIP, MAINTENANCE AND REPAIRS

- A. EU will design, permit, and construct its collection facilities in accordance with FDEP Standards and the Charlotte County Utilities Department Design Compliance Standards dated November 1, 2011 and all subsequent revisions/addendums together with the latest Charlotte County Utilities Department Approved Product List, at no cost to COUNTY, to receive and transmit sewage to the EU side of the Connection Point. EU agrees to construct its collection facilities to meet the design hydraulic conditions established by COUNTY. Future EU collection facilities will be sized to function properly under variation in flow, hydraulic conditions, and other factors which may reasonably be expected to occur over time in the EU service area. COUNTY may review and approve EU's connection to the COUNTY's transmission facilities at the Connection Point, which approval shall not be unreasonably withheld. Final plans and specifications shall be approved by the Charlotte County Utilities Department prior to FDEP permitting and construction. County reserves the right to complete intermittent observation of construction and testing activities to ensure compliance with the requirements. Any discrepancies shall be corrected by EU.
- B. EU shall construct, at its sole cost and expense, a transmission main from the location of the bulk meter to the connection point with COUNTY'S existing sewer

transmission main. The route for the transmission main shall be one of the two proposed routes contained in the "Preliminary Engineering Report for Sewer Interconnection to Mainland from Knight Island/Don Pedro/Gasparilla Island" prepared by Giffels-Webster Engineers, Inc. dated April 10, 2019. The transmission main shall be designed, permitted and constructed in accordance with Charlotte County Utilities Department Design Compliance Standards dated November 1, 2011 and all subsequent revisions/addendums together with the latest Charlotte County Utilities Department Approved Product List. The final plans and specifications shall be approved by the Charlotte County Utilities Department prior to FDEP permitting and construction. COUNTY reserves the right to complete intermittent observations of the construction and testing activities to ensure compliance with the requirements. Any discrepancies shall be corrected by EU. The transmission main shall be transferred to COUNTY upon final completion of all items required in the close-out document.

- C. COUNTY will, in accordance with applicable laws and regulations, own and maintain, at its own expense, that portion of the sewage transmission system from the Connection Point to COUNTY's water reclamation facility, including the sewer flow meter at the Connection Point. The Connection Point determines the limits of maintenance and ownership for both parties. The parties will maintain their facilities in accordance with the standards prescribed by applicable regulatory agencies and will maintain a level of performance, maintenance and repair that will not adversely affect customers of either party.
- D. The sewage flow meter at the Connection point will be tested by COUNTY and recalibrated, when necessary, at least annually in accordance with the American Water Works Association Standards for Meter Testing or other mutually agreeable standard. EU has the right to observe the annual test and recalibration of the sewage flow meter performed by COUNTY. COUNTY may retain the services of a third party to perform the sewage flow meter test to verify the calibration. COUNTY agrees to provide EU with copies of the annual test report. The parties reserve the right to conduct additional meter testing at their own expense. COUNTY shall notify EU, in writing, thirty (30) calendar days in advance of any meter testing and/or recalibration. If the meter registers an accuracy error greater than the American Water Works Association standards, then COUNTY shall refund to EU the amount billed in error for one-half the period since the last test. The one-half period will not exceed six (6) months, provided, however, that if it can be shown that the error was due to a cause, the date of which can be determined, the overcharge will be computed back to such date. Whenever the meter is found to register less than the standard described above, COUNTY may bill EU an additional amount that will be due for one-half the period since the last test. The one-half period may not exceed six months, provided, however, that if it can be shown that the error was due to some cause, the date of which can be determined, the undercharge will be computed back to such date.

- E. Facilities within EU's service area shall be repaired by EU if: (1) there are Excessive Flows due to a storm, a sudden surge of groundwater, infiltration and inflow, or other like conditions; or, (2) if any generally accepted testing or method of determining the condition of sewer lines indicates that a line is in need of repair or replacement. Lines or equipment may be repaired or replaced if they are not functioning in accordance with applicable design standards. COUNTY shall notify EU upon the occurrence of any Excessive Flows. If COUNTY determines repairs or replacements are needed, EU shall have ninety (90) days from written notification from COUNTY to evaluate the collection system and develop a plan of action acceptable to both parties to perform any necessary improvements or repairs to the collection system. These improvements shall be completed within a reasonable period of time. If, after notification, EU fails to perform the required evaluation and necessary improvements or repairs, and that failure contributes to an Abnormal Occurrence, EU may be held responsible for its proportional share of any resulting monetary fines or required improvements ordered by any regulatory agency which are directly related to the Abnormal Occurrence.

SECTION FIVE. BULK SEWER FEES AND CONNECTION CHARGES

- A. In consideration for the sewage treatment services provided by COUNTY, EU shall pay to COUNTY the COUNTY's current adopted bulk service rate for each thousand gallons of sewage treated by COUNTY. The rate is subject to change by COUNTY from time to time.
- B. COUNTY will invoice EU, on a monthly basis, for sewage treatment based upon the sewer flow meter readings taken at the Connection Point. EU will make payment within thirty (30) calendar days after receipt of an invoice from COUNTY.
- C. EU shall pay TAP fees for all existing and future customers based on meter size, as connections are made.
- D. COUNTY shall issue TAP fee credits to EU for the construction of the transmission main described in Section Four B. TAP fee credits shall be provided on a dollar for dollar basis only, based on the actual documented construction costs, as approved by COUNTY, and calculated at the rate in effect when the connections are made. If the amount of TAP fee credits is insufficient for the existing developed property that will be connected, EU shall pay the difference to COUNTY within 365 days of the date of FDEP's issuance of a "Permit to Operate".
- E. All future TAP fees will be paid by EU on a quarterly basis along with the quarterly report identified in Section Three D. of this Agreement at the then current TAP fee rate.
- F. Where the use of developed property is modified or where property is re-developed or expanded, COUNTY may require the payment of additional TAP fees.

- B. This Agreement shall be construed and enforced according to the laws of the State of Florida.
- C. This Agreement is solely for the benefit of the parties hereto and no right or cause of action will accrue upon or by reason hereunder to or for the benefit of any third parties who are not signatories to this Agreement.
- D. The failure of either party to enforce the provisions of this Agreement shall not be construed as a general waiver or relinquishment of the right to demand strict performance of this Agreement.
- E. This Agreement constitutes the entire Agreement between the parties and may not be amended, modified, or rescinded except in writing and signed by both Parties. If a provision of this Agreement is declared illegal, invalid, unenforceable, unconstitutional, or in violation of the bond covenants of the COUNTY by a Court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.
- F. Neither party shall be liable or responsible to the other as a result of any injury to property or persons which is caused by a Force Majeure event.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

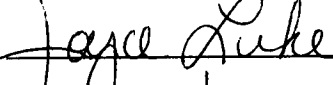
Date: 6-4-2020

ENVIRONMENTAL UTILITIES, LLC.

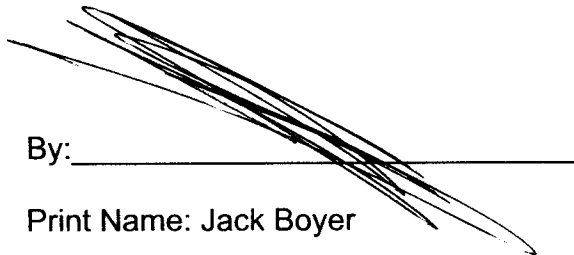
WITNESSES:



Print Name: Ryan M. Dunlap



Print Name: Joyce Luke



By: _____

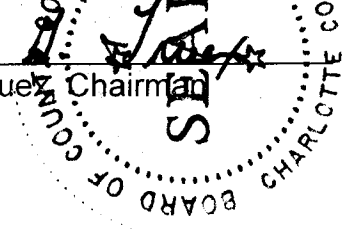
Print Name: Jack Boyer

Title: Manager

Date: July 14, 2020

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLA.

