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March 15, 2022

***Via Electronic Filing***

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

Re: Application for Authority to Transfer - CSWR-Florida Utility Operating  
Company, LLC; Tymber Creek Utilities, Inc.

Dear Commission Clerk:

Attached please find an Application for Authority to Transfer filed by CSWR Florida Utility Operating Company, LLC ("CSWR-Florida UOC") relating to Tymber Creek Utilities, Inc. A filing fee in the amount of \$1,500.00, as well as a Request for Confidential Classification as to Exhibit D, will be separately hand delivered to the Office of Commission Clerk.

Sincerely,

*/s/ Thomas A. Crabb*

Thomas A. Crabb  
Susan F. Clark  
Attorneys for Applicant  
CSWR-Florida Utility Operating Company, LLC

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Application for transfer of water and wastewater facilities of Tymber Creek Utilities, Incorporated, and Water Certificate No. 303-W, and Wastewater Certificate No. 252-S to CSWR-Florida Utility Operating Company, LLC, in Volusia County.

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Docket No.: \_\_\_\_\_

**APPLICATION FOR TRANSFER OF FACILITIES AND CERTIFICATE FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

CSWR-Florida Utility Operating Company, LLC (“CSWR-Florida UOC” or “Applicant”), pursuant to section 367.071, Florida Statutes, and rule 25-30.037(2), Florida Administrative Code, applies for transfer of the facilities and Water Certificate No. 303-W and Wastewater Certificate No. 252-S of Tymber Creek Utilities, Inc. in Volusia County, Florida.

**FILING FEE**

The water system of the utility to be transferred has the capacity to serve up to 500 ERCs (equivalent residential connections). The wastewater system of the utility to be transferred has the capacity to serve up to 500 ERCs. Pursuant to rule 25-30.020(2)(c), the appropriate filing fee is \$750 for water and \$750 for wastewater. The total filing fee of \$1,500.00 is enclosed with this application.

**PART I. APPLICANT INFORMATION**

**A. Contact Information for Utility/Seller**

Utility Name: Tymber Creek Utilities, Incorporated  
Street/Mailing Address: 1951 W. Granada Blvd.  
Ormond Beach, FL 32174  
Phone Number: (386) 672-9815  
Fax Number: (386) 677-5707  
FEIN: 59-3231210  
Email address: tymbercreekutil@aol.com  
Website address: none  
Water Certificate No.: 303-W  
Wastewater Certificate No.: 252-S

**B. Contact Information for Utility/Seller’s Authorized Representative**

Name: T. Brent Jenkins, Esq.  
Mailing Address: 265 Clyde Morris Blvd., Suite 300  
Ormond Beach, FL 32174

Phone Number: (386) 672-1332  
Fax Number: (386) 672-1333  
Email address: tbjenkinspa@aol.com

**C. Contact Information for Buyer/Applicant**

Buyer's Name: CSWR-Florida Utility Operating Company, LLC  
Office Street Address: 1650 Des Peres Road, Suite 303  
St. Louis, MO 63131  
Phone Number: (314) 736-4672  
Fax Number: (314) 736-4743  
FEIN: 38-4180174  
Email address: regulatory@cswrgroup.com  
New Utility Name: CSWR-Florida Utility Operating Company, LLC

The Buyer as defined in the purchase agreement is "Central States Water Resources, Inc., a Missouri corporation, or its assigns." Prior to closing, Central States Water Resources, Inc., or its affiliate, will assign all rights and interests to CSWR-Florida UOC.

**D. Contact Information for Buyer's Authorized Representatives**

Name: Susan F. Clark, Esq.  
Thomas A. Crabb, Esq.  
Mailing Address: Radey Law Firm  
301 South Bronough Street, Suite 200  
Tallahassee, FL 32301  
Phone Number: (850) 425-6654  
Fax Number: (850) 425-6694  
Email addresses: sclark@radeylaw.com  
tcrabb@radeylaw.com  
sturner@radeylaw.com  
dgueltzow@radeylaw.com

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

Name: T. Brent Jenkins, Esq.  
Mailing Address: 265 Clyde Morris Blvd.  
Ormond Beach, FL 32174  
Phone Number: (386) 672-1332  
Fax Number: (386) 672-1333  
Email address: tbjenkinspa@aol.com

If the Public Service Commission audits the books and records of the Utility/Seller as part of this docket, then the primary point of contact for the audit should be the Seller's Authorized Representative, T. Brent Jenkins. Applicant requests that Buyer's Authorized Representative,

Thomas A. Crabb, Esq. (tcrabb@radeylaw.com; sturner@radeylaw.com), be copied on all audit correspondence, document and data requests, etc. from the Commission relating to the audit.

**F. Buyer’s Business Organization**

The Applicant is a Florida limited liability company created on March 31, 2021, document number L21000150005. Applicant is not doing business under a fictitious name. Attached as **Exhibit A** are Applicant’s Articles of Organization and documents from the Florida Department of State, Division of Corporations, showing Applicant’s business name and active document number.

The Buyer/Applicant CSWR-Florida UOC is wholly owned by CSWR-Florida Utility Holding Company, LLC, a Florida limited liability company whose principal address is 1650 Des Peres Road, Suite 303, St. Louis, MO 63131.

**PART II. TRANSFER OF CERTIFICATE**

**A. Description of Sale Agreement**

Attached as **Exhibit B** is a copy of the executed Purchase and Sale Agreement (“Agreement”).

A closing date is not specified in the Agreement as closing is dependent upon, among other things, a Commission order authorizing transfer of the Seller’s assets. All conditions that must be satisfied before closing are specified in Section 4.01 of the Agreement.

The purchase price for the Seller’s assets is located in Section 1.02(a) of the Agreement. The purchase price, less any earnest money, shall be payable in cash at closing by wired funds and shall be paid on the Closing Date as defined in Section 4.01 of the Agreement.

CSWR-Florida UOC is not acquiring any non-regulated assets or operations of the Seller and is not assuming any of Seller’s liabilities or obligations. The transaction is limited to the acquisition of assets used to provide regulated utility service. As the list of assets being purchased, attached as **Exhibit C** is the “Water Utility Plant Accounts,” page W-4(a) and the “Wastewater Utility Plant Accounts,” page S-4(a) from the Seller’s 2020 Annual Report to the Commission.

In addition, Article I of the Agreement generally describes the property to be acquired. Following conclusion of the Feasibility Period (as defined in Section 2.04 of the Agreement) and prior to closing, major units or items of acquired property (land, improvements, and rights of way, tools, devices, equipment, furniture, fixtures, machinery, supplies, and other material tangible items) will be identified and included on exhibits A and B to the Agreement; however, the dollar values of those items will not be individually identified.

The purchase price will be paid in cash at closing. There is no other consideration between the parties, including salaries, retainer fees, stock, stock options, or assumption of any Seller obligation.

Under the terms of the Agreement, CSWR-Florida UOC is not acquiring or assuming responsibility for pre-closing obligations of the Seller, including Seller's obligations related to customer deposits. Prior to closing, it would be Seller's responsibility to return any such deposits in accordance with Florida Commission rules and Seller's approved tariff. Prior to closing, CSWR-Florida UOC will review all leases and developer agreements and will assume or renegotiate those agreements on a case-by-case basis. Any customers or developers who paid advances to Tymber Creek Utilities prior to closing will be given full credit for those payments after closing.

Upon closing, CSWR-Florida UOC will fulfill the commitments, obligations, and representations of the Seller with regard to utility matters.

CSWR-Florida UOC has or will obtain the books and records of the Seller, including all supporting documentation for rate base additions since the last time rate base was established. The books and records of CSWR-Florida UOC will be maintained using the NARUC Uniform System of Accounts.

CSWR-Florida UOC will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location.

## **B. Financial Ability**

CSWR-Florida UOC was created for the purpose of acquiring and operating water and wastewater systems in Florida as a public utility. Unless and until it acquires such systems, the Applicant has no financial statements. In lieu of such information, the 2019 and 2020 audited financial statements of CSWR, LLC and its subsidiaries are provided in redacted form and attached as **Exhibit D**. An unredacted version of Exhibit D, along with a Request for Confidential Classification for the same, will be separately filed.

Attached as **Exhibit E** is the CSWR organization chart showing CSWR-Florida UOC and its affiliates. US Water Systems, LLC, is the sole member (i.e., 100% owner) of CSWR, LLC ("CSWR"). No partner or affiliated company has provided debt financing to CSWR.

To fund the acquisition proposed in this application, CSWR will invest sufficient equity in CSWR-Florida UOC to (a) pay the purchase price and all costs related to the acquisition of assets currently owned by Seller; (b) fund necessary capital improvements; and (c) provide working capital to sustain operations until fully compensatory rates are implemented and CSWR-Florida UOC becomes self-sufficient.

## **C. Technical Ability**

### **1. Experience In The Water And Wastewater Industry**

CSWR-Florida UOC is part of an affiliated group of holding and utility operating companies currently providing water and wastewater services to customers in Missouri, Arkansas,

Kentucky, Texas, Louisiana, Tennessee, Mississippi, Arizona, and North Carolina. The affiliate group includes CSWR, which employs personnel with managerial and operational expertise necessary to provide essential services to its utility affiliates. The services CSWR provides include, but are not limited to, executive management, administrative, legal, accounting, finance, engineering, accounts payable, and risk management. CSWR also invests equity capital used to acquire utility assets and systems (such as those for which authority is sought by this application), make required capital improvements, and provide working capital necessary to operate those systems until they become self-sufficient.

Since their formation, CSWR and its affiliates have invested more than \$150 million to acquire and operate water and wastewater systems in Missouri, Arkansas, Kentucky, Louisiana, Texas, Mississippi, Tennessee, North Carolina, and Arizona. Combined, these systems currently serve approximately 73,000 water and 117,000 wastewater customers. In each of those jurisdictions, state utility regulators determined CSWR and its affiliates have the financial strength and the managerial and operational experience and expertise necessary to acquire, improve, own, and operate water and wastewater systems in a manner that serves the public interest.

CSWR's operating company affiliates have also filed or soon will file acquisition applications in Missouri, Texas, Kentucky, Arizona, North Carolina, Louisiana, Mississippi, and Tennessee.

CSWR's business plan is to purchase and recapitalize water and wastewater systems and to operate those systems as investor-owned regulated utilities. Most of the systems acquired are not providing safe and reliable service. Many of the systems CSWR acquires are out of compliance with state utility commission rules and with federal and state environmental or public health laws. Many of the systems also lack the federal and/or state permits required to lawfully operate. And many have not increased rates for a decade or more and therefore lack the financial resources necessary to build, maintain, and make replacements to the systems.

In other states, CSWR's utility operating companies have acquired distressed systems, invested the capital necessary to construct or repair the physical facilities, and provided the managerial experience and expertise required to operate those systems in a way that satisfies customers, regulators, and investors alike. If given the opportunity, we can bring those same financial resources and the same managerial and operational expertise to the systems we propose to acquire in Florida.

If this application is approved, CSWR-Florida UOC would hire one or more unaffiliated operations and maintenance firms (preferably local) that have knowledgeable and experienced personnel and that hold all Florida licenses necessary to manage daily operations of the system at issue in this application. CSWR-Florida UOC would also use an unaffiliated billing and customer service firm – the same firm currently used by its affiliates outside Florida.

CSWR has developed a centralized computerized maintenance management system that monitors the performance of its water and wastewater systems and allows personnel to track ongoing maintenance and testing activities of all third-party contractors. In addition, CSWR uses GIS survey information to accurately map all infrastructure assets, which enables anticipatory and

targeted infrastructure investment. CSWR's outside firms are required to provide 24-hour emergency service phone numbers to report service issues, provide on-call emergency service personnel who must respond within prescribed time limits, use a computerized maintenance management system for wastewater and drinking water utility assets, provide online bill payment options, and use up-to-date website bulletins about current service status.

While day-to-day operational, billing, and customer service functions would be provided by contractors, all management, financial reporting, underground utility safety and location services, Commission regulatory reporting, environmental regulatory reporting and management, operations oversight, utility asset planning, engineering planning, ongoing utility maintenance, utility record keeping, and final customer dispute management would be performed by personnel at CSWR's corporate office. CSWR personnel also would monitor the activities of contractors to make sure the systems are being operated and maintained properly and customer needs are being met.

Brief biographies of CSWR's key executive and operational leaders are attached as **Exhibit F**. Additional information regarding CSWR and its affiliates, including case studies showing the significant improvements made in some of the acquired systems can be found on CSWR's website: <https://www.centralstateswaterresources.com>.

## **2. Continued Operation Of The Utility**

CSWR-Florida UOC plans to use one or more appropriately qualified and licensed contract operators to handle day-to-day inspections, checks, sampling, reporting, and meter reading. The contract operator also would be responsible for necessary system repairs, as well as extraordinary issues that arise from time to time, to ensure proper facility operations. All contractor activities would be tracked by a computerized maintenance system. In addition, a computerized plant monitoring system would integrate repair and system operations data into a single water information management platform that includes all systems operated by CSWR-Florida UOC's affiliates.

The Applicant will use a contractor for billing and handling customer calls. The contractor would be responsible for computing, printing, and sending monthly bills to customers and for collecting payments. The billing contractor's staff would also field and process customer bill inquiries, make bill adjustments, address customer requests for payment plans, and interact with Commission Staff regarding billing issues as necessary. Billing contractor employees are trained to route any customer service complaints and inquiries to the service contractor.

Contractors providing day-to-day operations and maintenance services are selected through a competitive bidding process. The contractor providing billing and related services for CSWR affiliates in Missouri, Arkansas, Kentucky, Texas, Louisiana, Mississippi, Arizona, North Carolina, and Tennessee would likely be used in Florida. By using this contractor, Nitor Billing Services, LLC, CSWR-Florida UOC would have access to proprietary systems developed to meet the needs of the affiliate group and its customers. CSWR-Florida UOC also would benefit from economies of scale available from a systemwide customer service vendor.

As needed, CSWR-Florida UOC would implement operational changes to improve and enhance customer service. In addition, upon acquisition, customers would have access to a 24-hour phone line to report any utility service issues. Those calls would then be transferred into the computerized maintenance management system and converted into work orders, which creates a historical record of all reported service issues. The work order also would ensure contracted customer service personnel can commence work required to address customer service issues quickly and efficiently. The Applicant would ensure customers served by the system have access to customer service representatives during normal business hours to talk about any customer concerns. Additionally, CSWR-Florida UOC would establish a utility-specific webpage and dedicated email address to keep customers informed about their utility service. Mirroring the relevant utility homepage information, the Applicant will also implement a dedicated social media page to offer another avenue of communication with customers about utility matters. The social media account will be staffed by customer service representatives who can quickly answer customer questions. Finally, the Applicant would offer online bill paying options to customers including e-checks and debit and credit cards.

#### **D. Territory Description, Public Interest, and Facilities**

##### **1. Territory Description**

Attached as **Exhibit G** is a copy of the legal description of the proposed service area in Volusia County, Florida. This is the same territory currently served by the Seller.

##### **2. Public Interest**

Approving the proposed transfer of the system is in the public interest. CSWR has demonstrated it has the managerial and operational expertise and experience necessary to own and operate many water and wastewater systems. It also has access to the capital necessary to repair and upgrade systems to ensure they comply with all health and environmental regulations and provide safe and reliable service to customers.

CSWR's utility operating companies have a proven track record of acquiring small, oftentimes distressed, water and wastewater systems, making the repairs and upgrades those systems require, and operating them in a way that pleases utility and environmental regulators alike. Utility and environmental regulators in several states have sought out CSWR affiliates to become the emergency operator of systems in need of immediate aid. The Missouri Public Service Commission and the Missouri Department of Natural Resources have recognized the solid track record CSWR affiliated utilities have established for acquiring, rehabilitating, maintaining, and operating troubled water and wastewater systems in that state. In all the states where we have been authorized to acquire systems, the public utility commission found the group has the financial, technical, and managerial ability necessary to serve the public. Moreover, in many of our states, the regulators have approved multiple acquisitions, showing that we have established a track record of service in the public interest.

As our website states, the mission of CSWR and its affiliated utilities is to bring safe, reliable, and environmentally responsible water resources to every community in the United States.



As it works to accomplish that objective, the group is transforming how water utilities work by using technology and innovation to quickly assess and invest in reliable infrastructure that meets or exceeds stringent state and federal safety standards, ensuring all communities have access to safe, clean, and reliable water resources while protecting essential natural resources.

### **3. Condition Of The System**

CSWR-Florida UOC's preliminary engineering analyses of the systems are attached as **Exhibit H**. These assessments identify components of the systems that are in need of repair or improvement and provide a breakdown of the potential costs of those improvements. In addition, these analyses provide information on the systems' recent compliance history.

Pursuant to rule 25-30.037(2)(q) F.A.C., the systems are in need of repairs and improvements, including those identified in Exhibit H, for which CSWR-Florida UOC will be responsible. No governmental authorities are presently requiring repairs or improvements to the systems.

### **4. Right To Continued Long-Term Use Of Land**

Attached as **Exhibit I** is an unrecorded draft deed. CSWR-Florida UOC commits to filing the executed and recorded deed with the Commission within sixty (60) days after closing. See sections 2.02, 2.03, and 4.01(b) of the Agreement for additional information relating to title transfer.

### **5. Current Permits**

Attached as **Exhibit J** is the Seller's latest permit from the Florida Department of Environmental Protection ("DEP). The permit expired as of October 27, 2021; however, the Seller applied for a renewal permit in April 2021 and that application is pending. The DEP advises that it cannot process a transfer application for this permit until after title closing of the real estate, which cannot occur until after the Commission approves the acquisition. Accordingly, CSWR-Florida UOC commits to filing with the Commission a copy of the DEP transfer application within sixty (60) days of closing.

The Seller does not have a consumptive use permit with the St. Johns River Water Management District. Instead, Tymber Creek Utilities acquires its water from the City of Ormond Beach pursuant to a Water Supply Agreement.

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

Attached as **Exhibit K** are copies of the most recent DEP compliance inspection report. The Seller has informed CSWR-Florida UOC that there are no secondary water quality reports since the water is supplied by the City of Ormond Beach. The City or Ormond Beach does all of the sampling for the tap water compliance items and provides an Annual Water Quality Report.

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

Reports and correspondence submitted to DEP regarding the Tymber Creek wastewater treatment facility (DEP Facility ID #FLA011193) are available at the following link:

<https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/FLA011193/facility!search>

Additional correspondence is attached as **Exhibit L**.

**8. Customer Complaints**

Tymber Creek Utilities advises that it has not received any customer complaints regarding DEP secondary water quality standards during the past five years.

**E. Proposed Tariff**

Attached as **Exhibit M** is a copy of Tymber Creek Utilities' current rates.

**F. Accounting Information**

**1. Proposed Net Book Value; Acquisition Adjustment; Rate Base**

**Net Book Value**

The best information currently available regarding the Net Book Value ("NBV") of the assets that CSWR-Florida UOC proposes to acquire is Tymber Creek Utilities' 2020 Annual Report. As shown on pages F-1(a) and F-2(b) of that document (attached as **Exhibit N**), as of December 31, 2020, the NBV of Tymber Creek Utilities' water system was \$341,241 (Total Net Utility Plant less Total Net C.I.A.C.). However, based on the experience of CSWR operating company affiliates outside Florida, annual reports and the books and records of selling utilities may not capture all investment that can be categorized as utility plant under the Uniform System of Accounts. Therefore, CSWR-Florida UOC will not be able to definitively determine NBV until a thorough post-closing review of relevant plant and accounting records is completed.

**Acquisition Adjustment**

The agreed purchase price for Tymber Creek Utilities' assets, \$1,000,000, was reached through arms-length negotiations. For regulatory purposes, CSWR-Florida UOC has made the following allocation of the purchase price: \$290,000 to water (29% of purchase price); and \$710,000 to wastewater (71% of purchase price).

The methodology used to determine these allocation amounts is a ratio of 2020 annual net operating revenue of each component to the total net operating revenue as reported on Tymber Creek's 2020 Annual Report to the Commission. According to Tymber Creek's 2020 Annual

Report, net operating revenues totaled \$497,305, broken out as \$144,633 (29%) from water and \$352,672 (71%) from wastewater. Applying those same percentages to the purchase price of \$1,000,000 provides the above allocations.

CSWR-Florida UOC seeks recognition of the full purchase price in its rate base for future ratemaking purposes. Accordingly, CSWR-Florida UOC requests a positive acquisition adjustment for the difference between the purchase price and the NBV, based on extraordinary circumstances as provided in rule 25-30.0371, F.A.C. The financial strength and managerial and operational experience of CSWR will provide benefits to the customers of Tymber Creek Utilities in terms of cost-efficiencies, quality of service improvements, improvements in regulatory compliance and rate stability over the long-term. CSWR has a proven track record in delivering on promises to improve utility service and customer satisfaction.

At this time, CSWR-Florida UOC is unable to quantify the impact to customers of the requested acquisition adjustment due to the many variables that can impact rates. These variables include capital structure, ROI, amortization periods, and various other factors that could influence the projected impact.

The rule factors supporting the requested positive acquisition adjustment are discussed in more detail below.

#### Cost Efficiencies

CSWR's size and its consolidation of many small systems under one financing and managerial entity will result in cost efficiencies in the operation of Tymber Creek Utilities' water and wastewater systems, particularly in the areas of:

- PSC and environmental regulatory reporting
- Managerial and operational oversight
- Utility asset planning
- Engineering planning
- Ongoing utility maintenance
- Utility record keeping
- Customer service responsiveness
- Improved access to capital necessary to repair and upgrade Tymber Creek Utilities to ensure compliance with all health and environmental requirements and ensure service to customers remains safe and reliable

The Applicant believes that customers would benefit from economies of scale and other advantages available from CSWR. While this does not necessarily reflect cost savings compared to the current operations expenses of the Seller, the advantages of this acquisition are reflected in CSWR's resources pertaining to customer service, an advanced computerized maintenance management system, and personnel with years of experience across over 300 plants. After owning and operating the system for a short period of time, the Applicant will be able to accurately assess costs to more accurately reflect the actual operating needs and characteristics of the system.

### Improvements in Quality of Service

- Provision of 24-hour emergency service phone numbers to report service issues
- On-call emergency service personnel who are required to respond to emergency service calls within prescribed time limits
- Use of a computerized maintenance management system that converts information into work orders creating a historical record of service issues to ensure that customer service personnel can quickly address service issues
- Access to managerial and operational resources not generally available to a system the size of Tymber Creek Utilities and the ability to supplement Tymber Creek Utilities' local personnel with the resources of CSWR and other CSWR-owned systems
- Online bill payment options
- An updated website that provides another avenue for customer communication, bulletins on current service status, procedures for service initiation and discontinuation, and educational information relevant to utility service

CSWR-Florida UOC believes that the quality of service will be improved by its access to resources. In particular, the quality of service relating to Operations & Maintenance and Customer Service will improve drastically.

CSWR uses the Computerized Maintenance Management System (CMMS) program Utility Cloud to facilitate field work, inspections, maintenance schedules, and reporting for all facilities. This allows CSWR to manage data, work, and compliance across plant and distributed field assets. Utility Cloud has been implemented in other jurisdictions to assist in avoiding compliance and equipment failures with real-time data monitoring across people, machines, and sensors throughout all our service areas.

The main benefit that Utility Cloud offers CSWR is that the system is a highly configurable, easy-to-use asset management tool that helps all parties distribute work, report on maintenance, and streamline compliance reports. With the system being highly configurable CSWR can build out the systems efficiently and begin tracking maintenance and improvements on day one of ownership. Most of the operators of this system require only a 4-hour training session to be able to navigate, create and assign work, and complete the Work Orders. The ability to get CSWR's contract operators trained so quickly speaks volumes to how easy the system is to operate. That initial training is adequate for 90% of our operators.

Features of Utility Cloud that CSWR has implemented that have been beneficial to our operations and that have streamlined time-consuming processes consist of:

- Automating the completion and submission of compliance reports using the exact field data crews collect;
- Using custom accounts, security roles, and user rights to maintain the separation between projects and managing multiple contractors while storing all CSWR's data in one database;
- Managing and tracking maintenance history on all assets to assist in identifying potential capital improvement projects;
- Creating custom alerts to trigger as issues arise;

- Leveraging digital SOPs, manuals, and layouts helping to standardize complex work and to meet regulatory and OSHA requirements;
- Creating powerful workflows and reports for our compliance objectives;
- Integrating with the survey database to create a useable asset for field work tracking; and
- Using real-time data and leveraging analytical tools to trend plant performance.

Utility Cloud is pivotal in the operation and maintenance of facilities. The ability to create custom workflows gives us the ability to collect asset and task-specific data quickly and efficiently. Using this system allows CSWR to quickly implement new processes that apply to all our sites across the country with the click of a button. This is the type of configuration scalability that CSWR requires and Utility Cloud delivers.

At this time, CSWR-Florida UOC is not able to quantify the cost savings of these improvements as the benefits provided in other jurisdictions revolve around quality of service and environmental sustainability rather than cost.

#### Anticipated Improvements in Compliance with Regulatory Mandates

- Necessary upgrades to the system. See **Exhibit H**.
- Assessment of the compliance history of the water system to identify improvements to achieve regulatory compliance and bring the system to a maintainable condition
- Use of technology and innovation to quickly assess and invest in needed infrastructure to ensure regulatory and environmental standards are met and water resources are protected

#### Rate Stability Over the Long Term

Consolidation of the management and operation of the Tymber Creek Utilities systems with the other CSWR systems will allow it to benefit from economies of scale that would otherwise not be available. Economies of scale will reduce ongoing costs and moderate the need for rate increases thus contributing to rate stability. Additionally, at the appropriate time, CSWR anticipates proposing the use of consolidated or uniform rates for the Florida systems it operates. Use of uniform rates will also contribute to rate stabilization by reducing the number and frequency of rate cases and mitigation of rate shock that might result from capital investments necessary to meet environmental, health and regulatory standards. Uniform rates can also result in cost of capital savings by providing revenue stability that will reduce financial risk and in savings associated with rate collection.

Finally, the purchase price for the Tymber Creek systems includes funds to pay off long-term debt obligations of approximately \$20,400, which the Seller accrued while owning and operating the water and wastewater systems at issue in this application. The Seller must retire that long-term debt at closing. Ensuring sale proceeds sufficient to achieve that objective was a major factor in the negotiation of an appropriate sale price.

While existing rates for utility service may reflect costs related to Seller's long-term debt, CSWR-Florida UOC intends to file its initial rate case as soon as practicable after the proposed

transaction closes. And when new rates set in that case take effect, those rates would not include any amount for repayment of the Seller's long-term debt.

As Article I of the Agreement makes clear, this transaction involves only tangible assets owned by the Seller and used to provide utility service to customers. At closing, CSWR-Florida UOC will not assume any of the Seller's current debt obligations. Because those obligations must be paid off at or prior to closing (in order for Seller to transfer title to its assets free of all liens and other encumbrances), Seller must receive sufficient funds at closing to cover both the value of the transferred assets and Seller's outstanding debt obligations.

Consequently, while there may be a brief period between closing and CSWR-Florida UOC's initial rate case when a portion of current rates could be attributed to the recovery of costs related to Seller's long-term debt, that period would end at the conclusion of the initial rate case. At that point, rates would be based solely on CSWR-Florida UOC's debt costs and would not reflect any amount to recover any costs related to Seller's long-term debt.

### **Rate Base**

Rate base was last established by the Public Service Commission in 2011. See Docket Number 100359-WS and Order Numbers PSC-11-0345-PAA-WS and PSC-11-0345A-PAA-WS. The Seller's annual reports submitted to the Commission list changes to rate base subsequent to the 2010-2011 rate case. Also, please see the Seller's current rates in **Exhibit M** to this application for transfer.

