

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application for Original  
Certificate of Authorization and Initial  
Rates and Charges for Wastewater Service  
in Orange County, Florida by Gulfstream  
Utility LLC

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DOCKET NO.: 20210191-SU

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

Gulfstream Utility LLC (“Applicant” or “Utility”), by and through its undersigned attorneys and pursuant to Sections 367.031 and 367.045, Florida Statutes, and Rule 25-30.034, Florida Administrative Code, hereby applies for an original certificate to operate a wastewater utility in Orange County, and submits the following information:

**PART I. APPLICANT INFORMATION**

- A. Full name and address and telephone number of the Applicant:

Gulfstream Utility LLC  
27777 Franklin Road, Suite 200  
Southfield, MI 48034  
Phone: 248-208-2500  
Federal Employer ID number: 62-1370068  
Fax number: N/A  
Email: [jhoekstra@suncommunities.com](mailto:jhoekstra@suncommunities.com)

- B. Name, address, telephone number and email address of Applicant’s counsel:

F. Marshall Deterding, Esq.  
Sundstrom & Mindlin, LLP  
2548 Blairstone Pines Drive  
Tallahassee, FL 32301  
Phone: (850) 877-6555  
[mdeterding@sfflaw.com](mailto:mdeterding@sfflaw.com)

C. The Applicant is a Michigan limited liability corporation created on July 14, 2021; ID number 802704170. A copy of the Applicant's Filing Endorsement and a copy of Articles of Organization are attached hereto as Exhibit A. The Utility has elected to be taxed as a "flow through" limited liability corporation for tax purposes.

D. (1) The names and address of the Registered Agent is as follows:

Gary A. Shiffman  
27777 Franklin Road, Suite 200  
Southfield, MI 48034

(2) The sole shareholder of the Applicant is:

Asset Investors Operating Partnership, LP  
27777 Franklin Road, Suite 200  
Southfield, MI 48034

**Part II. ORIGINAL CERTIFICATE REQUESTING INITIAL RATES**

**A. DESCRIPTION OF SERVICE**

This Application is for a certificate to provide wastewater service. Applicant intends to continue to provide wastewater utility services within the Gulfstream Harbor Mobile Home Park which is the proposed service territory.

**B. BACKGROUND**

In 2014, Sun Communities, Inc., through its subordinates and affiliates, was the owner of three PSC regulated utility systems. During late 2014 and early 2015, in a large merger transaction, Sun Communities acquired over 100 mobile home and RV parks in states throughout the US. Among those acquired were several mobile home and RV parks throughout the State of Florida. Three of those Florida mobile home parks had existing PSC regulated water and/or wastewater systems. Those are the Plantation Landings, Fairfield Village and Sunlake Estates systems. Applications for transfer of those systems to the new owners under the Sun Communities umbrella

of entities were filed with the Commission in 2015 and approved late that year. At the time of acquisition of the Gulfstream system, as part of that larger transaction, the prior owners had not registered the system with the PSC as regulated utility. Sun Communities representatives therefore assumed that the Gulfstream water and wastewater utility systems were appropriately exempt from PSC regulation as were most of the systems then acquired. In recent months, the management of Sun Communities has questioned whether the Gulfstream Harbor Mobile Home Park's water and wastewater systems should be regulated by the PSC.

Upon further investigation, it was determined that the Gulfstream Harbor water system which is served solely by a bulk arrangement with Orange County is not regulated because the utility charges less for water service to the individual residents of the community than it pays in bulk charges to Orange County. However, the wastewater service to the Gulfstream Harbor community is provided approximately half by bulk wastewater treatment purchased from Orange County and half by service provided through Gulfstream Harbor's own wastewater treatment plant. While the previous owners and Sun Communities have both always charged significantly less for wastewater service than the combined cost to provide that service, Sun Communities determined in recent months that the system does qualify as a regulated utility. As such, we are seeking to certificate the system under PSC jurisdiction for the first time and to establish initial rates and charges for such wastewater service with a blended rate based upon the cost of both bulk wastewater service from Orange County, and out of pocket costs for wastewater service provided by Gulfstream Harbor's own wastewater treatment plant.

#### C. NEED FOR SERVICE

There is a continuing need for service to the approximately 976 mobile home connections within the Gulfstream Harbor Mobile Home Park and to those minor areas not yet fully developed

within the Gulfstream Harbor community.

D. FINANCIAL ABILITY

1. The Applicant has never been operated as a separate operating unit but instead has been operated as a part of the overall mobile home park. As such, there are no financial statements for the Applicant at present. The Utility is being organized as a separate entity on a going forward basis and will begin keeping books in accordance with the NARUC system of accounts as a separate utility entity.

2. To demonstrate financial ability of the Applicant to provide service, Sun Communities, Inc., the ultimate parent company of the Utility, has operated three regulated systems in Florida for over twenty years and three others for over six years. The ultimate parent company is a publicly traded company with more than adequate financial ability to provide any and all funding needed for the Utility as and when needed. The Gulfstream Harbor mobile home park is currently at or near buildout and therefore the need for additional infusion of capital is anticipated to be minimal over the remaining life of the Utility system.

Attached hereto as Exhibit B is a copy of the balance sheet for Sun Communities, Inc. and an Affidavit from the ultimate parent company indicating its intention to provide funding to the Utility as and when needed in the future.

E. TECHNICAL ABILITY

As indicated above, Sun Communities and its subordinate entities have operated six PSC regulated utility systems for many years and have demonstrated technical ability to provide service to their customers. Gulfstream Harbor has enlisted contract operations and maintenance personnel through US Water Services Corporation for many years and intends to continue to do so for operations of its wastewater system in the future.

1. A copy of the current permit from the Department of Environmental Regulation is attached hereto as Exhibit C.

2. A copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report is attached hereto as Exhibit D. There is no recent correspondence with DEP, the county health department, or the water management district or any consent orders or warning letters to the Utility for the past five years and as such none are attached.

F. PROPOSED SERVICE AREA

1. Attached hereto as Exhibit E is a legal description of the proposed service territory in a format described in Rule 25-30.029, FAC.

2. An official county tax assessment map or other map showing township, range and section with a scale of 1" equals 200 feet or 1" equals 400 feet with the proposed territory plotted thereon consistent with the legal description provided is attached hereto as Exhibit F.

3. 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 paragraph 1 above, of sufficient scale and detail to enable correlation with the description of the territory proposed to be served is attached hereto as Exhibit G.

G. CUSTOMERS TO BE SERVED

1. The Utility is currently serving approximately 976 residential mobile homes as well as a two general service club houses. There is the potential for an additional 38 mobile home sites to be developed. But no plans or timetable current exists for the addition of those customers. A detailed description of the customers currently served by customer class and meter size (including a description of the type of customers currently served and anticipated to be served) is attached

hereto as Exhibit H. The Utility does not anticipate any significant increase in customers in the future as the system is at or close to buildout.

2. There are no requests for service as the entire service territory has been served for approximately 40 years and is a mobile home park which is at buildout and owned by a related party to the Utility.

3. The land use designation for the proposed service territory has not changed throughout the period of time which the Utility has served the territory and is appropriately zoned and approved for the mobile home park which has existed for approximately 40 years. Therefore, no revisions to the comp plan are required. And there are no land use or environmental restrictions imposed by governmental authorities.

#### H. CONTINUOUS USE OF TREATMENT PLANT LAND

The predecessor to the Applicant began providing service to customers within the service territory in approximately 1980 upon development of the mobile home park. The current owner began providing service immediately after acquisition of the mobile home park in 2015. The Utility has entered into a long-term land lease with the related party land owner for the property on which the wastewater treatment facility is located. This document will be recorded and a copy of the recorded document provided to the PSC upon approval and granting of the certificate. A copy of the proposed lease is attached as Exhibit I.

#### I. WASTEWATER TREATMENT METHOD AND CAPACITY

1. Wastewater treatment is provided through a combination of bulk service provided by Orange County and through a treatment plant operated by the Applicant Utility which provides wastewater service through Extended Aerator method of wastewater treatment and rapid

infiltration basin method of effluent disposal. The capacity of the wastewater treatment facility operated and maintained by the Applicant is 100,000 GPD.

#### H. PROPOSED BASE FACILITY RATES AND CHARGES

1. Since the Utility is already at or close to buildout, the Utility has prepared a cost of service study based upon service to existing customers and the estimated historic cost of facilities and actual cost of providing service. The rates in this cost study are based upon a blending of the cost of bulk service and the cost of operation of the wastewater treatment plant operated by the Utility.

2. There are no contributions-in-aid-of-construction associated with this project as it is a rental mobile home park and all lots are owned by the related party mobile home park owner.

3. The cost study and development of rates is attached as Exhibit J and includes the actual capital structure of the parent company, Sun Communities, Inc., which is the ultimate source of capital.

4. The cost study includes the complete operating expenses for the Utility at its current operation level which is at full capacity and buildout of the mobile home park.

5. The cost study shows how the proposed rates were developed. The actual capital structure utilizing a return on equity based on the current leverage formula.

6. No service availability charges are proposed as there is no ownership of facilities by individual mobile home owners and the system is at build out. Therefore, there will be no service availability charges imposed. However, the proposed tariff includes standard meter installation fees and miscellaneous service charges proposed for the Utility.

7. A schedule showing how the customer deposits and miscellaneous service charges were developed is attached hereto as part of the original cost study.

I. THREE YEAR PHASE IN OF RATES

1. Because the increase in rates from those currently existing to compensatory rates will be significant the Applicant proposes to phase in the increase in rates over a three-year period. The Applicant proposes to accomplish this by submitting to the Commission three equal rate increases combined with the annual index filing with the Commission each year for the next three years. The first phase will be implemented upon approval of this Application after notice to customers along with the 2022 index. The second phase will be implemented in spring to summer of 2023, along with that year's index and the third and final phase will be implemented in the spring to early summer of 2024, along with the 2024 index.

2. The proposed three-year phasing of increased rates to arrive at compensatory rates are outlined in Exhibit K attached hereto. Those proposed increases do not include the additional increase that will be implemented each of those three years for the then approved index.

J. TARIFFS

Attached hereto as Exhibit L is a tariff containing all rate classification charges and rules and regulations consistent with the requirements of Chapter 25-9, FAC.

K. NOTICE

1. The Applicant hereby requests a list of entities entitled to notice under Section 25-30.030 (2), FAC.

2. The Utility has attached as Exhibit M the proposed form of the Notice it intends to distribute.

L. FILING FEE

The proposed wastewater system has a capacity to serve between 500 and 2,000 ERCs and as such a filing fee of \$1,500 has been provided with this Application.

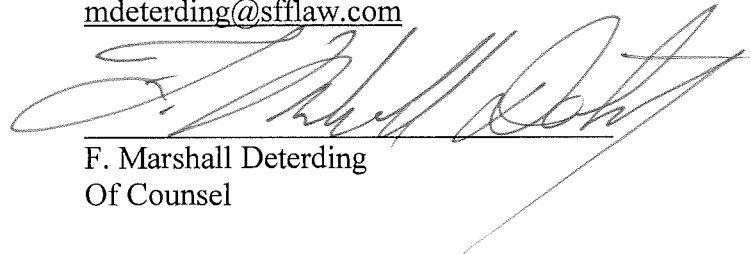


WHEREFORE, Applicant, Gulfstream Utility, LLC requests that:

1. The Commission staff immediately approve the proposed notice contained in Exhibit M and provide to notice list as required by rule;
2. The Commission approve the implementation of the proposed three phase rates as outlined in Exhibit K; and
3. The Commission grant a certificate to the Applicant to operate a wastewater utility in the territory proposed.

Respectfully submitted on this 15th day of  
December, 2021, by:

SUNDSTROM & MINDLIN, LLP  
2548 Blairstone Pines Drive  
Tallahassee, FL 32301  
Telephone: (850) 877-6555  
[mdeterding@sflaw.com](mailto:mdeterding@sflaw.com)



F. Marshall Deterding  
Of Counsel

**EXHIBIT A**

APPLICANT'S FILING ENDORSEMENT AND A COPY OF ARTICLES OF  
ORGANIZATION

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

**This is to Certify that the** ARTICLES OF ORGANIZATION

**for**

GULFSTREAM UTILITY LLC

**ID Number:** 802704170

**received by electronic transmission on** July 14, 2021 **, is hereby endorsed.**

**Filed on** July 14, 2021 **, by the Administrator.**

**The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.**



**In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of July, 2021.**

*Linda Clegg*

**Linda Clegg, Director**

**Corporations, Securities & Commercial Licensing Bureau**

**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

**ARTICLES OF ORGANIZATION**  
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

**Article I**

The name of the limited liability company is:

GULFSTREAM UTILITY LLC

**Article II**

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

**Article III**

duration of the limited liability company if other than perpetual is:

PERPETUAL

**Article IV**

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: GARY A. SHIFFMAN  
2. Street Address: 27777 FRANKLIN ROAD  
Apt/Suite/Other: SUITE 200  
City: SOUTHFIELD  
State: MI Zip Code: 48034

3. Registered Office Mailing Address:

P.O. Box or Street Address: 27777 FRANKLIN ROAD  
Apt/Suite/Other: SUITE 200  
City: SOUTHFIELD  
State: MI Zip Code: 48034

**Article V**

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE LIMITED LIABILITY COMPANY WILL BE MEMBER MANAGED. THE ORGANIZER OF THE COMPANY WILL NOT BE A MEMBER OF THE COMPANY UNLESS HE OR SHE EXPRESSLY AGREES TO BECOME A MEMBER.