By: William G. Truez
William G. Truez, Chairman



ATTEST:
Roger D. Eaton, Clerk of the
Circuit Court and Ex-Officio
Clerk of the Board of County
Commissioners

By: Michelle DiBernardino
Deputy Clerk. AG 2020-036

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR2019-0360

EXHIBIT F
[System Maps]

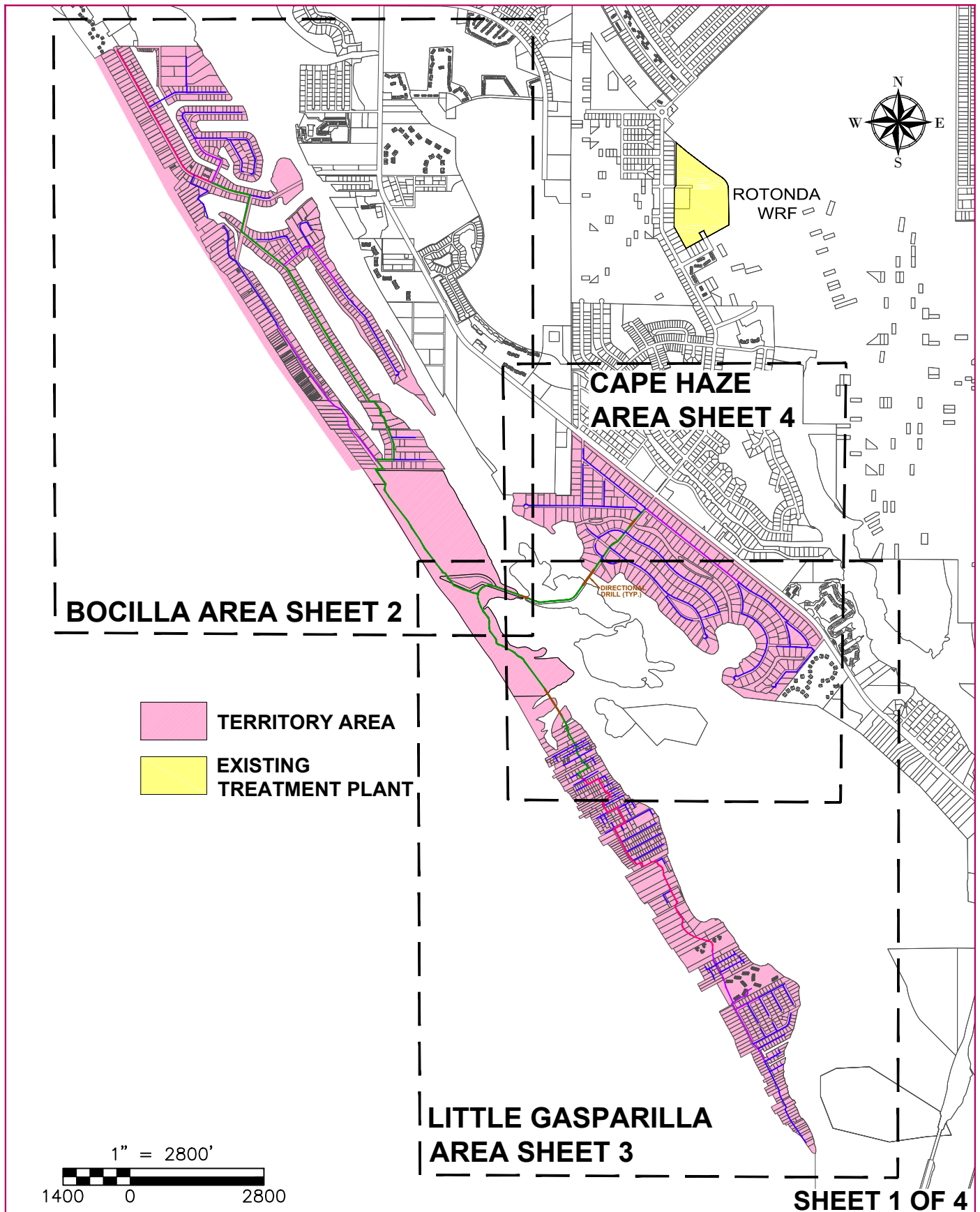
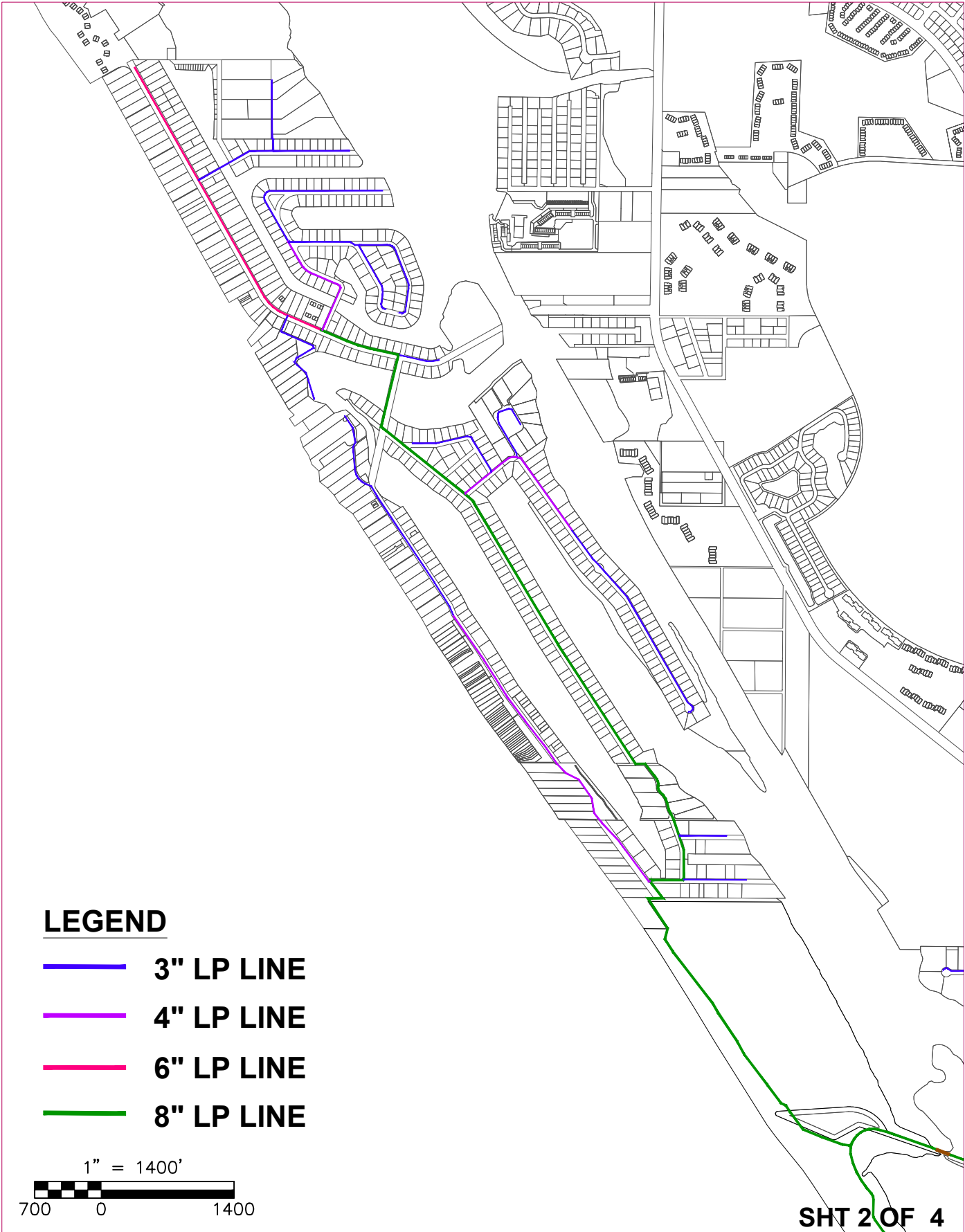
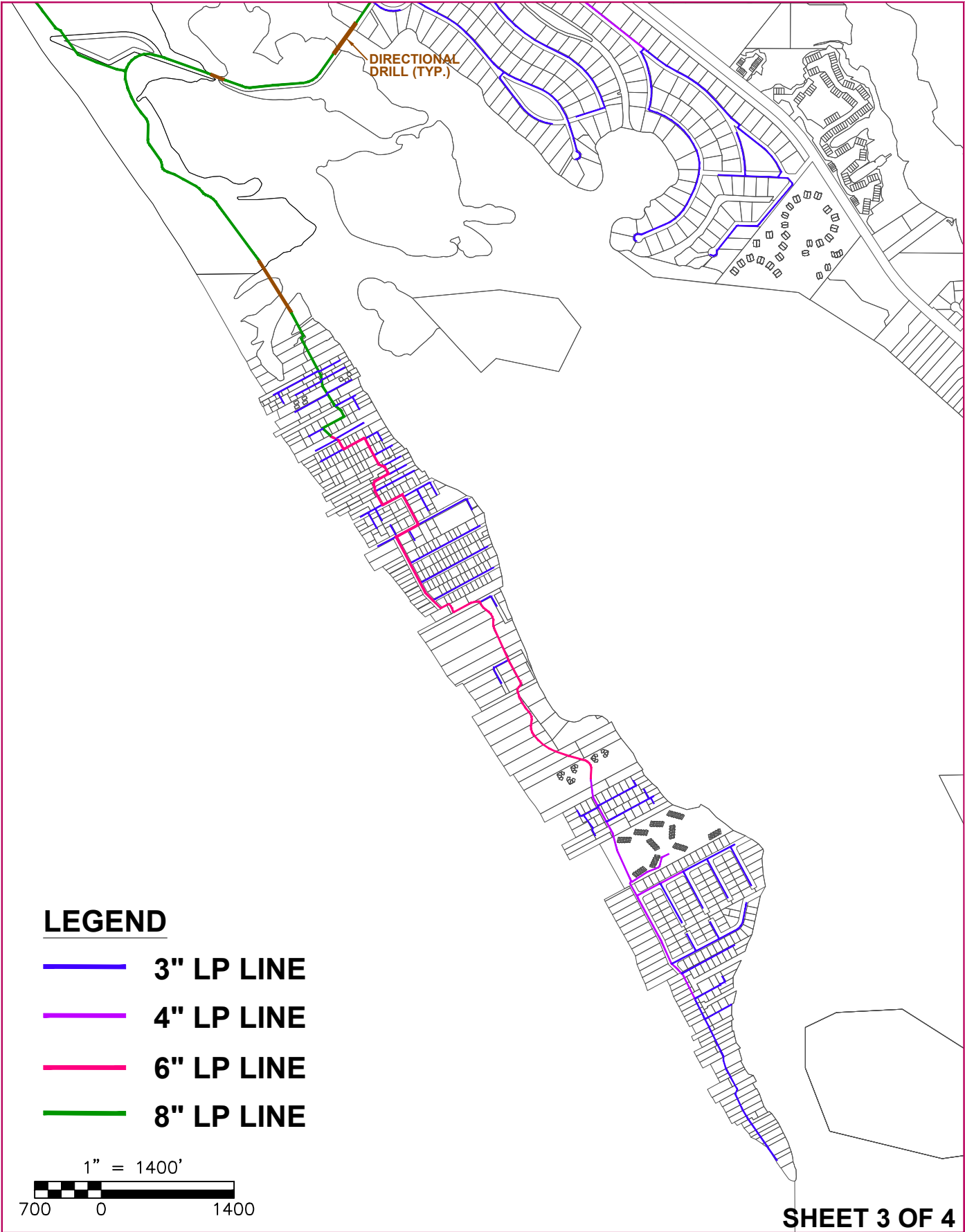