## **2. Federal Income Tax Returns**

CSWR-Florida UOC has obtained copies of the federal income tax returns of the Seller for 2012 through 2020.

## **3. Regulatory Assessment Fees, Fines, or Refunds**

Any outstanding regulatory assessment fees, fines, or refunds must be fully satisfied by the Seller prior to closing. No such outstanding assessment fees, fines, or refunds are known to the Applicant. CSWR-Florida UOC will become responsible for paying the regulatory assessment fees and filing the annual report upon closing. The Seller remains responsible for the regulatory assessment fees and annual report until closing.

## **4. Economies of Scale**

In addition to this Application, CSWR-Florida UOC has four other transfer application dockets presently pending before the Commission: 20210093-WS (Aquarina Utilities, Inc.); 20210095-WU (Sunshine Utilities of Central Florida, Inc.); 20210133-SU (North Peninsula Utilities Corporation); and 20220019-WU (Neighborhood Utilities, Inc.). Customers currently served by Tymber Creek Utilities would benefit from the technical and operational advantages of becoming part of the group of utilities affiliated with Central States Water Resources, as discussed above.

Across the affiliate group, Central States currently serves approximately 73,000 water and 117,000 wastewater customers in 9 states. As the costs of the centralized technical and operational resources of CSWR are spread over more customers, more economies of scale will be achieved.

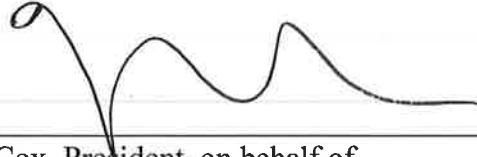
**G. Noticing Requirements**

Attached as **Exhibit O** is CSWR-Florida UOC's proposed notice of application. As soon as the notice is approved, CSWR-Florida UOC will send the notice to all customers and applicable governmental entities, and will then file affidavits of noticing and publication as required.

[remainder of page intentionally left blank -- signature page to follow]

**PART III. SIGNATURE**

APPLICATION SUBMITTED BY:



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Josiah Cox, President, on behalf of  
CSWR-Florida Utility Operating Company, LLC

03/15/22

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Date



# **EXHIBIT A**



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## Detail by Entity Name

Florida Limited Liability Company  
CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC

### Filing Information

**Document Number** L21000150005  
**FEI/EIN Number** 38-4180174  
**Date Filed** 03/31/2021  
**Effective Date** 03/31/2021  
**State** FL  
**Status** ACTIVE

### Principal Address

1650 DES PERES RD.  
SUITE 303  
ST. LOUIS, MO 63131

### Mailing Address

13421 MANCHESTER ROAD  
SUITE 103  
ST. LOUIS, MO 63131

Changed: 02/03/2022

### Registered Agent Name & Address

C T CORPORATION SYSTEMS  
1200 S PINE ISLAND ROAD  
PLANTATION, FL 33324

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

CENTRAL STATES WATER RESOURCES, INC.  
1650 DES PERES RD., SUITE 303  
ST. LOUIS, MO 63131

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2022	02/03/2022

**Document Images**

[02/03/2022 -- ANNUAL REPORT](#)

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[03/31/2021 -- Florida Limited Liability](#)

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**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L21000150005  
FILED 8:00 AM  
March 31, 2021  
Sec. Of State  
jsdennis

**Article I**

The name of the Limited Liability Company is:

CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC

**Article II**

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

1650 DES PERES RD.  
SUITE 303  
ST. LOUIS, MO. US 63131

The mailing address of the Limited Liability Company is:

1650 DES PERES RD.  
SUITE 303  
ST. LOUIS, MO. US 63131

**Article III**

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

C T CORPORATION SYSTEMS  
1200 S PINE ISLAND ROAD  
PLANTATION, FL. 33324

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

Registered Agent Signature: ROSE SONG

### **Article IV**

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

Title: MGR  
CSWR-FLORIDA UTILITY HOLDING COMPANY, LLC  
1650 DES PERES RD., SUITE 303  
ST. LOUIS, MO. 63131 US

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March 31, 2021  
Sec. Of State  
jsdennis

### **Article V**

The effective date for this Limited Liability Company shall be:

03/31/2021

Signature of member or an authorized representative

Electronic Signature: MADISON A WELDE

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

# **EXHIBIT B**

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** ("*Agreement*") is made as of the 12 day of August, 2021, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns ("*Buyer*"), and the **ESTATE OF J. STANLEY SHIRAH**, by and through the court-appointed personal representative of the Estate, T. BRENT JENKINS, acting under an order appointing him personal representative in case number PROBATE CASE # 2020-1 1959-PROL ("*Estate*") and **TYMBER CREEK UTILITIES, INCORPORATED**, a Florida corporation qualified and registered to transact business in the State of Florida (together, "*Seller*").

**WHEREAS**, prior to his death, J. Stanley Shirah owned, as an individual, certain real property that is part of a sewer and water system located in Volusia County, Florida, more particularly described in Exhibit A, and he also served as President of Tymber Creek Utilities, Incorporated;

**WHEREAS**, on September 2, 2020, T. Brent Jenkins ("*Personal Representative*") was appointed as personal representative of the Estate of J. Stanley Shirah, in the matter of IN RE: ESTATE OF J. Stanley Shirah a/k/a Joseph Stanley Shirah, Deceased, File No. 2020-1 1959, Division 10, Probate Division in the Seventh Circuit Court for Volusia County, Florida. A copy of the Order Admitting Will to Probate and Appointing Personal Representative ("*Judgment*") is attached hereto as EXHIBIT I, and is incorporated herein by this reference;

**WHEREAS**, by virtue of the Judgment, the Personal Representative has all the requisite power and authority to sell certain Property that is part of the System;

**WHEREAS**, Tymber Creek Utilities, Incorporated owns certain other Property that comprises the System;

**WHEREAS**, the Estate and Tymber Creek Utilities, Incorporated desire to sell, and Buyer desires to purchase, all of the Property associated with the System, as defined herein; and

**WHEREAS**, the parties have reached an understanding with respect to the sale by the Estate and Tymber Creek Utilities, Incorporated and the purchase by Buyer of all Property that comprises the System.

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

### ARTICLE I ACQUISITION OF THE PROPERTY

Section 1.01 The Property. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the "*Property*");

(a) All immovable property, including all right, title and interest therein, described in EXHIBIT A, to be attached hereto prior to the conclusion of the Feasibility Period (as hereafter defined) and made a part hereof, including but not limited to any mineral and other subsurface rights, together with all buildings and improvements located thereon, and all appurtenant rights relating thereto, including, but not limited to, warranties and guaranties, access easements and other easements and rights relating thereto, access to utilities, rights of way and similar rights located on or within or relating to any of the foregoing (collectively, the "*Immovable Property*");

(b) All movable property and intangible property used in connection with the ownership and/or operation of the Immovable Property, including, but not limited to, all such property described in EXHIBIT B, to be attached hereto prior to the conclusion of the Feasibility Period (as hereafter defined) and made a part hereof (collectively, the "*Movable Property*");

(c) All of Seller's right, title, and interest in and to the area that the System (as defined below) services (the "*Service Area*"), as determined by Buyer and set forth in EXHIBIT C, to be attached hereto prior to the Closing (as hereinafter defined) and made a part hereof, including but not limited to, all real property interests such as easements, rights of way, permits and leases related to the System, and including any and all water and sewer facilities, equipment, lines, plants, pipes, manholes, meters, lift or pump stations and appurtenances; and

(d) All property or rights of whatever nature and kind that Seller owns which in any way is used or is useful in the operation of a water and sewer utility system located in Volusia County, Florida (the "System").

(e) The Property is being sold in "As Is" condition and Seller makes no representations, covenants or warranties with respect to the condition of the Property, other than as set forth expressly herein, which include that the Property is being sold free and clear of all mortgages, liens, pledges, security interest, charges, taxes, claims, restrictions and encumbrances of any nature whatsoever, and that to the best of Seller's knowledge, no environmental contamination, pollution, or noncompliance exists, as set forth herein.

Section 1.02 Purchase Price.

(a) The purchase price (the "Purchase Price") for the Property shall be **One Million and 00/100 Dollars (\$1,000,000.00)**. The reasonable allocation of the Purchase Price between the categories in Sections 1.01(a) and 1.01(b) of the Property and as between the Estate and Tymber Creek, Incorporated shall be set forth in EXHIBIT D prior to the Closing.

(b) The Purchase Price less any Earnest Money shall be payable in cash at Closing by wired funds and shall be paid by Buyer to Seller (to the account notified by Seller to Buyer prior to the Closing Date) on the Closing Date as defined in Section 4.01.

Section 1.03 Earnest Money. Within fifteen (15) days after the Effective Date (as defined below), Buyer shall deposit with a title company of its choice (the "Title Company") the sum of **Fifty Thousand and 00/100 Dollars (\$50,000.00)** as the earnest money under this Agreement (the "Earnest Money"). The Earnest Money shall be returned to Buyer or paid to Seller in accordance with the terms and conditions of this Agreement.

**ARTICLE II**  
**SURVEY AND TITLE REVIEW**

Section 2.01 Survey. Buyer shall have the right, for its own benefit, to procure one or more ALTA surveys of the Immovable Property, subject to Section 2.03 (the "Survey"). The Survey shall be current, staked, and shall be made on-the-ground and signed, sealed, and certified in favor of Buyer by a duly licensed surveyor selected or approved by Buyer and receipt of the Survey by Buyer prior to Closing, subject to Section 2.03, is a condition to Closing. The cost of the Survey shall be borne by the Buyer.

Section 2.02 Title Insurance. The Buyer shall, within fifteen (15) days after the Effective Date, order and must receive prior to the Closing, subject to Section 2.03, as a condition to Closing, a commitment for title insurance and complete, legible copies of all exception documents (the "Title Commitment") issued by the Title Company covering the Immovable Property, binding the Title Company to issue to Buyer at Closing an owner's policy of title insurance paid for by Buyer (the "Title Policy") on the standard form of policy in the amount specified by Buyer insuring good, merchantable, and insurable fee simple title to the Immovable Property in Buyer, free and clear of all restrictions, easements, encumbrances, mortgages, liens, claims and other matters except any Permitted Exceptions as defined in Section 2.03.

Section 2.03 Buyer's Review. Buyer shall have until the expiration of the Feasibility Period to examine the Title Commitment and the Survey, and to deliver to Seller in writing Buyer's objections to any items contained or set forth in the Title Commitment or the Survey (the "Unacceptable Exceptions"). If Seller is unable or unwilling to eliminate and remove all of the Unacceptable Exceptions, then within fifteen (15) days after receipt of Buyer's written notice, Seller shall notify Buyer in writing of its inability or unwillingness to remove the Unacceptable Exceptions (and such notice shall set forth which Unacceptable Exceptions that Seller is unable or unwilling to remove) and Buyer may terminate this Agreement by giving written notice of such election delivered to Seller. If Buyer so terminates this Agreement, the Earnest Money shall be promptly returned to Buyer, after which neither Party shall have any further rights, duties or obligations hereunder, except as expressly provided in this Agreement to the contrary. If Buyer does not so terminate this Agreement after receiving Seller's written notice, then the Unacceptable Exceptions together with other exceptions not objected to by Buyer shall become Permitted Exceptions (the "Permitted Exceptions").



Section 2.04 Feasibility Period.

(a) Seller shall allow Buyer and its agents, employees, contractors, and consultants access to the Property to conduct soil and engineering tests, inspections of equipment, personal property, lines and other components of the System and to conduct any other tests Buyer deems necessary or appropriate in its sole and absolute discretion to determine the feasibility of the Property for Buyer's intended use (the "*Feasibility Study*"), for a period of **one hundred fifty (150) days** after the Effective Date (the "*Feasibility Period*"). Buyer shall bear all costs and expenses of its investigation and restore the Property to its condition prior to such investigation, ordinary wear and tear excepted.

(b) If Buyer finds the Property unacceptable for any reason or no reason, then Buyer, in its sole and absolute discretion, may terminate this Agreement by written notice to Seller on or before the expiration of the Feasibility Period. If Buyer so terminates this Agreement, the Title Company shall, upon demand by Buyer, promptly return the Earnest Money to Buyer and thereafter neither Party shall have any further rights, duties or obligations to the other hereunder.

(c) Seller shall deliver to Buyer within ten (10) business days after the Effective Date of this Agreement, the most recent title commitments, title policies, surveys, environmental site assessments, preliminary plats and site plans, any cross access and easement documents in connection with the Property, any development agreements affecting the Property, lease agreements affecting the Property, any customer lists for the System and any other documents Buyer may reasonably request related to the Property and/or the System.

Section 2.05 Other Termination Rights. In addition to any other rights and remedies set out herein (including but not limited to the termination rights in Sections 2.03, 2.04, 3.02(b) and 5.02), the Buyer shall have the right to terminate this Agreement as set out below:

(a) At any time up to and including the Closing Date if the regulatory bodies required to approve the sale of the System and the Property to the Buyer have not fully and unconditionally approved the sale upon the terms set out herein. In Buyer's sole and absolute discretion, Buyer may terminate this Agreement if the necessary regulatory approvals are not fully and unconditionally granted to Buyer in a form satisfactory to Buyer (as determined in Buyer's sole and absolute discretion) prior to the Closing by giving written notification of such termination to Seller, and upon such termination the Buyer shall receive a prompt return of the Earnest Money. Notwithstanding the foregoing, if the regulatory bodies deem the Purchase Price set forth herein to be in excess of the fair value for the Property, the Buyer shall have no right to adjust the Purchase Price nor shall the lack of approval of the Purchase Price be used by the Buyer as a basis to terminate this Agreement.

(b) In the event that, prior to the Closing, all or any portion of the Property is taken, condemned, expropriated, or made the subject of any eminent domain proceedings, or any of the foregoing is threatened (interchangeably, a "*Taking*"), Buyer may elect to either move to Closing and receive any Taking proceeds, plus an assignment of Seller's right, title, and interest thereto and claim therefor, as full satisfaction for the Taking, or Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing. If Buyer does not receive written notice of a Taking more than five (5) days prior to the Closing, the Closing Date shall be postponed to a date that is not less than five (5) days after Buyer's receipt of written notice of a Taking.

Section 2.06. Effect of Termination. Subject to Article V, upon the termination of this Agreement, the Title Company shall pay the Earnest Money to the appropriate party in accordance with the terms and conditions of this Agreement, and upon such payment being made the parties shall have no further liability hereunder (except with respect to liabilities of Seller accruing prior to such termination and those obligations hereunder which survive the termination of this Agreement).

**ARTICLE III**  
**REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 3.01 Representations, Warranties and Covenants of Seller. Seller hereby represents and warrants to Buyer that the facts recited below are true, complete and accurate as of the date hereof and will continue to be true, complete and accurate at Closing:

(a) By virtue of the Judgment, the Personal Representative has all the requisite power and authority to sell the Property owned by the Estate, pursuant to the terms of this Agreement. The Estate is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of the Estate. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by the Estate, when executed and delivered, shall constitute the legal, valid, and binding obligation by the Estate, enforceable against the Estate in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(b) Tymber Creek Utilities, Incorporated is a corporation duly formed and in good standing under the laws of the State of Florida, is qualified to conduct business in the State of Florida and has the requisite power and authority to enter into and to perform the terms of this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. Tymber Creek Utilities, Incorporated is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Tymber Creek Utilities, Incorporated. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Seller, when executed and delivered, shall constitute the legal, valid, and binding obligation by Tymber Creek Utilities, Incorporated, enforceable against Tymber Creek Utilities, Incorporated in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(c) Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Seller, other than any regulatory approvals disclosed in writing to Buyer.

(d) Seller has and will have at Closing good, merchantable, and insurable title, in fee simple, to the Property, free and clear of all mortgages, liens, claims, or other encumbrances (except those required by the Title Company in the Title Commitment to be fully satisfied with the Purchase Price at the Closing).

(e) To be best of Seller's Knowledge there are no pending or threatened condemnation, liens, claims, other encumbrances, special assessments, or similar proceedings or charges affecting the Property or Seller by any governmental authority.

(f) Seller Tymber Creek Utilities, Incorporated is not a foreign corporation, foreign partnership, foreign trust, or foreign estate, or non-resident alien for purposes of US income taxation, pursuant to Section 1445 of the Internal Revenue Code.

(g) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(h) There are no leases affecting any portion of the Property except such leases disclosed to Buyer in writing by Seller and there are no options, rights of first refusal or contracts granting any rights to acquire any right, title or interest in any portion of the Property, except as listed in the Title Commitment, if any.

(i) Seller has not received any notice of any violation of any ordinance, regulation, law or statute of any government agency or instrumentality pertaining to the Property and/or the System or any portion thereof which has not been complied with in all respects.

(j) There is no action, suit, proceeding or claim affecting Seller, the Property and/or the System, relating to or arising out of any lease, option or contract affecting the Property or the System, or the ownership, operation, use or occupancy of the Property or the System, pending or being prosecuted in any court or by or before any agency or other governmental instrumentality nor, to the best of Seller's Knowledge, has any such action, suit, proceeding or claim been threatened or asserted. There is no proceeding pending or presently being prosecuted in connection with the assessed valuation or taxes of other impositions payable in respect of any portion of the Property.

(k) No work has been performed or is in progress at, and no materials have been furnished to, the Property which might give rise to mechanic's, materialman's or other liens against the Property.

(l) The Property currently has or will have at Seller's sole cost and expense prior to the Closing cross access and easements rights and benefits providing pedestrian and vehicular access to and from the Property and all components within the System necessary to operate the same.

(m) To the best of Seller's Knowledge, there are no pending or contemplated zoning changes, variances, special zoning exceptions, conditions or agreements affecting, or potentially affecting the Property or any part thereof.

(n) All the tangible property included in the Seller's Property are in operating condition and repair, are usable in the regular course of business and conform to all applicable laws, ordinances, codes, rules and regulations relating to their construction, use and operation, and are free from any known material defects except such minor defects as do not substantially interfere with the continued use thereof in the conduct of normal operations.

(o) Except as has been disclosed to Seller in writing by Buyer, the Property complies with all applicable laws of all governmental or quasi-governmental authorities having jurisdiction over, against or affecting the Property. Seller has not received written notice of any, and there are no violations of any laws, similar rules and regulations relating and/or applicable to the ownership, use and operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured. All governmental or quasi-governmental occupancy and use permits, licenses, consents, approvals, permits, authorizations, certificates, and other requirements of the authorities necessary or required for the continued use and operation of the System and/or the Property for the purposes for which the same are intended (collectively, "*Approvals*"), if any, have been unconditionally and finally issued and paid for and are in full force and effect in accordance with the respective terms thereof. All work or conditions required to be performed or fulfilled pursuant to the Approvals (on or off-site) have been fully performed in accordance with the requirements thereof and the Property fully complies with the Approvals.

(p) To the best of Seller's Knowledge, there is no fact or condition which materially and adversely affects the business, operations, affairs, properties or condition of Seller or the Property, which has not been set forth in this Agreement or in the other documents, certificates or written statements furnished to Buyer in connection with the transactions contemplated hereby.

(q) To the best of Seller's Knowledge, no representation or warranty made by Seller in this Agreement, in any Exhibit attached hereto, or in any letter or certificate furnished to Buyer pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.

(r) Environmental Matters.

(i) Except as disclosed on the attached EXHIBIT E, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, to the best of Seller's Knowledge, the Property is currently and has been in compliance with all Environmental Laws (as defined below) and Seller has not received any: (i) Environmental Notice (as defined below) or Environmental Claim (as defined

below); or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing.

(ii) Except as disclosed on the attached EXHIBIT F, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, to the best of Seller's Knowledge, Seller has obtained and is in material compliance with all Environmental Permits (as defined below) (each of which is disclosed on EXHIBIT F) necessary for operating the System or use of the Property and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing in accordance with Environmental Law, and Seller is not aware of any condition, event or circumstance that might prevent or impede, after the Closing, the operation of the System as currently conducted or the ownership, lease, operation or use of the Property. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(iii) None of the Property is listed on, or to the best of Seller's Knowledge, has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA (as defined below), or any similar state list.

(iv) To the best of Seller's Knowledge, there has been no Release of Hazardous Materials (as defined below) in contravention of Environmental Law with respect to the Property or any real property currently or formerly owned, leased or operated by Seller in connection with the System, and Seller has not received an Environmental Notice that any of the Property or real property currently or formerly owned, leased or operated by Seller in connection with the System (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller.

(v) To the best of Seller's Knowledge, no underground storage tanks are located on the Immovable Property and no construction debris has been buried on or under the Immovable Property.

(vi) EXHIBIT G, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, contains a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller and, to the best of Seller's Knowledge, any predecessors in connection with the System or the Property as to which Seller may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.

(vii) Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(viii) Seller has provided or otherwise made available to Buyer, within thirty (30) days of the Effective Date, and listed in EXHIBIT H, to be attached hereto within thirty (30) days of the Effective Date and made a part hereof: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Property or any real property currently or formerly owned, leased or operated by Seller in connection with the System which are in the possession or control of Seller related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(ix) Seller is not aware of nor reasonably anticipates, as of the Closing, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the System and Property as currently carried out.

Section 3.02 Covenants of Seller.

(a) Seller will own, operate, use and manage the System and the Property only in the ordinary course of business consistent with past practice and in any event will ensure that, any provisions of this Agreement to the contrary notwithstanding, (i) the physical and environmental condition of the Property is the same at the time of the Closing as it is as of the Effective Date, only ordinary wear and tear as to the physical condition excepted, and (ii) Seller's title to the Immovable Property and the survey condition of the Immovable Property is the same at the time of the Closing as it is as of the Effective Date, only improvements to the title condition or survey condition performed or undertaken by Seller to address Unacceptable Exceptions excepted.

(b) Seller shall maintain current hazard insurance in force on the Property until the Closing Date. The risk of loss to the Property shall not pass to Buyer unless and until delivery of possession of the Property is delivered to Buyer. If an event of casualty occurs to the Property prior to Closing, the Buyer may elect to either move to Closing and accept any insurance proceeds and deductible, plus an assignment of all of Seller's right, title, and interest in and to any and all insurance claims, as full satisfaction for the damage to the Property or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing, but if Buyer does not receive written notice of such casualty more than five (5) days prior to the Closing, the Closing Date shall be postponed to a date that is not less than five (5) days after Buyer's receipt of written notice of such casualty.

(c) Seller agrees that from the Effective Date until either the termination of this Agreement or until after the Closing that Seller will not file any notices, requests, compliance documents, pleadings, or any other documents with any governmental or quasi-governmental authority that has jurisdiction over Seller in the operation, regulation or oversight of the System or any other endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

Section 3.03. Certain Definitions.

The following definitions apply in this Agreement:

(a) "*CERCLA*" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

(b) "*Environmental Claim*" means any action, governmental order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release (as defined below) of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

(c) "*Environmental Notice*" means any applicable law, and any governmental order or binding agreement with any governmental authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

(d) "*Environmental Laws*" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit. The term "Environmental Laws" includes, without limitation, the

following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(e) “*Environmental Permits*” means any permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

(f) “*Hazardous Materials*” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

(g) “*Knowledge*” or “*Seller’s Knowledge*” means the actual knowledge of Seller and each of Seller’s Representatives; in each case, after due inquiry.

(h) “*Release*” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

(i) “*Representatives*” in relation to a person means such person’s managers, shareholders, members, officers, directors, employees, agents, advisors, affiliates, successors, personal representatives, executors, trustees, and permitted assigns and for the avoidance of doubt the Representatives of Seller.

Section 3.04 Disclaimer. **EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF EVERY KIND AND CHARACTER (EXCEPT FOR THE WARRANTY OF TITLE IN THE DEED TO BE DELIVERED AT CLOSING), WHETHER EXPRESS OR IMPLIED AND BUYER ACCEPTS THE PROPERTY “AS IS”. BUYER SHALL HAVE NO CLAIM AGAINST SELLER, AND SELLER SHALL HAVE NO LIABILITY TO BUYER, WITH RESPECT TO ANY SUCH DISCLAIMED WARRANTIES OR REPRESENTATIONS.**

#### ARTICLE IV CLOSING

##### Section 4.01 Closing.

(a) Subject to the terms and conditions of this Agreement, the Closing of the purchase and sale of the Property pursuant to this Agreement (the “*Closing*”) shall take place at the offices of Gray Robinson at 301 East Pine Street, Suite 1400, Orlando, Florida, 32806, forty-five (45) days after the later of the expiration of the Feasibility Period and the approval by any regulatory bodies in a form satisfactory to Buyer as set forth in more detail in Section 2.05(a), or (i) such earlier date as is elected by Buyer by giving not less than three (3) days prior notice to Seller, or (ii) such later date as agreed in writing by Seller and Buyer (the “*Closing Date*”). Buyer shall use its commercially reasonable best efforts to complete the Closing by July 31, 2021; however, so long as Buyer uses said best efforts, if the Closing does not occur by July 31, 2021, it shall occur as set forth above, within forty-five (45) days after the later of the expiration of the Feasibility Period and the approval by any regulatory bodies in a form satisfactory to Buyer as set forth in more detail in Section 2.05(a).

(b) At the Closing, Seller shall deliver to Buyer the following:

(i) A certificate of good standing for Seller plus the requisite duly executed corporate approvals for the sale;

(ii) A general warranty deed in executed form, conveying good, merchantable, and insurable title in fee simple to all of the Immovable Property, free and clear of any and all mortgages, liens, encumbrances, claims, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions, if any;

(iii) A duly executed bill of sale, conveying all of the Movable Property described in EXHIBIT B, free and clear of any and all mortgages, liens, claims, restrictions, and encumbrances;

(iv) A duly executed termination of lease, terminating any existing lease agreements encumbering or relating to the Property;

(v) A duly executed assignment of any interest in any other Property used and/or useful in the operation of the System that is owned by Seller;

(vi) Such other instruments and documents that are customarily executed by a seller of immovable property in the county in which the Property is located, including, but not limited to, resolutions or unanimous written consents of the Personal Representative(s), Executor(s), Trustee(s), Board of Directors, and if required the shareholders, of Seller to authorize the sale of the Property to Buyer pursuant to this Agreement;

(vii) Tax statements for calendar year of Closing;

(viii) Possession of the Property;

(ix) If requested by Buyer, and to the extent assignable, duly executed, conveyances and assignments to Buyer of any and all consents, authorizations, variances, waivers, licenses, permits, and approvals from any federal, state, county, municipal, or other governmental or quasi-governmental agency, department, board, commission, bureau, or other entity or instrumentality relating to the Property, including, without limitation, those relating to environmental, foundation, use, utilities, building, fire, traffic, and zoning heretofore or hereafter held by or granted to Seller (collectively, the "Approvals"). No additional consideration shall be due by Buyer for the Approvals, it being understood and agreed by Seller that the Purchase Price covers the Property, the Approvals, and the Claims (as hereinafter defined); and

(x) If requested by Buyer, duly executed assignments to Buyer, with full substitution and subrogation, of any and all claims, actions, rights, causes of action, rights of action, and warranties, whether arising in contract, tort, or otherwise, including, but not limited to, environmental claims, actions, rights, causes of action, rights of action, and warranties, that Seller has or may have against any and all persons and entities as a result of any apparent or non-apparent damage to, destruction of, or diminution in value of the Property, or any part thereof, occurring prior to the Closing (collectively, the "Claims"). No additional consideration shall be due by Buyer for the Claims, it being understood and agreed by Seller that the Purchase Price covers the Property, the Approvals, and the Claims.

(c) At the Closing, Buyer shall deliver to Seller the following:

(i) The Purchase Price; and

(ii) Such other instruments and documents that are customarily executed by a buyer of immovable property in the county in which the Property is located.