Signed this 14th Day of July, 2021 by the organizer(s):

Signature	Title	Title if "Other" was selected
Susan R. McMaster	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

**EXHIBIT B**

BALANCE SHEET FOR SUN COMMUNITIES, INC. AND AFFIDAVIT TO PROVIDE  
FUNDING FROM ULTIMATE PARENT COMPANY

**SUN COMMUNITIES, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(In thousands, except per share amounts)

	As of	
	December 31, 2020	December 31, 2019
<b>Assets</b>		
Land	\$ 2,119,364	\$ 1,414,279
Land improvements and buildings	8,480,597	6,595,272
Rental homes and improvements	637,603	627,175
Furniture, fixtures and equipment	447,039	282,874
Investment property	11,684,603	8,919,600
Accumulated depreciation	(1,968,812)	(1,686,980)
Investment property, net (including \$438,918 and \$344,300 for consolidated VIEs at December 31, 2020 and December 31, 2019; see Note 7)	9,715,791	7,232,620
Cash, cash equivalents and restricted cash	98,294	34,830
Marketable securities; (see Note 15)	124,726	94,727
Inventory of manufactured homes	46,643	62,061
Notes and other receivables, net	221,650	157,926
Goodwill	428,833	—
Other intangible assets, net	305,611	66,948
Other assets, net (including \$24,554 and \$23,894 for consolidated VIEs at December 31, 2020 and December 31, 2019; see Note 7)	265,038	152,948
<b>Total Assets</b>	<b>\$ 11,206,586</b>	<b>\$ 7,802,060</b>
<b>Liabilities</b>		
Mortgage loans payable (including \$47,706 and \$46,993 for consolidated VIEs at December 31, 2020 and December 31, 2019; see Note 7)	\$ 3,444,967	\$ 3,180,592
Preferred Equity - Sun NG RV Resorts LLC - mandatorily redeemable (fully attributable to consolidated VIEs; see Note 7)	35,249	35,249
Preferred OP units - mandatorily redeemable	34,663	34,663
Lines of credit and other debt	1,242,197	183,898
Distributions payable	86,988	71,704
Advanced reservation deposits and rent	187,730	133,420
Accrued expenses and accounts payable	148,435	127,289
Other liabilities (including \$21,957 and \$13,631 for consolidated VIEs at December 31, 2020 and December 31, 2019; see Note 7)	134,650	81,289
<b>Total Liabilities</b>	<b>5,314,879</b>	<b>3,848,104</b>
Commitments and contingencies (see Note 16)		
Series D preferred OP units	49,600	50,913
Series F preferred OP units	8,871	—
Series G preferred OP units	25,074	—
Series H preferred OP units	57,833	—
Series I preferred OP units	94,532	—
Other redeemable noncontrolling interests (fully attributable to consolidated VIEs; see Note 7)	28,469	27,091
<b>Stockholders' Equity</b>		
Common stock, \$0.01 par value. Authorized: 180,000 shares; Issued and outstanding: 107,626 December 31, 2020 and 93,180 December 31, 2019	1,076	932
Additional paid-in capital	7,087,658	5,213,264
Accumulated other comprehensive loss	3,178	(1,331)
Distributions in excess of accumulated earnings	(1,566,636)	(1,393,141)
<b>Total Sun Communities, Inc. stockholders' equity</b>	<b>5,525,276</b>	<b>3,819,724</b>
Noncontrolling interests		
Common and preferred OP units	85,968	47,686
Consolidated VIEs (fully attributable to consolidated VIEs; see Note 7)	16,084	8,542
<b>Total noncontrolling interests</b>	<b>102,052</b>	<b>56,228</b>
<b>Total Stockholders' Equity</b>	<b>5,627,328</b>	<b>3,875,952</b>
<b>Total Liabilities, Temporary Equity and Stockholders' Equity</b>	<b>\$ 11,206,586</b>	<b>\$ 7,802,060</b>

*See accompanying Notes to Consolidated Financial Statements.*

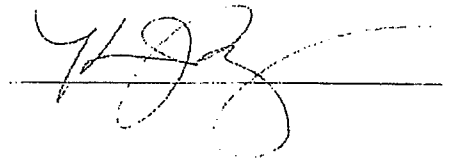
AFFIDAVIT

STATE OF Michigan

COUNTY OF Oakland

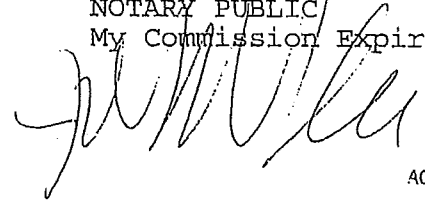
I, Karen Dearing, am the CFO of Sun Communities, Inc. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that Sun Communities, Inc. will provide or assist Gulfstream Utility, LLC in securing necessary funding to meet all reasonable capital needs and any operating deficits of the utility which may arise as the result of the utility's operation of a certificated wastewater utility in its PSC certificated service territory. Such funding will be provided on an as and when needed basis.

FURTHER AFFIANT SAYETH NAUGHT.



Sworn to and subscribed before me this 19 day of October, 2021, by Karen Dearing, who is personally known to me.

Julie M Woodhouse  
Print Name  
NOTARY PUBLIC  
My Commission Expires:



JULIE M. WOODHOUSE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Jul 31, 2022  
ACTING IN COUNTY OF Oakland

**EXHIBIT C**





# FLORIDA DEPARTMENT OF Environmental Protection

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

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

In the Matter of an  
Application for Permit by:

Sun Communities, Inc.  
John B McLaren  
27777 Franklin Road Suite 200  
Southfield, Michigan 48034-2337

File Number FLA010835-007-DW3P  
Orange County  
Gulfstream Harbor WWTF

## NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA010835 to operate the Gulfstream Harbor WWTF, issued under Chapter 403, Florida Statutes.

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

## NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;

- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a), F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point-of-entry.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

**Judicial Review**

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

**EXECUTION AND CLERKING**

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Reggie Phillips  
Environmental Administrator  
Permitting and Waste Cleanup Program

**Attachment(s):**

1. Permit No. FLA010835
2. DMR
3. SOB

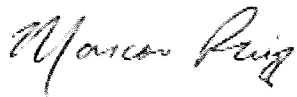
**CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

FDEP: Allison Chancy, Dennise Judy, Reggie Phillips, Lindsey Brewer  
W. Murray Blackman, P.E., DMN Engineering & Associates, Inc.,  
dnengineering@embarqmail.com

**FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

June 2, 2020  
Date



# FLORIDA DEPARTMENT OF Environmental Protection

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

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**  
Sun Communities, Inc.

**RESPONSIBLE OFFICIAL:**  
John B McLaren  
27777 Franklin Road Suite 200  
Southfield, Michigan 48034-2337  
(248) 208-2500  
jmclaren@suncommunities.com

**PERMIT NUMBER:** FLA010835  
**FILE NUMBER:** FLA010835-007-DW3P  
**ISSUANCE DATE:** June 2, 2020  
**EFFECTIVE DATE:** September 15, 2020  
**EXPIRATION DATE:** September 14, 2025

**FACILITY:**

Gulfstream Harbor WWTF  
4505 S Goldenrod Rd  
Orlando, FL 32822-7122  
Orange County  
Latitude: 28°28' 57.27" N Longitude: 81°16' 32.13" W

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

**WASTEWATER TREATMENT:**

This is an existing 0.100 million gallon per day (MGD) design capacity plant with a permitted capacity of 0.099 MGD annual average daily flow (AADF). This facility is an extended aeration domestic wastewater treatment plant consisting of influent screening, aeration, secondary clarification, chlorination and aerobic digestion of biosolids.

**REUSE OR DISPOSAL:**

**Land Application R-001:** An existing 0.099 MGD annual average daily flow permitted capacity rapid infiltration basin (RIB) system with a design capacity of 0.100 MGD. R-001 is a reuse system which consists of two rapid infiltration basins with a total wetted area of 3.16 acres located approximately at latitude 28°28' 55" N, longitude 81°16' 27" W.

**IN ACCORDANCE WITH:** The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 17 of this permit.

PERMITTEE: Sun Communities, Inc.  
 FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
 EXPIRATION DATE: September 14, 2025

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

**A. Reuse and Land Application Systems**

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

Parameter	Units	Max. /Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow (Flow to R-001)	MGD	Max Max	0.099 Report	Annual Average Monthly Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-1	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Monthly Geometric Mean Annual Average Single Sample	Monthly	Grab	EFA-1	See I.A.4 and I.A.5
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-1	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.6
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Monthly	Grab	EFA-1	
Nitrogen, Total	mg/L	Max Max	Report Report	Annual Average Monthly Average	Monthly	Grab	EFA-1	
Phosphorus, Total (as P)	mg/L	Max Max	Report Report	Annual Average Monthly Average	Monthly	Grab	EFA-1	

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

Monitoring Site Number	Description of Monitoring Site
FLW-1	Flow meter at chlorine contact tank
EFA-1	Chlorine contact tank effluent from the flow control box

3. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report to be used to calculate the annual average. All other fecal coliform effluent limitations included in permit condition I.A.1 apply regardless of the number of values reported. [62-600.440(5)(b)]

PERMITTEE: Sun Communities, Inc.  
 FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
 EXPIRATION DATE: September 14, 2025

5. To report the "90th percentile,"
  - a. Place the bacteria results in ascending order (from lowest to highest value) and assign each sample a number, 1 for the lowest value.
  - b. Multiply the total number of samples by 0.9 to determine the 90th percentile level.
  - c. Report the value of the sample that corresponds to the 90th percentile level (e.g., 10 samples x 0.9 = 9, report the value of the 9th sample). If the 90th percentile level is not a whole number, rounding or interpolation should be used to determine the 90th percentile. When rounding, round down to the nearest whole number if the decimal is 0.4 or lower, and round up to the nearest whole number if the decimal is 0.5 or higher (e.g., 12 samples x 0.9 = 10.8, report the value of the 11th sample if rounding).

[62-600.440(5)(a)3]

6. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.510][62-600.440(5)(c) and (6)(b)]

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

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

Parameter	Units	Max. /Min	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow (Flow thru plant)	MGD	Max Max Max	0.099 Report Report	Annual Average 3-Month Rolling Average Monthly Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-1	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-1	See I.B.3

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

Monitoring Site Number	Description of Monitoring Site
INF-1	Raw influent flow located immediately prior to bar screen entrance
CAL-1	Calculated from daily flows
FLW-1	Flow meter at chlorine contact tank

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-600.660(4)(a)]
4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
5. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600,

PERMITTEE: Sun Communities, Inc.  
 FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
 EXPIRATION DATE: September 14, 2025

F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:

- a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
- b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
- c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

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

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

6. The permittee shall provide safe access points for obtaining representative samples which are required by this permit. [62-600.650(2)]
7. **Monitoring requirements under this permit are effective on November 1, 2020.** Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28 <sup>th</sup> day of following month
Once Every Two Months	January 1 - February 28/29 March 1 - April 30 May 1 - June 30 July 1 - August 31 September 1 - October 31 November 1 - December 31	March 28 May 28 July 28 September 28 November 28 January 28
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

PERMITTEE: Sun Communities, Inc.  
 FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
 EXPIRATION DATE: September 14, 2025

The permittee may submit either paper or electronic DMR forms. If submitting electronic DMR forms, the permittee shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed DMR forms using the DEP Business Portal at <https://www.fldeportal.com/go/>. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

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

[62-620.610(18)][62-600.680(1)]

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

**Electronic submittal is preferred, by sending to DEP\_CD@dep.state.fl.us.**

Florida Department of Environmental Protection  
 Central District  
 3319 Maguire Blvd  
 Suite 232  
 Orlando, Florida 32803-3767  
 Phone Number - (407) 897-4100

[62-620.305]

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

## II. BIOSOLIDS MANAGEMENT REQUIREMENTS

### A. Basic Requirements

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

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



PERMITTEE: Sun Communities, Inc.  
 FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
 EXPIRATION DATE: September 14, 2025

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

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

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

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Calculated based on volume and estimated percent capacity.

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

**B. Disposal**

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

**C. Transfer**

- The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
- The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source facility	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling firm	

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

[62-640.880(4)]

PERMITTEE: Sun Communities, Inc.  
 FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
 EXPIRATION DATE: September 14, 2025

**D. Receipt**

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

**III. GROUND WATER REQUIREMENTS**

**A. Construction Requirements**

1. The permittee shall give at least 72-hour notice to the Department's Central District Office, prior to the installation of any monitoring wells. [62-520.600(6)(h)]
2. Before construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location to properly determine monitoring well specifications such as well depth, screen interval, screen slot, and filter pack. [62-520.600(6)(g)]
3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's Central District Office well completion reports and soil boring/lithologic logs on the attached DEP Form(s) 62-520.900(3), Monitoring Well Completion Report. [62-520.600(6)(j) and .900(3)]
4. All piezometers and monitoring wells not part of the approved ground water monitoring plan shall be plugged and abandoned in accordance with Rule 62-532.500(5), F.A.C., unless future use is intended. [62-532.500(5)]

**B. Operational Requirements**

1. For the Part IV land application system(s), all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for Land Application Site R-001 shall extend horizontally 100 feet from the application site and vertically to the base of the surficial aquifer. [62-520.200(27)] [62-520.465]
2. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. [62-520.400 and 62-520.420(4)]
3. If the concentration for any constituent listed in Permit Condition III.6. in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative background quality shall be the prevailing standard. [62-520.420(2)]
4. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.5., below in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. [62-520.600] [62-610.510]
5. The following monitoring wells shall be sampled for Reuse System R-001 located at Land Application Site RIB-001.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	Well Type	New or Existing
MWC-1	GULFSTREAM MHP WWTP/MW-1 COMPLIANCE	28°28' 58"	81°16' 32"	12	Surficial	Compliance	Existing
MWC-2	GULFSTREAM MHP WWTP/MW-2 COMPLIANCE	28°28' 58"	81°16' 25"	12	Surficial	Compliance	Existing

PERMITTEE: Sun Communities, Inc.  
 FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
 EXPIRATION DATE: September 14, 2025

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	Well Type	New or Existing
MWC-3	GULFSTREAM MHP WWTP/MW-3 COMPLIANCE	28°28' 50"	81°16' 26"	12	Surficial	Compliance	Existing
MWC-4	GULFSTREAM MHP WWTP/MW-4 COMPLIANCE	28°28' 52"	81°16' 29"	12	Surficial	Compliance	Existing

[62-520.600] [62-610.510]

6. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.5.:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	ft	In Situ	Quarterly
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Quarterly
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Quarterly
Chloride (as Cl)	250	mg/L	Grab	Quarterly
Coliform, Fecal	4	#/100mL	Grab	Quarterly
pH	6.5-8.5	s.u.	Grab	Quarterly
Turbidity	Report	NTU	Grab	Quarterly
Sodium, Total Recoverable	160	mg/L	Grab	Quarterly
Trihalomethane, Total by summation	80	ug/L	Grab	Quarterly

[62-520.600(11)(b)] [62-600.670] [62-600.650(3)] [62-520.310(5)]

7. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. [62-520.600(11)(c)] [62-610.510(3)(b)]
8. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. [62-160.210] [62-600.670(3)]
9. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Central District Office as being more representative of ground water conditions. [62-520.310(5)]
10. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.B.7. [62-520.600(11)(b)] [62-600.670] [62-600.680(1)] [62-620.610(18)]
11. If any monitoring well becomes inoperable or damaged to the extent that sampling or well integrity may be affected, the permittee shall notify the Department's Central District Office within two business days from discovery, and a detailed written report shall follow within ten days after notification to the Department. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence or request approval for replacement of the monitoring well. All monitoring well design and replacement shall be approved by the Department's Central District Office before installation. [62-520.600(6)(l)]

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

**A. Part IV Rapid Infiltration Basins**

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518]

PERMITTEE: Sun Communities, Inc.  
FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
EXPIRATION DATE: September 14, 2025

2. The maximum annual average loading rate to the two rapid infiltration basins with a total wetted area of 3.16 acres shall be limited to 1.17 inches per day (as applied to the entire bottom area). *[62-610.523(3)]*
3. The two rapid infiltration basins with a total wetted area of 3.16 acres normally shall be loaded for seven days and shall be rested for seven days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. *[62-610.523(4)]*
4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. *[62-610.523(6) and (7)]*
5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.514 and 62-610.414]*
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

## V. OPERATION AND MAINTENANCE REQUIREMENTS

### A. Staffing Requirements

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

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

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

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

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

### C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
  - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
  - b. Copies of all reports required by this permit for at least three years from the date the report was prepared;
  - c. Records of all data, including reports and documents, used to complete the application for this permit for at least three years from the date the application was filed;

PERMITTEE: Sun Communities, Inc.  
FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
EXPIRATION DATE: September 14, 2025

- d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
- e. A copy of the current wastewater facility permit;
- f. Copies of the current operation and maintenance manuals for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee as required by Chapters 62-600 and 62-604, F.A.C.;
- g. A copy of any required record drawings for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee;
- h. Copies of the licenses of the current certified operators;
- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
- j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

*[62-620.350, 62-604.500, 62-602.650, 62-640.650(4)]*

## VI. SCHEDULES

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

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

## VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

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

## VIII. OTHER SPECIFIC CONDITIONS

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. *[62-610.800(10)]*
2. In the event that the wastewater facilities or equipment, including collection/transmission systems, no longer function as intended, are no longer safe in terms of public health and safety (including inactive or abandoned facilities), or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by paragraphs 62-600.400(2)(a) and 62-604.400(2)(c), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. *[62-600.410(5), 62-604.500(3) and 62-640.400(6)]*

PERMITTEE: Sun Communities, Inc.  
FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
EXPIRATION DATE: September 14, 2025

3. All collection/transmission systems shall be operated and maintained so as to provide uninterrupted service. *[62-604.500(2)]*
4. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
5. Cross-connection, as defined in Rule 62-550.200, F.A.C., between the wastewater facility, including the collection/transmission system, and a potable water system is prohibited. *[62-550.360][62-604.130(3)]*
6. The collection/transmission operation and maintenance manual shall be maintained and revised periodically in accordance with subsection 62-604.500(4), F.A.C., to reflect any alterations performed or to reflect experience resulting from operation. However, a new operation and maintenance manual is not required to be developed for each project if there is already an existing manual that is applicable to the facilities being constructed. *[62-604.500(4)]*
7. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
8. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
  - a. Which may cause fire or explosion hazards; or
  - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
  - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
  - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
  - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.*[62-604.130(5)]*
9. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
10. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
11. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
12. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*

PERMITTEE: Sun Communities, Inc.  
FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
EXPIRATION DATE: September 14, 2025

13. The permittee shall provide notice to the Department of the following:
- a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
  - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility. If pretreatment becomes necessary, this permit may be modified to require the permittee to develop and implement a local pretreatment program in accordance with the requirements of Chapter 62-625, F.A.C.