EXHIBIT F - SYSTEM MAP KEYMAP

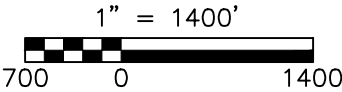


BOCILLA UTILITY AREA SYSTEM MAP



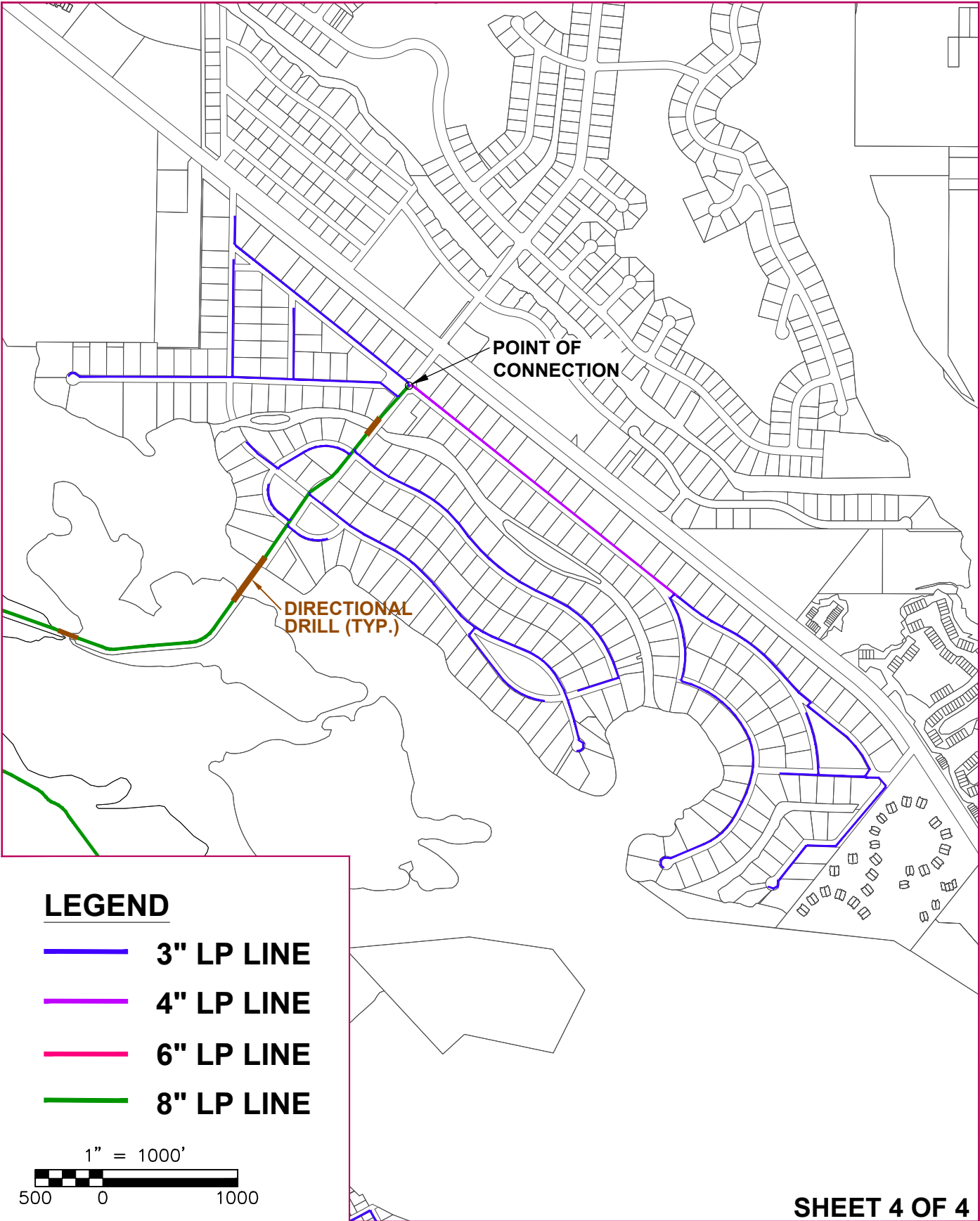
LEGEND

-  3" LP LINE
-  4" LP LINE
-  6" LP LINE
-  8" LP LINE



SHEET 3 OF 4

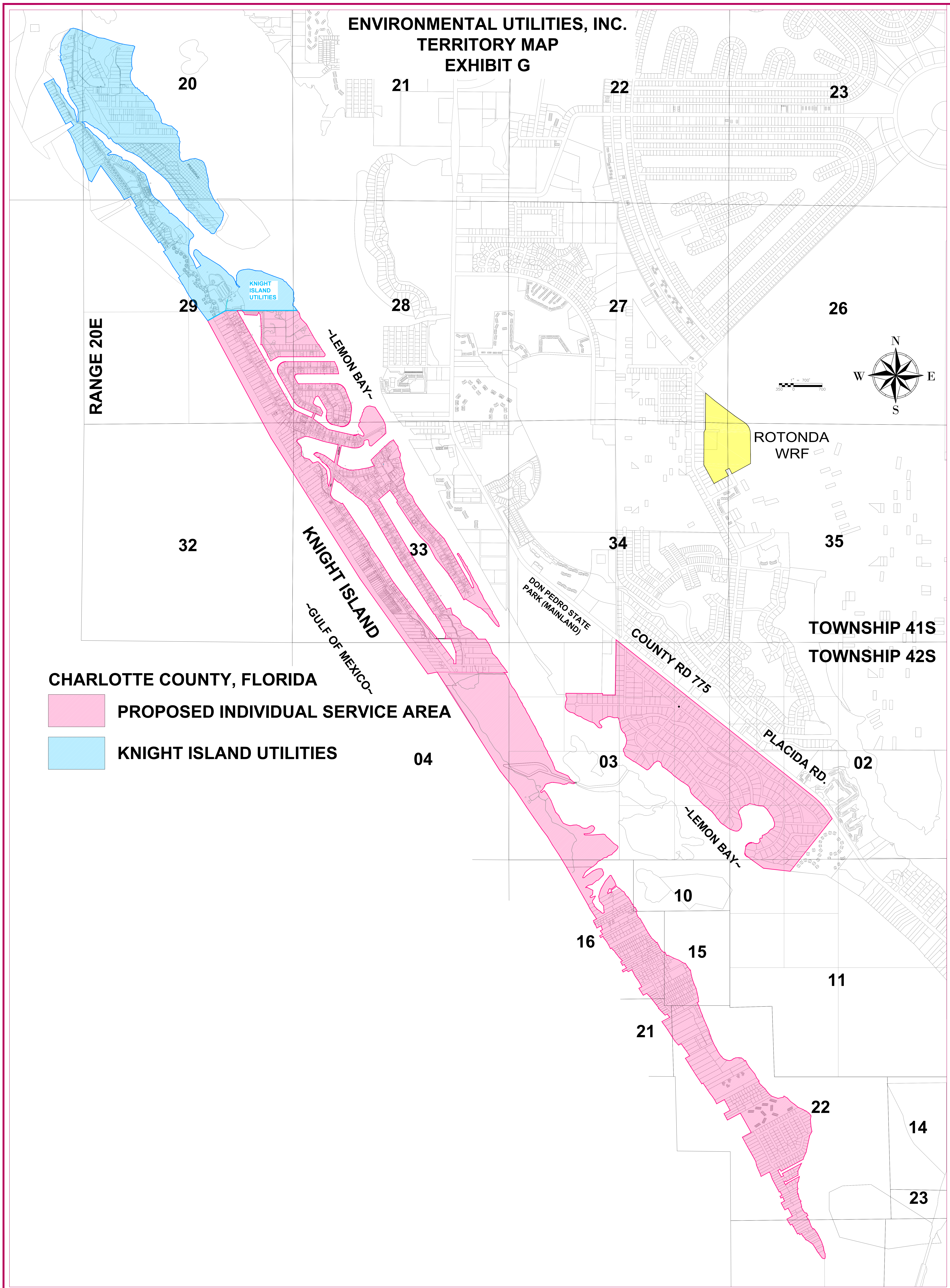
LITTLE GASPARILLA WATER UTILITY AREA SYSTEM MAP



CAPE HAZE AREA SYSTEM MAP

EXHIBIT G
[Territory Maps]

ENVIRONMENTAL UTILITIES, INC. TERRITORY MAP EXHIBIT G



RANGE 20E

20

21

22

23

29

28

27

26

32

33

34

35

04

03

02

10

16

15

11

21

22

14

23

KNIGHT ISLAND UTILITIES

~LEMON BAY~

KNIGHT ISLAND
~GULF OF MEXICO~

ROTONDA WRF



DON PEDRO STATE PARK (MAINLAND)

COUNTY RD 775

PLACIDA RD.