Section 4.02 Closing Costs and Prorations. Buyer and Seller hereby covenant and agree that:

(a) Seller shall pay the costs of any roll back taxes, one-half (1/2) of the escrow fee charged by the Title Company, and Seller's attorneys' fees and expenses. Seller shall also pay all fees, costs, and expenses for title curative work and any other work that Seller agrees to perform or undertake in order to address any Unacceptable Exceptions and/or to otherwise enable Seller to sell and deliver to Buyer good, merchantable, and insurable fee simple title to the Property as required by this Agreement.

(b) Buyer shall pay all remaining title fees charged by the Title Company, recording fees, and Buyer's attorneys' fees.

(c) All ad valorem real estate taxes and assessments levied or assessed against the Property shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill and assessments levied for the same.

## **ARTICLE V**

### **DEFAULTS AND REMEDIES**

#### **Section 5.01 Buyer's Default and Seller's Remedies.**

(a) **Buyer's Default.** Buyer shall be in default under this Agreement if and only if any and all conditions to be satisfied under the terms of this Agreement prior to Closing have been satisfied (or duly waived) and Buyer fails or refuses to perform Buyer's obligations at Closing for any reason other than a default by Seller. For the avoidance of doubt, a termination under Section 2.04 will not constitute an event of default by Buyer.

(b) **Seller's Remedies.** If Buyer is in default under this Agreement, the sole and exclusive remedy of Seller, shall be receipt of the Earnest Money. Buyer and Seller agree that in such case the Earnest Money shall be liquidated or stipulated damages under Florida law for a breach or default by Buyer under this Agreement and/or any other actions or claims that could arise out of or are related to this Agreement because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. Therefore, in no event shall Buyer be liable for or Seller be entitled to any actual damages or any other type of damages or remedy under any action or claim that could arise out of or that could any way relate to this Agreement other than the right to receive the stipulated amount of the Earnest Money as full satisfaction of Seller's claims.

#### **Section 5.02 Seller's Defaults and Buyer's Remedies.**

(a) **Seller's Defaults.** Seller shall be in default under this Agreement on the occurrence of any of one or more of the following events:

(i) Any breach of a representation or warranty made by Seller in this Agreement or failure of any such representation or warranty to be true, accurate and complete; or

(ii) Any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement.

(b) **Buyer's Remedies.** If Seller defaults under this Agreement (whether before or after the Closing or before termination or after termination in relation to provision that survive termination) Buyer may:

(i) If such default is identified prior to Closing, terminate this Agreement by written notice to Seller and Title Company, in which event the Title Company shall promptly refund the Earnest Money to Buyer;

(ii) Enforce specific performance of this Agreement against Seller; and/or

(iii) Pursue such other remedies as may be available at law or in equity, including a suit for any damages and the right to recover attorneys' fees and costs.



Section 5.03 Attorneys' Fees. If either party defaults under this Agreement, and the non-defaulting party employs an attorney to enforce the terms hereof, such non-defaulting party shall be entitled to reasonable attorneys' fees and costs from the defaulting party.

Section 5.04 Survival. The provisions of this Section 5 and of Article III, Article VI, Article VII shall survive the termination of this Agreement. The provisions of Article III shall survive the Closing for a period of five (5) years, except that the representations and warranties in Sections 3.01(a), (b), and (c), shall survive indefinitely. All other provisions of this Agreement shall survive Closing unless otherwise expressly stated.

## **ARTICLE VI COMMISSIONS**

Section 6.01 Commission. No commissions are due and/or owing for the procurement of this Agreement to any third parties other than Hartman Consultants, LLC. All commissions owed to Hartman Consultants, LLC shall be paid by the Seller. Seller shall defend, indemnify, and hold harmless Buyer from and against any and all claims by any person or entity for brokerage fees, brokerage commissions, finder's or other fees, which shall include, but shall not be limited to, any and all court costs, attorneys' fees and other costs and expenses relating thereto, alleged to be due to any broker and/or agent with whom Seller has dealt in connection with this Agreement or the sale of the Property to Buyer, and Buyer shall defend, indemnify, and hold harmless Seller from and against any and all claims by any person or entity for brokerage fees, brokerage commissions, finder's or other fees, which shall include, but shall not be limited to, any and all court costs, attorneys' fees and other costs and expenses relating thereto, alleged to be due to any broker and/or agent with whom Buyer has dealt in connection with this Agreement or the purchase of the Property by Buyer.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

Section 7.01 Effective Date of Agreement. The term "Effective Date" as used herein shall mean the date this Agreement has been fully executed by Seller and Buyer, as indicated by their signatures below, and a signed copy thereof is delivered to and acknowledged by the Title Company.

Section 7.02 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent to the address or telecopy number of the party to receive such notice set forth below if effected by telecopy, e-mail or other electronic transmission, hand delivery, by Federal Express or other reputable courier service, or when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Buyer:

Josiah M. Cox  
Central States Water Resources, Inc.  
1650 Des Peres Road, Suite 303  
St. Louis, MO 63131

with a copy to:

James A. Beckemeier  
Beckemeier LeMoine Law  
13421 Manchester Rd., Suite 103  
Saint Louis, Missouri 63131  
Phone: (314) 965-2277  
Facsimile: (314) 965-0127  
E-mail: jim@bl-stl.com

If to Seller:

The Estate of J. Stanley Shirah  
Tymber Creek Utilities, Incorporated  
c/o T. Brent Jenkins  
Jenkins & Young  
265 Clyde Morris Blvd., Ste. 300  
Ormond Beach, FL 32174  
Phone: (386) 672-1332  
Facsimile: (386) 672-1333  
E-Mail: [tjenkinspa@aol.com](mailto:tjenkinspa@aol.com)

with a copy to:

Thomas A. Cloud, Esquire  
Gray Robinson  
301 East Pine Street, Suite 1400  
Orlando, Florida 32806  
Phone: 407-244-5624  
Facsimile: 407-244-5690  
E-Mail: [thomas.cloud@gray-robinson.com](mailto:thomas.cloud@gray-robinson.com)

Section 7.03 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ALL PROCEEDINGS OR OBLIGATIONS HEREUNDER SHALL BE MADE AND ARE PERFORMABLE IN VOLUSIA COUNTY, FLORIDA.

Section 7.04 Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, administrators, successors and assigns. Buyer shall have the right to assign this Agreement to another entity or affiliate by providing written notice to Seller of such assignment. However, Seller shall not have the right to assign this Agreement without the written consent of the Buyer.

Section 7.05 Counterparts and Amendments. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. This Agreement may only be amended by a written document signed by each of the parties hereto, which document shall make specific reference to this Agreement.

Section 7.06 Time. Time is of the essence in the performance of each term, condition, and covenant contained in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance of any term, condition or provision hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day.

Section 7.07 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

Section 7.08 Entire Agreement. Buyer and Seller each acknowledges and agrees that at all times each have intended that none of the preliminary negotiations concerning this Agreement would be binding on any party. This Agreement and the Exhibits attached hereto prior to the Closing Date contain all the covenants, conditions, agreements and understandings between the parties and shall supersede all prior covenants, conditions, agreements, letters of intent, term sheets, and understandings between Seller and Buyer with respect to the purchase and sale of the Property and all other matters contained in this Agreement.

Section 7.9 Final Exhibits. The legal description of the Immovable Property contained in the Survey shall be substituted for the legal description of the Immovable Property used in EXHIBIT A as of the date hereof without the necessity of the parties executing any additional amendments to this Agreement. EXHIBIT C shall be

included as part of this Agreement when, and in the form, notified to Seller by Buyer in writing. EXHIBIT D shall be included as part of this Agreement if and when it is in the form, agreed by Seller and Buyer in writing prior to Closing. With regard to EXHIBITS E, F, and G, in the event Seller fails to provide a list of all relevant information for the respective Exhibit at least thirty (30) days prior to the end of the Feasibility Period, Buyer will assume there is no such relevant information and the respective Exhibit will be marked "None."

Section 7.10 Buyer Exchange. Seller and Buyer agree to cooperate should the other elect to purchase the Property or other real property as part of a like-kind exchange under IRC section 1031. Any contemplated exchange shall not impose upon the cooperating party any additional liability or financial obligation, and Buyer or Seller, as appropriate agrees to hold the other harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon either party's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer or Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

Section 7.11 Rollback Taxes, Standby Fees and Special Assessments. If this sale results in the assessment after Closing of additional taxes, standby fees or special assessments for periods of Seller's ownership (including taxes assessed as a result of a change in ownership or usage), the additional taxes, fees or assessments plus any penalties and interest shall be paid by Seller to Buyer within fifteen (15) days of receipt by Buyer of a statement for such taxes, fees or assessments.

Section 7.12 Ambiguities Not to Be Construed against Party Who Drafted Agreement. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

Section 7.13 No Special Relationship. The parties' relationship is an ordinary commercial relationship of seller and buyer, and they do not intend to create and have not created the relationship of principal and agent, partnership, joint venture, or any other special relationship.

Section 7.14 Confidentiality. The parties will keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.


Section 7.15 Business Day. As used in this Agreement, the term "business day" means Monday through Friday of each week, except for days on which banks in Volusia County, Florida are closed for business. If the final date of any period which is set out any section of this Agreement falls upon a day which is not a business day, then, and in such event, the time of such period will be extended to the next business day.

Section 7.16 Further Assurances. From the date hereof, Seller and Buyer each agrees to do such things, perform such acts and make, execute, acknowledge and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this Agreement. In particular, Seller and Buyer each agrees to do such things as may be reasonably necessary with respect to the transfer of the Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority and effective and binding as of the date first set above.

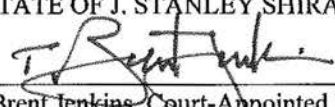
**BUYER:**

CENTRAL STATES WATER RESOURCES, INC.,  
a Missouri corporation

By:   
\_\_\_\_\_  
Josiah M. Cox, President

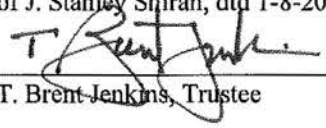
**SELLER:**

THE ESTATE OF J. STANLEY SHIRAH

By:   
\_\_\_\_\_  
T. Brent Jenkins, Court-Appointed Personal  
Representative of the Estate of J. Stanley Shirah

TYMBER CREEK UTILITIES, INCORPORATED, a Florida  
corporation

By: The Fifth Restatement of the Revocable Trust Agreement  
of J. Stanley Shirah, dtd 1-8-2020, sole shareholder

By:   
\_\_\_\_\_  
T. Brent Jenkins, Trustee

**RECEIPT OF EARNEST MONEY**

The undersigned Title Company hereby acknowledges its receipt of an executed copy of this Agreement and, the Earnest Money provided herein and, further, agrees to comply with and be bound by the terms and provisions of this Agreement, without demand, including, without limitation, those terms relating to the disposition of the Earnest Money.

\_\_\_\_\_  
Name of Title Company

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

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

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

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

**EXHIBIT A**

Description of the Immovable Property

(The legal description(s) of the Land, Improvements thereon, Easements, & Rights of Way shall be determined by survey and title commitments, which shall be inserted prior to the Closing).

[TO BE INSERTED PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD]

**EXHIBIT B**

Description of the Movable Property  
(tools, devices, equipment, furniture, fixtures, machinery, supplies, and other tangible items)

[TO BE PROVIDED BY SELLER PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD]

**EXHIBIT C**

**Service Area Map**

(area in which the System service lines, plant, pipes, manholes, meters, lift or pump stations and appurtenances, utility facilities, etc. are located)

[SERVICE AREA MAP & LEGAL DESCRIPTION TO BE INSERTED PRIOR TO CLOSING]



**EXHIBIT D**  
[Purchase Price Allocation]

[TO BE INSERTED PRIOR TO CLOSING]

Real Property: \$ \_\_\_\_\_

Personal Property: \$ \_\_\_\_\_

Estate of J. Stanley Shirah: \$ \_\_\_\_\_

Tymber Creek Utilities, Incorporated: \$ \_\_\_\_\_

**EXHIBIT E**  
[Environmental Non-Compliance]

[TO BE PROVIDED BY SELLER THIRTY (30) DAYS PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD]

**EXHIBIT F**

[List of Permits and Non-Compliance with Permits]

[TO BE PROVIDED BY SELLER THIRTY (30) DAYS PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD]

**EXHIBIT G**  
[Off-site Hazardous Materials Locations]

[TO BE PROVIDED BY SELLER THIRTY (30) DAYS PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD]

**EXHIBIT H**

[Reports, Studies, Audits, Records, Data, Site Assessment, Economic Models, etc.]

[TO BE PROVIDED BY SELLER WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE]

**EXHIBIT I**

[Order Appointing Personal Representative of Estate of J. Stanley Shirah]

[TO BE PROVIDED BY SELLER WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE]





# TCU Central States

Final Audit Report

2021-08-13

Created:	2021-08-13
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI9YfP31inRp7CpOfc5Zyi3tDuk7-j7Rx

## "TCU Central States" History

-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)  
2021-08-13 - 2:48:18 PM GMT- IP address: 68.3.235.228
-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature  
2021-08-13 - 2:49:10 PM GMT
-  Email viewed by Josiah Cox (jcox@cswrgroup.com)  
2021-08-13 - 2:59:04 PM GMT- IP address: 107.77.234.137
-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)  
Signature Date: 2021-08-13 - 2:59:20 PM GMT - Time Source: server- IP address: 107.77.234.137
-  Agreement completed.  
2021-08-13 - 2:59:20 PM GMT

# **EXHIBIT C**



**YEAR OF REPORT**

December 31, 2020

UTILITY NAME: Tymber Creek Utilities, Incorporated

SYSTEM NAME / COUNTY : Volusia

**WATER UTILITY PLANT ACCOUNTS**

ACCT. NO. (a)	ACCOUNT NAME (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	RETIREMENTS (e)	CURRENT YEAR (f)
301	Organization	\$ 36	\$		\$ 36
302	Franchises	0			0
303	Land and Land Rights	1,131			1,131
304	Structures and Improvements	903			903
305	Collecting and Impounding Reservoirs	0			0
306	Lake, River and Other Intakes	0			0
307	<b>Wells and Springs</b>	0			0
308	Infiltration Galleries and Tunnels	0			0
309	Supply Mains	40,411			40,411
310	Power Generation Equipment	15,165			15,165
311	Pumping Equipment	3,569			3,569
320	Water Treatment Equipment	0			0
330	Distribution Reservoirs and Standpipes	0			0
331	Transmission and Distribution Mains	190,444			190,444
333	Services	11,160			11,160
334	Meters and Meter Installations	40,947	1,315		42,262
335	Hydrants	9,185			9,185
336	Backflow Prevention Devices	0			0
339	Other Plant Miscellaneous Equipment	0			0
340	Office Furniture and Equipment	11,237			11,237
341	Transportation Equipment	4,995	2,817		7,812
342	Stores Equipment	0			0
343	Tools, Shop and Garage Equipment	0			0
344	Laboratory Equipment	0			0
345	Power Operated Equipment	373			373
346	Communication Equipment	0			0
347	Miscellaneous Equipment	2,342			2,342
348	Other Tangible Plant	0			0
<b>TOTAL WATER PLANT</b>		<b>\$ 331,898</b>	<b>\$ 4,132</b>	<b>\$ 0</b>	<b>\$ 336,030</b>

**NOTE:** Any adjustments made to reclassify property from one account to another must be footnoted.

<b>YEAR OF REPORT</b> December 31, 2020
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UTILITY NAME: Tymber Creek Utilities, Incorporated

SYSTEM NAME / COUNTY : Volusia

**WASTEWATER UTILITY PLANT ACCOUNTS**

ACCT. NO. (a)	ACCOUNT NAME (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	RETIREMENTS (e)	CURRENT YEAR (f)
351	Organization	\$ 0	\$	\$	\$ 0
352	Franchises	0			0
353	Land and Land Rights	4,524			4,524
354	Structures and Improvements	113,560			113,560
355	Power Generation Equipment	0			0
360	Collection Sewers - Force	11,966			11,966
361	Collection Sewers - Gravity	493,482			493,482
362	Special Collecting Structures	0			0
363	Services to Customers	43,358			43,358
364	Flow Measuring Devices	6,406			6,406
365	Flow Measuring Installations	0			0
366	Reuse Services	0			0
367	Reuse Meters and Meter Installations	0			0
370	Receiving Wells	36,220			36,220
371	Pumping Equipment	33,089	12,932		46,021
374	Reuse Distribution Reservoirs	0			0
375	Reuse Transmission and Distribution System	0			0
380	Treatment and Disposal Equipment	246,420	2,491		248,911
381	Plant Sewers	0			0
382	Outfall Sewer Lines	10,827			10,827
389	Other Plant Miscellaneous Equipment	2,871	2,854		5,725
390	Office Furniture and Equipment	9,834			9,834
391	Transportation Equipment	0	2,817		2,817
392	Stores Equipment	0			0
393	Tools, Shop and Garage Equipment	0			0
394	Laboratory Equipment	0			0
395	Power Operated Equipment	1,762			1,762
396	Communication Equipment	0			0
397	Miscellaneous Equipment	0			0
398	Other Tangible Plant	0			0
<b>Total Wastewater Plant</b>		<b>\$ 1,014,319</b>	<b>\$ 21,094</b>	<b>\$ 0</b>	<b>\$ 1,035,413</b>

**NOTE:** Any adjustments made to reclassify property from one account to another must be footnoted.

# **EXHIBIT D**

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# CSWR, LLC and Subsidiaries

Consolidated Financial Statements

December 31, 2020 and 2019



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RSM US LLP

## Independent Auditor's Report

Board of Directors  
CSWR, LLC and Subsidiaries

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of CSWR, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, the related consolidated statements of operations, member's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CSWR, LLC and Subsidiaries as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the years the ended, in accordance with accounting principles generally accepted in the United States of America.

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**Other Matter**

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*RSM US LLP*

St. Louis, Missouri  
March 11, 2021

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**CSWR, LLC and Subsidiaries**

As of December 31, 2020 and 2019

**Consolidated Balance Sheets**

	<u>2020</u>	<u>2019</u>
Current Assets		
Cash	\$	
Accounts Receivable, net		
Other Current Assets		
Total Current Assets		
Property, Plant and Equipment, Net		
Non-Current Assets		
Preliminary Survey and Investigation		
Other Long-Term Assets		
Total Non-Current Assets		
Goodwill		
Intangible Assets		
<b>Total Assets</b>	<b>\$</b>	
Current Liabilities		
Accounts Payable	\$	
Notes Payable - Current		
Other Current Liabilities		
Total Current Liabilities		
Long-Term Liabilities		
Notes Payable, net of Current Portion		
Contributions in Aid of Construction		
Other Long-Term Liabilities		
Total Long-Term Liabilities		
Member's Equity		
Paid-In Capital		
Retained Deficit		
Total Member's Equity		
<b>Total Liabilities and Member's Equity</b>	<b>\$</b>	

See notes to consolidated financial statements



**CSWR, LLC and Subsidiaries**

For the years ended December 31, 2020 and 2019

**Consolidated Statements of Operations**

	<u>2020</u>	<u>2019</u>
<b>Operating Revenue</b>		
Operating Revenue	\$ [REDACTED]	[REDACTED]
<b>Operating Expense</b>		
Operations and Maintenance	[REDACTED]	[REDACTED]
General and Administrative	[REDACTED]	[REDACTED]
Depreciation and Amortization	[REDACTED]	[REDACTED]
Total Operating Expense	[REDACTED]	[REDACTED]
Operating Loss	[REDACTED]	[REDACTED]
<b>Other Income (Expense)</b>		
Other Revenue	-	[REDACTED]
Interest	[REDACTED]	[REDACTED]
Total Other Income (Expense)	[REDACTED]	[REDACTED]
Net Loss before Taxes	[REDACTED]	[REDACTED]
Income Tax Benefit	[REDACTED]	[REDACTED]
<b>Net Loss</b>	\$ [REDACTED]	[REDACTED]

See notes to consolidated financial statements

**CSWR, LLC and Subsidiaries**  
For the years ended December 31, 2020 and 2019

**Consolidated Statements of Member's Equity**

	Paid-In Capital	Retained Deficit	Total Member's Equity
Balance at December 31, 2018	\$	\$	\$
Capital Contributions			\$
Net Loss			\$
<b>Balance at December 31, 2019</b>			\$
Capital Contributions			\$
Net Loss			\$
<b>Balance at December 31, 2020</b>	\$	\$	\$

See notes to consolidated financial statements

**CSWR, LLC and Subsidiaries**

For the years ended December 31, 2020 and 2019

**Consolidated Statements of Cash Flows**

	<u>2020</u>	<u>2019</u>
<b>Cash Flows from Operating Activities</b>		
Net Loss	\$	\$
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization		
Amortization of deferred financing costs to interest expense		
Loss on transfer of preliminary survey & investigation expense		
Loss on disposal of property, plant and equipment		
Interest capitalized to notes payable		
Interest capitalized to deferred financing costs		
Interest capitalized to allowance for funds used during construction		
<b>Change in assets (increase) decrease</b>		
Accounts receivable, net		
Other current assets		
Other long-term assets		
<b>Change in liabilities - increase (decrease)</b>		
Current liabilities		
Other long-term liabilities		
<b>Net cash used in Operating Activities</b>		
<b>Cash Flows from Investing Activities</b>		
Purchase of property, plant and equipment		
Acquisition of preliminary survey and investigation		
<b>Net cash used in Investing Activities</b>		
<b>Cash Flows from Financing Activities</b>		
Payments on notes payable		
Contributions for construction		
Capital contributions		
<b>Net cash provided by Financing Activities</b>		
<b>Net Increase in Cash</b>		
Cash, Beginning of Period		
<b>Cash, End of Period</b>	\$	\$

See notes to consolidated financial statements

**NOTE 01: NATURE OF OPERATIONS AND BASIS OF PRESENTATION**

**Principles of Consolidation**

The accompanying consolidated financial statements include the accounts of CSWR, LLC ("CSWR") and its wholly owned subsidiaries, Missouri Central States Water Resources, LLC ("Missouri Central States"), Arkansas Central States Water Resources, LLC ("Arkansas Central States"), Kentucky Central States Water Resources, LLC ("Kentucky Central States"), Texas Central States Water Resources, LLC ("Texas Central States") and Louisiana Central States Water Resources, LLC ("Louisiana Central States"), collectively "the Company".

The accounts of Missouri Central States' wholly owned subsidiaries are included. Those subsidiaries are: Hillcrest Utility Holding Company, Inc. ("Hillcrest"), Raccoon Creek Utility Holding Company, Inc. ("Raccoon Creek"), Indian Hills Utility Holding Company, Inc. ("Indian Hills"), Elm Hills Utility Holding Company, Inc. ("Elm Hills"), Confluence Rivers Utility Holding Company, Inc. ("Confluence Rivers") and Osage Utility Holding Company, Inc. ("Osage"), which in turn each own operating subsidiaries that carry out day-to-day operations of the Company.

The accounts of Arkansas Central States' wholly owned subsidiaries are also included. Those subsidiaries are: Hayden's Place Utility Holding Company, LLC ("Hayden's Place"), St. Joseph's Glen Utility Holding Company, LLC ("St. Joseph's Glen"), Sebastian Lake Utility Holding Company, LLC ("Sebastian Lake"), Eagle Ridge Utility Holding Company, LLC ("Eagle Ridge"), Flushing Meadows Utility Operating Company, LLC ("Flushing Meadows") and Oak Hill Utility Holding Company, LLC ("Oak Hill"), which in turn each own operating subsidiaries that carry out day-to-day operations of the Company.

The accounts of Kentucky Central States' wholly owned subsidiary, Bluegrass Water Utility Holding Company, LLC ("Bluegrass") are included. Bluegrass owns an operating subsidiary that carries out the day-to-day operations of the Company.

The accounts of Texas Central States' wholly owned subsidiary, CSWR-Texas Utility Holding Company, LLC ("CSWR-Texas") are included. CSWR-Texas owns an operating subsidiary that carries out the day-to-day operations of the Company.

The accounts of Louisiana Central States' wholly owned subsidiary, Magnolia Water Utility Holding Company, LLC ("Magnolia") are included. Magnolia owns an operating subsidiary that carries out the day-to-day operations of the Company.

The Company has additional, inactive subsidiaries which, while included in The Company's financial statements, are immaterial to the consolidated financial results.

All significant inter-company transactions and account balances have been eliminated in consolidation.

**Nature of Operations and Acquisition**

CSWR is a private water and wastewater utility company. The Company's primary purpose, through its subsidiaries, is to establish and maintain compliant water and wastewater treatment facilities for underserved communities and private facility owners by creating economically viable options compliant

**NOTE 01: NATURE OF OPERATIONS AND BASIS OF PRESENTATION (continued)**

with the Clean Water Act and the Safe Drinking Water Act. The Company holds certificates of public convenience and necessity granted by the Missouri Public Service Commission, ("Missouri PSC"), under which the Company provides water and wastewater services in Missouri. In the state of Kentucky, the Company holds certificates of public convenience and necessity granted by the Kentucky Public Service Commission, ("Kentucky PSC"), under which the Company provides water and wastewater services in Kentucky. In the state of Texas, the Company holds certificates of public convenience and necessity granted by the Public Utility Commission of Texas, ("Texas PUCT"), under which the Company provides water and wastewater services in Texas. In the state of Louisiana, the Company has been granted authority to operate water and wastewater systems by the Louisiana Public Service Commission, ("Louisiana PSC"). The Company also provides water and wastewater services in Arkansas; however, Arkansas Central States' subsidiaries are currently under the water and sewer revenue threshold that requires rate regulation from the Arkansas Public Service Commission, ("Arkansas PSC").

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The Company is a wholly owned subsidiary of US Water Systems, LLC. (the "Parent").

**NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The Company's policy is to prepare its consolidated financial statements on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP).

**Use of Estimates**

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, the actual results could differ from those estimates.

**Recognition of Revenue**

On January 1, 2019, the Company adopted Accounting Standards Codification ("ASC") Topic 606, Revenue From Contracts With Customers using the modified retrospective approach, applied to contracts which were not completed as of January 1, 2019. Under this approach, periods prior to the adoption have not been restated and continue to be reported under the accounting standards in effect for those periods.

Under ASC 606, a performance obligation is a promise within a contract to transfer a distinct good or service, or a series of distinct goods and services, to a customer. Revenue is recognized when performance obligations are satisfied and the customer obtains control of promised goods or services. The amount of revenue recognized reflects the consideration which the Company expects to be entitled to receive in exchange for goods or services. Under the standard, a contract's transaction price is allocated to each distinct performance obligation. For contracts within the scope of ASC 606, the Company recognizes revenue through the following steps: 1) identifies the contract with a customer; 2) identifies the performance obligations within the contract; 3) determines the transaction price; 4) allocates the transaction price to the performance obligations in the contract; and 5) recognizes revenue when, or as, the Company satisfies each performance obligation.

**NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

The Company's revenues from contracts with customers are discussed below. Customer payments for contracts are generally due within 30 days of billing and none of the contracts with customers have payment terms that exceed one year; therefore, the Company elected to apply the significant financing component practical expedient, and no amount of consideration has been allocated as a financing component.

The Company's revenue is generated from water and wastewater services delivered to customers. These contracts contain a single performance obligation, the delivery of water and wastewater services, as the promise to transfer the individual service is not separately identifiable from other promises within the contract and is not distinct. Revenue is recognized over time, as water and sewer services are provided, and includes amounts billed to customers on a cycle basis and unbilled amounts based on one month of service. The amounts the Company has a right to invoice are determined by a periodic flat fee, metered usage or both where applicable, indicating that the invoice amount corresponds directly to the value transferred to the customer. The Company elected to use the right to invoice and the disclosure of remaining performance obligations practical expedients for these revenues.

**Income Taxes**

CSWR, LLC has elected to be treated as a partnership for federal income tax purposes and does not record income taxes. Instead, its taxable earnings and losses are allocated in accordance with the Operating Agreement and are included in the income tax returns of the members. Accordingly, no provision is made for federal and state income taxes in the consolidated financial statements.