*[62-620.625(2)]*

#### **IX. GENERAL CONDITIONS**

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*

PERMITTEE: Sun Communities, Inc.  
FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
EXPIRATION DATE: September 14, 2025

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
  - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - b. Have access to and copy any records that shall be kept under the conditions of this permit;
  - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

*[62-620.610(9)]*

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted



PERMITTEE: Sun Communities, Inc.  
FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
EXPIRATION DATE: September 14, 2025

facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]

17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
- A description of the anticipated noncompliance;
  - The period of the anticipated noncompliance, including dates and times; and
  - Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
- Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
  - If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
  - Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
  - Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
  - Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
  - Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]
20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. For noncompliance events related to sanitary sewer overflows or bypass events, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (sanitary sewer overflows or bypass events), type of sewer overflow (e.g., manhole), discharge volumes by the treatment works treating domestic sewage, types of human health and environmental impacts of the sewer overflow event, and whether the noncompliance was related to wet weather. The written submission may be provided electronically using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification").

PERMITTEE: Sun Communities, Inc.  
FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
EXPIRATION DATE: September 14, 2025

Notice required under paragraph (d) may be provided together with the written submission using the Business Portal. All noncompliance events related to sanitary sewer overflows or bypass events submitted after December 21, 2020 shall be submitted electronically.

- a. The following shall be included as information which must be reported within 24 hours under this condition:
  1. Any unanticipated bypass which causes any reclaimed water or the effluent to exceed any permit limitation or results in an unpermitted discharge,
  2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
  3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
  4. Any unauthorized discharge to surface or ground waters.
- b. Oral reports as required by this subsection shall be provided as follows:
  1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
    - a. Name, address, and telephone number of person reporting;
    - b. Name, address, and telephone number of permittee or responsible person for the discharge;
    - c. Date and time of the discharge and status of discharge (ongoing or ceased);
    - d. Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
    - e. Estimated amount of the discharge;
    - f. Location or address of the discharge;
    - g. Source and cause of the discharge;
    - h. Whether the discharge was contained on-site, and cleanup actions taken to date;
    - i. Description of area affected by the discharge, including name of water body affected, if any; and
    - j. Other persons or agencies contacted.
  2. Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1. above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.
- d. In accordance with Section 403.077, F.S., unauthorized releases or spills reportable to the State Watch Office pursuant to subparagraph (b)1. above shall also be reported to the Department within 24 hours from the time the permittee becomes aware of the discharge. The permittee shall provide to the Department information reported to the State Watch Office. Notice of unauthorized releases or spills may be provided to the Department through the Department's Public Notice of Pollution web page at <https://floridadep.gov/pollutionnotice>.
  1. If, after providing notice pursuant to paragraph (d) above, the permittee determines that a reportable unauthorized release or spill did not occur or that an amendment to the notice is warranted, the permittee may submit additional notice to the Department documenting such determination.
  2. If, after providing notice pursuant to paragraph (d) above, the permittee discovers that a reportable unauthorized release or spill has migrated outside the property boundaries of the installation, the

PERMITTEE: Sun Communities, Inc.  
FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
EXPIRATION DATE: September 14, 2025

permittee must provide an additional notice to the Department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.

*[62-620.610(20)] [62-620.100(3)] [403.077, F.S.]*

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

22. Bypass Provisions.

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

*[62-620.610(22)]*

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
  - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
  - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
  - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
  - (2) The permitted facility was at the time being properly operated;
  - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and

PERMITTEE: Sun Communities, Inc.  
FACILITY: Gulfstream Harbor WWTF

PERMIT NUMBER: FLA010835  
EXPIRATION DATE: September 14, 2025

- (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Reggie Phillips  
Environmental Administrator  
Permitting and Waste Cleanup Program

Attachment(s):  
Discharge Monitoring Report  
Monitor Well Completion Report

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

**When Completed submit this report to:** Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Sun Communities, Inc.  
 MAILING ADDRESS: 27777 Franklin Road Suite 200  
 Southfield, Michigan 48034-2337

PERMIT NUMBER: FLA010835-007-DW3P

Effective Date of DMR: November 1, 2020

FACILITY: Gulfstream Harbor WWTF  
 LOCATION: 4505 S Goldenrod Rd  
 Orlando, FL 32822-7122

LIMIT: Final  
 CLASS SIZE: N/A  
 MONITORING GROUP NUMBER: R-001  
 MONITORING GROUP DESCRIPTION: Rapid Infiltration Basins, including influent

REPORT FREQUENCY: Monthly  
 PROGRAM: Domestic

COUNTY: Orange  
 OFFICE: Central District

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

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow (Flow to R-001)	Sample Measurement									
PARM Code 50050 Y Mon. Site No. FLW-1	Permit Requirement	0.099 (An.Avg.)	MGD						5 Days/Week	Flow Totalizer
Flow (Flow to R-001)	Sample Measurement									
PARM Code 50050 1 Mon. Site No. FLW-1	Permit Requirement	Report (Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement									
PARM Code 80082 Y Mon. Site No. EFA-1	Permit Requirement				20.0 (An.Avg.)		mg/L		Monthly	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement									
PARM Code 80082 A Mon. Site No. EFA-1	Permit Requirement			60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 Y Mon. Site No. EFA-1	Permit Requirement				20.0 (An.Avg.)		mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 A Mon. Site No. EFA-1	Permit Requirement			60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

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

FACILITY: Gulfstream Harbor WWTF

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

PERMIT NUMBER: FLA010835-007-DW3P

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement							
PARM Code 74055 Y Mon. Site No. EFA-1	Permit Requirement			200 (An.Avg.)	#/100mL		Monthly	Grab
Coliform, Fecal	Sample Measurement							
PARM Code 74055 A Mon. Site No. EFA-1	Permit Requirement			200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL	Monthly	Grab
pH	Sample Measurement							
PARM Code 00400 A Mon. Site No. EFA-1	Permit Requirement			6.0 (Min.)	8.5 (Max.)	s.u.	5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement							
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement			0.5 (Min.)		mg/L	5 Days/Week	Grab
Nitrogen, Nitrate, Total (as N)	Sample Measurement							
PARM Code 00620 A Mon. Site No. EFA-1	Permit Requirement				12.0 (Max.)	mg/L	Monthly	Grab
Nitrogen, Total	Sample Measurement							
PARM Code 00600 Y Mon. Site No. EFA-1	Permit Requirement			Report (An.Avg.)		mg/L	Monthly	Grab
Nitrogen, Total	Sample Measurement							
PARM Code 00600 A Mon. Site No. EFA-1	Permit Requirement				Report (Mo.Avg.)	mg/L	Monthly	Grab
Phosphorus, Total (as P)	Sample Measurement							
PARM Code 00665 Y Mon. Site No. EFA-1	Permit Requirement			Report (An.Avg.)		mg/L	Monthly	Grab
Phosphorus, Total (as P)	Sample Measurement							
PARM Code 00665 A Mon. Site No. EFA-1	Permit Requirement				Report (Mo.Avg.)	mg/L	Monthly	Grab
Flow (Flow thru plant)	Sample Measurement							
PARM Code 50050 G Mon. Site No. INF-1	Permit Requirement	0.099 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer

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

FACILITY: Gulfstream Harbor WWTF

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

PERMIT NUMBER: FLA010835-007-DW3P

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow (Flow thru plant) PARM Code 50050 P Mon. Site No. INF-1	Sample Measurement										
	Permit Requirement	Report (Mo.Avg.)	Report (3Mo.Avg.)	MGD						5 Days/Week	Flow Totalizer
Percent Capacity, (TMADF/Permitted Capacity) x 100 PARM Code 00180 P Mon. Site No. CAL-1	Sample Measurement										
	Permit Requirement					Report (Mo.Avg.)	percent			Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent) PARM Code 80082 G Mon. Site No. INF-1	Sample Measurement										
	Permit Requirement					Report (Max.)	mg/L			Monthly	Grab
Solids, Total Suspended (Influent) PARM Code 00530 G Mon. Site No. INF-1	Sample Measurement										
	Permit Requirement					Report (Max.)	mg/L			Monthly	Grab

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

**When Completed submit this report to:** Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME:	Sun Communities, Inc.	PERMIT NUMBER:	FLA010835-007-DW3P	Effective Date of DMR:	November 1, 2020
MAILING ADDRESS:	27777 Franklin Road Suite 200 Southfield, Michigan 48034-2337	LIMIT:	Final	REPORT FREQUENCY:	Monthly
FACILITY:	Gulfstream Harbor WWTF	CLASS SIZE:	N/A	PROGRAM:	Domestic
LOCATION:	4505 S Goldenrod Rd Orlando, FL 32822-7122	MONITORING GROUP NUMBER:	RMP-Q		
		MONITORING GROUP DESCRIPTION:	Biosolids Quantity		
		RE-SUBMITTED DMR:	<input type="checkbox"/>		
COUNTY:	Orange	NO DISCHARGE FROM SITE:	<input type="checkbox"/>		
OFFICE:	Central District	MONITORING PERIOD	From: _____ To: _____		

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):



## DAILY SAMPLE RESULTS - PART B

Permit Number:  
Monitoring Period

FLA010835-007-DW3P

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

Facility: Gulfstream Harbor WWTF

Code	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Flow (Flow thru plant) MGD	Flow (Flow to R-001) MGD	Nitrogen, Nitrate, Total (as N) mg/L	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L	Solids, Total Suspended (Influent) mg/L	Solids, Total Suspended mg/L
Mon. Site	80082 INF-1	80082 EFA-1	50060 EFA-1	74055 EFA-1	50050 INF-1	50050 FLW-1	00620 EFA-1	00600 EFA-1	00665 EFA-1	00530 INF-1	00530 EFA-1
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Total											
Mo. Avg.											

**PLANT STAFFING:**

Day Shift Operator      Class: \_\_\_\_\_ Certificate No: \_\_\_\_\_ Name: \_\_\_\_\_

Evening Shift Operator      Class: \_\_\_\_\_ Certificate No: \_\_\_\_\_ Name: \_\_\_\_\_

Night Shift Operator      Class: \_\_\_\_\_ Certificate No: \_\_\_\_\_ Name: \_\_\_\_\_

Lead Operator      Class: \_\_\_\_\_ Certificate No: \_\_\_\_\_ Name: \_\_\_\_\_

## DAILY SAMPLE RESULTS - PART B

Permit Number:  
Monitoring Period

FLA010835-007-DW3P  
From: \_\_\_\_\_

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

Facility: Gulfstream Harbor WWTF

	pH s.u.									
Code	00400									
Mon. Site	EFA-1									
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31										
Total										
Mo. Avg.										

**PLANT STAFFING:**

Day Shift Operator      Class: \_\_\_\_\_ Certificate No: \_\_\_\_\_ Name: \_\_\_\_\_

Evening Shift Operator      Class: \_\_\_\_\_ Certificate No: \_\_\_\_\_ Name: \_\_\_\_\_

Night Shift Operator      Class: \_\_\_\_\_ Certificate No: \_\_\_\_\_ Name: \_\_\_\_\_

Lead Operator      Class: \_\_\_\_\_ Certificate No: \_\_\_\_\_ Name: \_\_\_\_\_

## GROUNDWATER MONITORING REPORT - PART D

Facility Name: Gulfstream Harbor WWTF  
 Permit Number: FLA010835-007-DW3P  
 County: Orange

Monitoring Well ID: MWC-1  
 Well Type: Compliance  
 Description: GULFSTREAM MHP  
 WWTP/MW-1  
 COMPLIANCE

Effective Date of DMR: November 1, 2020  
 Report Frequency: Quarterly  
 Program: Domestic

Office: Central District

Re-submitted DMR:

Monitoring Period From: \_\_\_\_\_ To: \_\_\_\_\_

Date Sample Obtained: \_\_\_\_\_

Time Sample Obtained: \_\_\_\_\_

Was the well purged before sampling? \_\_\_ Yes \_\_\_ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

## GROUNDWATER MONITORING REPORT - PART D

Facility Name: Gulfstream Harbor WWTF  
 Permit Number: FLA010835-007-DW3P  
 County: Orange

Monitoring Well ID: MWC-2  
 Well Type: Compliance  
 Description: GULFSTREAM MHP  
 WWTP/MW-2  
 COMPLIANCE

Effective Date of DMR: November 1, 2020  
 Report Frequency: Quarterly  
 Program: Domestic

Office: Central District

Re-submitted DMR:

Monitoring Period From: \_\_\_\_\_ To: \_\_\_\_\_

Date Sample Obtained: \_\_\_\_\_

Time Sample Obtained: \_\_\_\_\_

Was the well purged before sampling? \_\_\_ Yes \_\_\_ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

## GROUNDWATER MONITORING REPORT - PART D

Facility Name: Gulfstream Harbor WWTF Permit Number: FLA010835-007-DW3P County: Orange  Office: Central District  Monitoring Period: From: _____ To: _____  Was the well purged before sampling? ___ Yes ___ No	Monitoring Well ID: MWC-3  Well Type: Compliance Description: GULFSTREAM MHP WWTP/MW-3 COMPLIANCE  Re-submitted DMR: <input type="checkbox"/>	Effective Date of DMR: November 1, 2020 Report Frequency: Quarterly Program: Domestic  Date Sample Obtained: _____ Time Sample Obtained: _____
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Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

## GROUNDWATER MONITORING REPORT - PART D

Facility Name: Gulfstream Harbor WWTF  
 Permit Number: FLA010835-007-DW3P  
 County: Orange

Monitoring Well ID: MWC-4  
 Well Type: Compliance  
 Description: GULFSTREAM MHP  
 WWTP/MW-4  
 COMPLIANCE

Effective Date of DMR: November 1, 2020  
 Report Frequency: Quarterly  
 Program: Domestic

Office: Central District

Re-submitted DMR:

Monitoring Period From: \_\_\_\_\_ To: \_\_\_\_\_

Date Sample Obtained: \_\_\_\_\_

Time Sample Obtained: \_\_\_\_\_

Was the well purged before sampling? \_\_\_ Yes \_\_\_ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

**INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT**

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28<sup>th</sup> of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign (" $<$ ") followed by the laboratory's MDL value, e.g.  $<0.001$ . A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

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

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

**Resubmitted DMR:** Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

**No Discharge From Site:** Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Sample Measurement:** Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.

**No. Ex.:** Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

**Frequency of Analysis:** The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

**Sample Type:** The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

**Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

**Comment and Explanation of Any Violations:** Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

## PART B - DA SAMPLE RESULTS

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Daily Monitoring Results:** Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

**Plant Staffing:** List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

## PART D - GROUND WATER MONITORING REPORT

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Date Sample Obtained:** Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

**Time Sample Obtained:** Enter the time the sample was taken.

**Sample Measurement:** Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.

**Detection Limits:** Record the detection limits of the analytical methods used.

**Analysis Method:** Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

**Sampling Equipment Used:** Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

**Samples Filtered:** Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

**Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

**Comments and Explanation:** Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

## SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

**Flow (Limited Wet Weather Discharge):** Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

**Flow (Upstream):** Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

**Actual Stream Dilution Ratio:** To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

**No. of Days the SDF > Stream Dilution Ratio:** For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (\*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "\*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

**CBOD<sub>5</sub>:** Enter the average CBOD<sub>5</sub> of the reclaimed water discharged during the period shown in duration of discharge.