TOWNSHIP 41S
TOWNSHIP 42S

CHARLOTTE COUNTY, FLORIDA

-  PROPOSED INDIVIDUAL SERVICE AREA
-  KNIGHT ISLAND UTILITIES

SKETCH AND DESCRIPTION:

DESCRIPTION:

AN INDIVIDUAL SERVICE AREA OVER A PORTION OF THE FOLLOWING DESCRIBED LANDS, LYING IN THE FOLLOWING DESCRIBED FRACTIONAL SECTIONS OF LAND:(SHOWN ON EXHIBIT D)

SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 29, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 32, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 33, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 3, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 4, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 10, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 15, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 16, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 21, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 22, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 27, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, SAID LANDS BEING BOUNDED ON THE WEST BY THE GULF OF MEXICO, BOUNDED ON THE EAST BY LEMON BAY AND GASPARILLA SOUND, BOUNDED OF THE SOUTH BY LITTLE GASPARILLA PASS AND BOUNDED ON THE NORTH BY THE FOLLOWING DESCRIBED LINE, SAID LINE BEING DEPICTED ON EXHIBIT A:

COMMENCE AT THE POINT OF BEGINNING BEING A POINT WHERE THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 29, TOWNSHIP 41 SOUTH, RANGE 20 EAST, INTERSECTS THE MEAN HIGH WATER LINE ON THE WESTERLY SHORE LINE OF LEMON BAY; THENCE SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF SAID SECTION 29, TOWNSHIP 41 SOUTH, RANGE 20 EAST, A DISTANCE OF 1730.0 FEET MORE OR LESS TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH GULF BOULEVARD (66 FOOT RIGHT-OF-WAY) AS SHOWN OF THE PLAT OF PALM ISLAND VILLAGE, A CONDOMINIUM, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN CONDOMINIUM BOOK 4, PAGES 24-A THROUGH 24-E, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 60 DEGREES 34 MINUTES 11 SECONDS WEST, A DISTANCE OF 66.0 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH GULF BOULEVARD; THEN SOUTH 29 DEGREES 25 MINUTES 45 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH GULF BOULEVARD, A DISTANCE OF 105.0 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE IN A NORTHWEST DIRECTION; HAVING A RADIUS DISTANCE OF 100.0 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, WHOSE RADIUS POINT BEARS SOUTH 60 DEGREES, 34 MINUTES 15 SECONDS WEST, A ARC DISTANCE OF 157.08 FT TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH 29 DEGREES, 25 MINUTES 45 SECONDS WEST, A DISTANCE OF 5.0 FT; THENCE SOUTH 60 DEGREES, 34 MINUTES 11 SECONDS WEST, A DISTANCE OF 342.0 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE POINT OF TERMINUS OF SAID LINE.

SURVEYOR'S NOTATIONS:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY AND IS ONLY INTENDED TO DEPICT THE DESCRIPTION HEREON.
2. BEARINGS ARE BASED ON PLAT DATA REFERENCED TO THE SOUTH LINE OF THE NORTH HALF OF SECTION 29, TOWNSHIP 41 SOUTH, RANGE 20 EAST, BEARING SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST, PER PALM ISLAND VILLAGE CONDOMINIUM.
3. ALL DISTANCES ARE EXPRESSED IN U.S. STANDARD FEET AND DECIMALS THEREOF.
4. THIS SKETCH AND DESCRIPTION CONTAINS TWO (2) SHEETS AND INTENDED TO BE USED IN ITS ENTIRETY.
5. NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR THE EXCLUSIVE USE OF:

JACK BOYER.

LEGEND:

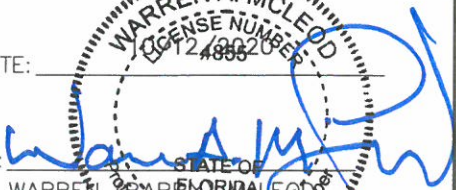
Approx.=Approximate
 (C)=Calculated data
 C.=Chord Length
 C.B.=Chord Bearing
 D.O.T.=Department of Transportation
 Drain.=Drainage
 Es'mt=Easement
 L.B.=Land Surveying Business
 O.R.=Official Records
 (P)=Plat data
 (F)=Field data
 P.T.=Point of Tangency
 P.C.=Point of Curve


P.B.=Plat Book
 PG=Page
 P.I.D.=Parcel Identification
 P.O.B.=Point of Beginning
 P.O.C.=Point of Commencement
 P.O.T.=Point of Terminus
 R/W=Right-of-Way
 S.F.=Square Feet
 Util.=Utility
 ☉=Centerline
 ℙ=Property Line
 P.R.C.=Point of Reverse Curve
 P.C.C.=Point of Compound Curve

NOTE: "Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper".

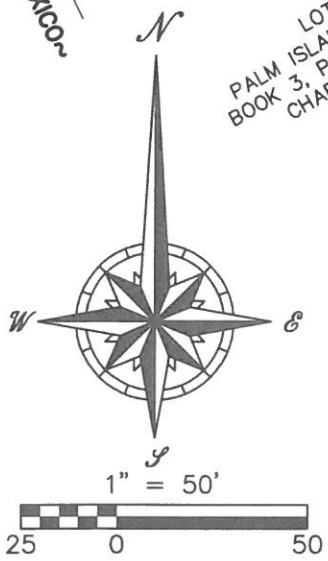
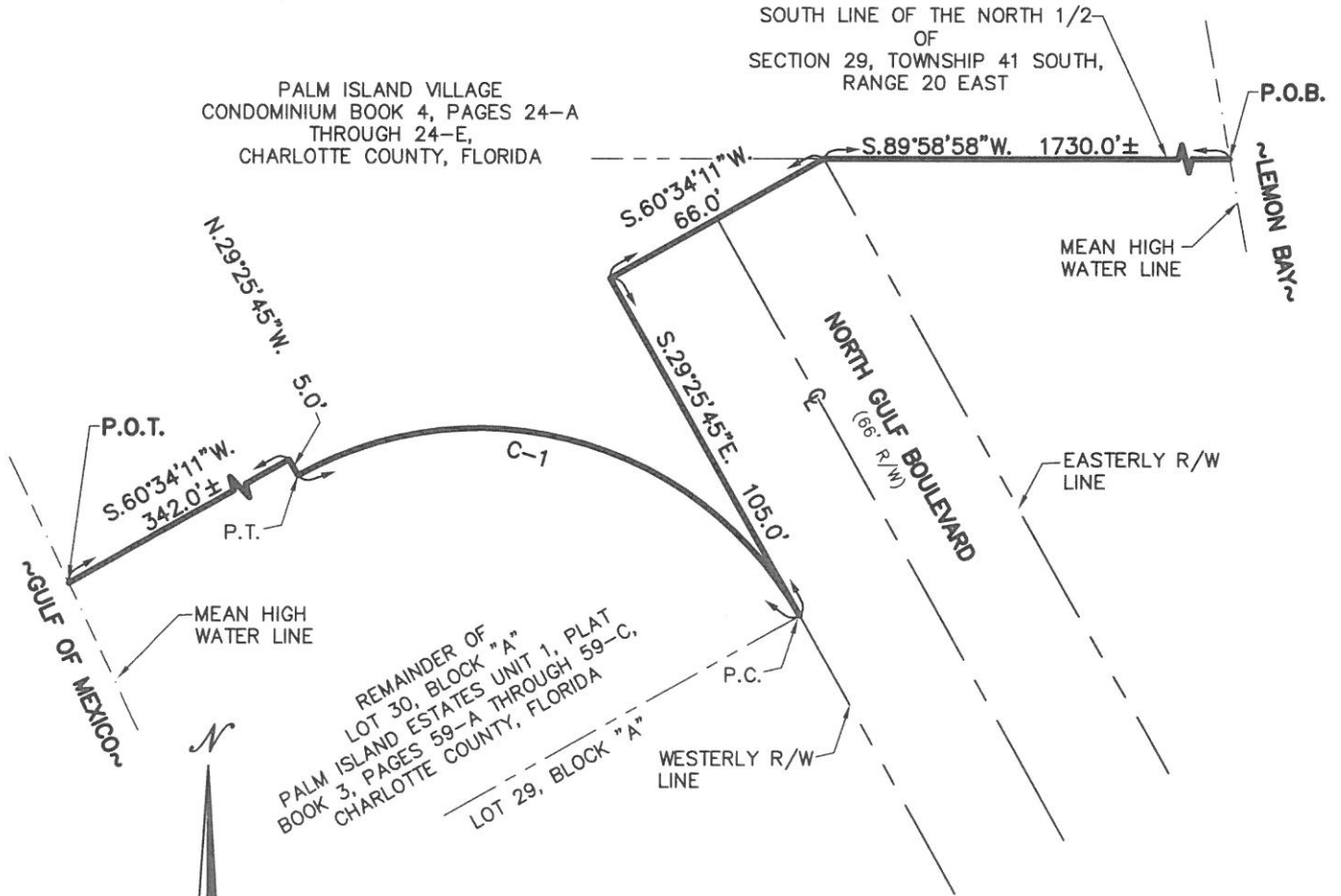
Additions, Deletions, or Reproductions of this survey is prohibited without the written consent of DMK Associates, Inc.