The Company's subsidiaries have elected to be treated as "C" Corporations. Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due, plus deferred taxes related primarily to net operating losses timing differences.

The Company has assessed its federal and state tax positions and determined there were more likely than not no uncertainties or possible related effects that need to be recorded as of or for the years ended December 31, 2020 and 2019.

The federal and state income tax returns of the Company for the years ended December 31, 2020 and 2019 are subject to examination by the respective taxing authorities, generally for three years after they were filed.

**Accounts Receivable**

Accounts receivable includes utility customer accounts receivable, which represent amounts billed to water and wastewater customers on a cycle basis. Accounts receivable also includes unbilled revenue for services provided but not billed to customers. Credit is extended based on the guidelines of the applicable state regulatory body and collateral is generally not required.

The Company provides an allowance for doubtful accounts equal to the estimated losses that will be incurred in the collection of accounts receivable. This estimate is based on historical experience coupled with a review of the current status of existing receivables. The allowance and associated accounts

**NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

receivable are reduced when the receivables are determined to be uncollectible. The allowance at December 31, 2020 and 2019 was [REDACTED] respectively.

**Property, Plant and Equipment**

Property, plant and equipment is generally stated at cost. Major additions and improvements are capitalized and, where rate regulated, placed in service subject to review and revaluation by the applicable state regulatory body, while maintenance and repairs are expensed as incurred. When assets are sold or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss arising from such disposition is included as income or expense in the year of disposition.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets. The estimated lives for computing depreciation and amortization on property, plant and equipment are:

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Utility Plant in Service - Sewer	10-50 Years
Utility Plant in Service - Water	10-50 Years
Furniture, Fixtures, and Other	7-20 Years

**Preliminary Survey and Investigation Charges**

The Company capitalizes all expenditures for preliminary surveys, plans, investigations and other expenditures made for the purpose of determining the feasibility of the acquisition of system assets. When the acquisition of system assets occurs, these costs are reclassified to the appropriate utility plant account. If the initiative is abandoned, the costs are expensed in the period in which Management makes the determination.

**Regulation**

The Company's Missouri, Kentucky, Texas and Louisiana utilities are subject to economic regulation by the respective PSCs. The Missouri PSC, Kentucky PSC, Texas PUC and Louisiana PSC generally authorize revenue at levels intended to recover the estimated costs of providing service, plus a return on net investments, or rate base. The Missouri PSC approved a rate increase April 8, 2020 with an effective date of July 1, 2020 for Confluence Rivers and a rate increase December 30, 2020 with an effective date of January 29, 2021 for Elm Hills. Regulators may also impose certain penalties or grant certain incentives. Due to timing and other differences in the collection of utility revenue, an incurred cost that would otherwise be charged to expense by a non-regulated entity is (at the direction of the state PSC) to be deferred as a regulatory asset if it is probable that the cost is recoverable in future rates. Conversely, GAAP requires the recording of a regulatory liability for amounts collected in rates to recover costs expected to be incurred in the future or amounts collected in excess of costs incurred and refundable to customers.

The Company had a regulatory asset of \$ [REDACTED] ("Other Long-Term Assets"), with accumulated amortization of [REDACTED] and [REDACTED] at December 31, 2020 and 2019 respectively. Amortization expense for the periods ended December 31, 2020 and 2019 was [REDACTED] and [REDACTED], respectively.

The Company's net regulatory liability for removal costs recoverable through rates at December 31, 2020 and 2019 was [REDACTED] and [REDACTED] respectively. Salvage expense of the liability for removal costs was [REDACTED] and [REDACTED] for the periods ended December 31, 2020 and 2019 respectively.

**NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

These liabilities are included in Property, Plant and Equipment, Net as a subset of accumulated depreciation.

**Contributions in Aid of Construction**

Regulated utilities may receive advances for construction and/or contributions in aid of construction from customers, home builders, real estate developers, home-owners associations, etc., to fund construction necessary to extend or enhance services or operating facilities to new areas. Advances that are no longer refundable are reclassified as contributions of capital. Contributions are permanent collections of plant assets or cash for a specific capital construction project. For tariff ratemaking purposes, the amount of such contributions generally serves as a rate base reduction since the contributions represent non-investor supplied funds. Generally, the Company depreciates utility plants funded by contributions and amortizes its contributions balance as a reduction to depreciation expense, producing a result which is functionally equivalent to reducing the original cost of the utility plant for the contributions. Amortization of contributions in aid of construction was [REDACTED] and [REDACTED] for the periods ended December 31, 2020 and December 31, 2019, respectively.

**Goodwill and Other Intangible Assets**

Included in the Company's financials are goodwill and intangible assets which are the result of pushdown accounting from its parent. Goodwill arising from business combinations is generally determined as the excess of the fair value of the consideration transferred, plus the fair value of any noncontrolling interests in the acquiree, over the fair value of the net assets acquired and liabilities assumed as of the acquisition date. Goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized but tested for impairment at least annually or more frequently if events and circumstances exist that indicate that a goodwill impairment test should be performed. The Company has selected December 31 as the date to perform the annual impairment test. Intangible assets with definite useful lives are amortized over their estimated useful lives to their estimated residual values. Goodwill, the Trade Name and Certificate of Convenience and Necessity have an indefinite life on the consolidated balance sheets. There are no intangible assets with a definite life on the consolidated balance sheets.

**New Accounting Pronouncements**

In February 2016, the FASB issued Accounting Standards Update ("ASU") 2016-02, Leases: Amendments to the FASB Accounting Standards Codification, which amends the existing guidance on accounting for leases, and is effective for fiscal years beginning after December 15, 2021 for entities other than public business entities. This ASU requires the recognition of lease assets and liabilities on the consolidated balance sheets and the disclosure of key information about leasing arrangements. Early adoption is permitted and modified retrospective application is required for leases that exist or are entered into after the beginning of the earliest comparative period in the consolidated financial statements. The Company is currently evaluating the impact, if any, of adopting ASU 2016-02 on the Company's consolidated financial statements and related disclosures.

In June 2016, the FASB issued ASU 2016-13, Financial Instruments-Credit Losses. The standard requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit

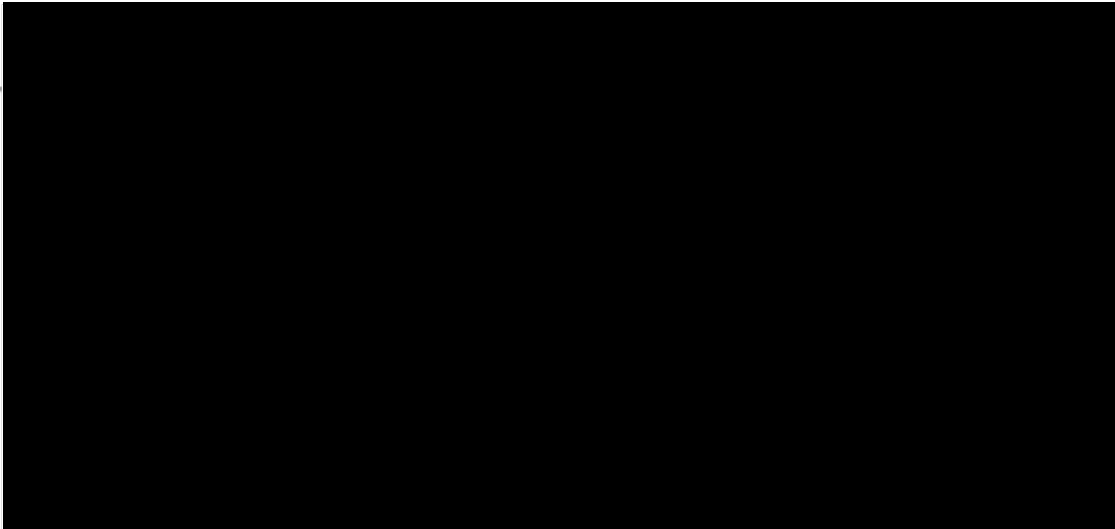


**NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

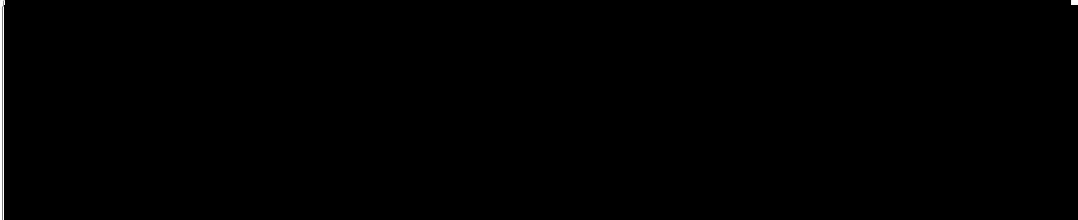
losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This standard will be effective for the calendar year ending December 31, 2022. The Company is currently in the process of evaluating the impact, if any, of adoption of this ASU on the consolidated financial statements.

**NOTE 03: ASSET PURCHASES AND FACILITY OPERATIONS**

**Asset Purchases**



**Facility Operations**



**NOTE 04: CONSOLIDATED STATEMENT OF CASH FLOWS**

Cash paid for interest during the periods ending December 31, 2020 and December 31, 2019 was [REDACTED] and [REDACTED] respectively. The Company did not have any cash paid for income taxes during the periods ended December 31, 2020 and 2019.

As of December 31, 2020, [REDACTED] in property, plant and equipment and [REDACTED] in preliminary survey and investigation charges were funded by accounts payable. Preliminary survey and investigation

**NOTE 04: CONSOLIDATED STATEMENT OF CASH FLOWS (continued)**

charges totaling ██████ were reclassified to property, plant, and equipment during the period ending December 31, 2020.

As of December 31, 2019, ██████ in property, plant and equipment and ██████ in preliminary survey and investigation charges were funded by accounts payable. Preliminary survey and investigation charges totaling ██████ were reclassified to property, plant, and equipment during the period ending December 31, 2019. Interest capitalized to property, plant, and equipment was ██████ for the period ending December 31, 2019.

**NOTE 05: CASH CONCENTRATION**

As of December 31, 2020 and 2019, the Company's cash balance per depositor exceeded federally insured limits.

**NOTE 06: PROPERTY, PLANT AND EQUIPMENT**

Capital assets, consisting of property, plant and equipment purchased or constructed by the Company, are stated at cost. Depreciation has been computed over the estimated useful life of each asset using the straight-line method. Interest costs have been capitalized based on the average outstanding capital expenditures. In addition, certain technical and engineering related studies associated with the project have also been capitalized and included in the basis of the assets.

Major classes of property, plant and equipment consist of the following:

	<b>2020</b>	<b>2019</b>
Utility Plant in Service - Sewer	\$ ██████	\$ ██████
Utility Plant in Service - Water		
Furniture, Fixtures and Other		
Less: Accumulated Depreciation		
In Service Property, Plant and Equipment - Net	\$ ██████	\$ ██████
Construction Work in Progress		
Property, Plant & Equipment Net	\$ ██████	\$ ██████

Net depreciation expense for the periods ended December 31, 2020 and December 31, 2019 totaled and ██████ and ██████ which consisted of ██████ and ██████ in depreciation on property, plant and equipment, net salvage expense of the regulatory assets and liabilities ██████ and ██████ respectively, as disclosed in Note 2, and ██████ and ██████ in reduction of expense for amortization of contributions in aid of construction as disclosed in Note 2, respectively.

**NOTE 07: NOTES PAYABLE – RELATED PARTY**

The Company, through its subsidiaries, entered into agreements with [REDACTED] a related party through common ownership, at various times between 2016 and 2018, for a maximum principal amount of [REDACTED]. Associated with the agreements were construction notes payable to provide financing for the construction, improvements, and equipment for the Company’s subsidiaries. During the construction period, all interest accrued on the loan was rolled into the principal balance of the loan. [REDACTED] For some of these construction notes payable, the Company was not obligated to make any payments of interest or principal on the accrued interest or the principal amount owed until the first calendar month immediately following the construction completion date, at which point principal and interest payments are due monthly at various maturities between October 2036 and December 2039. As of December 31, 2020, and 2019, the outstanding loan balance, including accrued interest and origination fee, was [REDACTED] and [REDACTED] and unamortized deferred financing costs were [REDACTED] and [REDACTED] respectively. The outstanding loan balance, including capitalized interest and origination fee, less unamortized financing costs is as follows as of December 31:

	2020	2019
Notes Payable balance, including accrued interest and origination fee	[REDACTED]	[REDACTED]
Unamortized deferred financing costs	[REDACTED]	[REDACTED]
Current portion of notes payable	[REDACTED]	[REDACTED]
<b>Notes Payable, net of current portion</b>	[REDACTED]	[REDACTED]

Future maturities of notes payable are as follows:

Years ending December 31,

2021	[REDACTED]
2022	[REDACTED]
2023	[REDACTED]
2024	[REDACTED]
2025	[REDACTED]
Thereafter	[REDACTED]

The agreements are secured by specific portions of the Company’s assets and require adherence to specific restrictive covenants. For the years ending December 31, 2020 the Company had not satisfied certain covenant obligations. Through the date of issuance of the independent auditors report the debt has not been called and as of December 31, 2020, the lender provided written covenant waivers evidencing that no event of default has occurred which would cause the lender to exercise before April 1, 2022, its options to pursue the remedies outlined in the loan agreements.

**NOTE 07: NOTES PAYABLE -RELATED PARTY (continued)**

**Deferred Financing Costs**

Costs incurred in connection with financing activities are deferred and amortized to interest expense using the straight-line method over the terms of the related debt agreement. The straight-line method approximates the deferred interest method. Unamortized deferred financing costs of [REDACTED] and [REDACTED] are included in the accompanying consolidated balance sheets as a reduction of debt at December 31, 2020 and 2019, respectively. Amortization expense included in interest expense was [REDACTED] and [REDACTED] for the periods ended December 31, 2020 and 2019, respectively.

**NOTE 08: OPERATING LEASE**

The Company has a lease agreement for office space. During 2020, the prior lease agreement expired and the Company entered a new agreement. Under the expiring lease agreement, the Company paid monthly rent payments of [REDACTED] per month through March 2020. The Company's current lease has a term of five years and requires monthly rent payments of [REDACTED] beginning April, 2020 through March 2025.

Total future minimum commitments related to these leases are as follows:

2021 -	[REDACTED]
2022 -	[REDACTED]
2023 -	[REDACTED]
2024 -	[REDACTED]
2025 -	[REDACTED]
<b>Total -</b>	[REDACTED]

The current lease agreement included a leasehold incentive as reimbursement for costs related to improving the leasehold and preparing the space for the Company's use. This incentive totaled [REDACTED] and was a receivable, included in Other Current Assets, to The Company at December 31, 2020. The incentive also results in a liability which is to be amortized over the life of the lease as a reduction of rent expense. The Leasehold Incentive Liability is recorded on the Company's financial statements, net of accumulated amortization of [REDACTED] in Other Long-Term Liabilities. Rent expense amounted to [REDACTED] and [REDACTED] for the periods ended December 31, 2020 and December 31, 2019, respectively. Amortization expense of the Leasehold Incentive Liability amounted to [REDACTED] for the period ended December 31, 2020.

**NOTE 09: EMPLOYEE BENEFIT PLAN**

The Company has a retirement plan for its employees which allows participants to make contributions by salary reduction pursuant to Section 401(k) of the Internal Revenue Code. The Company can make a discretionary profit-sharing contribution to employees any time during the year. Employees vest immediately in their contributions and the Company's profit-sharing contributions. The Company's contributions to the 401(k) plan totaled [REDACTED] and [REDACTED] for the periods ended December 31, 2020, December 31, 2019, respectively.

**NOTE 10: COMMITMENTS AND CONTINGENCIES**

The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of the Company’s management, the probable resolution of such contingencies will not have a material adverse effect on the financial position, cash flows or results of operations of the Company.

**NOTE 11: INCOME TAXES AND LOSS CARRYFORWARD**

Deferred income tax provisions/benefits for the Company’s C-Corp subsidiaries are calculated for certain transactions and events because of differing treatments under accounting principles generally accepted in the United States of America and the currently enacted tax laws of the federal, state, and local governments. The Company accounts for federal income taxes in accordance with FASB ASC 740, whereby deferred taxes are provided on temporary differences arising from assets and liabilities whose bases are different for financial reporting and income tax purposes. Current deferred federal income taxes relate primarily to timing differences including a net operating loss carryforward and certain expenses that are not deductible for tax purposes. Deferred income tax assets and liabilities are computed for those temporary differences that have future tax consequences using the currently enacted tax laws and rates that apply to the periods in which they are expected to affect taxable income. Examples of these temporary differences include the future tax benefits of operating loss carryforwards recognized for financial reporting purposes and the allowance for doubtful accounts which will provide a tax benefit only upon the direct write off of customer balances.

The net deferred tax asset consists of the following components as of December 31:

	<b>2020</b>	<b>2019</b>
Accumulated net operating loss	█	█
Allowance for doubtful accounts	█	█
Deferred tax asset/(liability)	█	█
Less valuation allowance	█	█
Deferred tax asset/(liability) - Net	\$ -	\$ -

The deferred tax assets as of December 31, 2020 and 2019 are a result of net operating losses for federal and state taxes that are available for carryforward to future periods and certain timing differences. There is a degree of uncertainty inherent in determining if it is more likely than not that the benefits from certain net operating loss carryforwards and other deferred tax assets may not be realized. Management has assessed this risk and has provided a valuation allowance of █ and █ on these deferred tax assets as of December 31, 2020 and 2019, respectively until the company starts to generate taxable income.

It is reasonably possible that management’s estimate of the amount of tax benefit the Company will realize from the use of the tax loss carryforwards and other timing differences will change significantly in the future along with the related tax benefits.

**NOTE 12: RECLASSIFICATIONS**

Certain reclassifications have been made to the prior year consolidated financial statements to conform to the current year presentation. Total assets, total liabilities, and net loss were not affected.

**NOTE 13: SUBSEQUENT EVENTS**

Subsequent to year end, the Company paid approximately [REDACTED] to acquire certain operating assets, primarily property, plant and equipment, that provides water supply and distribution services, and sewer collection and treatment services in Missouri, Texas, Kentucky and Louisiana. The assets acquired are expected to approximate the amount paid.

Management has evaluated subsequent events through the date of the independent auditors report, March 11, 2021, the date these consolidated financial statements were available to be issued.

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CSWR, LLC and Subsidiaries  
 Supplemental Information to the  
 Consolidated Financial Statements  
 For the year ended December 31, 2020

CONSOLIDATING BALANCE SHEETS

	Consolidated	Consolidation Elimination	CSWR, LLC	Missouri-CSWR	Hillcrest	Raccoon Creek	Indian Hills	Confluence Rivers	Elm Hills	Osage	Louisiana-CSWR	Magnolia
Current Assets												
Cash												
Accounts Receivable, net												
Other Current Assets												
Total Current Assets												
Property, Plant and Equipment, Net												
Non-Current Assets												
Preliminary Survey & Investigation												
Investment in Associated Companies												
Receivable from Associated Companies												
Other Long-Term Assets												
Total Non-Current Assets												
Goodwill												
Intangible Assets												
Deferred Income Tax												
<b>Total Assets</b>												
Current Liabilities												
Accounts Payable												
Notes Payable - Current												
Other Current Liabilities												
Total Current Liabilities												
Long-Term Liabilities												
Notes Payable, net of Current Portion												
Payable to Associated Companies												
Contributions in Aid of Construction												
Other Long-Term Liabilities												
Total Long-Term Liabilities												
Deferred Income Tax Liability												
Members' Equity												
Paid-In Capital												
Retained Deficit												
Total Members' Equity												
<b>Total Liabilities and Equity</b>												

CSWR, LLC and Subsidiaries  
 Supplemental Information to the  
 Consolidated Financial Statements  
 For the year ended December 31, 2020

CONSOLIDATING BALANCE SHEETS

	Kentucky- CSWR	Bluegrass	Arkansas- CSWR	Hayden's Place	St. Joseph's Glen	Sebastian Lake	Eagle Ridge	Oak Hill	Flushing Meadows	TX-CSWR	CSWR-TX Operating	Inactive Entities
<b>Current Assets</b>												
Cash												
Accounts Receivable, net												
Other Current Assets												
<b>Total Current Assets</b>												
<b>Property, Plant and Equipment, Net</b>												
<b>Non-Current Assets</b>												
Preliminary Survey & Investigation												
Investment in Associated Companies												
Receivable from Associated Companies												
Other Long-Term Assets												
<b>Total Non-Current Assets</b>												
<b>Goodwill</b>												
<b>Intangible Assets</b>												
<b>Deferred Income Tax</b>												
<b>Total Assets</b>												
<b>Current Liabilities</b>												
Accounts Payable												
Notes Payable - Current												
Other Current Liabilities												
<b>Total Current Liabilities</b>												
<b>Long-Term Liabilities</b>												
Notes Payable, net of Current Portion												
Payable to Associated Companies												
Contributions in Aid of Construction												
Other Long-Term Liabilities												
<b>Total Long-Term Liabilities</b>												
<b>Deferred Income Tax Liability</b>												
<b>Members' Equity</b>												
Paid-in Capital												
Retained Deficit												
<b>Total Members' Equity</b>												
<b>Total Liabilities and Equity</b>												



CSWR, LLC & Subsidiaries  
 Supplemental Information to the  
 Consolidated Financial Statements  
 For the year ended December 31, 2020

**CONSOLIDATING STATEMENT OF OPERATIONS**

	Consolidated	CSWR, LLC	Missouri- CSWR	Hillcrest	Raccoon Creek	Indian Hills	Confluence Rivers	Elm Hills	Osage	Louisiana- CSWR	Magnolia
<b>Operating Revenue</b>											
Operating Revenue											
<b>Operating Expense</b>											
Operations and Maintenance											
General and Administrative											
Depreciation and Amortization											
Total Operating Expense											
Operating Loss											
<b>Other Income (Expense)</b>											
Other Revenue											
Interest											
Total Other Income (Expense)											
<b>Net Loss before Taxes</b>											
<b>Net Income (Loss)</b>											

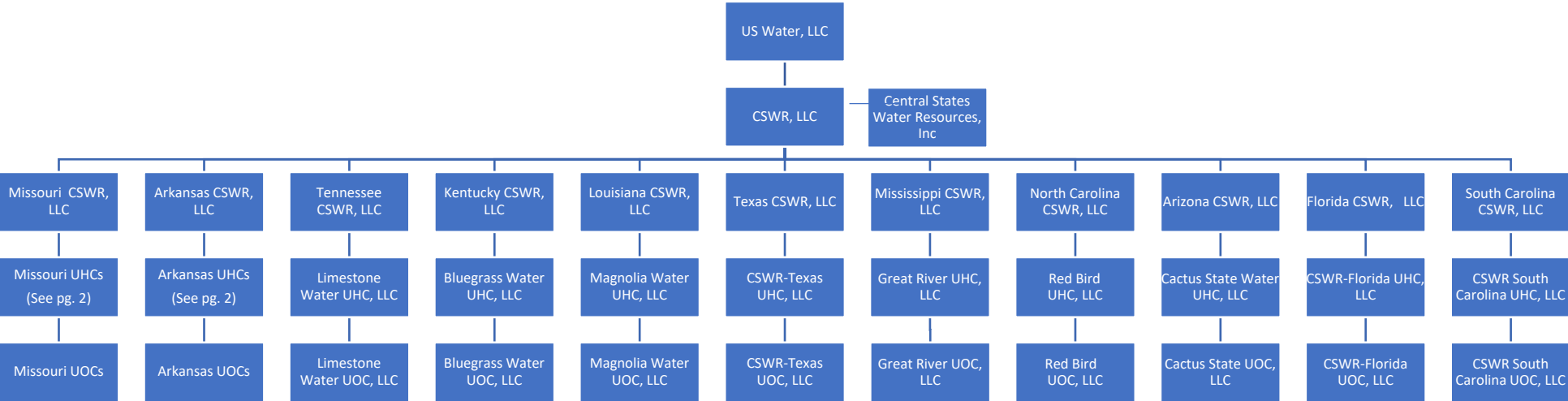
CSWR, LLC & Subsidiaries  
 Supplemental Information to the  
 Consolidated Financial Statements  
 For the year ended December 31, 2020

CONSOLIDATING STATEMENT OF OPERATIONS

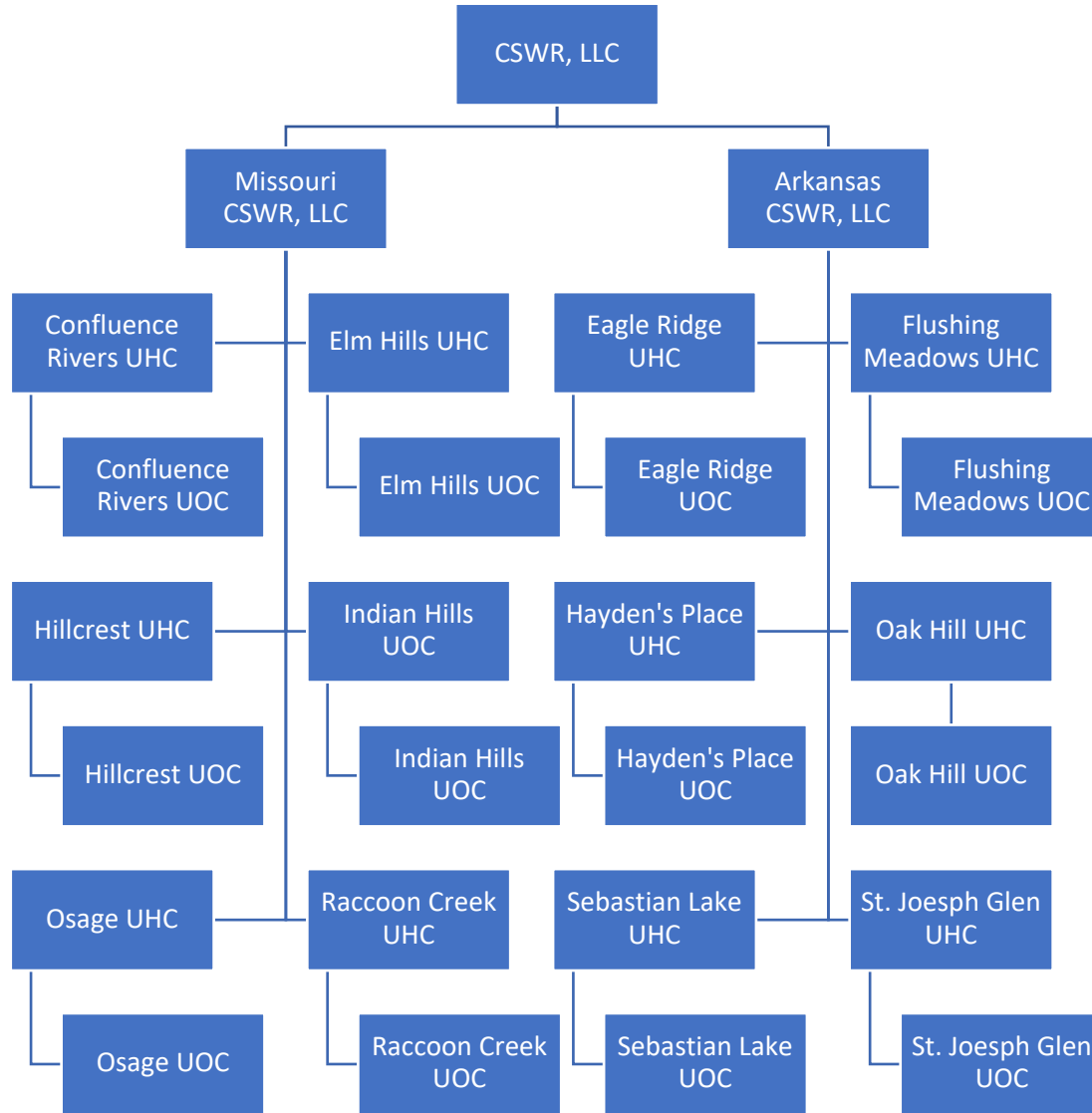
	Kentucky- CSWR	Bluegrass	Arkansas- CSWR	Hayden's Place	St. Joseph's Glen	Sebastian Lake	Eagle Ridge	Oak Hill	Flushing Meadows	TX-CSWR	CSWR-TX Operating	Inactive Entities
<b>Operating Revenue</b>												
Operating Revenue												
<b>Operating Expense</b>												
Operations and Maintenance												
General and Administrative												
Depreciation and Amortization												
Total Operating Expense												
Operating Loss												
<b>Other Income (Expense)</b>												
Other Revenue												
Interest												
Total Other Income (Expense)												
Net Loss before Taxes												
Net Income (Loss)												

# **EXHIBIT E**

**Central States Water Resources Corporate Entity Organizational Chart**



**Missouri & Arkansas CSWR Organizational Chart Detail**



# **EXHIBIT F**

## **Josiah Cox – President**

Mr. Cox is President of CSWR-Florida Utility Operating Company, LLC, and also of CSWR, LLC. Both companies are part of an affiliated group that provide water or wastewater utility services to more than 40,000 customers in six states.