**TKN:** Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

**Actual Rainfall:** Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

**Rainfall During Average Rainfall Year:** On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

**No. of Days LWWD Activated During Calendar Year:** Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

**Reason for Discharge:** Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.



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

PERMIT NUMBER: FLA010835-007  
FACILITY NAME: Gulfstream Harbor MHP  
FACILITY LOCATION: 4505 S Goldenrod Rd, Orlando, FL 32822-7122  
Orange County  
NAME OF PERMITTEE: Sun Communities, Inc.  
PERMIT WRITER: Allison Chancy

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA010835-007-DW3P  
Application Submittal Date: March 19, 2020

b. Type of Facility

Domestic Wastewater Treatment Plant  
Ownership Type: Private  
SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.1 MGD Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	-0.001 MGD Annual Average Daily Flow
Proposed Total Permitted Capacity:	0.099 MGD Annual Average Daily Flow

d. Description of Wastewater Treatment

This is an existing 0.100 million gallon per day (MGD) annual average daily flow (AADF) design capacity domestic wastewater treatment plant with a permitted capacity of 0.099 MGD. The permitted capacity was lowered from 0.1 MGD to 0.099 MGD at time of renewal to maintain the facility type as a Type 3 facility. This facility is an extended aeration domestic wastewater treatment plant consisting of influent screening, aeration, secondary clarification, chlorination and aerobic digestion of biosolids.

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

**Land Application R-001:** This is an existing 0.100 MGD annual average daily flow design capacity rapid infiltration basin (RIB) system. Permitted capacity was reduced from 0.100 MGD to 0.099 MGD to match the decrease in permitted capacity of the plant. R-001 is a reuse system which consists of two rapid infiltration basins with a total wetted area of 3.16 acres located approximately at latitude 28°28' 55" N, longitude 81°16' 27" W.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to direct reclaimed water to Reuse System R-001, a rapid infiltration basin system, based on the following:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow (Flow to R-001)	MGD	Max	0.099	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(a)1. FAC
		Max	30.0	Monthly Average	62-610.510 & 62-600.420(3)(a)2. FAC
		Max	45.0	Weekly Average	62-610.510 & 62-600.420(3)(a)3. FAC
		Max	60.0	Single Sample	62-610.510 & 62-600.420(3)(a)4. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(b)1. FAC
		Max	30.0	Monthly Average	62-610.510 & 62-600.420(3)(b)2. FAC
		Max	45.0	Weekly Average	62-610.510 & 62-600.420(3)(b)3. FAC
		Max	60.0	Single Sample	62-610.510 & 62-600.420(3)(b)4. FAC
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-610.510 & 62-600.440(5)(a)2. FAC
		Max	200	Annual Average	62-610.510 & 62-600.440(5)(a)1. FAC
		Max	800	Single Sample	62-610.510 & 62-600.440(5)(a)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(5)(c) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	62-610.510(1) FAC
Nitrogen, Total	mg/L	Max	Report	Annual Average	62-600.650(3) FAC
		Max	Report	Monthly Average	62-600.650(3) FAC
Phosphorus, Total (as P)	mg/L	Max	Report	Annual Average	62-600.650(3) FAC
		Max	Report	Monthly Average	62-600.650(3) FAC

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow (Flow thru plant)	MGD	Max	0.099	Annual Average	62-600.700(2)(b) FAC
		Max	Report	3-Month Rolling Average	62-600.700(2)(b) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-600 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-600, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. IMPAIRMENT STATUS OF RECEIVING WATERS

This facility does not discharge to surface waters. However, R-001, the rapid infiltration basin (RIB) land application system, is located in a nutrient-impaired basin, the Middle St. Johns River Basin. When effluent is land applied it infiltrates into groundwater and has the potential to deliver nutrient loads to the aquifer and hydrologically connected surface waters. Monitoring for total nitrogen and total phosphorus is included for R-001 in order to provide reasonable assurance that the discharge to ground waters will not cause or contribute to the nutrient impairment in the basin.

5. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA010835-006-DW3P expires on September 14, 2020. The subsequent permit, FLA010835-007-DW3P will become active on September 15, 2020, and expire on September 14, 2025.

6. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to A-Able Septic Sewer Service BTF or disposed of in a Class I solid waste landfill.

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

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

7. GROUND WATER MONITORING REQUIREMENTS

Ground water monitoring requirements have been established in accordance with Chapters 62-520, 532, 600, 610, and 620, F.A.C.

8. PERMIT SCHEDULES

There are no schedule items in this permit.

9. INDUSTRIAL PRETREATMENT REQUIREMENTS

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

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

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

11. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

12. THE ADMINISTRATIVE RECORD

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

13. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Permit Issuance

June 2, 2020

14. DEP CONTACT

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

Allison Chancy  
[Allison.Chancy@FloridaDEP.gov](mailto:Allison.Chancy@FloridaDEP.gov)  
Central District Office

3319 Maguire Blvd  
Suite 232  
Orlando, FL 32803-3767

Telephone No.: 407-897-2968

**EXHIBIT D**

A COPY OF THE MOST RECENT DEP AND/OR COUNTY HEALTH DEPARTMENT  
SANITARY SURVEY, COMPLIANCE INSPECTION REPORT

NONE.

## EXHIBIT E

### **SERVICE PARCEL 1**

THAT PART OF SECTIONS 13, 14, 23 AND 24. TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE N 89°46'09" E, 1,342.12 FEET TO THE NORTHEAST CORNER OF SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S 89°59'16" E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13, 1,311.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S 00°35'35" E, ALONG THE EAST LINE OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13, 1329.17 FEET TO SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S 00°10'59" E, 1,284.05 FEET; THENCE S 00°10'26" E, 44.00 FEET; THENCE S 00°04'30" E, 1331.82 FEET; THENCE N 89°56'51" W, 1326.47 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 24; THENCE N 00°00'39" W, 1,328.44 FEET; THENCE S 89°53'09" W, 1324.03 FEET TO THE EAST RIGHT OF WAY LINE OF WAKULLA STREET; THENCE N 00°07'02" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 1300.37 FEET; THENCE N 00°06'29" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 31.08 FEET; THENCE N 00°04'45" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 1325.45 FEET TO THE POINT OF BEGINNING.

### **SERVICE PARCEL 2**

A portion of Section 14, Township 23 South, Range 30 East, Orange County, Florida described as follows: Commence at the Northwest corner of the southeast 1/4 of the southeast 1/4 of said Section 14; said point being on the East right of way of Wakulla Street, thence S 89°55'15" W a distance of 30.01 feet to a point on the West right of way line of Wakulla Street; thence S 00°04'45" E, along said West right of way line a distance of 928.23 feet to the Point of Beginning; thence continue S 00°04'45" E, 301.36 feet to the North right of way line of DeSoto Avenue, thence S 89°56'26" W, along said North right of way line a distance of 426.36 feet; thence S 00°04'14" E, 15.00 feet along said North right of way line; thence S 89°56'26" W, 794.11 feet, along said North right of way line; thence N 45°04'35" W, 35.44 feet to a point on the East right of way line of Goldenrod Road; thence N 00°05'02" W, along said East right of way line a distance of 291.09 feet; thence N 89°55'51" E a distance of 1,245.55 feet to the Point of Beginning.

### **SERVICE PARCEL 3**

A portion of Section 14, Township 23 South, Range 30 East, Orange County, Florida described as follows: Commence at the Northwest corner of the southeast 1/4 of the southeast 1/4 of said Section 14; said point being on the East right of way of Wakulla Street, thence S 89°55'15" W a distance of 30.01 feet to a point on the West right of way line of Wakulla Street; thence S 00°04'45" E, along said West right of way line a distance of 928.23 feet; thence continue S 00°04'45" E, 301.36 feet along said West right of way line; thence S 00°05'45" E, 75.00 feet to the South right of way line of DeSoto Avenue and the Point of Beginning; thence S 00°06'29" E, 158.88 feet along the West right of way line of Wakulla Street; thence S 89°55'34" W, 1,245.20 feet to a point on the East right of way line of Goldenrod Road; thence N 00°01'54" W, 134.21 feet along said East right of way; thence N 44°52'46" E, 35.32 feet to a point on the South right of way line of DeSoto Avenue; thence N 89°56'26" E, 1,220.41 feet along said South right of way line to the Point of Beginning.

**EXHIBIT F**

AN OFFICIAL COUNTY TAX ASSESSMENT OR SIMILAR MAP SHOWING TOWNSHIP,  
RANGE AND SECTION WITH A SCALE OF 1" EQUALS 200 FEET OR 400 FEET

**EXHIBIT G**

A DETAILED SYSTEM MAP



**SYMBOL LEGEND**

- Fence
- Concrete Area
- No Parking Area
- Building Area
- Change in Direction
- Right-of-Way
- Adjacent Property Line
- Contour
- Place/Point of Beginning
- P.O.B.
- P.I.C.
- Well
- Dewater Area
- Mail (As Noted)

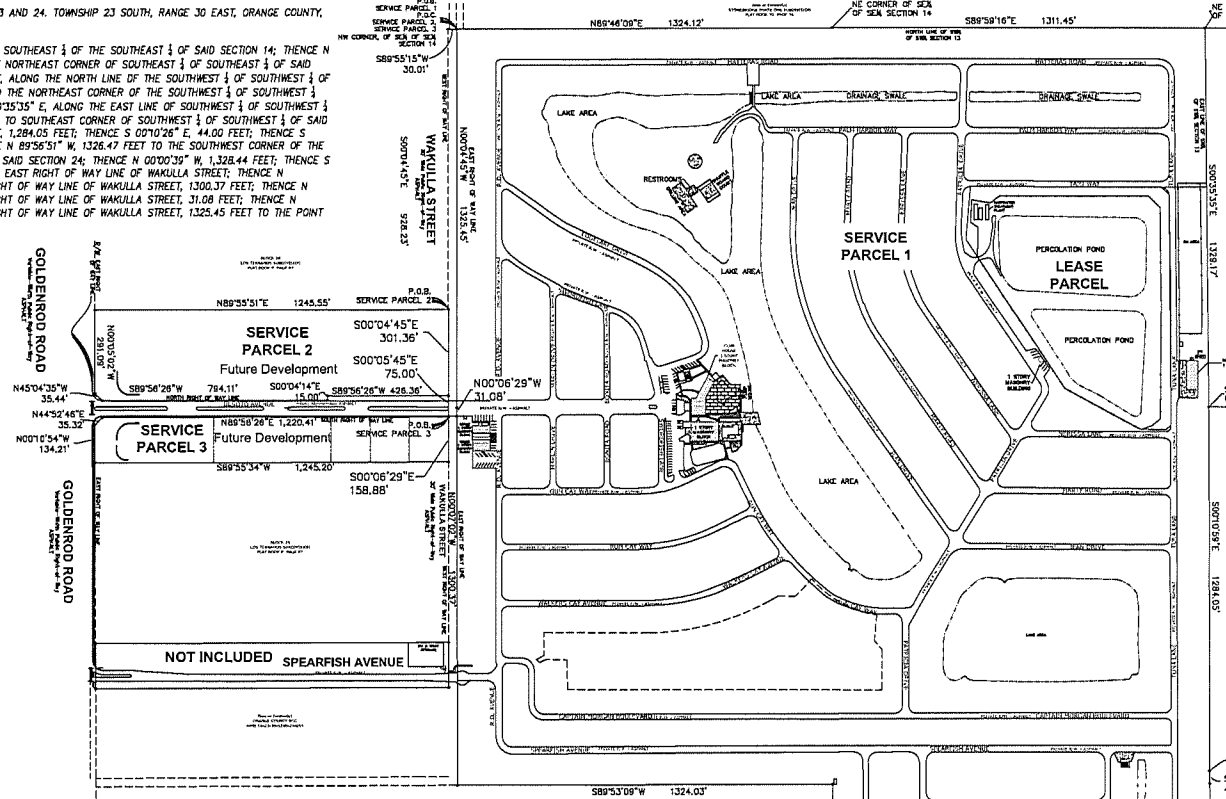
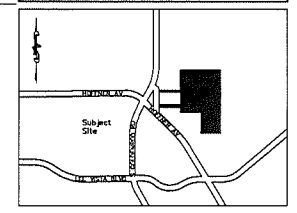
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**SECTIONS 13, 14, 23 AND 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST ORANGE COUNTY, FLORIDA**

**Vicinity Map**



**SERVICE PARCEL 2**

A portion of Section 14, Township 23 South, Range 30 East, Orange County, Florida described as follows:

Commence at the Northwest corner of the southeast 1/4 of the southeast 1/4 of said Section 14; said point being on the East right of way of Wakulla Street; thence S 89°55'15" W a distance of 30.01 feet to a point on the West right of way line of Wakulla Street; thence S 00°04'45" E, along said West right of way line a distance of 928.23 feet to the Point of Beginning; thence continue S 00°04'45" E, 301.36 feet to the North right of way line of DeSoto Avenue; thence S 89°56'26" W, along said North right of way line a distance of 426.36 feet; thence S 00°04'14" E, 15.00 feet along said North right of way line; thence S 89°56'26" W, 784.11 feet, along said North right of way line; thence N 45°04'35" W, 35.44 feet to a point on the East right of way line of Goldenrod Road; thence N 00°05'02" W, along said East right of way line a distance of 291.09 feet; thence N 89°55'51" E a distance of 1,245.55 feet to the Point of Beginning.

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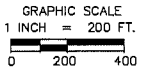
**General Notes**

1. THE SPECIFIC PURPOSE OF THIS SKETCH AND LEGAL IS FOR UTILITY COMPANIES TO ACCESS THE SERVICE PARCEL AND THE LEASE PARCEL AND THIS LEGAL AND SKETCH IS NOT TO BE USED FOR ANY REAL ESTATE TRANSACTION OR DEED RECORDING. THIS IS FOR INFORMATIONAL/DIRECTIONAL PURPOSES ONLY.
2. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13-23-30.
3. THIS IS NOT A BOUNDARY SURVEY.
4. NOT TO BE USED FOR DESIGN OR CONSTRUCTION PURPOSES.
5. LOTS NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT OF WAY OF RECORD.



*Michael E. Petulla*  
Date of Legal: NOVEMBER 07, 2021

Sketch & Legal Prepared By:  
Michael Petulla, Land Surveying  
1 North 1st Street, #B  
Cocoa Beach, FL 32931  
407-448-8613  
petullsurv@gmail.com



**Gulfstream Harbor**  
4505 & 4719 S Old Goldenrod Rd.  
4505 Wakulla Street  
Orlando, FL  
County of Orange

FOR INFORMATIONAL PURPOSES ONLY

FOR INFORMATIONAL PURPOSES ONLY

**EXHIBIT I**

**LONG-TERM LAND LEASE**

## WASTEWATER SITE LEASE AGREEMENT

**THIS WASTEWATER SITE LEASE** (the “Lease”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between AIOF Gulfstream Harbor, LLC, a Delaware Limited Liability Company (hereinafter referred to as “Owner”), and Gulfstream Utility, LLC, a Michigan limited liability company (hereinafter referred to as (“Service Company”).

### RECITALS

**WHEREAS**, Owner is the owner of certain real property composed of residential lots available for lease to manufactured home owners and real property containing community amenities and a wastewater treatment plant and appurtenances, all of which are located within the community known as Gulfstream Harbor (the “Community”);

**WHEREAS**, Service Company is in the process of applying to become a Florida Public Service Commission (“PSC”) certified utility authorized to provide wastewater service and desires to utilize portions of Owner’s property for the provision of such wastewater services; and

**WHEREAS**, upon approval of the PSC, Owner will convey the wastewater treatment plant and appurtenances (including personal property and fixtures) to Service Company and Service Company will provide wastewater service at the Community.