SHEET 1 OF 3

DATE: _____
 BY: 
 WARREN A. MCLEOD
 LICENSE NUMBER 4855
 STATE OF FLORIDA
 Professional Surveyor and Mapper
 Florida Licensed Surveyor No. 4855
 Land Surveying Business No. 3943

	DMK ASSOCIATES ENGINEERS & SURVEYORS 4315 S. ACCESS ROAD ENGLEWOOD, FL. 34224 TEL: (941) 475-6596 FAX: (941) 475-1881	DATE: 10/12/20	JOB No. 20-0227A	
		SCALE: 1"=50'	DWN. JRM	CK'D WAM
		UPDATES & REV.	DATE	DWN. BY:

SKETCH AND DESCRIPTION:
 (EXHIBIT A)



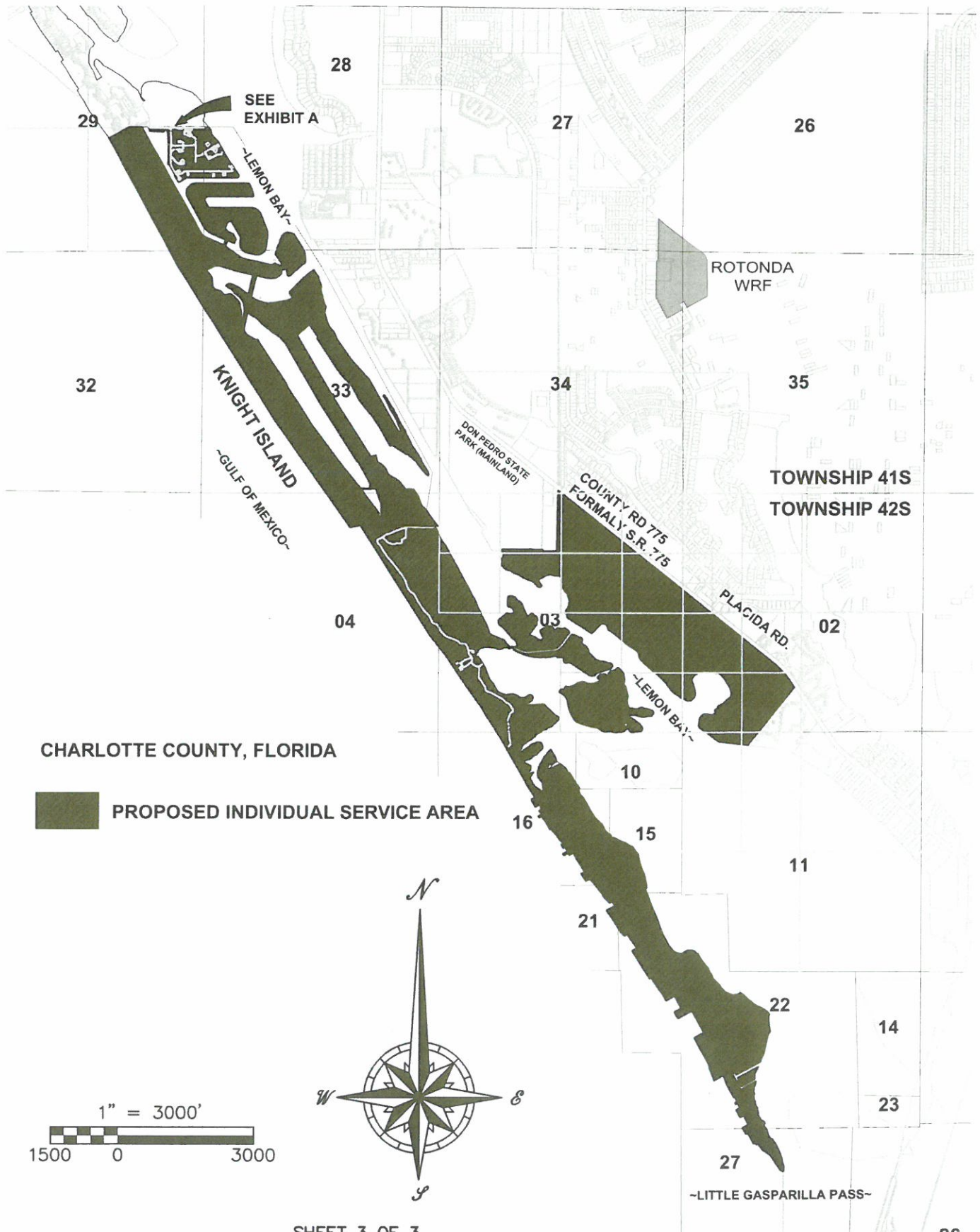
CURVE DATA:
 C-1
 RADIUS= 100.0'(R)(C)
 DELTA= 90°00'00"(R)(C)
 ARC= 157.08'(R)(C)
 CHORD= 141.42'(C)
 CHORD BEARING= N.07°25'45"W.(C)

SHEET 2 OF 3

NOTE:
 1. This is not a boundary survey.
 2. This sketch and description contains two (2) sheets and is intended to be used in its entirety.

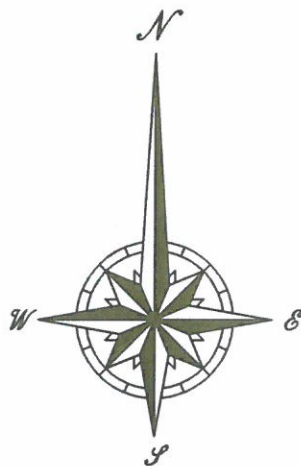
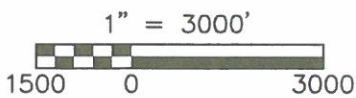
	DMK ASSOCIATES ENGINEERS & SURVEYORS 4315 S. ACCESS ROAD ENGLEWOOD, FL. 34224 TEL: (941) 475-6596 FAX: (941) 475-1881	DATE: 10/12/20	JOB No. 20-0227A	
		SCALE: 1"=50'	DWN. JRM	CK'D WAM
		UPDATES & REV.	DATE	DWN. BY:

SKETCH AND DESCRIPTION: EXHIBIT D



CHARLOTTE COUNTY, FLORIDA

 PROPOSED INDIVIDUAL SERVICE AREA



SHEET 3 OF 3

NOTE:

1. This is not a boundary survey.
2. This sketch and description contains two (2) sheets and is intended to be used in its entirety.



DMK ASSOCIATES
 ENGINEERS & SURVEYORS
 4315 S. ACCESS ROAD
 ENGLEWOOD, FL. 34224
 TEL: (941) 475-6596
 FAX: (941) 475-1881

DATE: 10/12/20	JOB No. 20-0227A		
SCALE: 1"=3000'	DWN. TDM	CK'D	WAM
UPDATES & REV.	DATE	DWN. BY:	

DESCRIPTION:

SKETCH AND DESCRIPTION:

AN INDIVIDUAL SERVICE AREA OVER A PORTION OF LAND LYING IN SECTIONS 2, 3 AND 11, TOWNSHIP 42 SOUTH, RANGE 20 EAST AND SECTION 34, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA. SAID LANDS BEING BOUNDED AS FOLLOWS; (SHOWN ON EXHIBIT "D") BOUNDED ON THE WEST BY GASPARILLA SOUND, BOUNDED ON THE EAST BY THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 775 (FORMALLY STATE ROAD NO. 775)(100 FOOT RIGHT-OF-WAY), BOUNDED ON THE NORTH BY A LINE AS DESCRIBED HEREON AND DEPICTED ON EXHIBIT "B" AND BEING BOUNDED ON THE SOUTH BY A LINE AS DESCRIBED HEREON AND DEPICTED ON EXHIBIT "C".