Mr. Cox received a Bachelor of Science with a major in Environmental Science from the University of Kansas. Professionally he has worked at the Kansas state biological survey, where he performed a wildlife habitat study. He then worked at a civil engineering firm where he was involved in various facets of the land development process including permitting, entitlement, civil design, project management, and construction management. He focused mainly on the water and wastewater side of the civil engineering business and participated in every part of that business from waste-load allocation studies (now known as the anti-degradation processes), design, permitting, project management, and construction management. He also ran the firm's environmental consulting division and was the second private consultant to submit a water quality impact study in the state of Missouri in 2003. He joined the engineering firm's executive leadership team and helped run all the firm's operations.

Beginning in 2005, he formed a full-service civil engineering, environmental consulting, general contracting, and construction management firm. He obtained extensive experience with rural communities in every facet of the water and wastewater compliance process, including environmental assessment, permitting, design, construction, operation and community administration of the actual water and wastewater (sewerage) systems. The firm performed stream sampling and built waste-load allocation models to determine receiving water-body protective permit-able effluent pollutant loads. They did full engineering design of multiple whole community wastewater and water infrastructure systems including wells, water distribution, water treatment, water storage, wastewater conveyance, and wastewater treatment plants and taken these designs through federal and state administered permitting processes in Missouri. The engineering firm also administered the construction of these water and wastewater systems from green field site selection all the way through system startup and final engineering sign-off. During this time, he also began the Master of Business Administration (MBA) program at Washington University in St. Louis, from which he graduated in 2007.

In addition, starting in 2008, he took over the operations of an existing rural sewer district, and he still operates a system managing the functioning, testing, and maintenance of the system. He also acts as the administrator for this municipal system performing all the billing, emergency response, accounts payable/accounts receivable, collections, budgeting, customer service, and public town meetings required to service the community.

In late 2010, after working on several small, failing water and wastewater systems, Mr. Cox created a business plan to acquire and recapitalize failing systems as investor-owned regulated water and wastewater utility companies. In early 2011, he went to the capital markets to raise money to implement his plan, and over a period of approximately three years met with over fifty-two infrastructure investment groups trying to raise necessary financing. In February 2014, he was able to raise sufficient debt and equity capital to start CSWR. In 2018, he attracted an additional large institutional private equity investor, which allowed CSWR to expand the scope

of its business plan. Since its formation, CSWR has acquired, and currently is operating more than 257 water and/or wastewater systems in Missouri, Kentucky, Louisiana, Texas, Tennessee, and Arkansas.

### **Marty Moore – Chief Financial Officer**

Marty Moore is the Chief Financial Officer of CSWR, LLC and has held this position since April 2020. As CFO, Mr. Moore provides leadership, direction, and management to the finance and accounting teams, manages the process for financial forecasting, budgeting, and reporting and oversees the human resources and risk management functions.

After receiving a Bachelor of Business Administration in Accounting from Abilene Christian University, he gained a wide range of experience. Moore's extensive senior-level finance and operational experience includes serving as CFO of international automation equipment manufacturer Baldwin Technology Co., a company he helped Barry-Wehmiller/Forsyth Capital take private in 2012. Prior to that, Mr. Moore held senior leadership positions with Summit Marketing, Consolidated Terminals, Barnhill's Buffet Inc., and Global Materials Services. He began his career at Arthur Andersen. Moore most recently led finance and corporate services as CFO of Gardner Capital, a national affordable housing and renewable energy developer, investor, and tax credit syndicator. He has an extensive background in mergers and acquisitions and will work alongside Mr. Cox in accelerating the company's already rapid growth trajectory.

### **Todd Thomas – Vice President**

Todd Thomas holds the office of Senior Vice President of CSWR, LLC. Mr. Thomas received his Bachelor of Science in Civil Engineering from The Missouri University of Science and Technology, and a Master of Business Administration from Washington University in St. Louis.

Before joining CSWR, Mr. Thomas was President of Brotcke Well and Pump, Vice President of Operations and Business Development of the Midwest for American Water Contract Operations, and General Manager of Midwest Operations for Environmental Management Corporation. Mr. Thomas currently serves on the Technical Advisory Team for the Public Water Supply District 2 of St. Charles County, MO.

Mr. Thomas's previous employment provided him extensive experience in water and sewer utilities. He has extensive firsthand experience with how much damage can be done by lack of maintenance on a well system and how much money and effort is required to restore a well system after neglect.

In his position as Senior Vice President at CSWR, Mr. Thomas's main responsibilities include utility operations along with the acquisition, development, and rate stabilization of CSWR-affiliated utilities. Those duties include operations, maintenance, capital planning, and regulatory compliance for all affiliate-owned facilities. He is responsible for the management of all operations and maintenance service providers, customer service and billing service providers, and engineering firms.



### **Mike Duncan –Vice President**

Mike Duncan is the Vice President of CSWR, LLC and was promoted to that position in October 2020. As Vice President, he has played an integral role in preparing, filing, and processing acquisition applications in Missouri, Kentucky, Tennessee, Louisiana, Texas, North Carolina, and Mississippi. He also has taken a leading role in preparing and filing rate cases in Missouri, Kentucky, and Louisiana.

After receiving a Bachelor of Arts degree from Washington University in St. Louis, the first eleven years of his career were spent as an administrator and later director at a non-profit organization in St. Louis, Missouri. As Director he oversaw accounting, finance, human resources, IT, and communications for the organization. During his employment he received a master's in business administration from Olin School of Business at Washington University. Prior to his employment with CSWR, he spent two years as Director of Operation with Auto Tire & Parts Napa, a partner-owned chain of auto parts stores, overseeing projects related to distribution, logistics, IT, and general management.

### **Stacy Culleton – Director of Customer Experience**

Stacy Culleton is the Director of Customer Experience of CSWR, LLC. She has held this position since March 2020, and previously held the position of Project Manager. As Director of Customer Experience, Stacy leads the development, implementation and evaluation of strategic, tactical, and operational customer engagement plans, programs, and initiatives. She also advises the executive team regarding customer satisfaction measures, customer experience strategies, and drives the ongoing development of a customer service culture.

After receiving her Bachelor of Business Administration degree in Management from Lindenwood University, Stacy held positions as Director of Client Services at Unit 4 Education Solutions, Senior Business System Analyst and Sales Planning and Reporting Manager at Allianz Global Corporate and Specialty, Senior Product Manager at Unit 4, and Senior Consultant at Daugherty Business Solutions. Her experience and extensive background in managing teams helps ensure an exceptional customer experience and provides the technical and managerial expertise needed to run this critical customer service function.

### **Jake Freeman – Director of Engineering**

Jake Freeman is the Director of Engineering of CSWR, LLC and has held this position since January 2019. As Director of Engineering, he oversees all engineering, surveying, and facility construction upgrades for all newly acquired CSWR water and sewer utilities including those in Missouri, Arkansas, Kentucky, Louisiana, Texas, Mississippi, Tennessee, and North Carolina. He also oversees ongoing capital upgrade projects on all CSWR affiliated and operated facilities.

After receiving a Bachelor of Science degree in Mechanical Engineering from the University of Missouri – Columbia, he spent the first two years of his career working for Corrigan Mechanical, a design-build mechanical contractor in St. Louis designing, estimating, and

managing plumbing, HVAC and process piping construction projects in Missouri and southern Illinois. He then spent eleven years performing similar tasks for Brotcke Well & Pump, a well and pump service contractor servicing water wells and water treatment equipment throughout Missouri, Illinois, Kentucky, and Kansas. Prior to his employment with CSWR, he was serving as Vice President of Brotcke Well & Pump and Principal for their engineering services and managing their newly opened office in Kansas City.

### **Jami Favor - Environmental, Health and Safety Director**

Jami Favor holds the office of Environmental, Health and Safety Director of CSWR, LLC. Mr. Favor holds several top water and wastewater certifications throughout the country. Mr. Favor also has received his Associate of Science in Ecological Controls and Associate of Applied Arts.

Before joining CSWR, Mr. Favor worked for Woodard and Curran's as an Area Manager of Contract Operations and Maintenance for Public Water Supply District 2 of St. Charles County, Missouri, and General Manager of a similar system in Quincy, Washington. Mr. Favor's responsibilities included budget and financial accountability, creating, and implementing capital improvement plans, daily operations of wastewater and water treatment facilities, including both industrial wastewater and reuse facilities that provided highly efficient softening and reverse osmosis treatment to industrial customers, implementation and oversight of Industrial Pretreatment Programs, collection, and water distribution maintenance.

Mr. Favor's previous employment provided him extensive experience in water and sewer utilities. He has extensive firsthand experience in managing water and wastewater treatment facilities safely and in a financially and operationally sound manner.

In his position as Environmental, Health and Safety Director at CSWR, Mr. Favor's main responsibilities include budgeting/financial accountability of operations, identifying capital improvements projects, overseeing regulatory compliance, implementing Computer Maintenance Management System and Regulatory Databases for all CSWR-affiliated facilities, development of safety programs, and overseeing third party Operations and Maintenance contractors of CSWR facilities.

# EXHIBIT G

TYMBER CREEK UTILITIES, INCORPORATED

DESCRIPTION OF WATER AND WASTEWATER TERRITORY

LOST CREEK SUBDIVISION

IN VOLUSIA COUNTY

Township 14 South, Range 31 East  
Section 31

That portion of the Southwest one-quarter of the Northeast one-quarter of Section 25, Township 14 South, Range 31 East, lying North of the Northerly top of bank of the Tomoka River and Easterly of Groover Branch Creek, in Volusia County, Florida, being more particularly described as follows:

Commence at the Southwest corner of lot 326, after lot 326 as measured along the West line of the Northeast one-quarter of Section 25, a distance of 1,319.05 feet South from the Northwest corner of the Northeast one-quarter of Section 25, Township 14, Range 31. Tymber Creek Phase II Subdivision. As recorded in map book 35, pages 116 thru 136 of the public records of Volusia County, Florida. Said point being the Point of Beginning; thence N. 87° 26' 54" E. along the Southerly line of said Tymber Creek Phase II Subdivision a distance of 1,330.09 feet to the East line of the said Southwest one-quarter of the Northeast one-quarter of Section 25; Thence S. 01° 25' 04" E. along the said East line a distance of 516.82 feet to a meander line along the Northerly top of bank of the Tomoka River; Thence along the said top of bank of the Tomoka River the following courses and distances: S. 56° 53' 33" W. a distance of 163.94 feet; S. 58° 00' 47" W. a distance of 100.98 feet; S. 41° 45' 18" W. a distance of 109.66 feet; S. 63° 07' 13" W. a distance of 100.12 feet; S. 82° 40' 55" W. a distance of 104.40 feet; S. 46° 41' 34" W. a distance of 105.94 feet; S. 76° 08' 56" W. a distance of 32.10 feet; S. 44° 55' 10" W. a distance of 107.70 feet; S. 32° 45' 58" W. a distance of 101.43 feet; S. 20° 15' 20" W. a distance of 100.12 feet; S. 28° 52' 54" W. a distance of 81.18 feet; S. 71° 09' 07" W. a distance of 40.26 feet to a meander line along the Easterly top of bank of said Groover Branch Creek; Thence along said top of Bank of Groover Branch Creek the following courses and distances: N. 81° 16' 40" W. a distance of 57.20 feet; N. 18° 23' 19" W. a distance of 34.56 feet; N. 17° 18' 38" W. a distance of 38.01 feet; N. 04° 51' 59" W. a distance of 56.40 feet; N. 23° 33' 35" W. a distance of 23.18 feet; N. 03° 39' 21" W. a distance of 52.53 feet; N. 13° 17' 07" E. a distance of 45.99 feet; S. 83° 41' 27" E. a distance of 38.88 feet; N. 39° 20' 57" E. a distance of 56.10 feet; N. 29° 00' 26" W. a distance of 36.31 feet; N. 55° 22' 42" W. a distance of 47.25 feet; N. 56° 00' 28" W. a distance of 51.45 feet; N. 15° 18' 09" W. a distance of 72.15 feet; N. 29° 53' 10" W. a distance of 69.49 feet; S. 66° 30' 02" W. a distance of 33.57 feet; S. 08° 08' 31" W. a distance of 36.56 feet; S. 43° 31' 28" W. a distance of 41.66 feet; S. 84° 11' 30" W. 65.49 feet; N. 80° 37' 26" W. a distance of 40.34 feet; N. 48° 25' 21" W. a distance of 61.62 feet; N. 12° 00' 14" W. a distance of 26.80 feet; N. 28° 07' 04" E. a distance of 80.59 feet; N. 15° 29' 07" E. a distance of 85.50 feet; N. 27° 46' 29" W. a distance of 19.83 feet; S. 72° 57' 24" W. a distance of 70.77 feet; S. 46° 51' 09" W. a distance of 64.30 feet; S. 29° 10' 55" W. a distance of 42.53 feet; S. 51° 45' 35" W. a distance of 22.87 feet to the West line of the said Southwest one-quarter of the Northeast one-quarter of Section 25; Thence N 01° 20' 57" W. a distance of 610.00 feet to the Point of Beginning.

Said parcel containing 23.7 acres, more or less. MB 44 pgs 12 & 13 PRVC

# EXHIBIT H

# TyMBER Creek Utilities (Water)

## Facility Information:

Public Water System ID: FL3641401

Ormond Beach, FL 32174, Volusia County

~436 Service connections (approximately population of 1,007)

Assets: Purchased Water System (Water Purchased from Ormond Beach FL3640963), very little available for facilities information only indicating two separate connections to the Ormond Beach system

## Compliance History

Very little information is available in the Florida drinking water information spreadsheets as it is a purchased water system. There is no record of it in the System Treatment Data or Flow Data spreadsheets. The Chemical Data spreadsheet shows in compliance test results for disinfection byproducts (HAA5 and Total THMS) and bacteriological testing shows no results on the absent/present determination, however, shows residual chlorine levels ranging from 1.6 to 3.5 over the last 12 months. Searches for the most recent consumer confidence report showed that the company’s website is down and therefore the report is unavailable (this should represent a violation of the CCR Rule at the state and federal level but was not recorded as a violation in the federal database). Florida’s lack of a drinking water watch page with any sort of summary of violations or enforcement action makes summarizing compliance difficult to complete with any certainty, however the federal database has no violations listed since 2014. This is again questionable as noted above the unavailability of the CCR should be categorized as a violation for failure to make the Consumer Confidence Report available to the public. This may indicate that the slim data available in Florida’s databases for water system has also led to the state inadequately identifying or reporting noncompliance to the federal data system and that other issues of noncompliance have also not been identified.

## Description of need:

The TyMBER Creek Utilities Drinking Water system is a purchased water system with two connections to the Ormond Beach Water system. No flow data is currently being reported to the state from the system, which may indicate the need for new flow meters at each connection to the Ormond Beach system. The company’s website is not working currently meaning that the Consumer Confidence Reports which are required to be available to the public are not available. The unavailability of this report and the fact it is evident that the hosting fees for the company website have not been paid indicates organizational and managerial shortcomings in the running of the system. No other significant issues have been identified at this time.

## Proposed Improvements:

At this time very little information is available on the drinking water system. Basic funding for maintenance of the existing infrastructure and installation of remote monitoring is therefore all that will be included.

TyMBER Winds WWTF (Sewer)		
No.	Description	Cost
1	Install Mission Remote Monitoring with Chlorine Analyzer (Qty. 2)	\$30,000
2	Master Meter Pit Renovations (Qty. 2)	\$20,000
3	Distribution system Repairs	\$30,000



4	Additional Isolation Valves	\$20,000
5	Flushing valves and hydrants	\$30,000
<b>Total</b>		<b>\$130,000</b>

# Tymer Creek WWTF (Wastewater)

## Facility Information:

Wastewater Permit #: FLA011193

Ormond Beach, FL 32174, Volusia County

~450 Service connections (approximately population of 1,000)

Assets: Extended Aeration 0.131 million gallon per day (MGD) annual average daily flow with extended aeration domestic wastewater treatment plant consisting of flow equalization, influent screening, aeration, secondary clarification, filtration, chlorination, and aerobic digestion of biosolids with a 0.131 MGD annual average daily flow permitted capacity rapid infiltration basin system, 3 lift stations, collection system

## Compliance History

The system was recently issued a Consent Order (1/20/2022) for exceedances in Discharge Monitoring Reports for Total Suspended Solids and Nitrate limits. The exceedances referenced in this most recent Consent Order occurred regularly between May of 2020 and October of 2021 with some exceedances occurring in nearly every month monitored (primarily TSS exceedances with one Nitrate Exceedance). The cover letter for the most recent permit renewal application also indicated a pattern of TSS and Nitrate exceedances indicating this has been an ongoing problem for some time. The Consent Order also listed violations for failure to maintain on site a maintenance manual for the collection system and a sanitary sewer response plan which are required by Florida regulations (Chapter 62-604.500(4) F.A.C.). Prior to the recent Consent Order, the last enforcement action was in 2012 related to a facility inspection.

## Description of need:

The Tymer Creek wastewater treatment plant is an extended aeration treatment plant which discharges to rapid infiltration basins. The wastewater is conveyed to the plant from 3 lift stations in the collection system. The plant is composed of concrete tanks and consists of flow equalization, influent screening, aeration, secondary clarification, filtration, chlorination, and aerobic digestion of biosolids with a 0.131 MGD annual average daily flow permitted capacity rapid infiltration basin system. The facility tanks are in fairly good condition however there are some areas that were historically patch that have minor leaks that still need to be addressed. Throughout the facility's recent history, noncompliance with TSS limits has been an issue, which the existing owner/operators have attributed to poor plant operation resulting from excessive amounts of nuisance solids entering the plant. This indicates that the existing bar screen is not adequately screening out solids. The aeration piping appears to be in decent condition but will require evaluation including the drop pipes and diffusers. The blowers and blower motors are reaching the end of useful life and are notably rusted. The existing sand filter is visibly impacted by a buildup of fine solids and likely needs to be cleaned out. This also indicates that the clarifier is allowing solids to pass through and may need to be adjusted or have a polymer feed added to aid in dropping out solids prior to secondary filtration. The lift stations visually appear to be in good condition however no interior inspection has been completed to date.

## Proposed Improvements:

To ensure proper operation and compliance with permit limits, various improvements will be made to the Tymer winds wastewater treatment system. Based on the recent compliance documentation, it appears that the state and the current owners believe the nitrate and TSS violations are largely the result of nuisance solids entering the facility and compromising the proper function of the treatment process. As a result, CSWR proposes the installation of a hydro-



sieve screen at the plant headworks to allow for automated removal of all nuisance solids improving treatment. The sand filter must be cleaned to remove the excessive solids impacting the filter. To prevent this from recurring, a polymer feed will be added to the flow into the clarifier to aid in coagulation and settling out of solids and prevent them from flowing through to the filter. The sand filter tank also shows minor leaks which have been patched in the past but are leaking again. This tank must be patched as well as any other areas on the concrete tank that show signs of leaking. The blowers and blower motors appear to have reached the end of their useful life and therefore should be replaced. General repairs to the aeration system will also be budgeted at this time until a formalized when a third-party formal inspection is completed. Similarly, general funds for repairs to the lift stations and collection system will be until a formal inspection is completed. Remote monitoring systems will be proposed for installation at the facility and each of the three lift stations. Some budget will also be set aside for maintenance work on the Rapid Infiltration Basins (RIBs) and Monitoring Wells.

TyMBER Winds WWTF (Sewer)		
No.	Description	Cost
1	Install Mission Remote Monitoring (Qty. 4)	\$40,000
2	Hydro-Sieve Installation at Headworks	\$80,000
3	Tank Repairs	\$20,000
4	Blower and Blower Motor Replacement (Qty.2)	\$50,000
5	Aeration System Repairs	\$30,000
6	Lift Station Repairs (Qty. 3)	\$45,000
7	Collection System Repairs	\$15,000
8	RIB and Monitoring Well Maintenance	\$50,000
<b>Total</b>		<b>\$330,000</b>

# **EXHIBIT I**

THIS INSTRUMENT PREPARED BY:

Charles L. Cooper  
Bryant Miller Olive P.A.  
1545 Raymond Diehl Rd., Ste. 300  
Tallahassee, FL 32308

Property Appraiser's ID #: 412504001420, 412500000182

Consideration: \$ \_\_\_\_\_

Doc Stamps: \$ \_\_\_\_\_

\_\_\_\_\_ [Space Above This Line For Recording Data] \_\_\_\_\_

**WARRANTY DEED**

**This Warranty Deed** is made this \_\_\_ day of \_\_\_\_\_, 2021, by TYMBER CREEK UTILITIES, INCORPORATED, a Florida corporation ("Grantor") whose post office address is \_\_\_\_\_, to CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company ("Grantee") whose post office address is \_\_\_\_\_.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

**WITNESSETH**, that Grantor, for the sum of \$10 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

See Exhibit "A" attached hereto and by reference made a part hereof.

**This conveyance** is subject to easements, restrictions, reservations, and limitations of record, if any, **and together with** all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise benefitting or appertaining, to have and to hold the same in fee simple forever.

**And**, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land; and that Grantor will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 202\_, and the following [insert any other exceptions].

[Signature page to follow]

**In Witness Whereof**, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to Grantor  
in the presence of:

TYMBER CREEK UTILITIES,  
INCORPORATED, a Florida corporation

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

By: \_\_\_\_\_  
T. Brent Jenkins, President

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
**DRAFT**

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this \_\_\_\_ day of \_\_\_\_, 2022, by T. Brent Jenkins, as PRESIDENT of TYMBER CREEK UTILITIES, INCORPORATED, on behalf of the Company. He ( ) is personally known to me or ( ) produced \_\_\_\_\_ as identification.

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

EXHIBIT "A"

[FINAL LEGAL DESCRIPTIONS TO BE INSERTED PRIOR TO CLOSING]

**PARCEL 1:**

Parcel 142, TYMBER CREEK PHASE I, according to the map or plat thereof as recorded in Plat Book 34, Page 98, Public Records of Volusia County, Florida. n

**PARCEL 2:**

A PORTION OF THE EAST ½ OF THE WEST ½ OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 25 AND THE EASTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING AS SHOWN ON THE RECORD PLAT OF TYMBER CREEK PHASE I, AS RECORDED IN PLAT BOOK 34, PAGE 98-103, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE GO NORTH 88 DEGREES 33 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 670.25 FEET TO THE NORTHWEST CORNER OF PARCEL 142 (THE SEWAGE AND WATER TREATMENT PLANT SITE) OF SAID TYMBER CREEK PHASE I; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 25, GO ALONG THE BOUNDARY OF SAID TYMBER CREEK PHASE I THE FOLLOWING COURSES AND DISTANCES: SOUTH 10 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 648.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 139.95 FEET; THENCE GO SOUTHWEST ALONG SAID CURVE HAVING A RADIUS OF 135.95 FEET, THROUGH A CENTRAL ANGLE OF 67 DEGREES 03 MINUTES 48 SECONDS, AN ARC DISTANCE OF 150.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEAST AND HAVING A RADIUS OF 178.64 FEET; THENCE GO SOUTHWEST ALONG SAID CURVE HAVING A RADIUS OF 17864 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 01 MINUTE 20 SECONDS, AN ARC DISTANCE OF 49.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTH AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 70 DEGREES 28 MINUTES 14 SECONDS, AN ARC DISTANCE OF 30.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 400.00 FEET, SAID POINT BEING ON THE NORTHERLY LINE OF A 50 FOOT EASEMENT KNOWN AS SANDY SPRING ROAD; THENCE GO NORTHWEST ALONG SAID EASEMENT CURVE HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 55 MINUTES 08 SECONDS, AN ARC DISTANCE OF 132.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE GO NORTHWEST ALONG SAID CURVE HAVING A RADIUS OF 25.00

FEET, THROUGH A CENTRAL ANGLE OF 44 DEGREES 18 MINUTES 02 SECONDS, AN ARC DISTANCE OF 19.33 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTH AND HAVING A RADIUS OF 50.00 FEET; THENCE GO WEST ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 158 DEGREES 14 MINUTES 26 SECONDS, AN ARC DISTANCE OF 138.09 FEET TO A POINT; THENCE DEPARTING SAID CURVE GO SOUTH 88 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 14.82 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD; THENCE GO NORTH 01 DEGREES 20 MINUTES 50 SECONDS WEST, A DISTANCE OF 686.89 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT the land described in O.R. Book 6432, Page 134, of the Public Records of Volusia County, Florida, described as follows:

A portion of lands described in Official Records Book 4638, Page 2697, of the Public Records of Volusia County, Florida lying in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 25, Township 14 South, Range 31 East, Volusia County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 25, thence run N  $89^{\circ}11'24''$  E along the North line of Section 25 for a distance of 1396.36 feet to the POINT OF BEGINNING, said point also situated on existing easterly Right of Way line of Tymber Creek Road (R/W width varies) as shown on the Plat of Tymber Creek Phase 1 as recorded in Map Book 34 Page 98 of said Public Records; thence continue along said North line, N  $89^{\circ}11'24''$  E a distance of 341.54 feet; thence departing said North line run S  $07^{\circ}14'50''$  W a distance of 372.77 feet; thence S  $38^{\circ}53'54''$  E a distance of 80.58 feet; thence S  $69^{\circ}29'44''$  E a distance of 130.41 feet; thence S  $81^{\circ}15'52''$  E a distance of 70/27 feet; thence S  $10^{\circ}38'30''$  W a distance of 138.67 feet to a point of curvature of a curve concave northwesterly having a radius of 95.95 feet; thence run southwesterly along the arc of said curve through a central angle of  $67^{\circ}03'48''$  for an arc distance of 112.31 feet to a point of reverse curve concave southeasterly having a radius of 218.64 feet a chord bearing S  $65^{\circ}30'22''$  W and a chord distance of 92.40 feet; thence run southwesterly along the arc of said curve through a central angle of  $24^{\circ}23'51''$  for an arc distance of 93.10 feet to a point of curvature of a non-tangent curve concave southwesterly having a radius of 400.00 feet, a chord bearing of N  $58^{\circ}55'17''$  W and a chord distance of 109.13 feet; thence run northwesterly along the arc of said curve through a central angle of  $15^{\circ}40'51''$  for an arc distance of 109.47 feet to the point of reverse curve of a curve concave northeasterly having a radius of 25.00 feet; thence run northwesterly along the arc of said curve through a central angle of  $44^{\circ}18'02''$  for an arc distance of 19.33 feet to a point of reverse curve of a curve concave southerly having a radius of 50.00 feet; thence run westerly along the arc of said curve through a central angle of  $158^{\circ}14'22''$  for an arc distance of 138.09 feet; thence S  $89^{\circ}17'57''$  W a distance of 141.82 feet to a point on the aforementioned easterly Right of Way line of Tymber Creek Road; thence N  $00^{\circ}42'03''$  W along said Right of Way line a distance of 686.39 feet to the POINT OF BEGINNING.