**NOW, THEREFORE**, in consideration of ten dollars (\$10), and the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.**

The following definitions of terms used in this Lease shall apply unless the context indicates a different meaning:

(a) “Property” - The land described in **Exhibit “A”** represents the certificated service territory of Service Company.

(b) “Leased Premises” - The land described in **Exhibit “B”** along with all other Facilities and Sites necessary for the operation of Wastewater Treatment Facilities.

(c) “Wastewater Collection Facilities” - All collection mains, pipes, pumps, valves, meters, and appurtenant facilities used in the transmission of raw wastewater from a Wastewater Service Customer to a Wastewater Treatment Facility on the Property.

(d) “Wastewater Disposal Facilities” -All plants, tanks, pipes, equipment, ponds, and other appurtenant facilities located on the Property and used in the storage, disposal or distribution of treated wastewater effluent.

(e) “Wastewater Facilities” - All Wastewater Collection Facilities, Wastewater Disposal Facilities, and Wastewater Treatment Facilities located on the Property.

(f) "Wastewater Treatment Facilities" - All plants, tanks, pumps, pipes, equipment, and other appurtenant facilities used in the treatment of wastewater.

(g) "Facilities" - The Wastewater Facilities.

(h) "Sites" - The land containing the Facilities.

(i) "Wastewater Service Customer" - Those addresses located within the Property that utilize the Service Company's wastewater treatment services and send wastewater to the Facilities.

## 2. PURPOSE AND TERM.

Owner hereby leases to Service Company, and Service Company hereby leases from Owner, certain portions of the Property owned by Owner, upon the terms and subject to the conditions set forth herein. This Lease shall be effective for a period of ninety-nine (99) years beginning immediately after its execution unless sooner terminated as provided herein.

## 3. RENTS.

As compensation for Service Company's right to utilize the Facilities and Sites and the impact of all Service Company uses of the Property or Sites, Service Company shall pay to Owner an annual rent of Nine Thousand Eight Hundred Seventy Two Dollars (\$9,872.00) and other good and valuable consideration ("Annual Rent"). The Annual Rent will be adjusted annually based upon the prior twelve (12) months' change in CPI. If the CPI for the previous 12 months is negative or zero, the Annual Rent will not change for next year of the term. The term "CPI" shall be defined as the Consumer Price Index for all Urban Consumers (CPI-U) - All Items (1982-84=100), U.S. City Average (non-adjusted) currently prepared by the Bureau of Labor Statistics of the United States Department of Labor and published monthly. If, during the Term, the CPI ceases to be published, then Owner shall have the right to substitute another similar index generally recognized as authoritative by reconciling the base thereof with the base of the CPI.

## 4. DESCRIPTION OF LEASED PREMISES.

Owner leases to Service Company the Leased Premises for operation of the Facilities. Service Company's use of any portion of the Property shall not now, or in the future, be a detriment to, impair, or impede Owner's operation of the Community, or other activities in areas adjacent to the Sites. Service Company shall not be deemed to own the Facilities or any improvements made to the Leased Premises and shall only maintain a leasehold interest in same subject to the terms and conditions of this Lease.

## 5. PERMITS.

Prior to re-constructing, improving, or operating any of the Facilities, or receiving payment for subsequent treatment of wastewater, Service Company shall obtain, at its sole expense, all permits, certificates, and approvals as may be required by any governmental entity, including, without limitation, PSC, county or State governments, U.S. Army Corps of Engineers, USEPA,

and the Florida Department of Environmental Protection (DEP). Owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any permit application.

Service Company shall operate and maintain all Facilities in a safe, efficient and sufficient manner and in compliance with any and all federal, State, and local laws and regulations and be responsible for initiating, maintaining and supervising all safety precautions and programs deemed necessary by regulatory authorities and industry standards. The Facilities shall be designed to minimize environmental degradation to the Property. Service Company shall operate and maintain the Facilities to support these objectives.

Service Company shall prepare and submit in timely manner all reports on operation and maintenance of the Facilities as required by local, state, and federal regulatory agencies and make all such records available for review by Owner.

#### 6. USE OF SITES.

Service Company shall use the Sites for the sole purpose of operating the Facilities and providing wastewater management and disposal services to the Property at rates approved by the State of Florida.

If Owner shall reasonably determine that, for Owner's beneficial use of the Property, a certain component of the Facilities must be relocated, Owner will provide a substitute Site located as close as reasonably possible to the original Site, and Owner shall bear the expense of such relocation.

Service Company shall not have the right to place any signs or other advertising material on the Property without the prior written consent of Owner; provided that, Service Company shall have the right to erect or display any signage that may be required by law in the operation of the Facilities on the Property.

#### 7. UNUSEABLE FACILITIES.

If any Facility(s) should be declared unusable by a federal, State, or local regulatory authority and such Facility(s) cannot be restored to service by repair or other remedial work, Service Company shall give prompt written Notice to Owner and, following such Notice, Service Company shall complete one of the following actions at Owner's sole discretion:

(a) properly abandon the Facility, at Service Company's expense, in accordance with applicable DEP, USEPA requirements and other applicable statutes, ordinances, or regulations and such other requirements as may reasonably be imposed by Owner for the plugging or in place abandonment of such Facility(s) or remove such Facility(s) from the Site; or

(b) convey all or a portion of the Facility(s) to Owner.

Upon the abandonment of, or the removal of, Facilities from any Site, Service Company shall clean up the Site and leave the same in neat and presentable condition, before its obligations to Owner relative to the unusable Site are completed. Facilities will only be deemed satisfactorily

abandoned upon Owner's written confirmation to Service Provider. The Site upon which a satisfactorily abandoned Facility is located shall, upon Owner's written confirmation be deemed severed from the Leased Premises and no longer be subject to the terms of this Lease.

Owner shall not in any way be responsible or liable to Service Company at any time for any loss, damage or expense resulting from any change in any Site's suitability to serve as a Site for Facilities or any changes in the quality or quantity of such wastewater that can be treated, stored or disposed of on such Sites, or the character of the Property, or for it being no longer suitable for Service Company's requirements or for any cessation or interruption of the operation of the Facilities, nor shall any variation in any way relieve Service Company of any obligation under this Lease.

#### 8. MAINTENANCE AND REPAIR.

During the term of this Lease, Service Company shall be responsible for the continuous operation and maintenance of the Facilities unless otherwise agreed to in writing by Service Company and Owner. Service Company shall keep the Sites, Facilities, and Leased Premises in a neat, clean and presentable condition.

Service Company shall institute preventive and corrective maintenance programs for the Facilities and shall staff the Facilities with the appropriate number of certified operators and hourly or salaried employees consistent with regulatory requirements and good management practice. Service Company shall be responsible for maintaining the Sites (including mowing grass and caring for landscaping) and the Facilities, and for replacement of any component parts when necessary due to destruction, wear and tear or otherwise.

Service Company shall perform periodic monitoring, sampling and testing as required by the DEP, USEPA, other regulatory body, laws, rules, or applicable permits or regulations. Service Company shall provide or secure laboratory services for testing and analysis for all constituents as necessary to comply with regulatory requirements. All such sampling, monitoring, analysis and reporting shall be in compliance with agency approved quality assurance/quality control programs and all permits and regulations. Service Company shall provide Owner with the results of its most recent periodic testing and analysis within five (5) days of Owner's written request for same. Service Company is hereby required to maintain all monitoring, testing, and sampling records for ten (10) years following the date when Service Company received such records from a laboratory or other diagnostic service provider.

All Facilities shall be selected, installed, used and maintained in accordance with good practices in the industry and in full compliance with all applicable laws and governmental regulations. Service Company shall respond to any emergencies during or after regular business hours as necessary as quickly as possible. Should an event of regulatory noncompliance occur, Service Company shall act promptly, at its expense, to correct such noncompliance or, if such noncompliance cannot be promptly corrected, Service Company shall promptly commence reasonable actions to correct the noncompliance and diligently pursue same. Such event of noncompliance or emergency shall be reported to Owner upon notification to applicable regulatory agencies or, if no such notification is required, within five (5) days following such event.

In addition to the maintenance and repair of Facilities, Service Company is expressly responsible for repairing any damage to portions of the Community and Property not included in the Leased Premises caused by or through its operation of the Facilities or resulting from Service Company's negligence. Damage to the Community or Property will not be considered adequately repaired until written confirmation of same is provided by Owner to Service Company. If Service Company should fail to satisfactorily repair such damage to the Community or Property in a timely fashion, Owner is entitled to make necessary repairs itself and invoice Service Company for all costs of completing such repairs plus a ten percent (10%) administration fee. Any repair invoices issued by Owner to Service Company must be satisfied within thirty (30) days of receipt or such failure to repay will be considered an event of default as defined herein.

#### 9. ELECTRICAL POWER.

Service Company shall be responsible for securing electric power for the Facilities. Owner shall reasonably cooperate with Service Company in securing electrical power for Sites. Owner shall have the right to approve the location of poles, transformers, electrical lines, and other necessary installations, which approval shall not be unreasonably withheld. Owner shall have the right to require underground installation of utilities, all at Service Company's expense. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, and negotiation of documents and for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Site.

#### 10. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive license for ingress and egress to the Sites during the term of this Lease, during the times and solely for the purposes set forth in this Lease.

#### 11. HAZARDOUS MATERIAL.

Service Company shall not cause or permit any Hazardous Material (as defined herein) to be brought, kept or used in, on, or about the Community and Property by Service Company its agents, employees, contractors or invitees, except those typically used for standard Facility functions and limited to quantities appropriate for such standard Facility functions. Service Company hereby indemnifies Owner from and against any breach by Service Company of the obligations stated in the preceding sentence, and agrees to defend and hold Owner harmless from and against any and all loss, damage, cost and/or expenses (including, without limitation, loss of income; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Community or Property; remedial and restoration costs; and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees) which arise during or after the term of this Lease as a result of such breach. This indemnification of Owner by Service Company includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Community or Property which results from such a breach. Without limiting the foregoing, if the presence of any Hazardous Material on the Community or Property caused or permitted by Service Company results in any contamination of

the Community or Property, Service Company shall promptly take all actions at its sole expense as are necessary to return the Community or Property to the conditions existing prior to the introduction of such Hazardous Material; provided that the Owner's approval of such actions, and the contractors to be used by Service Company in connection therewith, shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is:

(a) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under the law of the jurisdiction where the property is located;

(b) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321),

(c) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (42 U.S.C. §6903); or

(d) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (42 U.S.C. §9601).

## 12. INSPECTION BY OWNER.

Owner or Owner's agent may, at any time, enter upon any portion of the Leased Premises to view the condition thereof, to obtain wastewater samples for water quality testing, and to inspect Service Company's operations thereon.

## 13. EXPENSES.

This is a triple net lease. All amounts payable by Service Company to or on behalf of Owner shall be paid without Notice or demand, and without set-off counterclaim, abatement, suspension, deduction or defense. It is the intent of the parties hereto that all Annual Rents payable under this Lease shall be an absolutely net return to Owner and that Service Company shall pay all costs and expenses relating to the Leased Premises and the business carried on therein. Any amount or obligation relating to the Property which is not expressly declared to be that of Owner under this Lease shall be deemed to be an obligation of Service Company.

## 14. TAXES.

(a) Sales and Rental Tax. Service Company shall pay all commercial rent sales taxes and local surtaxes due on the Annual Rent, any sales taxes owed from the services provided, all license taxes, all tangible and intangible personal property taxes for the Facilities, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.



(b) Real Estate Taxes. Owner, at its sole and absolute discretion, may require Service Company to pay all real estate taxes, tangible personal property taxes and all assessments or increases in such taxes on the Leased Premises resulting from any Facilities constructed, improved, or operated by Service Company accruing during the term of this Lease, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Sites, whether actual payment of such taxes is made during the term of this Lease or thereafter. If Service Company is required to pay such taxes, Owner shall promptly provide applicable tax notices and pro-rations, which shall thereafter be payable when due.

(c) If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, the parties shall make appropriate adjustments or pro-rations to determine tax liability. Such tax liability shall be computed based on the most recently available valuations, millage, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Property is located.

#### 15. INSURANCE.

Unless Owner agrees in writing to alternative coverage, Service Company covenants and agrees to obtain and maintain during the term of this Lease the following insurance coverage. Such coverage shall name Owner and any other entity designated by Owner as an additional insured party and as a secondary loss payee. Service Company shall provide Owner with valid certificates evidencing the herein required coverage within five (5) days of any request for such certificates:

(a) Liability Insurance. Service Company shall procure and maintain throughout the Term, at its sole expense, (i) Workers' Compensation Insurance in statutorily-required amounts for its employees, and (ii) Comprehensive General Liability Insurance arising out of Service Company's use or occupancy of the Sites in such amounts, with such deductibles, and with such insurers, as shall be reasonably acceptable to Owner.

(b) Casualty, Fire and Extended Coverage Insurance on Facilities, Improvements, and Personalty. Service Company shall keep all improvements, installations, machinery and equipment placed by it and all other personal property placed by it on the Sites continuously insured against loss or damage by casualty, theft, fire or lighting (with extended coverage if available) in an amount equal to the replacement value thereof, subject to reasonable and customary deductibles. If, at the time of any loss, Service Company is in default to Owner, Owner may require the proceeds be paid to Owner to satisfy Service Company's obligation to Owner. If Service Company is not in default under this Lease, the proceeds shall be used for the repair or restoration of the property that had suffered such loss, if the property is needed for the future development or operation of the Facilities needed to serve the Property.

#### 16. INDEMNITY HOLD HARMLESS, ATTORNEY'S FEES.

(a) Indemnity to Owner. Owner shall not be liable to Service Company or Service Company's employees, agents, visitors or any other person for injury to person or damage to or loss of property on or about the Property, or arising out of the use of the Leased Premises by

Service Company, or the conduct of its business thereon, or arising out of any breach or default by Service Company in the performance of its obligations hereunder, or resulting from any other cause except Owner's sole negligence. Service Company shall indemnify, save harmless, and defend Owner, its shareholders, officers, directors, employees, and agents (all such indemnitees herein referred to as "Owner") from and against every suit, claim, action, loss (including loss of revenue), damages, liability, expense (including governmental fines) or demand including, but not limited to arising out of or related to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Owner, arising out of the acts or omissions of Service Company, its agents or contractors, in the use, occupancy or operation of any Site, Facilities, or any activities of Service Company, its agents or contractors, on the Property. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of any violation of any law, ordinance, or governmental regulation applicable to Service Company, its agents or contractors use, operation, or occupancy of any Site or Facility.

(b) Indemnity to Service Company. Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under this Lease.

(c) Costs and Attorney's Fees. In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

## 17. DEFAULT.

(a) The occurrence of one or more of the following constitutes an event of default by Service Company:

(a) The failure of Service Company to perform any obligation for the payment of money when due;

(b) The failure of Service Company to perform and comply with any obligation imposed upon Service Company by this Lease, other than the payment of money, for more than twenty (20) days after Notice of delinquency shall have been given to Service Company or, if such default is of such nature that it cannot, with due diligence, be completely remedied within twenty (20) days, such longer period of time as may be reasonably necessary to remedy provided that Service Company shall commence, within said period of twenty (20) days, and shall thereafter diligently prosecute to completion, all steps necessary to remedy such default, but in no event more than ninety (90) days after Notice of such default shall have been given to Service Company;

(c) Breach by Service Company of the obligations set forth in Section 16 without any Notice, grace, or curative period;

(d) Proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing;

(e) Assignment of Service Company's property for the benefit of creditors is made;

(f) A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within thirty (30) days after appointment the receiver, conservator, or officer is not discharged and possession of the property is not restored to Service Company;

(g) Service Company's interest in the Sites or Facilities are the subject of tracing or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; or,

(h) Service Company abandons the Leased Premises.