(EXHIBIT "B" DESCRIPTION)

BEGIN AT A POINT WHERE THE EAST BOUNDARY OF THE SOUTHWEST QUARTER OF SAID SECTION 34, TOWNSHIP 41 SOUTH, RANGE 20 EAST, INTERSECTS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 775, (FORMALLY STATE ROAD NUMBER 775) (AKA PLACIDA ROAD) (100 FEET RIGHT-OF-WAY) THENCE SOUTH 01 DEGREES 01 MINUTES 40 SECONDS WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 27.7 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3, TOWNSHIP 42 SOUTH, RANGE 20 EAST; THENCE CONTINUE SOUTH 01 DEGREES 01 MINUTES 40 SECONDS WEST ALONG SAID EAST BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1320.9 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST, ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1203.0 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF GASPARILLA SOUND AND THE POINT OF TERMINUS OF THE NORTH BOUNDING LINE.

(EXHIBIT "C" DESCRIPTION)

COMMENCE AT A POINT WHERE THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 775, (FORMERLY STATE ROAD NUMBER 775), (AKA PLACIDA ROAD) (100 FEET RIGHT-OF-WAY INTERSECTS THE SOUTHERLY RIGHT-OF-WAY LINE OF GASPER DRIVE AND SHOWN ON THE PLAT OF CAPE HAZE SUBDIVISION OF BLOCK "U", ACCORDING TO THE PLAT THEREOF, AS RECORDED AND PLAT BOOK 4, PAGE 46, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 33 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 775, A DISTANCE OF 10.52 FEET TO THE POINT OF BEGINNING OF SIDE LINE; THENCE SOUTH 38 DEGREES 20 MINUTES 00 SECONDS WEST, ALONG THE SOUTHERLY PLAT LIMITS OF SAID PLAT A DISTANCE OF 1520.0 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF GASPARILLA SOUND AND THE POINT OF TERMINUS OF SAID SOUTH BOUNDING LINE.

SURVEYOR'S NOTATIONS:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY AND IS ONLY INTENDED TO DEPICT THE DESCRIPTION HEREON.
2. BEARINGS ARE BASED ON ASSUMED DATA REFERENCED TO THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 SOUTH, RANGE 20 EAST, BEARING SOUTH 01 DEGREES 01 MINUTES 40 SECONDS WEST.
3. ALL DISTANCES ARE EXPRESSED IN U.S. STANDARD FEET AND DECIMALS THEREOF.
4. THIS SKETCH AND DESCRIPTION CONTAINS TWO (3) SHEETS AND INTENDED TO BE USED IN ITS ENTIRETY.
5. NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR THE EXCLUSIVE USE OF:

JACK BOYER.

LEGEND:

Approx.=Approximate
 (C)=Calculated data
 C.=Chord Length
 C.B.=Chord Bearing D.O.T.=Department of Transportation
 Drain.=Drainage
 Es'mt=Easement
 L.B.=Land Surveying Business O.R.=Official Records
 (P)=Plat data
 (F)=Field data
 P.T.=Point of Tangency
 P.C.=Point of Curve

P.B.=Plat Book
 PG=Page
 P.I.D.=Parcel Identification P.O.B.=Point of Beginning P.O.C.=Point of Commencement
 P.O.T.=Point of Terminus R/W=Right-of-Way
 S.F.=Square Feet
 Util.=Utility
 C.=Centerline
 R=Property Line
 P.R.C.=Point of Reverse Curve P.C.C.=Point of Compound Curve

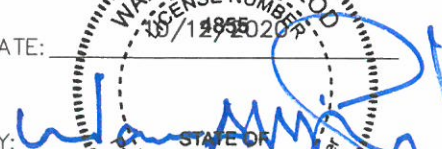
NOTE: "Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper".

Additions, Deletions, or Reproductions of this survey is prohibited without the written consent of DMK Associates, Inc.

SHEET 1 OF 4

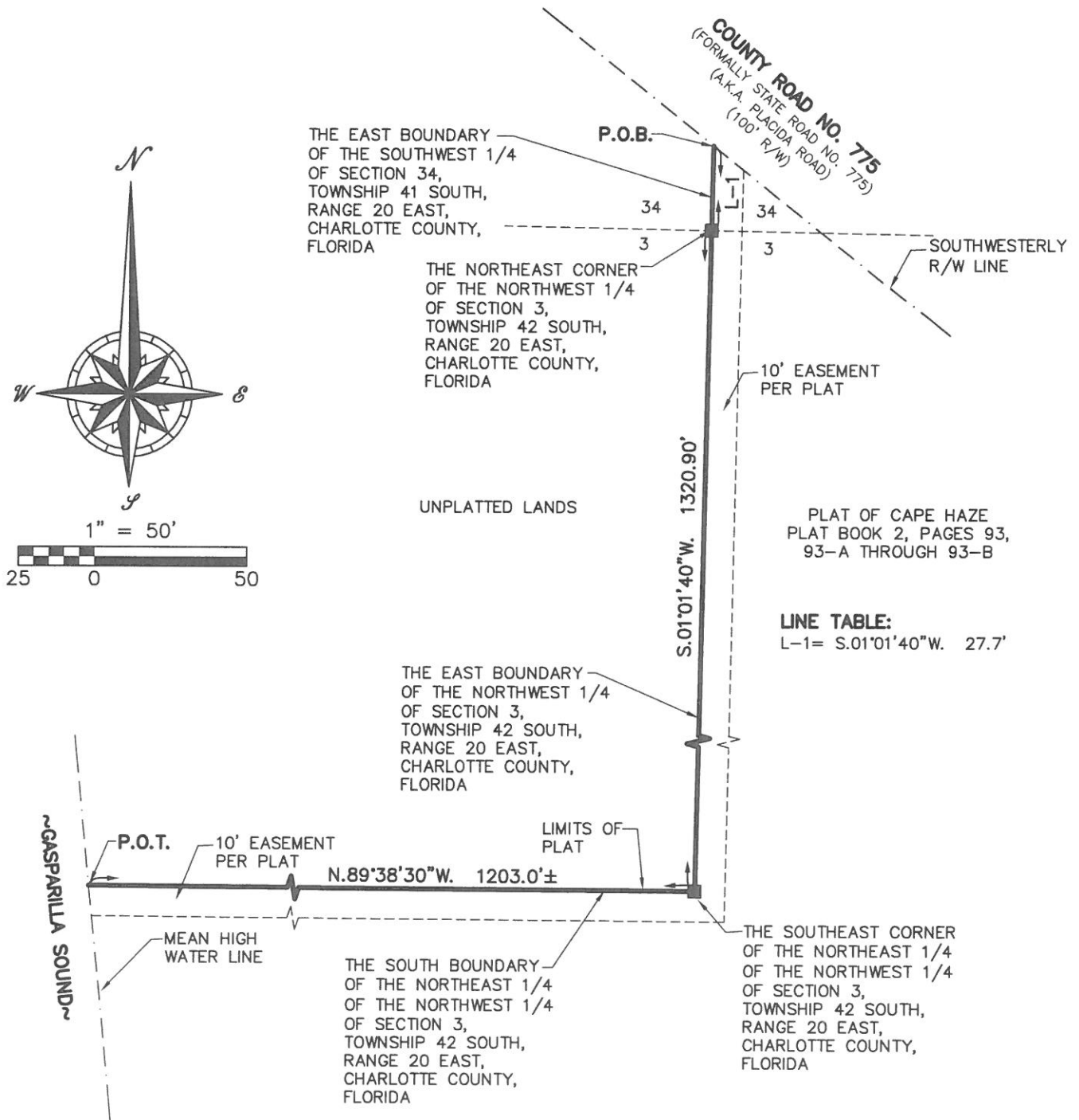


DMK ASSOCIATES
 ENGINEERS & SURVEYORS
 4315 S. ACCESS ROAD
 ENGLEWOOD, FL. 34224
 TEL: (941) 475-6596
 FAX: (941) 475-1881

DATE: _____
 BY: 
 WARREN A. MCLEOD
 STATE OF FLORIDA
 Professional Surveyor and Mapper
 Florida Licensed Surveyor No. 4855
 Land Surveying Business No. 3943

DATE: 10/12/20	JOB No. 20-0227B
SCALE: 1"=50'	DWN. JRM CK'D WAM
UPDATES & REV.	DATE DWN. BY:

SKETCH AND DESCRIPTION:
 EXHIBIT "B"