# **EXHIBIT J**



# Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

## NOTICE OF PERMIT ISSUANCE

Tymber Creek Utilities  
Shirah J. Stanley, Owner  
1951 State Road 40  
Ormond Beach, FL 32174

Volusia County - DW  
Tymber Creek WWTF

Enclosed is Permit Number FLA011193 to operate a domestic wastewater facility issued under Section(s) 403.087 and 403.0885 of the Florida Statutes.

**Monitoring requirements under this permit are effective on December 1, 2016.** Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

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

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

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.



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

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Department action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department action;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
- (f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

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

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

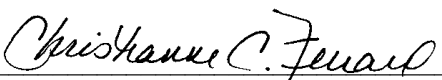
Mediation under section 120.573 of the Florida Statutes is not available for this proceeding.

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

Any party to the order has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



Christianne C. Ferraro, P.E.

Administrator

Permitting and Waste Cleanup Program - Wastewater  
3319 Maguire Boulevard, Suite 232  
Orlando, Florida 32803-3767

Enclosures: Permit, DMR and SOB

Copies furnished to:

David Smicherko, DEP CAP, [David.Smicherko@dep.state.fl.us](mailto:David.Smicherko@dep.state.fl.us)

Charles LeGros, DEP Permitting, [Charles.legros@dep.state.fl.us](mailto:Charles.legros@dep.state.fl.us)

Mary Ann Kraus, DEP Groundwater, [Mary.Kraus@dep.state.fl.us](mailto:Mary.Kraus@dep.state.fl.us)

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Mark Cadenhead, PE, Cadenhead Environmental Engineering, [mark\\_cadenhead@bellsouth.net](mailto:mark_cadenhead@bellsouth.net)

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before close of business on October 28, 2016 to the listed persons, by Magdalena Pedrosa.

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

 October 28, 2016  
Clerk Date



# Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**

Tymer Creek Utilities

**RESPONSIBLE OFFICIAL:**

Mr. J. Stanley Shirah, Owner  
1951 SR 40  
Ormond Beach, Florida 32174  
(386) 672-9815

**PERMIT NUMBER:**

FLA011193

**FILE NUMBER:**

FLA011193-004-DW2P

**EFFECTIVE DATE:**

October 28, 2016

**EXPIRATION DATE:**

October 27, 2021

**FACILITY:**

Tymer Creek WWTF  
1951 SR 40 (Off Sandy Spring Road)  
Ormond Beach, FL 32174  
Volusia County  
Latitude: 29°15' 54.58" N Longitude: 81°7' 37.39" 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 permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

**WASTEWATER TREATMENT:**

An existing 0.131 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of flow equalization, influent screening, aeration, secondary clarification, filtration, chlorination, and aerobic digestion of biosolids.

**REUSE OR DISPOSAL:**

**Land Application R-001:** An existing 0.131 MGD annual average daily flow permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of five rapid infiltration basins with a total wetted area of 2.18 acres having a capacity of 0.131 MGD located approximately at latitude 29°15' 57" N, longitude 81°7' 40" 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: Tymber Creek Utilities  
 FACILITY: Tymber Creek WWTF

PERMIT NUMBER: FLA011193  
 EXPIRATION DATE: October 27, 2021

**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 Monitoring	Sample Type	Monitoring Site Number	
Flow (flow to R-001)	MGD	Max Max	0.131 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 Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-1	
Solids, Total Suspended	mg/L	Max	5.0	Single Sample	4 Days/Week	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max	25	Single Sample	4 Days/Week	Grab	EFA-1	
Coliform, Fecal, % less than detection	percent	Min	75	Monthly Total	4 Days/Week	Calculated	EFA-1	See I.A.4
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	1.0	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-1	See I.A.6
Nitrogen, Total	mg/L	Max Max	Report Report	Annual Average Monthly Average	Bi-weekly; every 2 weeks	8-hr FPC	EFA-1	See I.A.7
Phosphorus, Total (as P)	mg/L	Max Max	Report Report	Annual Average Monthly Average	Bi-weekly; every 2 weeks	8-hr FPC	EFA-1	See I.A.7

PERMITTEE: Tymber Creek Utilities  
FACILITY: Tymber Creek WWTF

PERMIT NUMBER: FLA011193  
EXPIRATION DATE: October 27, 2021

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 and V-notch weir in stilling well
EFA-1	Chlorine contact chamber effluent
EFB-1	Filter effluent prior to chlorination

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. To report the "% less than detection," count the number of fecal coliform observations that were less than detection, divide by the total number of fecal coliform observations in the month, and multiply by 100% (round to the nearest integer). *[62-600.440(6)(a)]*
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. *[62-610.510][62-600.440(5)(c) and (6)(b)]*
6. Nitrate nitrogen (NO<sub>3</sub>) concentration in the water discharged to the land application system shall not exceed 12.0 mg/L or as required to comply with Rule 62-610.510, F.A.C. *[62-610.510]*
7. Monitoring for total nitrogen (TN) and total phosphorus (TP) are required as allowed by Rule 62-600.650(3), FAC, to evaluate impacts of reclaimed water to ground and surface waters in an impaired water basin. *[62-600.650(3)]*

PERMITTEE: Tymber Creek Utilities  
 FACILITY: Tymber Creek WWTF

PERMIT NUMBER: FLA011193  
 EXPIRATION DATE: October 27, 2021

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

- 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	0.131 Report Report	Annual Average Monthly Average Quarterly 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	FLW-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	INF-1	See I.B.3

PERMITTEE: Tymber Creek Utilities  
FACILITY: Tymber Creek WWTF

PERMIT NUMBER: FLA011193  
EXPIRATION DATE: October 27, 2021

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
FLW-1	Flow meter and V-notch weir in stilling well
INF-1	Raw influent to surge tank

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-600.660(4)(a)]
4. 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, 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 <http://www.dep.state.fl.us/labs/library/index.htm>. 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 December 1, 2016.** 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.

PERMITTEE: Tymber Creek Utilities  
 FACILITY: Tymber Creek WWTF

PERMIT NUMBER: FLA011193  
 EXPIRATION DATE: October 27, 2021

REPORT Type on DMR	Monitoring Period	Mail or Electronically Submit by
Monthly	first day of month - last day of month	28 <sup>th</sup> day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department's Central District Office at the address specified in Permit Condition I.B.10. by the twenty-eighth (28th) of the month following the month of operation.

If submitting electronic DMR forms (**electronic preferred**), the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms. The EzDMR system shall be used in accordance with Condition VI. 1. of this permit, unless alternative arrangements are approved by the Central District's Wastewater Permitting Section. Register for the new system by visiting the DEP Business Portal at <http://www.fldepportal.com/go/>. For more information, contact at [EzDMRAdmin@dep.state.fl.us](mailto:EzDMRAdmin@dep.state.fl.us).

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

8. During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, color, odor, and corrosivity). These monitoring results shall be reported to the Department annually on the DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted in lieu of the report. The annual reclaimed water or effluent analysis report or the certification shall be completed and submitted in a timely manner so as to be received by the Department at the address identified on the DMR by January 28 of each year. Approved analytical methods identified in Rule 62-620.100(3)(j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. *[62-600.660(2) and (3)(d)][62-600.680(2)][62-610.300(4)]*
9. The permittee shall submit an Annual Reuse Report using DEP Form 62-610.300(4)(a)2. on or before January 1 of each year. *[62-610.870(3)]*
10. 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 Office  
 3319 Maguire Blvd  
 Suite 232  
 Orlando, Florida 32803-3767

Phone Number - (407)897-4100

*[62-620.305]*

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



PERMITTEE: Tymber Creek Utilities  
 FACILITY: Tymber Creek WWTF

PERMIT NUMBER: FLA011193  
 EXPIRATION DATE: October 27, 2021

**II. BIOSOLIDS MANAGEMENT REQUIREMENTS**

1. Biosolids generated by this facility may be transferred to Rainbow Ranch 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 Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1

[62-640.650(5)(a)]

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	Biosolids leaving the facility based on estimated volume or actual weight and percent solids. Calculated and reported in dry tons.

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]
8. 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)]
9. 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)]
10. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

<p>Source Facility</p> <ol style="list-style-type: none"> <li>1. Date and time shipped</li> <li>2. Amount of biosolids shipped</li> <li>3. Degree of treatment (if applicable)</li> <li>4. Name and ID Number of treatment facility</li> <li>5. Signature of responsible party at source facility</li> <li>6. Signature of hauler and name of hauling firm</li> </ol>	<p>Biosolids Treatment Facility or Treatment Facility</p> <ol style="list-style-type: none"> <li>1. Date and time received</li> <li>2. Amount of biosolids received</li> <li>3. Name and ID number of source facility</li> <li>4. Signature of hauler</li> <li>5. Signature of responsible party at treatment facility</li> </ol>
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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)]

11. 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

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)]
5. 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]
6. 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)]
7. If the concentration for any constituent listed in Permit Condition III.10. 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)]
8. 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.9., 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]
9. 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	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	New or Existing
MWB-7662	MW-1 BACKGROUND	29°15' 55"	81°7' 41"	15	Surficial	Existing
MWC-7661	MW-2 COMPLIANCE	29°15' 57"	81°7' 37"	15	Surficial	Existing
MWC-7660	MW-3R – COMPLIANCE*	29°15' 58"	81°7' 37"	15	Surficial	Existing
MWC-7659	MW-4 COMPLIANCE	29°15' 59"	81°7' 35"	15	Surficial	Existing
MWC-7658	MW-5 COMPLIANCE	29°15' 55"	81°7' 36"	10	Surficial	Existing
MWC-7657	MW-6 COMPLIANCE	29°15' 54"	81°7' 38"	15	Surficial	Existing

\* Original compliance well MWC-3 was repeatedly reported DRY and hence replaced by MWC-3R. MWC-3R was installed on January 11, 2010. The WAFR ID (WAFR # 7660) will remain same.

MWC = Compliance; MWB = Background; MWI = Intermediate; MWP = Piezometer

[62-520.600] [62-610.510]

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10. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.9.:

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

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

11. 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)]*
12. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. *[62-160.210] [62-600.670(3)]*
13. 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)]*
14. 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)]*
15. 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]*
2. The maximum annual average loading rate to the five rapid infiltration basins shall be limited to 2.2 inches per day (as applied to the entire bottom area). *[62-610.523(3)]*
3. The five rapid infiltration basins normally shall be loaded for 7 days and shall be rested for 7 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)]*

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## 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 the permit for at least three years from the date the report was prepared;
  - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
  - d. 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 permit;
  - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
  - g. A copy of any required record drawings;
  - 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, 62-602.650, 62-640.650(4)]*

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**VI. SCHEDULES**

1. The following improvement actions shall be completed per this schedule:

Improvement Action	Completion Date
1. Improve lighting at the plant for safety during operation	12/01/2016
2. Replace corroded aeration piping	12/01/2016
3. After the filter airlift repair, continue to monitor total suspended solids levels in the effluent and operate to maintain compliance with the limit.	Ongoing
4. Report any exceedances (ie. TSS, fecal coliform, nitrate) of permit limits to the Department with corrective actions taken.	Ongoing
5. Submit a report summarizing the next twelve months of reclaimed water data, including TSS, fecal coliform, and nitrate to confirm that the corrective actions have been effective.	12/01/2017
6. Register for and begin using the Departments EzDMR system, per condition I.B.7 of this permit	04/01/2017

*[62-620.320(6)] [62-4.070(3)]*

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

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

**VII. 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 treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), 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 Rule 62-296.320(2), F.A.C. *[62-600.410(5) and 62-640.400(6)]*
- 3. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*

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4. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
5. 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)]*

6. 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)]*
7. 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)]*
8. 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)]*
9. 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)]*
10. 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.

*[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)]*

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2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
  - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - b. Have access to and copy any records that shall be kept under the conditions of this permit;
  - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.*[62-620.610(9)]*
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

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11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
  - a. A description of the anticipated noncompliance;
  - b. The period of the anticipated noncompliance, including dates and times; and
  - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
  - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
  - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
  - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.



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- d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

*[62-620.610(18)]*

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
20. The permittee shall report to the Department's Central District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
  - a. The following shall be included as information which must be reported within 24 hours under this condition:
    - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
    - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
    - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
    - (4) Any unauthorized discharge to surface or ground waters.
  - b. Oral reports as required by this subsection shall be provided as follows:
    - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
      - (a) Name, address, and telephone number of person reporting;
      - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
      - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
      - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
      - (e) Estimated amount of the discharge;
      - (f) Location or address of the discharge;
      - (g) Source and cause of the discharge;
      - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
      - (i) Description of area affected by the discharge, including name of water body affected, if any; and
      - (j) Other persons or agencies contacted.
    - (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Central District Office within 24 hours from the time the permittee becomes aware of the circumstances.

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FACILITY: Tymber Creek WWTF

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EXPIRATION DATE: October 27, 2021

- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Central District Office shall waive the written report.

*[62-620.610(20)]*

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., 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
  - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.

PERMITTEE: Tymber Creek Utilities  
FACILITY: Tymber Creek WWTF

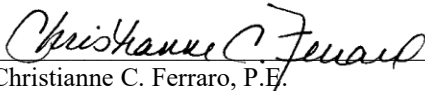
PERMIT NUMBER: FLA011193  
EXPIRATION DATE: October 27, 2021

- 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

  
Christianne C. Ferraro, P.E.  
Administrator  
Permitting and Waste Cleanup Program –  
Wastewater

PERMIT ISSUANCE DATE:

OCTOBER 28, 2016

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

# EXHIBIT K



# FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FLORIDA 32803

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

May 24, 2021

T. Brent Jenkins, Esq, P.A., Estate Attorney  
Tymber Creek Utilities Inc  
1951 State Road 40  
Ormond Beach Florida 32174  
[tymbercreekutil@aol.com](mailto:tymbercreekutil@aol.com)

Re: Compliance Assistance Offer  
Tymber Creek WWTF  
Permit # FLA011193  
Volusia County

Dear Mr. Jenkins :

An inspection was conducted Tymber Creek WWTF on April 14, 2021. During this inspection, potential non-compliance was noted. The purpose of this letter is to offer compliance assistance as a means of resolving these matters.

Specifically,

Potential non-compliance with the requirements of chapter 403, Florida Statutes, and chapter(s) 62-620 and 62-604), Florida Administrative Code were observed. Please see the attached inspection report for a full account of Department observations and recommendations.

We request you review the item(s) of concern noted and respond in writing within **30 days** of receipt of this Compliance Assistance Offer. Your written response should include one of the following:

1. Describe what has been done to resolve the non-compliance issue or provide a schedule describing how/when the issue will be addressed.
2. Provide the requested information, or information that mitigates the concerns or demonstrates them to be invalid, or
3. Arrange for the case manager to visit your facility to discuss the item(s) of concern.

It is the Department's desire that you are able to adequately address the aforementioned issues so that this matter can be closed. Your failure to respond promptly may result in the initiation of formal enforcement proceedings.

Tymber Creek Utilities Facility ID No.: FLA011193  
Compliance Assistance Offer  
Page 2 of 2  
May 24, 2021

Please address your response and any questions to Dr. Phil Kane of the Central District Office at 407-897-4156 or via e-mail at [phil.kane@floridadep.gov](mailto:phil.kane@floridadep.gov). We look forward to your cooperation with this matter.

Sincerely,

*David Smicherko*

David Smicherko, Manager  
Central District  
Florida Department of Environmental Protection

Enclosures: Inspection Report (with attachments)

cc: Glen Wetherell [wtssales@aol.com](mailto:wtssales@aol.com)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
**WASTEWATER COMPLIANCE INSPECTION REPORT**

<b>Facility Name and Physical Address</b> Tymber Creek Utilities 1951 SR 40 (off Sand Spring Road) Ormond Beach, FL 32174	<b>WAFR ID</b> FLA011193	<b>County</b> Volusia	<b>Entry Date</b> 4/14/2021	<b>Entry Time</b> 820 AM
	<b>Facility Phone #</b> 386-673-4161		<b>Exit Date</b> 4/14/2021	<b>Exit Time</b> 852 AM

LAT	29	°	15	′	54.58	″
LONG	81	°	37	′	39	″

<b>Name(s) of Field Representatives(s) and Title</b> Glen Wetherell/Operator <small>Click or tap here to enter text.</small>	<b>Operator Certification #</b> <small>Click or tap here to enter text.</small>	<b>Email</b> wtssales@aol.com <small>Click or tap here to enter text.</small>	<b>Phone</b> 386-673-4161 <small>Click or tap here to enter text.</small>
--	--	---	---

<b>Name &amp; Address of Permittee / Designated Rep.</b> T. Brent Jenkins, Esq, P.A. Tymber Creek Utilities Inc 1951 State Road 40 Ormond Beach Florida 32174	<b>Title</b> Estate Attorney	<b>Email</b> tymbercreekutil@aol.com	<b>Phone</b> 386-672-1332
---	---------------------------------	---	------------------------------

<b>Inspection Type</b>	C	E	I	<b>Samples Taken(Y/N):</b> N	<b>Sample ID#:</b> na	<b>Samples Split (Y/N):</b> N
<input checked="" type="checkbox"/> <b>Domestic</b> <input type="checkbox"/> <b>Industrial</b>						

FACILITY COMPLIANCE AREAS EVALUATED							
<small>IC = In Compliance; MC = Minor Out of Compliance; NC = Out of Compliance; SC = Significant out of Compliance; NA = Not Applicable; NE = Not Evaluated Significant Non-Compliance Criteria Should be Reviewed when Out of Compliance Ratings Are Given in Areas Marked by a "♦"</small>							
	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL
IC	1. ♦ Permit	IC	3. Laboratory	IC	6. Facility Site Review	NC	9. ♦ Effluent Quality
NC	2. ♦ Compliance Schedules	NE	4. Sampling	IC	7. Flow Measurement	IC	10. ♦ Effluent Disposal
		NC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	IC	11. Biosolids
						NE	12. ♦ Groundwater
NE	14. Other					NC	13. ♦ SSO Survey

<b>Facility and/or Order Compliance Status:</b>	<input type="checkbox"/> In-Compliance	<input checked="" type="checkbox"/> Out-Of -Compliance	<input type="checkbox"/> Significant-Out-Of-Compliance
---	--	--	--

**Recommended Actions:** Click or tap here to enter text.

<b>Name(s) and Signature(s) of Inspector(s)</b> Dr. Phil Kane  <i>Philip N Kane, Esq, D</i>	<b>District Office/Phone Number</b> CD/407-897-4156	<b>Date</b> 5/20/2021
<b>Name and Signature of Reviewer</b> David Smicherko  <i>David Smicherko</i>	<b>District Office/Phone Number</b> CD/407-897-4169	<b>Date</b> 5/20/2021

### Single Event Violations (\*SNC SEVs)

Check for Yes	Evaluation Area	Description	Finding Description	Finding ID
<input type="checkbox"/>	Permit	Effluent Violations - Unapproved Bypass	Wastewater was diverted from a portion of the treatment process without department approval.	UNBY
<input type="checkbox"/>	*Permit	Permit Violations - Discharge Without a Valid Permit	The facility was operating without a permit or with an expired permit.	UPHI
<input type="checkbox"/>	Permit	Permit Violations - Failure to Submit Timely Permit Renewal Application	The permittee failed to submit an application to renew the existing permit at least 180 days prior to expiration.	PFSA
<input type="checkbox"/>	Laboratory	Management Practice Violations - Laboratory Not Certified	The laboratory was not certified by the Florida Department of Health and therefore is not certified to meet NELAC standards.	LNCE
<input type="checkbox"/>	Sampling	Monitoring Violations - Analysis not Conducted	The facility failed to collect and/or analyze samples as required by permit or enforcement action.	ANCV
<input type="checkbox"/>	Sampling	Monitoring Violations - Failure to Monitor for Toxicity Requirements	The facility failed to collect and/or analyze routine or follow-up toxicity samples.	FTOX
<input checked="" type="checkbox"/>	Records and Reports	Management Practice Violations - Failure to Develop Adequate SPCC Plan	The facility failed to develop or maintain their Spill Prevention Control and Countermeasures (SPCC) plan.	FSPC
<input type="checkbox"/>	Records and Reports	Management Practice Violations - Failure to Maintain Records	The facility failed to maintain records for the required retention period.	FMRR
<input type="checkbox"/>	Records and Reports	Reporting Violations - Failure to Notify	The permittee failed to notify the department of any event or activity that requires notification as required by permit or rule.	RSWP
<input type="checkbox"/>	Records and Reports	Reporting Violations - Failure to Submit DMRs	The permittee failed to submit any DMR required by rule, permit, or enforcement action in a timely manner.	FDMR
<input type="checkbox"/>	Records and Reports	Reporting Violations - Failure to submit required report (non-DMR, non-pretreatment)	The facility failed to submit any report required by rule, permit, enforcement action or inspection activity except for DMRs.	FRPT
<input type="checkbox"/>	Facility Site Review	Management Practice Violations - Improper Land Application (non-503, non-CAFO)	The land application system was not being maintained.	LASN
<input type="checkbox"/>	Flow Measurement	Monitoring Violations - No Flow Measurement Device	The facility failed to install a flow measurement device, an approved flow measurement device, or a working flow measurement device.	NOFL
<input type="checkbox"/>	Operation and Maintenance	Management Practice Violations - Improper Operation and Maintenance	The facility failed to follow their operation and maintenance plan/manual or their Biosolids Nutrient Management Plan.	IONM
<input type="checkbox"/>	Operation and Maintenance	Management Practice Violations - Inflow/Infiltration (I/I)	The facility had an inflow and infiltration problem causing collection system issues and/or operational issues.	ININ
<input type="checkbox"/>	Operation and Maintenance	Management Practice Violations - No Licensed/Certified Operator	The facility was being operated without a certified operator or by an operator that is not licensed for the size of plant.	ONCO
<input type="checkbox"/>	*Effluent Quality	Effluent Violations - Failed Toxicity Test	Persistent acute toxicity has been documented through follow-up tests.	EATX
<input type="checkbox"/>	*Effluent Quality	Effluent Violations - Failed Toxicity Test	Persistent chronic toxicity has been documented through follow-up tests.	ECTX
<input type="checkbox"/>	*Effluent Quality	Effluent Violations - Failed Toxicity Test	Persistent acute or chronic toxicity has been documented in the effluent through the use of routine and follow-up tests.	ETOX
<input type="checkbox"/>	Effluent Quality	Effluent Violations - Narrative Effluent Violation	The facility violated a permit or enforcement narrative effluent limit.	XNEV
<input type="checkbox"/>	*Effluent Quality	Effluent Violations - Reported Fish Kill	The facility had a discharge of wastewater that resulted in a fish kill.	XFSH
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Discharge to Waters	A sewage spill from any components of a collection/transmission system or from a treatment plant reached surface waters including stormwater conveyance system or drainage ditch.	SSO1
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Failure to Maintain Records or Meet Record Keeping Requirements	The facility failed to keep routine documentation and reporting records of spills, and/or operation and maintenance activities on the collection/transmission system.	SSO2
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Failure to monitor	The facility failed to collect and/or analyze bacteriological samples for sewage spills that reached surface waters.	SSO3
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Failure to report violation that may endanger public health 122.41(1)(7)	The facility failed to report a sewage spill within 24 hours of discovery.	SSO4
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Improper Operation and Maintenance	The facility failed to perform routine preventative maintenance to keep the collection/transmission system in good working order.	SSO5
<input type="checkbox"/>	Sanitary Sewer Overflow Survey	WW SSO - Overflow to Dry Land	A sewage spill from any part of a collection/transmission system or treatment plant that did not make it to surface waters, i.e., stormwater collection system, drainage ditch, stream, pond, or lake.	SSO6



**Facility Treatment Summary:** An existing 0.131 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of flow equalization, influent screening, aeration, secondary clarification, filtration, chlorination, and aerobic digestion of biosolids.

**1. Permit:** In-Compliance

Current Permit available on-site?	Yes
Date Permit issued	10/28/2016
Date Permit Expires	10/27/2021
Permit Renewal Application due by	04/25/2021
Administrative or Judicial Orders?	N/A

1.1 Observation: The permit renewal application was submitted on April 9, 2021.

**2. Compliance Schedules:** Out-of-Compliance

Compliance Schedule in Permit met?	No
Compliance Schedules in Order are being met?	Not Applicable

2.1 Deficiency: EzDMR has not been implemented.  
 Rule/Permit Reference: Permit Condition VI.1.6. Register for and begin using the Departments EzDMR system, per condition I.B.7 of this permit 04/01/2017.  
 Corrective Action: register and utilize EzDMR.

**3. Laboratory:** In-Compliance

Contract Lab Name and Certification #	Pace Analytical E83079
Facility NELAC Certification #	E83079

3.1 Observation: Lab certification was current.

**4. Sampling:** Not Evaluated

**5. Records and Reports:** Out-of-Compliance

<b>Documents/Records reviewed</b>	<b>Time frame</b>
Discharge Monitoring Reports (DMRs)	From 05/31/20 to 03/31/21

5.1 Deficiency: Minor report errors were noted during the review period. Part A does not match Part B (May, September, and October 2020).  
 Rule/Permit Reference: Permit Condition B.7. Monitoring requirements under this permit are effective on December 1, 2016. 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.

Corrective Action: Accurately complete the DMRs.

- 5.2 Deficiency: On several occasions during the review it was noted that DMRs were not submitted in accordance with associated due dates.

Rule/Permit Reference: Chapter 62-620.610(18)(a)- Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

Corrective Action: Correctly submit required DMRs.

- 5.3 Deficiency: Not enough Coliform EFA-1 samples on part B & TSS EFB-1. (October, November and December 2020). Grab samples 4 days a week are required for both.

Rule/Permit Reference: Permit Condition B.7. Monitoring requirements under this permit are effective on December 1, 2016. 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.

Corrective Action: Accurately monitor and report in accordance with permit conditions.

- 5.4 Deficiency: Fecal Coliform percent non-detect was reported as 94 % on part A, the actual calculation should be 88% as reported on the September 2020 DMR. Percent value is less than detection and permit limit is 75 %.

Rule/Permit Reference: Permit Condition I.A.4. To report the "% less than detection," count the number of fecal coliform observations that were less than detection, divide by the total number of fecal coliform observations in the month, and multiply by 100% (round to the nearest integer). [62-600.440(6)(a)]

Corrective Action: Accurately compute and report % detection.

- 5.5 Deficiency: Using old/wrong ground water monitoring report (GWMR) for July and October 2020 and January 2021.

Rule/Permit Reference: Permit Condition B.7. Monitoring requirements under this permit are effective on December 1, 2016. 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.

Corrective Action: Utilize the correct forms in accordance with permit conditions.

- 5.6 Observation: Due to no onsite potable water, a Reduced Pressure Zone certification is not needed.
- 5.7 Observation: The operator was Glen Wetherall license 0001218 expires 4/30/2021.
- 5.8 Observation: The Operations and maintenance Manual was onsite.
- 5.9 Observation: The logbook was bound, numbered, current, and onsite.