(b) If Owner shall default in any of its obligations hereunder, Service Company shall give written Notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such Notice in which to cure such default.

(c) Owner and Service Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

#### 18. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder without the express written consent of Owner, which may be withheld at Owner's sole discretion. Any assignment, pledge or encumbrance of Service Company's stock or ownership interest shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease. Owner has the unequivocal right to sell any or all of the Property, and to assign any or all of its rights hereunder, upon written Notice to Service Company.

#### 19. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given in writing and transmitted by messenger service, Certified Mail Return Receipt requested, telegram, or by a nationally recognized overnight courier service to the addresses listed below ("Notice"):

Owner:

AIOP Gulfstream Harbor, LLC  
c/o: Jaffe, Raitt, Heuer, & Weiss  
27777 Southfield Road, Suite 2500  
Southfield, MI 48034  
Attention: Arthur Siegal

Service Company:

Gulfstream Utility, LLC  
27777 Southfield Road, Suite 200  
Southfield, MI 48034  
Attention: James Hoekstra

Notice given by certified mail shall be deemed received when the Return Receipt is signed for. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received by the party to whom addressed. Either party may change its address by giving written Notice to the other, but the change shall not become effective until the Notice is actually received by the other party. Payments due to Owner hereunder shall be made to Owner at Owner's address set forth above (or at a changed address as provided above). If the last day for giving any Notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the United States post offices are not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

20. FORCE MAJEURE.

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party that includes, but is not limited to, any of the following: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, hurricanes, storms, terrorist acts, governmental acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the party claiming Force Majeure.

21. DOCUMENTATION.

Service Company and Owner agree that each shall timely execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

22. INTERPRETATION.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Lease.

23. REMEDIES.

(a) In the event a party fails to perform any of its obligations hereunder, the non-defaulting party shall be entitled to: (1) terminate this Agreement by written Notice delivered to the other party and pursue all remedies available at law or in equity; (2) obtain specific

performance of the terms and conditions hereof; or (3) waive the default and proceed as contemplated herein.

(b) Upon the occurrence of any event of default by Service Company, and in addition to the other remedies set forth herein, Owner may (1) re-enter and repossess the Sites and Facilities, or any part thereof, by judicially mandated force, summary proceedings, ejections or otherwise; and, (2) remove all persons and property there from, whether or not this Lease has been formally terminated hereunder, it being understood and agreed that Owner shall have no liability by reason of any such re-entry, repossession or removal except to the extent caused by Owner's gross negligence or willful misconduct, and no such re-entry or taking of possession of any part of the Leased Premises by Owner shall be construed as an election on Owner's part to terminate this Lease unless a written Notice of such intention be given to Service Company.

(c) If Service Company breaches any of its obligations under this Lease, and the same shall constitute an event of default, then in addition to any other right or remedy Owner may have, Owner may perform such obligations on Service Company's behalf and the cost thereof, together with interest thereon, shall become due and payable as additional rent to Owner upon demand.

(d) In addition to other remedies provided in this Lease, Owner shall be entitled to seek and obtain temporary and permanent injunctive relief to prevent and restrain any breach or contemplated breach or threatened breach of and to specifically enforce the provisions of this Lease, and Owner shall not be obligated to post bond or other security in seeking such relief or to prove irreparable harm. The existence of any claim, demand, action, set-off counterclaim or cause of action by Service Company against Owner or any other person shall not constitute a defense to the enforcement by Owner of its rights under this Lease.

#### 24. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof by Owner shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times.

#### 25. EMINENT DOMAIN.

If during the term of this Lease, if all or a substantial part of the Leased Premises is taken as a result of the exercise of the power of eminent domain, such that Service Company will not be able to provide service to the Property, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Owner or Service Company shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Service Company of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as to substantially handicap, impede or impair Service Company's use of the balance of the Leased Premises or to service the Property. In the event of any taking, Owner shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Service Company shall have no claim against Owner for the value of any unexpired term of this Lease or otherwise. In the

event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the rental thereafter to be paid shall be reduced on a per square foot basis.

If during the Term there is a taking by exercise of the power of eminent domain of less than all or substantially all of the Property, which taking includes a portion of the Service Company improvements, this Lease shall remain in full force and effect without abatement or reduction of rents, or other charges required to be paid by Service Company except as herein provided. In such event, Service Company shall proceed diligently to rebuild, replace and repair the improvements as near as legally and structurally practicable to their former condition, subject to approval of the location and nature of the improvements by Owner. Provided that no event of default exists, Service Company shall be entitled to use the portion of the net award applicable to the improvements, if any, to make such repairs, subject to reasonable conditions imposed by Owner, including, but not limited to the deposit of such portion of the net award within an escrow account and conditioning disbursements from such account in a manner similar to draw requests under an institutional construction loan. All such rebuilding, replacing and repairing shall be carried out in accordance with the provisions of this Lease. If the portion of the net award received by Service Company is insufficient to cover the cost of repair, then the deficiency shall be paid by Service Company. If the taking includes one or more tenanted areas, then the Annual Rent shall be reduced in the same proportion that the Annual Rent for the affected tenanted areas bears to the total annual payment for all tenanted areas.

26. SEVERABILITY.

In case any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceable provision shall not affect any other provision thereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

27. GOVERNING LAW.

This Lease and all matters affecting its interpretation and the rights of the parties hereunder shall be governed by the laws of the State of Florida.

28. RECORDATION

It is the intention of the parties that this Lease shall not be recorded. At the request of either party, the parties shall execute a "Memorandum of Lease" containing relevant lease information in a recordable form. Such Memorandum of Lease may be recorded by either party upon receipt of express written authorization to do so by the other party.

29. ENTIRE AGREEMENT

This Lease, including all exhibits and attachments hereto, contains the entire agreement of the parties with respect to the subject matter hereof, supersedes any and all prior agreements with respect thereto, and may not be changed, modified or amended except by an agreement in writing signed by both Owner and Service Company in the same manner as this Lease. Any

waiver by any party of any of its rights under this Lease or of any breach of this Lease shall not constitute a waiver of any other rights or of any other or future breach.

### 36. COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be an original and together shall constitute one and the same instrument. A signed copy of this Lease may be delivered by either of the parties by facsimile or electronic transmission, and such execution and delivery shall be considered valid, binding, and effective for all purposes.

### 37. AMBIGUITY

Each party and its counsel have participated fully in the review and revision of this Lease. The language in this Lease shall be interpreted as to its fair meaning and not strictly for or against any party. No inferences shall be drawn against either party.

### 30. SURRENDER OF POSSESSION

Service Company hereby covenants and agrees that at the expiration of the term of this Lease, by its own terms or any earlier termination upon a default, in the sole discretion of Owner: (a) sole ownership of the Sites, Facilities and all related improvements, and the right to their possession and use shall automatically pass to Owner without payment or consideration of any kind; or (b) Service Company shall be required, at its expense, to remove all improvements, fixtures and equipment from all Sites, and all Facilities from the Property, and restore the Property to a condition substantially the same as existed prior to this Lease (excluding restoration of forest and plant growth). Service Company shall not join in, consent to, or permit any liens, encumbrances or other matters of any kind which affect title to such improvements, if allowed under this Lease, to extend beyond the term of the Lease, and Service Company shall, upon expiration or sooner termination of this Lease, return the Leased Premises to Owner, free and clear of all encumbrances. In the event Owner elects to take possession and use of the improvements on the Property, although these provisions are intended to be self-executing, Service Company hereby agrees to execute any further documents requested by Owner to confirm Owner's sole ownership of and marketable title to such improvements and Service Company's grant and conveyance thereof to Owner shall be thereby made.

If Service Company does not vacate the Property when required by the terms of this Lease, Service Company shall be a tenant at sufferance and, in addition to all other damages and remedies to which Owner may be entitled for such holding over: (y) Service Company shall pay, an amount equal to two hundred percent (200%) of the Annual Rent for the year immediately preceding the beginning of the holdover tenancy, and (z) Service Company shall otherwise continue to be subject to all of Service Company's obligations under this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Owner provided herein or at law.

The parties acknowledge and agree that leasing Property for the purposes herein, and the payment of Annual Rent as compensation, is a very specialized lease arrangement. The parties further acknowledge and agree Owner will have very limited ability to mitigate damages in the

event of default by Service Company. Therefore, the parties agree that Owner shall have no duty to mitigate damages due to an event of default through a subsequent lease of the Leased Premises, and that the improvements shall instead be subject to the right of possession and use by Owner as set forth herein.

[Signatures on following page]



IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

**Owner:**

AIOP Gulfstream Harbor, L.L.C.,  
a Delaware limited liability company

By: Asset Investors Operating Partnership,  
L.P., a Delaware limited partnership, Sole  
Member

Signed, Sealed and Delivered  
In the Presence of:

By: Sun AIOP GP LLC, a Delaware limited  
liability company, General Partner

\_\_\_\_\_  
Witness

By: Sun Communities Operating Limited  
Partnership, a Michigan limited partnership,  
Sole Member

\_\_\_\_\_  
Witness

By: Sun Communities, Inc., a Maryland  
corporation, General Partner

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who is \_\_\_\_\_ of **Sun Communities, Inc.**, the General Partner of Sun Communities Operating Limited Partnership, the sole member of Sun AIOP GP LLC, the general partner of Asset Investors Operating Partnership, L.P. ("AIOP"), in AIOP's capacity as the sole Member of AIOP Gulfstream Harbor, L.L.C., who is personally known to me individually and in the capacity aforesaid or has produced \_\_\_\_\_ as identification.

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

[Signatures continued on following page]

Signed, Sealed and Delivered  
In the Presence of:

**Service Company:**

Gulfstream Utility LLC,  
a Michigan limited liability company

\_\_\_\_\_  
Witness

By: Asset Investors Operating Partnership,  
L.P., a Delaware limited partnership, Sole  
Member

\_\_\_\_\_  
Witness

By: Sun AIOP GP LLC, a Delaware limited  
liability company, General Partner

By: Sun Communities Operating Limited  
Partnership, a Michigan limited partnership,  
Sole Member

By: Sun Communities, Inc., a Maryland  
corporation, General Partner

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of **Sun Communities, Inc.**, the General Partner of Sun Communities Operating Limited Partnership, the sole member of Sun AIOP GP LLC, the general partner of Asset Investors Operating Partnership, L.P. ("AIOP"), in AIOP's capacity as the sole Member of Gulfstream Utility, LLC, who is personally known to me individually and in the capacity aforesaid or has produced \_\_\_\_\_ as identification.

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



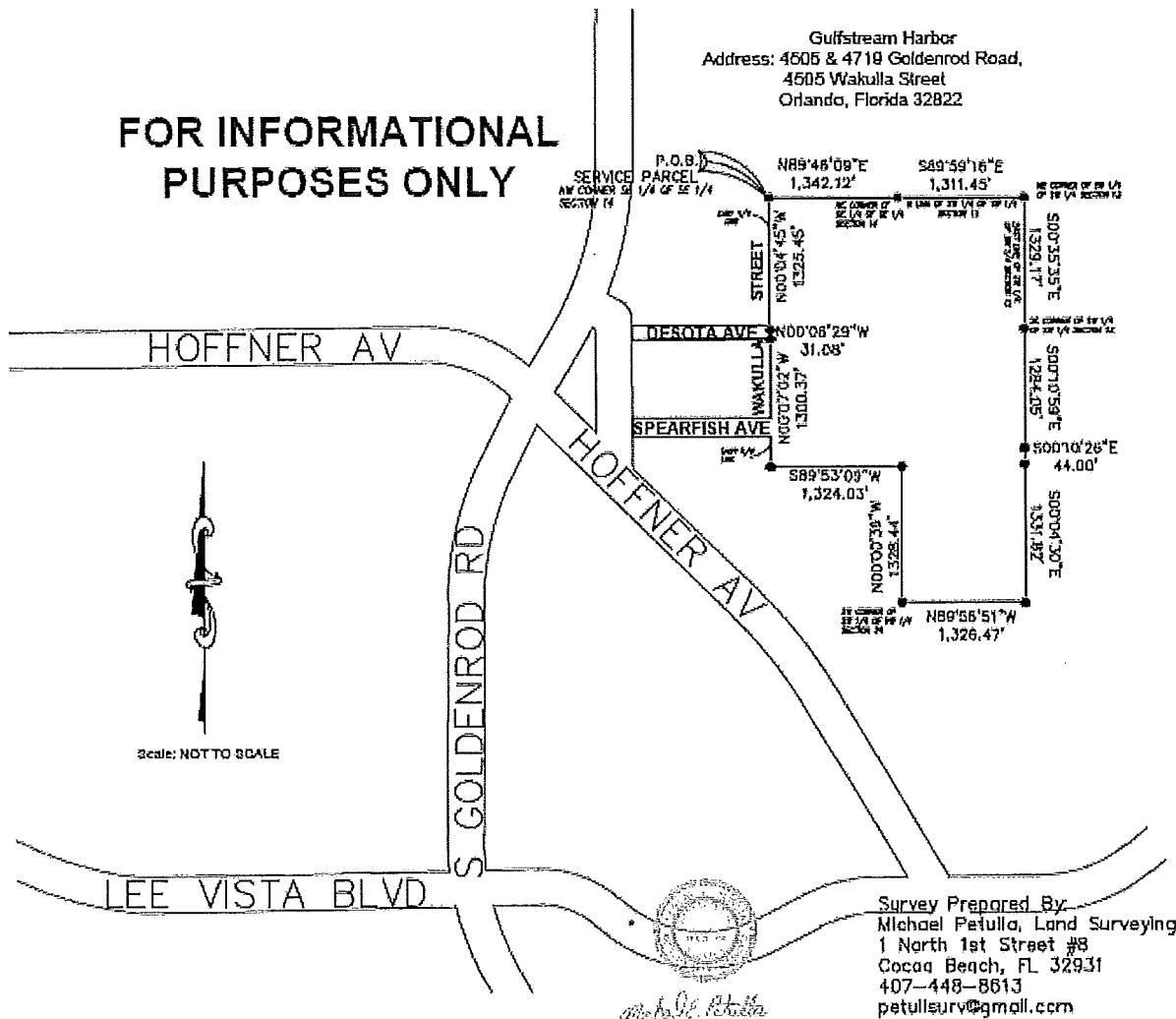
# SERVICE PARCEL LEGAL AND SKETCH

THAT PART OF SECTIONS 13, 14, 23 AND 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE N 89°46'08" E, 1,342.12 FEET TO THE NORTHEAST CORNER OF SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S 89°59'16" E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13, 1,311.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S 00°15'35" E, ALONG THE EAST LINE OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13, 1,329.17 FEET TO SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S 00°10'58" E, 1,284.05 FEET; THENCE S 00°10'26" E, 44.00 FEET; THENCE S 00°04'30" E, 1,331.82 FEET; THENCE N 89°36'51" W, 1,328.47 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 24; THENCE N 00°00'39" W, 1,328.44 FEET; THENCE S 89°53'09" W, 1,324.03 FEET TO THE EAST RIGHT OF WAY LINE OF WAKULLA STREET; THENCE N 00°07'02" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 31.08 FEET; THENCE N 00°06'29" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 31.08 FEET; THENCE N 00°04'45" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 1,325.45 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13-23-30 AS BEING S89°59'16" E.