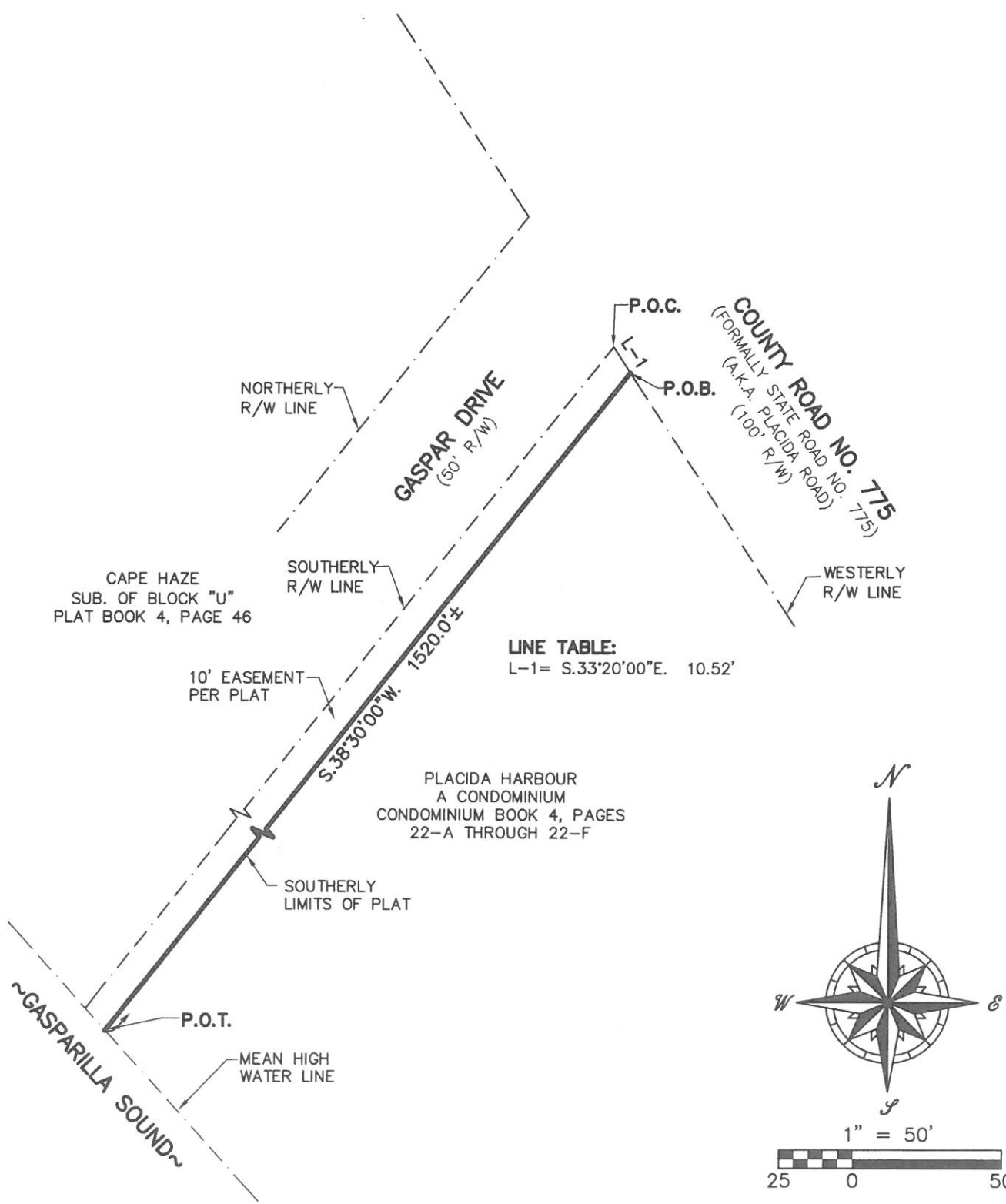


SHEET 2 OF 4

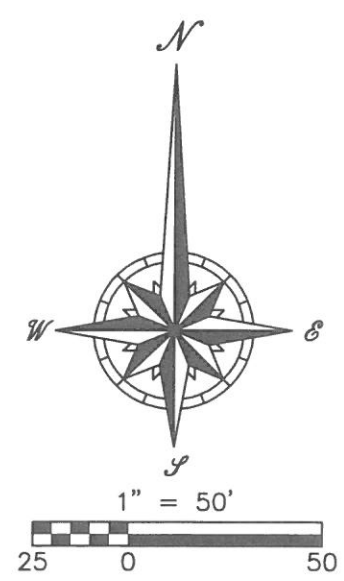
NOTE:
 1. This is not a boundary survey.
 2. This sketch and description contains two (2) sheets and is intended to be used in its entirety.

	DMK ASSOCIATES <small>ENGINEERS & SURVEYORS</small>		DATE: 10/2/20	JOB No. 20-0227B	
	4315 S. ACCESS ROAD ENGLEWOOD, FL. 34224		SCALE: 1"=50'	DWN. JRM CK'D WAM	
	TEL: (941) 475-6596 FAX: (941) 475-1881		UPDATES & REV.	DATE	DWN. BY:

SKETCH AND DESCRIPTION:
 EXHIBIT "C"



LINE TABLE:
 L-1 = S.33°20'00"E. 10.52'

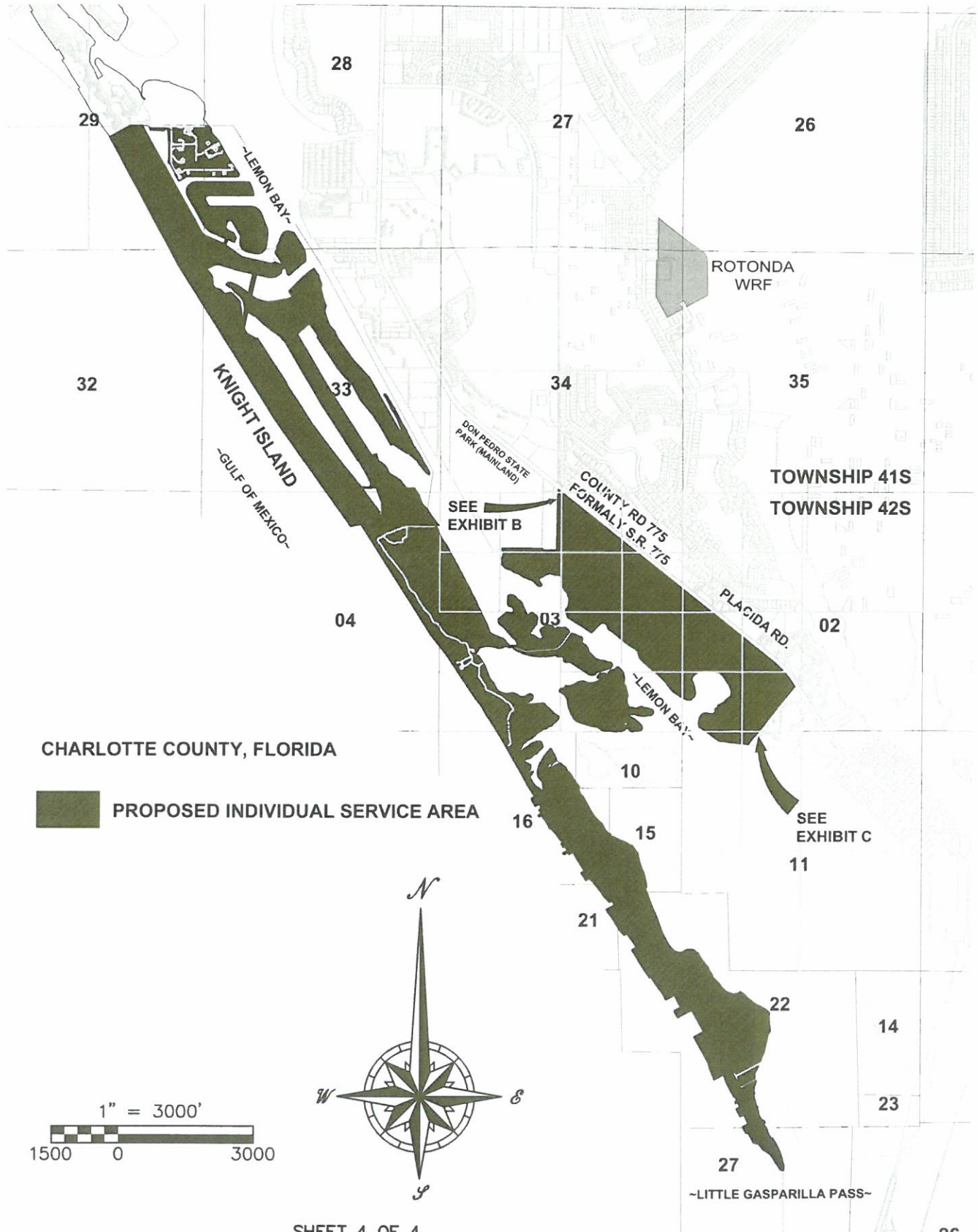


SHEET 3 OF 4

NOTE:
 1. This is not a boundary survey.
 2. This sketch and description contains two (2) sheets and is intended to be used in its entirety.

	DMK ASSOCIATES <small>ENGINEERS & SURVEYORS</small>		DATE: 10/12/20	JOB No. 20-0227B	
	4315 S. ACCESS ROAD ENGLEWOOD, FL. 34224		SCALE: 1"=50'	DWN. JRM	CK'D WAM
	TEL: (941) 475-6596 FAX: (941) 475-1881		UPDATES & REV.	DATE	DWN. BY:

SKETCH AND DESCRIPTION: EXHIBIT D



CHARLOTTE COUNTY, FLORIDA

 PROPOSED INDIVIDUAL SERVICE AREA

SHEET 4 OF 4

NOTE:
 1. This is not a boundary survey.
 2. This sketch and description contains two (2) sheets and is intended to be used in its entirety.