**6. Facility Site Review:** In-Compliance

- 6.1 Observation: The bar screen and splitter box were in good condition.
- 6.2 Observation: There was a covered trash container.
- 6.3 Observation: The surge tank was good.
- 6.4 Observation: The Return Activated Sludge was good.
- 6.5 Observation: The 2 aeration basins had good air and color.
- 6.6 Observation: The 2 clarifiers were good with one having minor pop ups.
- 6.7 Observation: The 2 stilling wells were good.
- 6.8 Observation: The 2 skimmers were working.
- 6.9 Observation: The 2 weirs were level with clear effluent.
- 6.10 Observation: The 2 cell filters were in good condition.
- 6.11 Observation: The single chlorine contact chamber was good with a working chlorine pump.
- 6.12 Observation: The digester was good with room.
- 6.13 Observation: The 2 blowers had guards.

**7. Flow Measurement:** In-Compliance

Flow meter present and location as per permit?	Yes
Easy access to flow meter?	Yes
Date of last flow meter calibration	October 27, 2020

- 7.1 Observation: Flow calibration was onsite.

**8. Operation and Maintenance:** In-Compliance

Facility being operated as per permit?	Yes
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- 8.1 Observation: The facility was fenced.

- 8.2 Observation: The facility was secure.
- 8.3 Observation: The facility had no offensive odors.
- 8.4 Observation: The facility had signage.
- 8.5 Observation: The facility had no leaks.

**9. Effluent Quality:** Out-of-Compliance

DMRs review period	From 05/31/20 to 03/31/21
Any exceedances?	Yes

- 9.1 Deficiency: Parameter exceedances were noted in the review period. The following exceedances of permit limits occurred.  
 Rule/Permit Reference: Permit Condition I.A.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.:  
 Corrective Action: Maintain parameters within permit limits.

MONTH	PARAMETER	LOCATION	LIMIT mg/L	RESULT mg/L
May 2020	TSS	EFB-1	5	98
September 2020	TSS	EFB-1	5	7
October 2020	TSS	EFB-1	5	12
December 2020	TSS	EFB-1	5	6.5
January 2021	TSS	EFB-1	5	5.5
March 2021	TSS	EFB-1	10	47

**10. Effluent Disposal:** In-Compliance

Facility discharging?	Yes
Discharge location(s) as per permit?	Yes

- 10.1 Observation: The 4 effluent discharge pond areas all had 4 feet of freeboard.
- 10.2 Observation: The 4 effluent discharge pond areas had minor vegetation.
- 10.3 Observation: The 4 effluent discharge pond areas berms were in good condition.
- 10.4 Observation: The 4 effluent discharge pond areas had good maintenance.

**11. Biosolids:** In-Compliance

- 11.1 Observation: Biosolids are removed and transported to an approved biosolids treatment facility as needed.

**12. Groundwater Quality:** Not Evaluated

**13. SSO Survey:** Out-of-Compliance

Does the facility have an Operation and Maintenance Manual for their collection system?	No
Does the facility track spills in their collection system?	No
Does the facility have procedures for minimizing spills?	No
Are those procedures included in the Operation and Maintenance Manual or in a separate document?	No manual
How often is the manual updated?	No manual

- 13.1 Deficiency: An Operation and Maintenance Manual for the collection system with a Sanitary Sewer Response Plan was not available on site.

Rule/Permit Reference: Rule 62-604.500(4) F.A.C. Copies of record drawings and the operation and maintenance manual shall be available at a site within the boundaries of the district office or delegated local program permitting the collection/transmission system, for use by operation and maintenance personnel and for inspection by Department personnel.

(a) The operation and maintenance manual shall provide for reliable and efficient operation and maintenance of the collection/transmission system.

(b) The detail of the operation and maintenance manual shall be consistent with the complexity of the system. The manual shall be developed in accordance with the technical guidance document contained in paragraph 62-604.300(4)(i), F.A.C., and the unique requirements of the individual wastewater facility and shall provide the operator with adequate information and description regarding the design, operation, and maintenance features of the facility involved, including an emergency response plan.

(c) The operation and maintenance manual shall be revised periodically to reflect any alterations performed or to reflect experience resulting from operation.

(d) 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.

Corrective Action: Please provide an O&M Manual with Spill Tracking procedures to the Department by email. A 1/14/2021 email confirms correction of the Spill Plan.

**14. Other:** Not Evaluated

# **EXHIBIT L**

**From:** [Gerry Hartman](#)  
**To:** [Helen Morse](#)  
**Subject:** Fwd: Updated data: Tymber Creek; TSS, Fecal, Nutrients and Biosolids Hauled  
**Date:** Monday, February 21, 2022 9:10:27 AM

---

FYI

Gerald C. Hartman, PE, BCEE, ASA  
Hartman Consultants, LLC  
637 N. Park Avenue  
Winter Park, FL 32789  
407.341.0970 Cell  
[gerry@hartmanconsultant.com](mailto:gerry@hartmanconsultant.com)

Begin forwarded message:

**From:** "Kane, Phil" <[Phil.Kane@FloridaDEP.gov](mailto:Phil.Kane@FloridaDEP.gov)>  
**Subject:** RE: Updated data: Tymber Creek; TSS, Fecal, Nutrients and Biosolids Hauled  
**Date:** January 25, 2022 at 5:49:49 AM EST  
**To:** MARK CADENHEAD <[mark\\_cadenhead@bellsouth.net](mailto:mark_cadenhead@bellsouth.net)>, "Smicherko, David" <[David.Smicherko@FloridaDEP.gov](mailto:David.Smicherko@FloridaDEP.gov)>  
**Cc:** "[tymbercreekutil@aol.com](mailto:tymbercreekutil@aol.com)" <[tymbercreekutil@aol.com](mailto:tymbercreekutil@aol.com)>, Gerry Hartman <[gerry@hartmanconsultant.com](mailto:gerry@hartmanconsultant.com)>, "P.A. T. Brent Jenkins" <[tbjenkinspa@aol.com](mailto:tbjenkinspa@aol.com)>

Thank you for the update Mark!

phil

---

**From:** MARK CADENHEAD <[mark\\_cadenhead@bellsouth.net](mailto:mark_cadenhead@bellsouth.net)>  
**Sent:** Monday, January 24, 2022 10:05 PM  
**To:** Kane, Phil <[Phil.Kane@FloridaDEP.gov](mailto:Phil.Kane@FloridaDEP.gov)>; Smicherko, David <[David.Smicherko@FloridaDEP.gov](mailto:David.Smicherko@FloridaDEP.gov)>  
**Cc:** [tymbercreekutil@aol.com](mailto:tymbercreekutil@aol.com); Gerry Hartman <[gerry@hartmanconsultant.com](mailto:gerry@hartmanconsultant.com)>; P.A. T. Brent Jenkins <[tbjenkinspa@aol.com](mailto:tbjenkinspa@aol.com)>  
**Subject:** Updated data: Tymber Creek; TSS, Fecal, Nutrients and Biosolids Hauled

**EXTERNAL MESSAGE**

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Good evening.

Per our recent conversation and your request, here are the updates of the



effluent data for Tymber Creek. Note these are only the parameters "of concern" and not all sampled parameters.

TSS continues to be the major issue. I put on the spreadsheet any notes written on the DMR concerning exceedances.

There was no reported haul in September 2021. The plant seemed to "react" to that with higher Nitrate and Total Nitrogen results. Hauling was resumed in October 2021 and the Nitrogen component, Nitrate + Nitrite, came back into compliance in November 2021.

I do not have the December 2021 results yet. The 4th quarter groundwater results were also not in OCULUS yet. Both DMRs are not due until 1/28/2022.

Let me know if you have questions or need additional information.

Thanks.

Mark

Thank you. Mark Cadenhead, P. E., MBA, President Cadenhead Environmental Engineering Services, Inc. 1982 SR 44, #201 New Smyrna Beach, FL 32168 Phone: 904 307-6824

Potential new owner of Tymber Creek WWTF2

Yahoo/Inbox

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: Kane Phil, David Smicherko

Cc: P.A. T. Brent Jenkins, Gerry Hartman, tymbercreekutil@aol.com, Sandy Neal, Helen Morse and 2 more...

Tue, Jan 25 at 11:15 AM

Good morning.

Per some recent emails, prompted by the draft C.O., I was informed that there are negotiations concerning purchase of the WWTF/Utility. I have copied Sandy Neal and Helen Morse with CWSR Group on this email.

Helen Morse  
Regulatory Coordinator  
Central States Water Resources, Inc.  
314-470-8007

The info on Ms. Morse is all I have for the group. It would appear that a teleconference to update the agency on the status of the purchase and the proper responsible authority for execution of the C.O. would be in order.

To note, my involvement is with the renewal permitting of the facility so if new signatures for forms or reports are needed then I can assist with that aspect.

Thanks.

Mark

Thank you. Mark Cadenhead, P. E., MBA, President Cadenhead Environmental Engineering Services, Inc. 1982 SR 44, #201 New Smyrna Beach, FL 32168 Phone: 904 307-6824

Updated data: Tymber Creek; TSS, Fecal, Nutrients and Biosolids Hauled2

Yahoo/Inbox

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: Kane Phil, David Smicherko

Cc: tymbercreekutil@aol.com, Gerry Hartman, P.A. T. Brent Jenkins

Mon, Jan 24 at 10:05 PM

Good evening.

Per our recent conversation and your request, here are the updates of the effluent data for Tymber Creek. Note these are only the parameters "of concern" and not all sampled parameters.

TSS continues to be the major issue. I put on the spreadsheet any notes written on the DMR concerning exceedances.

There was no reported haul in September 2021. The plant seemed to "react" to that with higher Nitrate and Total Nitrogen results. Hauling was resumed in October 2021 and the Nitrogen component, Nitrate + Nitrite, came back into compliance in November 2021.

I do not have the December 2021 results yet. The 4th quarter groundwater results were also not in OCULUS yet. Both DMRs are not due until 1/28/2022.

Let me know if you have questions or need additional information.

Thanks.

Mark

**From:** MARK CADENHEAD <[mark\\_cadenhead@bellsouth.net](mailto:mark_cadenhead@bellsouth.net)>

**Date:** January 20, 2022 at 10:12:47 PM EST

**To:** "T. Brent Jenkins, P.A." <[tbjenkinspa@aol.com](mailto:tbjenkinspa@aol.com)>, Gerry Hartman <[gerry@hartmanconsultant.com](mailto:gerry@hartmanconsultant.com)>

**Cc:** Sandy Neal <[sneal@cswrgroup.com](mailto:sneal@cswrgroup.com)>

**Subject:** Re: Tymber Creek WWTF FLA011193 Consent Order Draft OGC Case No: 21-1025

Good evening.

My involvement primarily was that DEP could not issue the permit renewal with the issues of fecal and TSS at the plant. Also, there were a couple of groundwater standard exceedances. There was no reasonable assurance that the plant could meet the permit limits. The only way to issue the permit renewal was to do so under a Consent Agreement that gives some interim limits and a timeframe to come into compliance.

The penalties are based on the severity and the "frequency" of the violations. If negotiated, the penalty may or may not be reduced. For example, if they calculated the penalty per TSS or fecal violation that would be different (higher) than looking at each as a violation of the limit for the "parameter" itself. When I was with DEP compliance/enforcement would often call it "one" violation of TSS, for example, as a *parameter* vs. each individual exceedance of that parameter. They may have already done that but if you wish to schedule a conference call concerning the C.O. then I can sit in.

I will review the C.O. more closely but at least, now the permit renewal can be issued.

Mark

Tymber Creek Utilities Permit Renewal4

Yahoo/Sent

**wtssales@aol.com**

To: mark\_cadenhead@bellsouth.net

Thu, Jan 6 at 3:20 PM

Hi Mark,

Happy New Year!! Hope you had some time off during the holidays. Just wanted to check on Tymber Creek permit renewal. The last correspondence I have is the RAI letter dated April 15, 2021. I also checked Oculus but did not see a new permit being issued. That being said, I'm assuming the permit is still on hold for items needed in the RAI. The current permit expires Dec 2021. I'm trying to stay up to date for the new year. Every year for me is a bit more challenging to say the least!!

Thank you for taking time to keep me on track,  
Nancy Johnson  
Wetherell Treatment Systems  
Office: (386) 673-4161  
Fax: (386) 673-7237  
wtssales@aol.com

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: wtssales@aol.com

Thu, Jan 6 at 5:00 PM

Hi Nancy.

Here is my understanding. The agency is preparing a Consent Order for the violations of fecal, TSS and some groundwater exceedances.

Wilmott does not want me to submit any response until the Consent Order is executed. Since the application was submitted 180 days prior to the expiration date, the current permit is automatically administratively extended for operation.

I will update the TSS and Fecal in particular and see if there have been any improvements. I think they will have to change the filters personally but . . . at least the media to try to get the plant in compliance. I think that is the only remaining item for us to address. All else lies with the Consent Agreement.

Mark

Tymber Creek permit renewal updates

Yahoo/Sent

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: P.A. T. Brent Jenkins, Gerry Hartman

Cc: tymbercreekutil@aol.com, wtssales

Tue, Oct 5, 2021 at 6:47 PM

Good evening.

I spoke to Willmott Brown with FDEP yesterday concerning the response to the Request for Additional Information. I had noted via email that the plant was not meeting the Total Suspended Solids maximum limit "every time" each month. There are 16 to 19 samples per month depending on the length of the month and timing; 4 per week. The plant has upsets and the filters are unable to handle the solids and reduce to the low limit level of 5 mg/L.

I was told by the permitting engineer that the compliance/enforcement group is drafting a Consent Agreement to give relief of the solids limit temporarily and allow for time to evaluate the filters. I am copying Nancy and Glenn because we also discussed that the lift station "issues" are causing upsets at the plant. **DEP wants this evaluated and corrected quickly. So, whatever Glenn needs to assist in that effort needs to be supported.** My understanding is that some of the issues may arise from "foreign objects" placed down the toilets. *I will speak more with Glenn on the matter but DEP is willing to give time to evaluate the filters under the Consent Agreement but want the lift station situation resolved asap.*

DEP does not want me to answer the Request Letter before the Consent Agreement is signed and executed which could be a while. So, they extended response time again. To note, again, that is to get the Agreement to give time and opportunity to figure out what to do about the filters. The time is not meant to delay any action needed to address the lift station. DEP expects that issue to be resolved separately from the filters.

If an outside contractor is needed for the lift station, we can reach out to others to help resolve and accept bids etc.

Also, please note that the Consent Order will reference past and ongoing TSS violations in the effluent; the Nitrate violations from the past as well as the violations of Nitrates in some of the wells. There will be penalties involved although the amount will be able to be negotiated most likely. For now, getting the Agreement is crucial to stop generating the TSS violations via an interim limit and to allow time to figure out what to do about the filters.

Just wanted to update, especially since the Consent Order being drafted was news to me but something I was going to request in the response letter that the agency asked me to hold off from sending.

Once the Consent Order is in place, the permit can be issued with a reference to the CO.

Mark

Gerry Hartman <gerry@hartmanconsultant.com>

To: MARK CADENHEAD

Cc: P.A. T. Brent Jenkins, tymbercreekutil@aol.com, wtssales

Wed, Oct 6, 2021 at 7:57 AM

A TSS limit of 5 is for reuse and this plant is only perc. ponds. Why not 20?

Gerald C. Hartman, PE, BCEE, ASA  
Hartman Consultants, LLC  
637 N. Park Avenue  
Winter Park, FL 32789  
407.341.0970 Cell

[gerry@hartmanconsultant.com](mailto:gerry@hartmanconsultant.com)

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: Gerry Hartman

Cc: P.A. T. Brent Jenkins, tymbecreekutil@aol.com, wtssales

Wed, Oct 6, 2021 at 9:06 AM

Hi Gerry.

The permit is attached. Please see the Statement of Basis at the end. Cutting to the chase:

*High-level disinfection is required to allow reduced setbacks to the RIBs and due to the proximity of surface waters.*

So, they do not meet the rule requirement to be considered Rapid Infiltration Basins.

Mark

Tymer Creek WWTF pond photos

Yahoo/Sent

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: Wilmott Brown

Mon, Sep 27, 2021 at 2:17 AM

Sorry. Forgot the photographs. ***(Insert: The department had asked for photographs of the ponds cleaned.)***

Mark

Response for Tymer Creek WWTF RAI (FLA011193)

Yahoo/Sent

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: Wilmott Brown

Mon, Sep 27, 2021 at 12:18 AM

Hi Wilmott.

I have continued to track and review the data for TSS for Tymer Creek. The current treatment/equipment does not seem sufficient to meet the limit of 5 mg/L maximum when sampling is required 4 times per week. The facility continues to generate violations so they will need to go under a Consent Order. The filters need to be evaluated and if replacing the media does not solve the problem, then a whole new design may be needed. Unfortunately, as noted before, Mr. Shirah has passed away

and there is no person familiar with the rules and regulations to quickly try to resolve issues or approve expenditures.

All other issues seem to be good now such as Nitrate in the effluent and in the wells. They are wasting and hauling more frequently which has helped all aspects. FRWA did not recommend using a coagulant/precipitation in the clarifier so I don't want to recommend that as a treatment option.

The operator seems to note that there are lift station "issues" that contribute to the TSS exceedances also like one per month so I will put in the RAI that they need to evaluate the lift station and resolve whatever is going on there. The operator is not specific on the DMR about exactly what the "issues" may be but conversations seem to indicate various foreign items flushed down the toilets. Anyhow, that type of study and evaluation can probably be a part of the schedule in a permit since it can be done pretty quickly most likely but since the filters seem to not be 100% effective and will need a C.O. to give time to resolve, then the lift station issues could just be added to that evaluation and resolution.

My opinion that I will give in the response is that the facility is not capable of meeting the TSS limit with current equipment and processes and must go under a Consent Order to evaluate and then if necessary get a permit modification to add or upgrade treatment.

Just wanted to give you a heads up. Here is the updated TSS; fecal; nitrate and biosolids results. Groundwater results are good now so the improvements in the effluent for Nitrate and TN, overall, seem to be helping there.

Also, if the estate lawyer will approve the request, I am going to ask that the permitted capacity be reduced to 0.0999 mgd AADF. The flows are well below that and that would put them below the 100,000 gpd level and eliminate the need for the Reuse Feasibility Report. I have lots of flow info to present to support the request including trending information. The community is built out I'm pretty sure.

Mark

yMBER Creek Utilities WWTF: Permit renewal response to Request For Additional Information (RAI)  
Yahoo/Sent

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: Gerry Hartman, P.A. T. Brent Jenkins

Cc: tymbecreekutil@aol.com, wtssales

Mon, Aug 30, 2021 at 9:18 PM

Good evening Gerry and Brent. (I am also copying Nancy to discuss with Glenn.) Glenn and I met at the plant again recently.

I requested an extension of time to answer just a couple of the remaining items of the RAI. I also updated the data to June 2021 to see if the process changes Glenn has implemented paid dividends. *(New data is January 2021 to June 2021.)*

These are the major items I will need to discuss/maybe get assistance with. Cost could be involved.

6. Nitrate in effluent is high, appropriately, nitrate concentrations are rising in several monitoring wells. The Department agrees that process control be immediately implemented by installing DO controller or ORP meter to help with air adjustment. Please provide documentation of the process change with this RAI response. [Ch. 62-520, F.A.C.] **The Nitrate and Total Nitrogen are much improved. I'm going to beg off doing the DO controller for now. Glenn will keep up the hauling schedule for digester sludge; although not bringing the TSS totally into compliance, maybe is keeping the Nitrate and Total Nitrogen down. I will put in the response that "if the effluent begins to exceed the Nitrate limits again, then the installation of DO monitoring will be revisited within 60 days of having more than 2 exceedances within a 6 month timeframe" (or something like that). I also updated the Groundwater Monitoring results for Nitrate. The background well, oddly was very high in Nitrate 1st quarterly 2021. I have attached the map of the wells. It is near the storm water pond which gets all sorts of fertilizer, etc. so maybe it was something that happened there. It is not a violation of the permit limits since that well is "Report only" but is concerning. It went down essentially to non-detect for the next sample. The other wells are not an issue for Nitrate for any of the two sampling events in 2021.**

8. The facility is requesting an approval for a coagulant to help the settling in the Clarifiers. Effluent aluminum concentrations in 2015 exceeded the allowable concentration of 0.2 mg/L. The Department is adding this secondary parameter to the sampling plan for 8 quarters. If no exceedances are observed in 8 quarters following the addition of the coagulant, the Facility may request in writing that this parameter be removed from the sampling plan. Please acknowledge. [Ch. 62-520.600(11)(b), F.A.C.] **The aluminum testing needs to be included since it does show up in the groundwater monitoring also. So, I'm good with that requirement.**

**For TSS, Glenn spoke to FRWA and they did not recommend a coagulant additive. They *did* recommend more frequent hauling of the sludge from the Digester. Glenn has implemented the increased hauling but . . . The TSS violated the limit of 5.0 mg/L 5 of the past 6 months. (See attached TSS data.) So, we need another plan or revisit with FRWA use of the coagulant. I will try to get more info from FRWA and maybe the filters need to be changed or addressed in some way. The bottom line is that the facility is NOT meeting the limits on TSS which are very stringent due to not meeting setbacks to property lines, I think being near a private potable well, and . . . , possibly having the discharge so near the Tomoka River. TSS is sampled 5 times per week??? So potential is that there would be an exceedance of 5.0 mg/L at some point. That said, it is not acceptable to DEP.**

I think TSS is the only issue to be addressed to answer the request but it is a huge hurdle.

There was something about cleaning solids from **OR** scarifying (tilling or plowing essentially) the ponds on a rotation (due by June 1, 2021). The ponds had been



cleaned and they mow the ponds which seems okay with the rules but I can check. If mowing is okay, then Carolyn can help to coordinate the routine cleaning based on Glenn letting her know when the ponds need addressing. **We need to make sure the ponds are cleaned of solids and clear vegetation from the ponds routinely.**

*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)] **Page 9 of the permit. I want to make sure that the mowing and removing solids is okay based on the language of the permit. Seems okay to me. Normally they want the ponds tilled or scarified but . . . this condition has "or".***

I will try to set a meet with FRWA and Glenn at the plant in the next week or so. We must address the TSS.

Mark  
yember Creek  
Yahoo/Sent

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To:Wilmott Brown

Wed, Jul 21, 2021 at 12:07 PM

Hi,

Waiting to hear back on a question to TC. I heard from a 3rd party on Friday that the HOA "bought" the WWTF. If so, I think we need a Transfer of Permit form maybe just to get the paperwork straight AND new signature pages for the forms and reports submitted so the renewed permit can be issued in the name of the HOA.

Back with you as soon as I get confirmation of the change of ownership.

Mark

Thank you. Mark Cadenhead, P. E., MBA, President Cadenhead Environmental Engineering Services, Inc. 1982 SR 44, #201 New Smyrna Beach, FL 32168 Phone: 904 307-6824

**Brown, Wilmott** <wilmott.brown@floridadep.gov>

To:MARK CADENHEAD

Wed, Jul 21, 2021 at 12:23 PM

I have given you an extension of time, 90 more days.

**Wilmott Brown**

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: Brown, Wilmott  
Wed, Jul 21, 2021 at 1:41 PM  
Thanks.

I will still update you on what is going on there in a follow up email.

I did get confirmation the sale of the property **has not** been finalized so . . . we will go forward and get the final info for the RAI soon and let them do a transfer if needed.

Thanks for your patience.

Mark

Tymber Creek Jar Testing Polymer  
Yahoo/Inbox

Tim Plymel <tim.plymel@frwa.net>  
To: wtssales@aol.com, MARK CADENHEAD  
Tue, Jun 29, 2021 at 10:54 PM

Glenn,

On June 17<sup>th</sup>, I visited Tymber Creek with you to perform some jar tests to help determine if polymer would be helpful to your plant. Here is the results of the tests.

Train #1

1000 ml sample no coagulant 30 min settlement 10%

1000 ml sample with 2g coagulant 30 min settlement 20%

Train #2

1000 ml sample no coagulant 30 min settlement 20%

1000 ml sample with 2g coagulant 30 min settlement 40%

As you can see, both trains settled 100% better with coagulant.

In my observation, it appears to me the solids are high, and with more wasting, the aeration can be improved and even reduce the wear on the blowers. This will help meet DEP requirements, saving on coagulant, and electrical costs.

If you decide to use coagulants, be sure you use any of them properly as improper use will cause as many problems as you are facing now, maybe even more.

I left you with Settify contact information, this is by no means the only coagulant supplier, Ceder Chem Blaze Butts is their local rep, 850-435-5919 is another. You might find some from USA Bluebook, or other catalog company, but I suggest you use someone with a sales rep to give you onsite assistance.

Timothy Plymel  
Florida Rural Water Association  
(386)937-2739

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

From: wtssales@aol.com

To: mark\_cadenhead@bellsouth.net <mark\_cadenhead@bellsouth.net>; tymbercreekutil@aol.com <tymbercreekutil@aol.com>

Sent: Mon, Jun 28, 2021 12:25 pm

Subject: Re: Revisit of Tymber Creek with Glenn tomorrow

Hi Mark,

Yes, Glenn will see you at the plant at 9:30. For access, Glenn said to tell the front gate where you are going or you can check with Carolyn or Cindy.

Have a pleasant Monday,  
Nancy Johnson  
Wetherell Treatment Systems  
Office: (386) 673-4161  
Fax: (386) 673-7237  
wtssales@aol.com

Tymber Creek Permit Renewal Application: Request for Additional Information (RAI)<sup>12</sup>  
Yahoo/Inbox

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: wtssales,tymbercreekutil@aol.com

Cc: P.A. T. Brent Jenkins, Gerry Hartman, Tim Plymel, Peyton Piotrowski, Sterling Carroll

Thu, Apr 22, 2021 at 12:17 PM

Good morning,

I am in conversation with DEP on the RAI. As we work to address each item there are a few that need attention and may take some time to complete. Here are the items to be addressed:

3. Revise Chapter 7, Problems, Deficiencies and Corrective Actions, in the OMPR to include a definite completion schedule for each corrective action listed, start some of the corrective actions immediately to eliminate exceedances, check the treatment tanks and influent pipes for leaks and issue a new corrective action if leaks are found (also sample any flowing water and non-treatment ponds for fecal to aid in leak detection), and state if any of the items have been completed. [62-600.735] **I would like to go back to the plant and check AGAIN for leaks. I did not note any leaks at the facility during my previous site visit and no "flowing water". I will set up something with Glenn to return and walk the plant. As for the sampling of "flowing water and non-treatment ponds" I don't think that is rule driven, plus all surface waters will have fecal due to birds and animals. I discussed this with the reviewing engineer earlier today. and he will be okay with just a reporting of what we see during the follow up site visit.**

5. The fecal exceedances are few, but the Department agrees with the facility to address TSS issue and to improve the chlorination process which will address Fecal in the groundwater. \*\* Airlift line in the clarifier was clogged which resulted to overflow to the filters. \*\* Please confirm this action has been taken. [Ch. 62-520.310(7), Ch. 62-520.400, F.A.C.] **The Department response seems to allow for the immediate use of alum to assist with settling in the Clarifiers. FRWA can probably help with dosing, etc. to optimize the process and may also have suggestions on other**

**coagulants on the market. Once this is started, let me know and I will notify the agency.**

6. Nitrate in effluent is high, appropriately, nitrate concentrations are rising in several monitoring wells. The Department agrees that process control be immediately implemented by installing DO controller or ORP meter to help with air adjustment. Please provide documentation of the process change with this RAI response. [Ch. 62-520, F.A.C] **The agency has given approval with the Request to install a DO controller or ORP meter to assist with plant adjustments to control Nitrate. Please get quotes to have this done/installed and I can report the details in the response so it can be included in the description, page 1 of the permit. I will need specs on the equipment; they will also need to be included in the Operation and Maintenance Manual for the facility.**

7. All ponds need to be scarified and cleaned by June 1, 2021. Please provide pictures of the work to the Department with the RAI response. [Ch. 62-520, F.A.C.] **I read this to mean just the 2 that were in the process of being cleaned. A follow up email from the groundwater staff person indicated that she wants to know the routine rotation when all 4 are in service. Personally I feel that is overstepping into operations because the rule and permit only require that the ponds be rotated every 7 days and allowed to fully dry before reloading so . . . Attached is a Google Earth map of the RIBs. If Glenn could give me just some indication of how they would typically be rotated based on the numbering system, that will be my response with lots of discussion that the ponds are rested and cleaned as needed which changes the rotation as based on operational situations.**

8. The facility is requesting an approval for a coagulant to help the settling in the Clarifiers. Effluent aluminum concentrations in 2015 exceeded the allowable concentration of 0.2 mg/L. The Department is adding this secondary parameter to the sampling plan for 8 quarters. If no exceedances are observed in 8 quarters following the addition of the coagulant, the Facility may request in writing that this parameter be removed from the sampling plan. Please acknowledge. [Ch. 62-520.600(11)(b), F.A.C] **This item is related to item 5 above. I'm okay with adding the monitoring if alum is chosen as the coagulant. Again, I think this is a written approval to go forward with treatment in the Clarifiers. If anyone reads it differently, let me and Glenn know.**

9. With the application for permit renewal, the permittee shall submit to the Department's office that issued the permit, the results of sampling monitoring wells specified in the Department-approved monitoring plan for the primary and secondary drinking water parameters included in Chapter 62-550, F.A.C. (excluding asbestos, acrylamide, Dioxin, butachlor, epichlorohydrin, pesticides, and PCBs, unless reasonably expected to be a constituent of the discharge or an artifact of the site). Please submit these results. [Ch. 62-520.600(5)(b), F.A.C] **If Carolyn would pass this on to the groundwater monitoring group, they need to pull the sample as soon as possible. Although Dioxin is not**

**being requested, some of the radionuclides take time to ship out to other labs and get results. Carolyn, if you prefer for me to talk to the lab, let me know. I will need a contact name and number. The exact language of item 9 should be sent to them to make sure that all parameters are sampled. I would argue that the sampling is not a permit requirement but the permit would then be issued with the requirement in a schedule and if something were to show up in the scan, then a permit mod would be needed to include it in the monitoring. It is probably best to just give them the results as part of the response.**

In order for the response to be deemed complete and the permit issued, all items of the RAI must be addressed in full. I have discussed with the reviewing engineer, in depth, items 1 through 3 of the attached document. I am good with his requests and can answer those easily. This email is meant to provide guidance on how to complete responses to some of the other request items and that expenditure of funds will be needed to install some equipment and perform monitoring, etc.