THE SPECIFIC PURPOSE OF THIS SKETCH AND LEGAL IS FOR UTILITY COMPANIES TO ACCESS THE SERVICE PARCEL AND THE LEASE PARCEL AND THIS LEGAL AND SKETCH IS NOT TO BE USED FOR ANY REAL ESTATE TRANSACTION OR DEED RECORDING. THIS IS FOR INFORMATIONAL DIRECTIONAL PURPOSES ONLY.



**EXHIBIT B**  
**The Leased Premises**

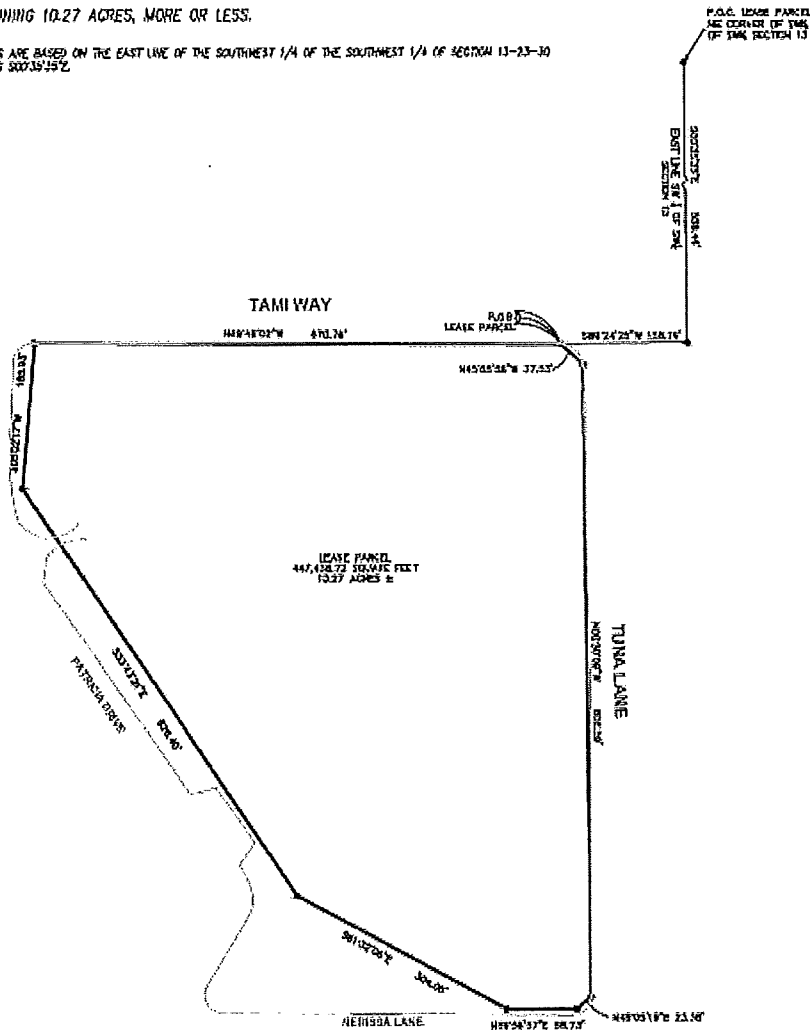
# LEASE PARCEL LEGAL AND SKETCH

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S00°35'35"E, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, A DISTANCE OF 358.44 FEET; THENCE S89°24'25"W, 158.76 FEET TO THE POINT OF BEGINNING; THENCE N 89°46'02"W, 670.76 FEET; THENCE S05°02'17"W, 185.95 FEET; THENCE S33°43'21"E, 826.40 FEET; THENCE S81°32'08"E, 304.06 FEET; THENCE N89°56'57"E, 88.73 FEET; THENCE N48°05'19"E, 23.38 FEET; THENCE N00°30'09"W, 806.89 FEET; THENCE N45°55'58"W, 37.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.27 ACRES, MORE OR LESS.

MEASUREMENTS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13-23-30 AS BEING S00°35'35"E



*Michael Petulla*

Survey Prepared By:  
 Michael Petulla, Land Surveying  
 1 North 1st Street #8  
 Cocoa Beach, FL 32931  
 407-448-8613  
 petullasurv@gmail.com



**EXHIBIT J**

COST STUDY AND DEVELOPMENT OF RATES

Sun Communities  
 Gulf Stream Harbor Mobile Home Park - Wastewater System  
 Estimated Original Cost Less Depreciation at December 31, 2021

Line No.	NARUC Account	Description	Year Installed (2)	Age (Yrs.)	FPSC (3) Depreciation Rate (%)	Costing Method		Replacement Cost (5)	Estimated Original Cost	Accumulated Depreciation	Original Cost Less Accum. Depreciation	Annual Depreciation Expense	
						Actual Invoice (4)	Trended						
1	351	Organization (Original Certificate Filing)			2.50%			65,250			65,250	1,631	
2	353	Land and Land Rights (10.27 acres plant/po)	1980					\$98,726					
3	354	Structures and Improvements Two RIBs	1980	41.5	2.50%		1,700,000		Fully Depreciated				
4	360	Collection Sewers - Force Phase 1	1980	41.5	2.50%				Fully Depreciated				
5	360	Collection Sewers - Force Phase 2	1980	41.5	2.50%				Fully Depreciated				
6	361	Collection Sewers - Gravity Phase 1	1980	41.5	2.50%				Fully Depreciated				
7	361	Collection Sewers - Gravity Phase 2	1980	41.5	2.50%				Fully Depreciated				
8	361	Collection Sewers - Manholes Phase 1	1980	41.5	3.70%				Fully Depreciated				
9	361	Collection Sewers - Manholes Phase 2	1980	41.5	3.70%				Fully Depreciated				
10	363	Services to Customers Phase 1	1980	41.5	2.86%				Fully Depreciated				
11	363	Services to Customers Phase 2	1980	41.5	2.86%				Fully Depreciated				
12	364	Flow Measuring Devices	1980	41.5	20.00%				Fully Depreciated				
13	364	Flow Measuring Devices	2019	2.5	20.00%			3,764	1,882	1,882		753	
14	371	Pumping Equipment-Lift Stations (Six)	1980	41.5	5.56%		1,650,000		Fully Depreciated				
15	371	Pumping Equipment-Lift Stations	2016	5.5	5.56% Yes			7,131	2,181	4,951		397	
16	371	Pumping Equipment-Lift Stations #2 Rehab	2021	0.5	5.56% Budgeted			73,615	2,046	71,569		4,093	
16	380	Treatment and Disposal Equipment 0.100 M	1980	41.5	3.13%		400,000		Fully Depreciated				
17	380	Treatment and Disposal Equipment 0.100 M	2017	4.5	3.13% Yes			9,999	1,408	8,591		313	
18	380	Treatment and Disposal Equipment 0.100 M	2018	3.5	3.13% Yes			159,233	17,444	141,789		4,984	
19	380	Treatment and Disposal Equipment 0.100 M	2019	2.5	3.13% Yes			13,366	1,046	12,320		418	
20	380	Treatment and Disposal Equipment 0.100 M	2020	1.5	3.13% Yes								
21	380	Treatment and Disposal Equipment 0.100 M	2021	0.5	3.13% Yes			22,272	349	21,923		697	
22	Total Net Cost Plant In Service								\$3,750,000	\$453,356	\$26,356	\$328,274	\$13,286

**Footnotes:**

- (1) Based on Construction Cost Indices at mid year for the test year and estimated year of installation.
- (2) As indicated in information provided by Sun Communities
- (3) Depreciation rates based on FPSC prescribed rates 25-30.140
- (4) Sun Communities was not able to obtain any actual invoices or support for the original plant investment from previous owner.  
 Therefore, the Company has prepared an original cost study to support the original plant investment. Some of the cost data was extracted from US Water records which is indicated by "Yes" and supported by vendor invoices.
- (5) Represents the estimated cost today for similar facilities based upon the replacement cost estimates provided by US Water Corp.
- (6) Actual land cost unknown, therefore estimated at \$15,000 per acre in 1980 based upon similar system in Orange County. See PSC Transfer Docket No. 991984-WS for discussion of land on page 8 where value of land in 1990 was \$17,931 per acre.

Sun Communities -Gulfstream Harbor Mobile Home Park  
Plant Land Value Esitmed at Time Placed In Service

Line No.		Annual CPI	Trended Value
1	Value Per Acre at Jan 1990	\$ 17,931	
2	CPI 1989	4.67%	\$ 17,094
3	CPI 1988	4.05%	\$ 16,401
4	CPI 1987	1.46%	\$ 16,162
5	CPI 1986	3.89%	\$ 15,533
6	CPI 1985	3.53%	\$ 14,985
7	CPI 1984	4.19%	\$ 14,357
8	CPI 1983	3.71%	\$ 13,824
9	CPI 1982	8.39%	\$ 12,664
10	CPI 1981	11.83%	\$ 11,166
11	CPI 1980	13.91%	\$ 9,613
12	Plant site acreage		10.27
13	Value for 99-Year Lease		\$ 98,726
14	10% Annual Amount Expensed		\$ 9,873

Notes:

Annual inflation data from Inflationdata.com for January each year.

Value of land for from transfer docket no.991984 Order No. PSC-00-1675-PAA-WS issued September 19, 2000 at page 8. Copy is attached.



Test Year Revenue Requirement - Wastewater System  
 For the 12-Months Ended May 31, 2021  
Sun Communities - Gulfstream Harbor Mobile Home Park

Line No.	Account Description	Actual 2020	12-Months Ended 5/31/2021 Orange County	12-Months Ended 5/31/2021 Sewer Plant	12-Months Ended 5/31/2021 For The Total System
1	Salaries and Wages - Employees				-
2	Salaries and Wages - Officers, Directors				-
3	Employee Pensions and Benefits				-
4	Purchased Wastewater from Orange County	82,134	72,147		72,147
5	Purchased Power WWTP/Lift Stations Fuel for Power Production	10,605		10,696	10,696
6	Sludge Hauling	38,150		42,300	42,300
7	Chemicals	4,644		5,226	5,226
8	Materials and Supplies				-
	Contractual Services				-
9	Management Fee	242			-
10	Meter Reading and Billing (NUBS and Nordis)	-	3,036	3,036	6,072
11	US Water Routine Repair and Maintenance	4,442		600	600
12	US Water Monthly Compliance Testing	19,788		20,447	20,447
13	Quarterly Lift Station Maintenance	19,632		9,632	9,632
14	Conta Flow Lift Station Repair and Maintenance	2,500		9,060	9,060
15	Creative Multi Care Backflow Testing WWTP/Line Repair	575		2,500	2,500
16	Accounting - Annual Rate Indexing/Annual Report	-			2,000
17	Rents	-			-
18	Transportation Expense	-			-
19	Insurance Expense	-			-
20	Regulatory Commission Expense	-			-
21	Bad Debt Expense	-			-
22	Miscellaneous Expenses - Office Supplies	-			-
23	Total Operation and Maintenance Expenses	182,712	75,183	103,497	180,680
	Taxes Other Than Income Tax:				
24	Regulatory Assessment Fees	-	-	-	-
25	Payroll Tax	-	-	-	-
26	Property Tax- Land Lease	-	-	-	-
27	Total Taxes Other Than Income Tax	-	-	-	-
28	Depreciation/Amortization Expense (STP Permit Renewal)	1,300	-	1,300	1,300
29	Total Revenue Requirement	184,012	75,183	104,797	181,980
30	Billed Sewer Sales	141,262	47,973	60,591	
31	Over/(Under) Recovery		(27,210)	(42,906)	

Sun Communities - Gulfstream Harbor Mobile Home Park  
Proposed Wastewater Rate Design

Line No.	NARUC Account	Test Year Costs	Allocation Basis		Amount Allocated To:	
			Base Facility	Gallage	Base Facility	Gallage
1	701 Salaries and Wages - Employees (1)	\$ 6,021	50%	50%	\$ 3,010	\$ 3,010
2	703 Salaries and Wages - Officers, Directors, and Majority Stockholders	-	50%	50%	-	-
3	704 Employee Pensions and Benefits (1)	980	50%	50%	480	490
4	710 Purchased Wastewater Treatment	72,147	0%	100%	-	72,147
5	711 Sludge Removal Expense	42,300	0%	100%	-	42,300
6	715 Purchased Power	10,696	0%	100%	-	10,696
7	716 Fuel for Power Production	-	0%	100%	-	-
8	718 Chemicals	5,228	0%	100%	-	5,228
9	720 Materials and Supplies	-	50%	50%	-	-
10	730 Contractual Services:	-	-	-	-	-
11	Management Fee	-	50%	50%	-	-
12	Meter Reading and Billing (NUBS and Nordis)	6,072	50%	50%	3,036	3,036
13	US Water Routine Repair and Maintenance	800	50%	50%	300	300
14	US Water Monthly Compliance Testing	20,447	50%	50%	10,224	10,224
15	Qlly Lift Station Maintenance	9,832	50%	50%	4,816	4,816
16	Conta Flow Lift Station Repair and Maintenance	9,080	50%	50%	4,530	4,530
17	Creative Mulli Care Backflow Testing	2,500	50%	50%	1,250	1,250
18	Accounting - Annual Rate Indexing/Annual Report	2,000	50%	50%	1,000	1,000
19	740 Rents	-	100%	0%	-	-
20	750 Transportation Expense	-	50%	50%	-	-
21	755 Insurance Expense	-	50%	50%	-	-
22	766 Regulatory Commission Expense	-	50%	50%	-	-
23	770 Bad Debt Expense	-	50%	50%	-	-
24	775 Miscellaneous Expenses	-	50%	50%	-	-
25	Total Operallon and Maintenance Expenses	<u>187,681</u>			<u>28,656</u>	<u>159,025</u>
	Taxes Other Than Income Tax:					
26	Payroll Tax (1)	907	50%	50%	454	454
27	Property Tax - Land Lease from Exhibit No.	<u>9,873</u>	100%	0%	<u>9,873</u>	-
28	Total Taxes Other Than Income Tax	<u>10,780</u>			<u>10,328</u>	<u>454</u>
29	Depreciation/Amortization Expense from Net Plant	1,300	100%	0%	1,300	-
30	Total Revenue Requirement	<u>\$ 199,761</u>			<u>\$ 40,282</u>	<u>\$ 159,479</u>
31	Rate of Return on Net Investment-Rate Base @ 7.0% (2)	\$ 47,949			47,949	
32	Regulatory Assessment Fees @ 4.5%	<u>11,147</u>			<u>11,147</u>	
33	Total Cost of Service for Rate Design	<u>\$ 258,857</u>			<u>\$ 99,378</u>	<u>\$ 159,479</u>
34	ERC's from Exhibit No. Adjusted to 0.80 per Rule 25-30.055(1)(a) for mobile homes				780	
35	Proposed Monthly Base Charge				\$ 10.62	
36	Thousands of Gallons (0-6,000)					23,464
37	Proposed Usage Charge Per 1,000 Gallons (6,000 Gallon Cap)					\$ 6.80

(1) Salaries for community manager and maintenance supervisor allocated to wastewater system per Exhibit \_\_\_ attached.  
(2) Includes 1/8 O & M for Cash Working Capital

Sun Communities - Gulfstream Harbor Mobile Home Park  
Allocation of Salaries To Wastewater Operation

Line No.	Amount	Hours/Month Allocated To Utility Operation	Annual Cost to Utility Operation	Annual Cost to Wastewater System	
<b>Community Manager:</b>					
1	Annual Salary	\$ 51,000	25	\$ 7,356	\$ 3,678
2	Pensions and Benefits	6,795	25	980	490
3	Payroll Tax	7,686	25	1,109	554
4	<b>Total</b>	<b>\$ 65,481</b>		<b>\$ 9,444</b>	<b>\$ 4,722</b>
<b>Maintenance Supervisor:</b>					
5	Annual Salary	\$ 32,490	25	\$ 4,686	\$ 2,343
6	Pensions and Benefits	6,796	25	980	490
7	Payroll Tax	4,896	25	706	353
8	<b>Total</b>	<b>\$ 44,182</b>		<b>\$ 6,372</b>	<b>\$ 3,186</b>

Sun Communities - Gulf Stream Harbor Mobile Home Park  
Estimated Organization Costs

Line No.					
1	Sundstrom & Mindlin	Legal	\$	50,000	Est Thru Completion**
2	Gary Morse	Rate Consultant	\$	10,000	Est Thru Completion**
3	American National	Sureyor	\$	3,750	Maping, Legal Desc.
4	PSC Filing Fee	Certificate Appl.	\$	1,500	
5	Total		\$	65,250	

\*\* These are for the most part estimates to prepare and file the application. To the extent there is significant additional work required due to revisions or controversy or contesting of the filing or the rates, these estimates will increase substantially.