	DMK ASSOCIATES <small>ENGINEERS & SURVEYORS</small> 4315 S. ACCESS ROAD ENGLEWOOD, FL. 34224 TEL: (941) 475-6596 FAX: (941) 475-1881	DATE: 10/12/20	JOB No. 20-0227B		
		SCALE: 1"=3000'	DWN. TDM	CK'D	WAM
		UPDATES & REV.	DATE	DWN. BY:	

EXHIBIT H
[Line Capacities]

Proposed Low Pressure Pipe Capacity
(assuming max velocity of 8 ft./sec)

Diameter	ERC's sewer
3"	60
4"	480
6"	960
8"	2240

EXHIBIT “I”
[Proposed Notice]

**NOTICE OF APPLICATION FOR ORIGINAL CERTIFICATE OF
AUTHORIZATION AND INITIAL RATES AND CHARGES
FOR WASTEWATER SERVICE**

Docket No. 2020____-SU - Application for certificate to provide wastewater service in Charlotte County by Environmental Utilities, LLC.

Notice is hereby given on the ____ day of October, 2020, pursuant to Section 367.045, Florida Statutes, and Section 25-30.030, Florida Administrative Code, of the Application for Original Wastewater Certificate in Charlotte County by Environmental Utilities, LLC. The Certificate will authorize Environmental Utilities, LLC. to provide wastewater service in Sections 28, 29, 32 and 33, Township 41 South, Range 20 East, in Sections 3, 4, 10, 15, 16, 21, 22 and 27 in Township 42 South, Range 20 East, which consists of the barrier islands of Little Gasparilla Island, Don Pedro Island, and Knight Island, and in Sections 2, 3, and 11 in Township 42 South, Range 20 East, and Section 34 in Township 41 South, Range 20 East, which consists of Cape Haze on the mainland, all in Charlotte County This legal description has been simplified and to obtain a copy of the exact legal description please contact Martin Friedman at 407-310-2077 or mfriedman@deanmead.com.

Any objections to the Application must be made in writing and filed with the Commission Clerk, Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than 30 days from the date of this Notice, with a copy to Martin S. Friedman, Esquire, Dean Mead, 420 S. Orange Ave., Suite 700, Orlando, Florida 32801. The objection must state the grounds for the objection with particularity.

Environmental Utilities, LLC.
Post Office Box 7
Placida, Florida 33946
lgwu777@yahoo.com
Phone (941) 626-8294

WASTEWATER TARIFF

ENVIRONMENTAL UTILITIES, L.L.C.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

ENVIRONMENTAL UTILITIES, L.L.C.

NAME OF COMPANY

P. O. BOX 7

PLACIDA, FL 33946

(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

JACK BOYER

ISSUING OFFICER

MANAGER

TITLE

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	7.0
Service Availability Policy and Charges	17.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.1

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER: _____

COUNTY: Charlotte

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number
20200226-SU

Filing Type
Original Certificate

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

AN INDIVIDUAL SERVICE AREA OVER A PORTION OF THE FOLLOWING DESCRIBED LANDS, LYING IN THE FOLLOWING DESCRIBED FRACTIONAL SECTIONS OF LAND:

SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 29, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 32, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 33, TOWNSHIP 41 SOUTH, RANGE 20 EAST, SECTION 3, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 4, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 10, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 15, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 16, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 21, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 22, TOWNSHIP 42 SOUTH, RANGE 20 EAST, SECTION 27, TOWNSHIP 42 SOUTH, RANGED 20 EAST, CHARLOTTE COUNTY, FLORIDA, SAID LANDS BEING BOUNDED ON THE WEST BY THE GULF OF MEXICO, BOUNDED ON THE EAST BY LEMON BAY AND GASPARILLA SOUND, BOUNDED OF THE SOUTH BY LITTLE GASPARILLA PASS AND BOUNDED ON THE NORTH BY THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29 THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 2717.15 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF SAID SECTION 29 A DISTANCE OF 60 FEET MORE OR LESS TO THE INTERSECTION WITH WESTERLY MEAN HIGH WATER LINE OF LEMON BAY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF SAID SECTION 29, TOWNSHIP 41 SOUTH, RANGE 20 EAST, A DISTANCE OF 1730.0 FEET MORE OR LESS TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH GULF BOULEVARD (66 FOOT RIGHT-OF-WAY) AS SHOWN OF THE PLAT OF PALM ISLAND VILLAGE, A CONDOMINIUM, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN CONDOMINIUM BOOK 4, PAGES 24-A THROUGH 24-E, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 60 DEGREES 34 MINUTES 11 SECONDS WEST, A DISTANCE OF 66.0 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH GULF BOULEVARD; THEN SOUTH 29 DEGREES 25 MINUTES 45 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH GULF BOULEVARD, A DISTANCE OF 105.0 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE IN A NORTHWEST DIRECTION; HAVING A RADIUS DISTANCE OF 100.0 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, WHOSE RADIUS POINT BEARS SOUTH 60 DEGREES, 34 MINUTES 15 SECONDS WEST, A ARC DISTANCE OF 157.08 FT TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH 29 DEGREES, 25 MINUTES 45 SECONDS WEST, A DISTANCE OF 5.0 FT; THENCE SOUTH 60 DEGREES, 34 MINUTES 11 SECONDS WEST, A DISTANCE OF 342.0 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE POINT OF TERMINUS OF SAID LINE.

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) Available	Sheet No.
-------------	------------------	----------------------------------	--------------

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

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 ENVIRONMENTAL UTILITIES, L.L.C..
- 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 disposing of wastewater located on 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 from 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 water 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)

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

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.

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises.....	9.0	12.0
Adjustment of Bills.....	10.0	20.0
Application.....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation.....	8.0	10.0
Continuity of Service.....	8.0	8.0
Customer Billing.....	9.0	15.0
Delinquent Bills.....	10.0	17.0
Evidence of Consumption.....	10.0	22.0
Extensions.....	7.0	6.0
Filing of Contracts.....	10.0	21.0
General Information.....	7.0	1.0
Inspection of Customer's Installation.....	8.0	11.0
Limitation of Use.....	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently.....	9.0	16.0
Tariff Dispute.....	7.0	2.0
Protection of Company's Property.....	9.0	13.0
Refusal or Discontinuance of Service.....	7.0	5.0

(Continued to Sheet No. 6.1)

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

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.

(Continued on Sheet No. 8.0)

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 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.

- 9.0 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 shall be collected directly into the Company's main wastewater lines.

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 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.)

- 10.0 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 change resulting from a violation of this Rule.

- 11.0 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.

(Continued on Sheet No. 9.0)

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No.8.0)

- 12.0 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.
- 13.0 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.
- 14.0 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.
- 15.0 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 utility 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 utility 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.

- 16.0 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 water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 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.
- 18.0 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.
- 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 or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited 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 premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits.....	14.0
General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS.....	13.0

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

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"	\$100.12
3/4"	\$150.18
1"	\$250.29
1 1/2"	\$500.58
2"	\$800.93
3"	\$1,752.04
4"	\$
6"	\$
8"	\$
10"	\$
Charge per 1,000 gallons	\$38.32

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 -

TYPE OF FILING – Original Certificate

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

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 -

Base Facility Charge

All Meter Sizes \$ 100.12

Charge per 1,000 gallons \$ 31.93
10,000 cap

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 -

TYPE OF FILING – Original Certificate

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

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"	358.00	
1"		
1 1/2"		
Over 2"		

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 Rule 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 Rule 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 -

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state 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.

<u>Schedule of Miscellaneous Service Charges</u>	
Initial Connection Charge	<u>\$30.00</u>
Normal Reconnection Charge	<u>\$30.00</u>
Violation Reconnection Charge	\$ Actual Cost (1)
Premises Visit Charge (in lieu of disconnection)	<u>\$30.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE -

TYPE OF FILING – Original Certificate Rates

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

	<u>Sheet Number</u>
Schedule of Charges.....	18.0
Service Availability Policy	17.0

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

SERVICE AVAILABILITY CHARGES

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	21.0

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ORIGINAL SHEET NO. 20.0

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

ENVIRONMENTAL UTILITIES, L.L.C.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

JACK BOYER
ISSUING OFFICER

MANAGER
TITLE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing prefiled testimony has been furnished by E-mail to the following parties this 10th day of September, 2021:

Brad Kelsky, Esquire
1250 S. Pine Island Road, Suite 250
Plantation, FL 33324
bradkelsky@kelskylaw.com
barbarallinas@kelskylaw.com

Guy L. Hurst
7153 Regina Dr.
Englewood, FL 34224
retiringtoecuador@gmail.com

[Linda Cotherman](mailto:Linda.Cotherman)
P. O. Box 881
Placida, FL 33946
lcotherman@yahoo.com

Jennifer Crawford, Esquire
Stephanie-Jo Osborn, Esquire
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
sosborn@psc.state.fl.us
jcrawfor@psc.state.fl.us

Little Gasparilla Island Property Owners
Association, Inc.
P.O. Box 3643
Placida, FL 33946
richardleydonjr@gmail.com
twrhonda@gmail.com
bdwyer31@yahoo.com
Joseph.bokar@case.edu
oranges@embarqmail.com
lgicarts@gmail.com
jltremblay@verizon.net

/s/ Martin S. Friedman
Martin S. Friedman