Sun Communities -Gulfstream Harbor Mobile Home Park  
Proposed Miscellaneous Service Charges

Line No.	Task	Task Time (minutes)	Hourly Rate	Other Costs	Total Cost
<b>Late Payment Charge:</b>					
1	Admin. Labor	15	\$ 31.48		\$ 7.87
2	Supplies/Postage			\$ 0.60	\$ 0.60
3	Total Calculated Charge				\$ 8.47
4	<b>Requested Charge</b>				<b>\$ 8.00</b>
<b>Reconnection Charge:</b>					
5	Wastewater				<b>Actual Cost</b>
<b>Premise Visit Charge Normal Hours Related to Wastewater Only</b>					
6	Admin. Labor	15	\$ 31.48		\$ 7.87
7	Field Labor	20	\$ 21.24		\$ 5.31
8	Transportation (one trip)			\$ 1.10	\$ 1.10
9	Total Calculated Charge				\$ 14.28
10	<b>Requested Charge</b>				<b>\$ 14.00</b>
<b>Premise Visit Charge After Hours Related to Wastewater Only</b>					
11	Admin. Labor	15	\$ 31.48		\$ 7.87
12	Field Labor	20	\$ 31.86		\$ 7.97
13	Transportation (one trip)			\$ 1.10	\$ 1.10
14	Total Calculated Charge				\$ 16.94
15	<b>Requested Charge</b>				<b>\$ 17.00</b>
16	Non-Sufficient Funds:				Pursuant to Section 68.065(2) F

Notes:

Transportation for one trip assumed to be no more than 2 miles.

**EXHIBIT K**

PROPOSED THREE YEAR PHASING OF INCREASED RATES

Exhibit No.  
 Sun Communities - Gulfstream Harbor Mobile Home Park  
Schedule of Present Rates vs Proposed Sewer Rates

Line No.	Meter Size	Proposed Base Charge	Present Rates	Phased In Rate Proposal			Increase Yearly
				Year 1	Year 2	Year 3	
1	5/8x3/4	\$ 10.62	\$ 2.10	\$ 4.94	\$ 7.78	\$ 10.62	\$ 2.84
2	3/4Inch	\$ 15.93	N/A				
3	1 inch	\$ 26.54	N/A				
4	1 1/2 inch	\$ 53.09	N/A				
5	2 inch	\$ 84.94	N/A				
6	4 inch	\$ 169.88	N/A				
7	6 inch	\$ 265.43	N/A				
8	8 inch	\$ 530.87	N/A				
9	Usage Charge Per 000 Gallons	\$ 6.80	\$ 4.26	\$ 5.11	\$ 5.95	\$ 6.80	\$ 0.85
10	Res. Bill Each Month at	0 \$	10.62 \$				
11	Various Usage:	2,000 \$	24.21 \$				
12		3,000 \$	31.01 \$	\$ 20.26	\$ 25.63	\$ 31.01	
13		4,000 \$	37.80 \$				
14		6,000 \$	51.40 \$				
15		8,000 \$	51.40 \$				
16		10,000 \$	51.40 \$				

Notes: Proposed bills capped at 6,000 gallons per month.  
 Per 2021 usage report, average monthly use is 2777 gallons.  
 Use 3,000 for billing rate comparison proposed above  
 Present Rates provided by NUB, Orange County effective 10/2021  
 Resulting proposed rates each year before any rate indexing.

**EXHIBIT L**

TARIFF



WASTEWATER TARIFF

GULFSTREAM UTILITY LLC  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

GULFSTREAM UTILITY LLC  
NAME OF COMPANY

c/o Sun Communities, Inc.

27777 Franklin Road, Suite 200

Southfield, Michigan 48034  
(ADDRESS OF COMPANY)

(727) 451-1037

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JON COLMAN  
ISSUING OFFICER

President  
TITLE

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 .....	6.0
Service Availability Policy.....	24.0
Standard Forms.....	20.0
Technical Terms and Abbreviations .....	5.0
Territory Authority.....	3.0

JON COLMAN  
ISSUING OFFICER

President  
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER –

COUNTY – Orange

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

JON COLMAN  
ISSUING OFFICER

President  
TITLE

DESCRIPTION OF TERRITORY SERVED

**SERVICE PARCEL 1**

THAT PART OF SECTIONS 13, 14, 23 AND 24. TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NW CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE N 89°46'09" E, 1,342.12 FEET TO THE NORTHEAST CORNER OF SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S 89°59'16" E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13, 1,311.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S 00°35'35" E, ALONG THE EAST LINE OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13, 1329.17 FEET TO SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S 00°10'59" E, 1,284.05 FEET; THENCE S 00°10'26" E, 44.00 FEET; THENCE S 00°04'30" E, 1331.82 FEET; THENCE N 89°56'51" W, 1326.47 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 24; THENCE N 00°00'39" W, 1,328.44 FEET; THENCE S 89°53'09" W, 1324.03 FEET TO THE EAST RIGHT OF WAY LINE OF WAKULLA STREET; THENCE N 00°07'02" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 1300.37 FEET; THENCE N 00°06'29" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 31.08 FEET; THENCE N 00°04'45" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 1325.45 FEET TO THE POINT OF BEGINNING.

**SERVICE PARCEL 2**

A portion of Section 14, Township 23 South, Range 30 East, Orange County, Florida described as follows: Commence at the Northwest corner of the southeast 1/4 of the southeast 1/4 of said Section 14; said point being on the East right of way of Wakulla Street, thence S 89°55'15" W a distance of 30.01 feet to a point on the West right of way line of Wakulla Street; thence S 00°04'45" E, along said West right of way line a distance of 928.23 feet to the Point of Beginning; thence continue S 00°04'45" E, 301.36 feet to the North right of way line of DeSoto Avenue, thence S 89°56'26" W, along said North right of way line a distance of 426.36 feet; thence S 00°04'14" E, 15.00 feet along said North right of way line; thence S 89°56'26" W, 794.11 feet, along said North right of way line; thence N 45°04'35" W, 35.44 feet to a point on the East right of way line of Goldenrod Road; thence N 00°05'02" W, along said East right of way line a distance of 291.09 feet; thence N 89°55'51" E a distance of 1,245.55 feet to the Point of Beginning.

**SERVICE PARCEL 3**

A portion of Section 14, Township 23 South, Range 30 East, Orange County, Florida described as follows: Commence at the Northwest corner of the southeast 1/4 of the southeast 1/4 of said Section 14; said point being on the East right of way of Wakulla Street, thence S 89°55'15" W a distance of 30.01 feet to a point on the West right of way line of Wakulla Street; thence S 00°04'45" E, along said West right of way line a distance of 928.23 feet; thence continue S 00°04'45" E, 301.36 feet along said West right of way line; thence S 00°05'45" E, 75.00 feet to the South right of way line of DeSoto Avenue and the Point of Beginning; thence S 00°06'29" E, 158.88 feet along the West right of way line of Wakulla Street; thence S 89°55'34" W, 1,245.20 feet to a point on the East right of way line of Goldenrod Road; thence N 00°01'54" W, 134.21 feet along said East right of way; thence N 44°52'46" E, 35.32 feet to a point on the South right of way line of DeSoto Avenue; thence N 89°56'26" E, 1,220.41 feet along said South right of way line to the Point of Beginning.

(Continued to Sheet No. 4.0)

JON COLMAN  
ISSUING OFFICER

President  
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Available</u>	<u>Rate Schedule(s)</u>	<u>Sheet No.</u>
Orange	Gulfstream Harbor Mobile Home Park	GS/ RS	12.0 and 13.0

JON COLMAN  
ISSUING OFFICER

President  
TITLE

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 Gulfstream Utility LLC
- 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)

JON COLMAN  
ISSUING OFFICER

President  
TITLE

GULFSTREAM UTILITY LLC  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 5.1

(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.

JON COLMAN  
ISSUING OFFICER

President  
TITLE



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
Guaranteed Revenues.....	10.0	24.0
Inspection Fees .....	10.0	23.0
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
Policy Dispute .....	7.0	2.0

(Continued to Sheet No. 6.1)

JON COLMAN  
ISSUING OFFICER

President  
TITLE

GULFSTREAM UTILITY LLC  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Protection of Company's Property.....	9.0	13.0
Refusal or Discontinuance of Service .....	7.0	5.0
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

JON COLMAN  
ISSUING OFFICER

President  
TITLE

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 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

- 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)

JON COLMAN  
ISSUING OFFICER

President  
TITLE

GULFSTREAM UTILITY LLC  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 8.0

(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)

JON COLMAN  
ISSUING OFFICER

President  
TITLE

(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)

JON COLMAN  
ISSUING OFFICER

President  
TITLE

GULFSTREAM UTILITY LLC  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 10.0

(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.
- 23.0 INSPECTION FEES - Engineering plans and construction of facilities by a Developer which are to become a part of the Utility's system will be subject to review, approval and inspection by the Utility. For this service, Utility shall charge an inspection of facilities constructed by Developer. Such fees shall be paid by Developer in addition to all other charges above stated, as a condition prior to service.
- 24.0 GUARANTEED REVENUES - Not less than ten (10) days before the day upon which a Developer's on-site wastewater system is accepted by the Utility or twelve (12) months from date of Developer's Agreement and each month thereafter until all plant capacity reserved for the Developer is serving a Customer. Developer or owner of lots shall pay to the Utility the sum of money which is equal to 100% of the minimum rate of wastewater service for each equivalent residential connection to be served which is not active, and for which no connection fee has been prepaid to the Utility. As Customers, as defined by Rules and Regulations of the tariff, are added to the system, the said monthly minimum charges to be paid by the Developer will be reduced by each Customer so added.

JON COLMAN  
ISSUING OFFICER

President  
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	16.0
General Service, GS .....	12.0
Miscellaneous Service Charges.....	17.0
Multi-Residential Service, MS .....	14.0
Residential Service, RS .....	13.0
Reuse Water Service .....	15.0
Service Availability Fees and Charges.....	18.0

JON COLMAN  
ISSUING OFFICER

President  
TITLE

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD – Monthly

RATE –	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"	\$ 10.62
	3/4"	\$ 15.93
	1"	\$ 26.54
	1 1/2"	\$ 53.09
	2"	\$ 84.94
	3"	\$ 169.88
	4"	\$ 265.43
	6"	\$ 530.87
	Charge per 1,000 gallons	\$ 6.80

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 – Phase I

JON COLMAN  
ISSUING OFFICER

President  
TITLE



RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY – Available throughout the area served by the Company.

APPLICABILITY – For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD – Monthly

RATE –

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 10.62
Charge per 1,000 gallons 10 gallon cap	\$ 2.10

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 – Phase I

JON COLMAN  
ISSUING OFFICER

President  
TITLE

RATE SCHEDULE

HELD FOR FUTURE USE

JON COLMAN  
ISSUING OFFICER

President  
TITLE

RATE SCHEDULE

HELD FOR FUTURE USE

JON COLMAN  
ISSUING OFFICER

President  
TITLE

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"	\$	2x (avg. of 2 months' bill)
1"	N/A	2x (avg. of 2 months' bill)
1 1/2"	N/A	2x (avg. of 2 months' bill)
Over 2"	N/A	2x (avg. of 2 months' bill)

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's once each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate  
GULFSTREAM UTILITY LLC

ORIGINAL SHEET NO. 17.0

JON COLMAN  
ISSUING OFFICER

President  
TITLE

# WASTEWATER TARIFF

## MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

### Schedule of Miscellaneous Service Charges

	<u>Normal Business Hours</u>	<u>After Hours</u>
Initial Connection Fee	Actual Cost	Actual Cost
Normal Reconnection Fee	Actual Cost	Actual Cost
Violation Reconnection Fee	Actual Cost	Actual Cost
Premises Visit Fee (in lieu of disconnection)	\$14.00	\$17.00
Late payment Fee	\$8.00	
NSF Check Charge	Pursuant to Statute	

EFFECTIVE DATE –

TYPE OF FILING – Original Certificate

JON COLMAN  
ISSUING OFFICER

President  
TITLE

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service.....	\$	
1 1/2" metered service.....	\$	
2" metered service.....	\$	
Over 2" metered service.....	\$ Actual Cost <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (190GPD) .....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (190GPD) .....	\$	
All others-per gallon/month .....	\$	
<u>Inspection Fee</u> .....	\$ Actual Cost <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC (190GPD) .....	\$	
All others-per gallon.....	\$	
or		
Residential-per lot (___foot frontage).....	\$	
All others-per front foot.....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$	
<u>Plan Review Charge</u> .....	\$ Actual Cost <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC (190GPD) .....	\$	
All others-per gallon.....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (350 GPD) .....	\$	
All others-per gallon.....	\$	

<sup>1</sup> Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE –

TYPE OF FILING – Original Certificate

JON COLMAN  
 ISSUING OFFICER

President  
 TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE .....	21.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	20.0

JON COLMAN  
ISSUING OFFICER

President  
TITLE

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

JON COLMAN  
ISSUING OFFICER

President  
TITLE



GULFSTREAM UTILITY LLC  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 21.0

APPLICATION FOR WASTEWATER SERVICE

JON COLMAN  
ISSUING OFFICER

President  
TITLE

GULFSTREAM UTILITY LLC  
 WASTEWATER TARIFF

ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

Gulfstream Harbor  
 407-965-2836

Account Number	Site1Unit	Due Date	Amount Due	Amount Paid
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Gulfstream Harbor  
 Old Goldenrod Road  
 Otfando, FL 32822

Please Return The Top Potüon    Your Payment-DO NOT    Make Checks Payable to Gulfstream Harbor

ACCOUNT SUMMARY : Site/UniW                      Due:                      Office Phone 407-965-2836

			Ba&r					Pmvlmt*
"Amou	Ftom						uniet	

UTILITY DETAIL

JON COLMAN  
 ISSUING OFFICER  
 President  
 TITLE

**EXHIBIT M**

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

**Docket No: 2021-0191-SU; Application for Original Certificate in Orange County by Gulfstream Utility LLC**

Notice is hereby given on the \_\_\_ day of \_\_\_\_\_, 2021, pursuant to Section 367.045, Florida Statutes, and Section 25-30.034, Florida Administrative Code, of the Application for Original Wastewater Certificate in Orange County by Gulfstream Utility LLC to provide wastewater service in Section 13, 14, 23 and 24, Township 23 South, Range 30 East generally consisting of the Gulfstream Harbor Mobile Home Community, located at off old Goldenrod Road, Orange County, Florida. This legal description has been simplified and to obtain a copy of the exact legal description, please contact F. Marshall Deterding at 850-877-6555 or [mdeterding@sfflaw.com](mailto:mdeterding@sfflaw.com).

Gulfstream is requesting approval of a three-year phase-in of compensatory wastewater rates and charges.

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 F. Marshall Deterding, Esquire, Sundstrom & Mindlin, LLP, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301. This objection must state the grounds for the objection with particularity.

GULFSTREAM UTILITY LLC  
27777 Franklin Road, Suite 200  
Southfield, MI 48034