Thanks.

Mark

Tymber Creek

Yahoo/Sent

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: Wilmott Brown

Wed, Apr 21, 2021 at 4:17 PM

Hi Wilmott.

Not ignoring your calls. I have been on the road for numerous days over the past few weeks including Monday and Tuesday of this week. I don't answer the phone when driving. I have a backlog of phone calls and emails. Slowly making my way through.

I have scheduled office days tomorrow and Friday. I think I understand what you are asking in the RAI. I agree the plant is probably not Class I or III but will confirm the backup power aspect. I'm 99.9% it also does not have but one CCC.

As for the Reuse Feasibility Study, I thought that had something to do with Cautionary Water Bodies or something of that nature. There is a Tallahassee directive on when it is needed that I saw online when researching the rule and I will try to send that to you if you don't already have it. I personally do not think it is a rule requirement for this facility, despite being over 100,000 gpd; I have looked for that in the rules, but if it is simply a matter of stating it is not economically feasible then that is simple enough to do and move on. Unless absolutely required by the rule, I don't want to spend time getting quotes on a second CCC, a generator, auto reject system, etc. all the equipment and electronics to convert to a Public Access Reuse System. The groundwater recharge is also considered reuse if I'm not incorrect on that.

We can talk tomorrow.

I can get with Lindsey on the remaining items. Some of those do not seem rule driven for this plant but she and I can talk on those. It will take many, many weeks to get the well sampling for Primary and Secondary parameters and get the results but can be done of course. I don't understand why it could not also be a schedule item of the permit since it was not a Specific Condition of the existing permit. If something did show up then a modification could be required to add it to the monitoring of the effluent. You already have the effluent Primary and Secondary monitoring results for the effluent and no red flags came up on those. Not sure why we think the wells would have something not in the effluent and what the facility could do about it if the parameter was from an outside source.

Hope you are doing well. We will talk tomorrow after I review the RAI and a couple of things for us to discuss.

Thanks.

Mark

RAI for Tymber Creek WWTF: Couple of Questions3  
Yahoo/Sent

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>  
To: Wilmott Brown, Lindsey Brewer  
Cc: tymbercreekutil@aol.com, P.A. T. Brent Jenkins, wtssales  
Fri, Apr 16, 2021 at 11:06 AM  
Hi Wilmott and Lindsey.

I have a couple of clarification questions so we can get started on the response:

Item 1: The plant has lots of redundancy and the Class I check of Form 2A is a hold over from previous permitting submittals. I will check because I think there is only 1 Chlorine Contact Chamber which would eliminate it from Class 1 or Class III. I will double check that. If the plant were constructed/permitted I think after 1987ish, then the plant should at least meet Class III Reliability. I will research this further.

Item 2: Historical info says the plant was constructed in 1993. I will check on that per item 1. I looked at the rule reference in the RAI and that reference is for Form 2A. I realize Form 2A (page 2A-30) does have a list of items to be submitted but the agency has never asked for this study in the past. Therefore it was not checked as a submitted document. Can you give me the rule reference that defines when a Reuse Feasibility Report is needed and the criteria for development?

Item 3: Can you clarify why the agency thinks there are leaks in the piping or the tanks? I did not observe these during the site visit. If an inspection report notes leaks

can you send to me so we can directly address the areas? I'm a little confused on how to best address this request item. (Thanks.)

Item7: The operating group is working on the ponds' cleaning and will provide photographs. Not all ponds were impacted by the upsets; other ponds will be cleaned and scarified in rotation but the two that contained solids will be addressed by June 1, 2021 per the OMPR, Chapter 7.

Item 9: A search of the permit did not indicate that the monitoring well sampling for Primary and Secondary Drinking Water Stds. was required as a specific condition. *It is understood from the request item that apparently the monitoring is a commitment of the Groundwater Monitoring Plan. **Can you send a copy of the plan to me so I can see which well is to be sampled?*** I assume that due to the cost, it is **one** of the compliance wells but certainly not *all* compliance wells.

Thanks so much. Hope you both are doing well.

Mark

**Brewer, Lindsey** <lindsey.brewer@floridadep.gov>

To: MARK CADENHEAD, Brown, Wilmott

Cc: tymbecreekutil@aol.com, P.A. T. Brent Jenkins, wtssales, Burson, Lu

Fri, Apr 16, 2021 at 11:45 AM

Hi Mark,

I'll address your items #7 and #8:

7.) Acknowledged. The Department needs updated photos of the 4 RIBs in use (including, but not limited to, the impacted RIBS) to confirm that the infiltration is consistent between each pond. Please submit your updated rotation schedule with these photos to clearly illustrate the loading plan moving forward.

8.) The approved GWMP will be in the newly issued permit. There are no major changes from the permit you have reviewed. You are correct, P&S DWS have not been requested in the past, for reasons unknown to me. Moving forward at next permit renewal, only MWC-3R will be required. Our database has been updated to reflect this change and a permit condition will be added to the new permit once drafted. For permit issuance, the Department needs the **MWC-3R** Primary and Secondary DWS data submitted with your RAI response.

Let me know if there are any further groundwater questions I can help you with. Wilmott should reach back shortly with clarifications to the other items in your query.

Respectfully,

| **Lindsey Brewer**

**MARK CADENHEAD** <mark\_cadenhead@bellsouth.net>

To: Brown, Wilmott, Brewer, Lindsey

Cc: tymbecreekutil@aol.com, P.A. T. Brent Jenkins, wtssales, Burson, Lu

Fri, Apr 16, 2021 at 1:15 PM

Hi,

I'm still a bit confused on the item about the RIBs but we'll try to put something together. The rule and permit requirement is to rotate the cells every 7 days, which is being done and allowing the cells to dry while resting which is being done under usual situations. Once the two cells are cleaned of solids, then all will be placed into a rotation of every 7 days. I understand that with the current situation, the operating cells are being loaded more than usual, but that will cease once the cells are cleaned, i.e. by June 1st. Photo of the cleaned cells will be sent by the operating group as a compliance item in addition to the permit schedule item of Chapter 7 of the OMPR.

It will take some time to get MWC-3R sampled and the results submitted but I will try to get with the operating group and come up with something for you to review for sufficiency for the RIBs item sooner.

Thanks.

Mark

Tymer Creek WWTF RAI  
Yahoo/Inbox

DEP\_CD <dep\_cd@dep.state.fl.us>

To: tymercreekutil@aol.com

Cc: Ammon, Pamela, Phillips, Reggie, mark\_cadenhead@bellsouth.net, Smicherko, David, Brown, Wilmottand 1 more...

Thu, Apr 15, 2021 at 7:16 PM

Greetings,

The Department of Environmental Protection is using electronic correspondence rather than paper mail to deliver documents faster while reducing costs and waste. Please click on the link below to access the above referenced document in OCULUS, the Department of Environmental Protection's electronic document management system.

[https://depdms.dep.state.fl.us:443/Oculus/servlet/shell?command=getEntity&\[guid=38.980270.1\]&\[profile=Permitting Authorization](https://depdms.dep.state.fl.us:443/Oculus/servlet/shell?command=getEntity&[guid=38.980270.1]&[profile=Permitting Authorization)

**To access the documents in OCULUS:**

1. Click on the link to open OCULUS at the Login screen.
2. Click on PUBLIC OCULUS login to view the search results screen.
3. Click the arrow button next to *view* in the Operations drop-down menu to open and view the document in its native format. Most OCULUS documents are in .pdf format. Acrobat Reader is required to read the document. The free reader can be downloaded from <http://www.adobe.com/products/reader.html>.

If you are interested in reviewing documents from the Department's Information Portal, you can access the portal at <http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal>.

Thank you for your attention to this matter.



Sincerely,  
Florida Department of Environmental Protection  
Central District Office

Electronic Notification of receipt/TYMBER CREEK WWTF RENEWAL/FLA011193-005-DW2P4  
Yahoo/Sent

**epost\_dworm\_permits@dep.state.fl.us**

To:epost\_DWRM\_Permits@dep.state.fl.us

Cc:mark\_cadenhead@bellsouth.net,Wilmott.Brown@dep.state.fl.us

Fri, Apr 9, 2021 at 12:52 PM

Applicant Name: T Jenkins

Applicant Company: Tymber Creek Utilities

Permit File Number: FLA011193-005-DW2P

Application Received Date: 04/09/2021

Project Name/Description: TYMBER CREEK WWTF RENEWAL/

Facility Address: 1951 Sr 40 Off Sand Spring, Ormond Beach, FL 32174

Dear Applicant:

Thank you for submitting your request for authorization to the Department regarding the above referenced project.

I am currently reviewing your request and will contact you as soon as possible. The Department values your time and wants you to know that we are working to streamline our review process and reduce the overall time needed to authorize activities.

If you did not include a full payment for this application's fees and would like to make an online payment for the outstanding balance, please visit the DEP Business Portal - <https://www.fldepportal.com> - and complete the online payment process for a submitted application. Please note that the following fee types may not be completed through this process:

- \* Payments for annual fees
- \* Payments processed by a local delegated program
- \* Partial payments for application balances

If you feel you have received this email in error or if you have any questions, please contact me at [Wilmott.Brown@dep.state.fl.us](mailto:Wilmott.Brown@dep.state.fl.us) or 407-897-4155.

Thank you and I look forward to working with you.

Regards,

Wilmott Brown

**Volusia County Health Department  
Environmental Health Engineering  
Incident Report**

<b>Facility Name:</b> Tymber Creek Utilities	<b>Person Reporting:</b> Cindy Elton	
<b>PWS ID #</b> 3641401	<b>Phone #</b> (386)-672-9815	
<b>VCHD FAX:</b> (386) 274-0713 or 736-5433	<b>Name/License # of Distribution/Water Operator</b> <b>On-site:</b> Glen Wetherell/ #2679	
<b>VCHD Phone:</b> (386) 736-5436		
<b>Email:</b> debra.knight@flhealth.gov	<b>Date/Time of Incident:</b> 5/2/19 2:30 pm	
VCHDengineering@doh.state.fl.us	<b>Date/Time Water Service Restored:</b> 5/2/19 4:00pm	
	<b>*Date/Time Reported to VCHD:</b> 5/3/19 11:00 am	
	<b>(*Notify This Office ASAP)</b>	
<b>Describe Event – Planned/Unplanned/Size and Type of Material (Ductile, Iron, PVC, etc.) if a line break:</b>		
Unplanned – 2” Gate Valve		
<b>Corrective Action Taken: (Line replaced, etc.)</b>		
Remove and replace.		
<b>Location of Event: (Specific location where break or malfunction occurred)</b>		
Suntree Ct and Tymber Run		
<b>Area Affected: (Subdivision, Neighborhood, Street boundaries or addresses, etc.)</b>		
Suntree Ct in Tymber Creek Subdivision		
<b>Number of Service Connections Affected:</b> 274	<b>Residential? ( Y / N )</b>	<b>Commercial? ( Y / N/ )</b>
<b>Boil Water Notice Issuance Date and Time:</b> 5/2/19 11:30 am		
<b>Notification Method Circle:</b> Door Hangers, TV, Radio, Newspaper		
Public Alert – email, phone message and text message		
<b>Number of Bacteriological Samples Taken:</b>	<b>Sample: Date &amp; Time</b>	
<b>Additional Comments:</b>		
Copy of Boil Water Notice Attached.		
Copy of subdivision map attached. Streets that were sent boil water notices are 21 thru 45.		
<b>NOTE: Depending upon circumstances, repaired water mains should be super-chlorinated and/or flushed prior to being placed back into service. It may be advisable to at least temporarily elevate disinfection residuals.</b>		

# TYMBER CREEK UTILITIES, INC.

1951 West Granada Blvd.  
Ormond Beach, FL 32174  
386-672-9815  
tymbercreekutil@aol.com

## **Boil Water Notice Alert**

May 2, 2019

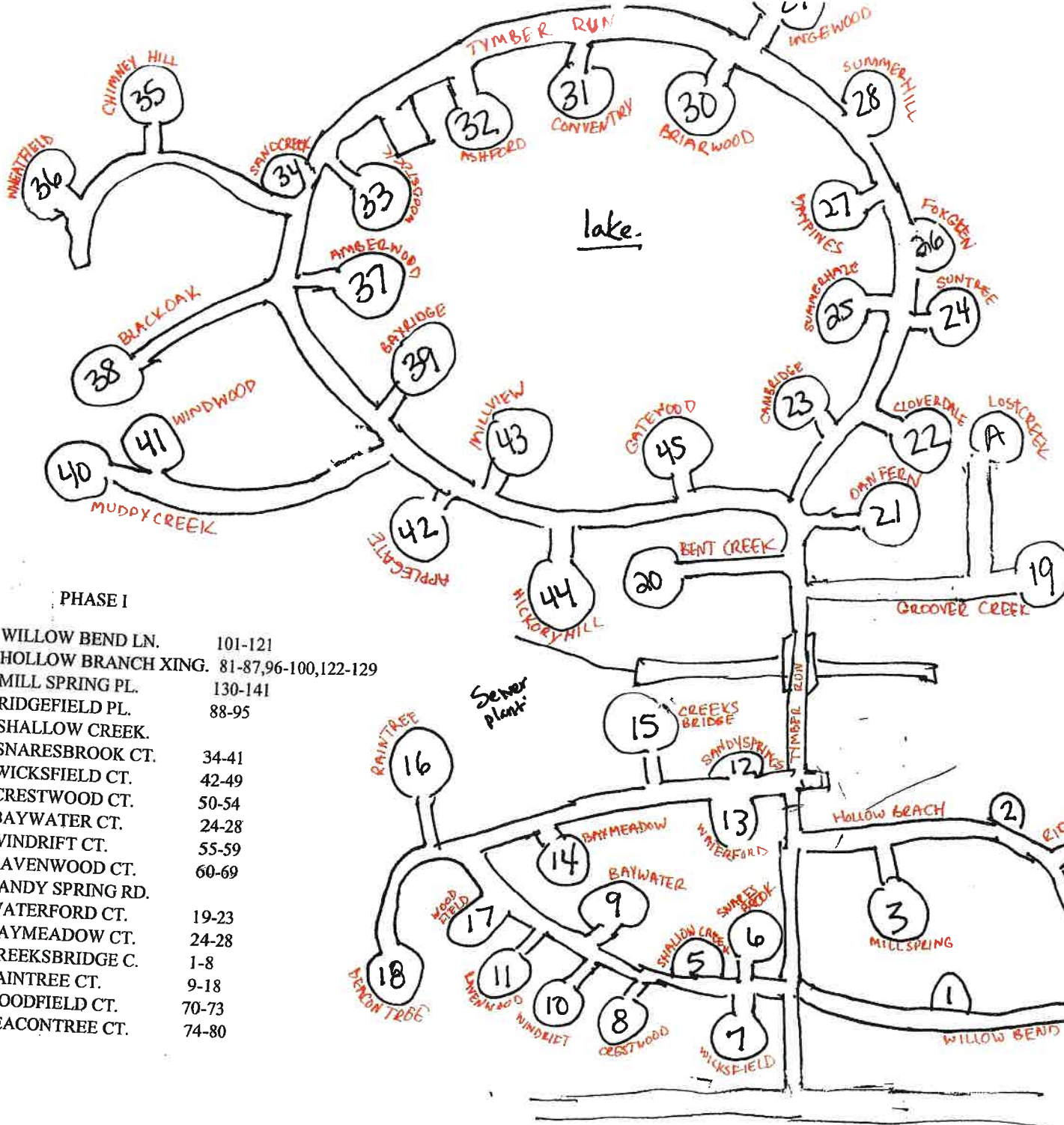
Dear Customer:

A boil water notice in effect until further notice in your area due to a broken line at approximately 9:00 a.m. today.

Boil water for at least one minute prior to use or use bottled water. We will alert you as soon as the notice has been rescinded.

Thank you for your attention to this matter.

Tymber Creek Utilities



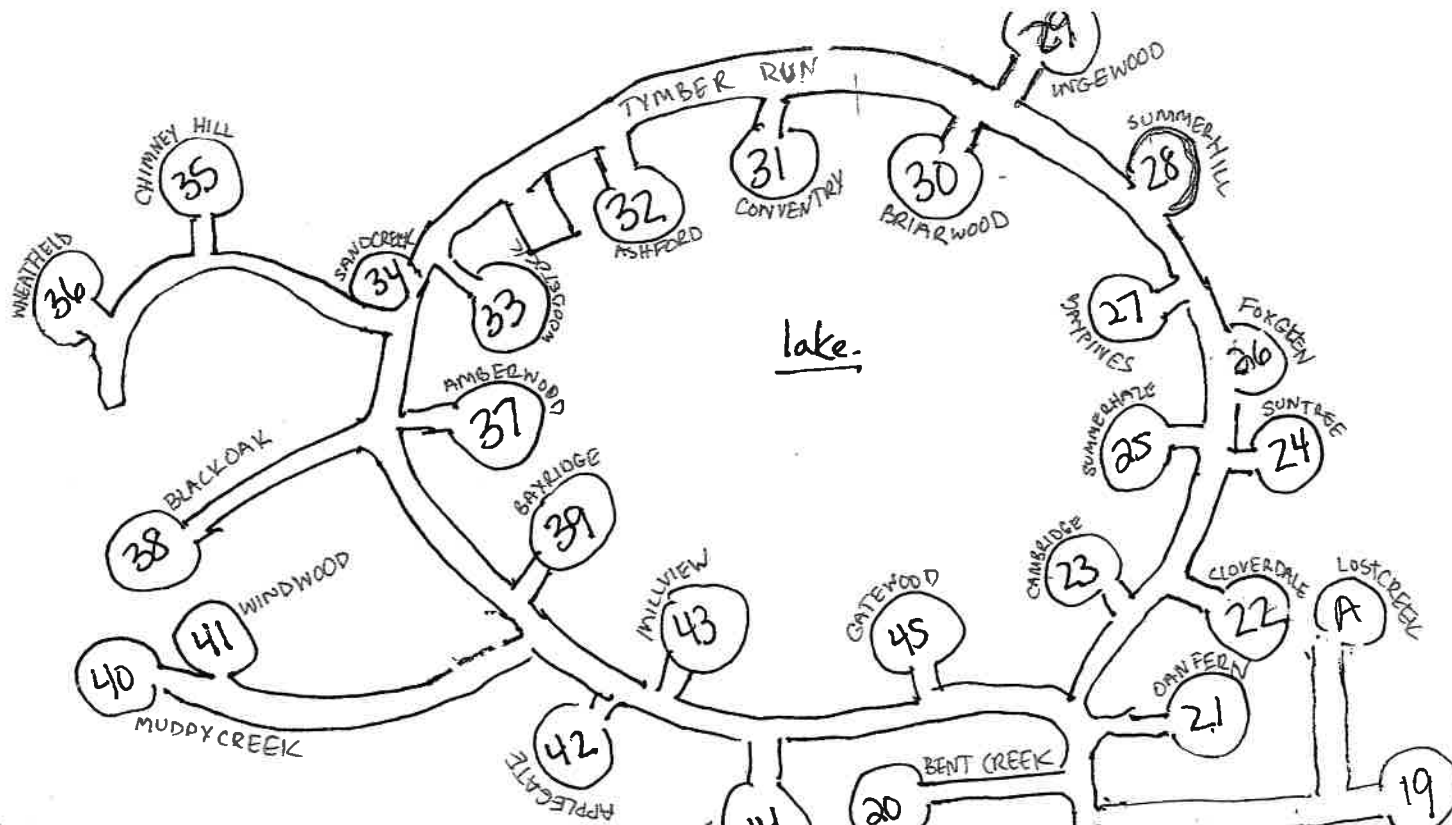
- 19. GROOVER CREEK XING. 324-333
- 19 A, LOSTCREEK 1-17
- 20. BENT CREEK LN. 335-342
- 21. OAK FERN CIR. 317-323
- 22. CLOVERDALE CT. 181-192
- 23. CAMBRIDGE CT. 193-197
- 24. SUNTREE CT. 173-180
- 25. SUMMERHAZE CT. 198-205
- 26. FOX GLEN CT. 167-172
- 27. BAYPINES CT. 206-215
- 28. SUMMERHILL CT. 161-166
- 29. INGLEWOOD CT. 151-160
- 30. BRIARWOOD CT. 216-222
- 31. COVENTRY CT. 223-234
- 32. ASHFORD CT. 235-244
- 33. WOODSTOCK CT. 245-259
- 34. SANDCREEK LN. 419-426,431
- 35. CHIMNEY HILL LN. 432-435
- 36. WHEATFIELD PL. 427-430
- 37. AMBERWOOD CT. 260-273
- 38. BLACK OAK LN. 406-418
- 39. BAYRDIGE CT. 274-286
- 40. MUDDYCREEK LN. 384-397,414-4
- 41. WINDWOOD PL. 398-403
- 42. APPLGATE LD. 353-356
- 43. MILLVIEW CT. 287-298
- 44. HICKORY HILL PL. 345-352
- 45. GATEWOOD CT. 299-316
- TYMBER RUN 334-344,357-3

PHASE I

- 1. WILLOW BEND LN. 101-121
- 2. HOLLOW BRANCH XING. 81-87,96-100,122-129
- 3. MILL SPRING PL. 130-141
- 4. RIDGEFIELD PL. 88-95
- 5. SHALLOW CREEK. 34-41
- 6. SNARES BROOK CT. 42-49
- 7. WICKSFIELD CT. 50-54
- 8. BAYWATER CT. 24-28
- 9. WINDRIFT CT. 55-59
- 10. RAVENWOOD CT. 60-69
- 11. SANDY SPRING RD. 19-23
- 12. WATERFORD CT. 24-28
- 13. BAYMEADOW CT. 1-8
- 14. CREEKS BRIDGE C. 9-18
- 15. RAIN TREE CT. 70-73
- 16. WOODFIELD CT. 74-80
- 17. BEACONTREE CT.

**Volusia County Health Department  
Environmental Health Engineering  
Incident Report**

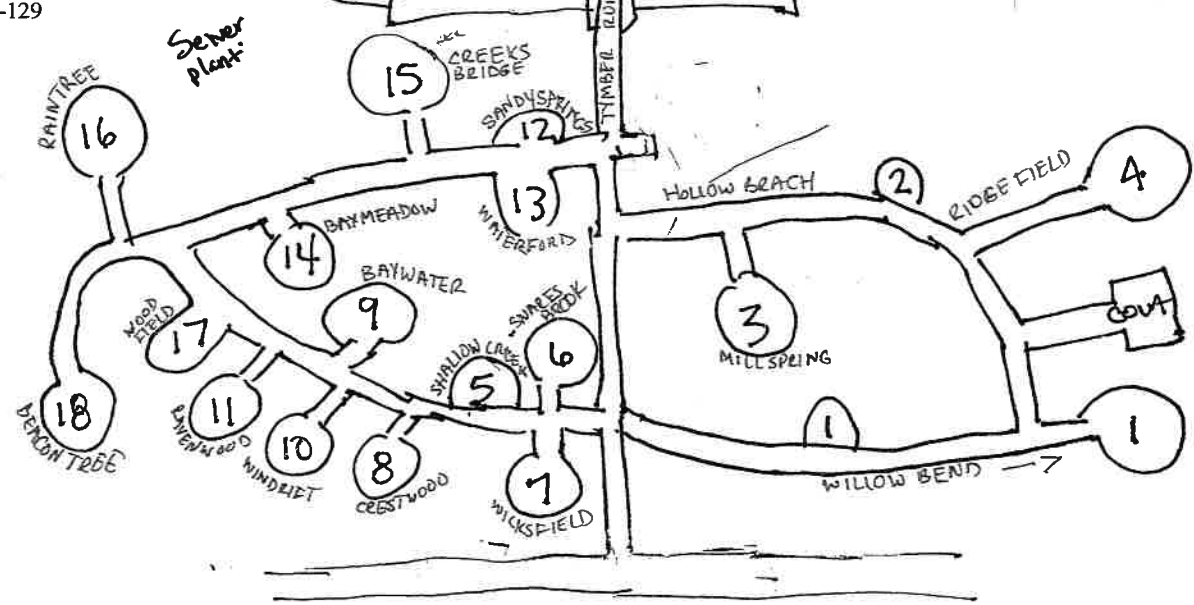
<b>Facility Name:</b> Tymber Creek Utilities	<b>Person Reporting:</b> Cindy Elton
<b>PWS ID #</b> 3641401	<b>Phone #</b> (386)-672-9815
<b>VCHD FAX:</b> (386) 274-0713 or 736-5433	<b>Name/License # of Distribution/Water Operator On-site:</b> Glen Wetherell/ #2679
<b>VCHD Phone:</b> (386) 736-5436	
<b>Email:</b> debra.knight@flhealth.gov	<b>Date/Time of Incident:</b> 6/14/19 9:00 am
VCHDengineering@doh.state.fl.us	<b>Date/Time Water Service Restored:</b> 6/14/19 12:00 pm
	<b>*Date/Time Reported to VCHD:</b> 6/14/19 12:30 pm
	<b>(*Notify This Office ASAP)</b>
<b>Describe Event – Planned/Unplanned/Size and Type of Material (Ductile, Iron, PVC, etc.) if a line break:</b>	
Broken water main by Bryson crane.	
<b>Corrective Action Taken: (Line replaced, etc.)</b>	
Repaired.	
<b>Location of Event: (Specific location where break or malfunction occurred)</b>	
Suntree Ct. and Tymber Run.	
<b>Area Affected: (Subdivision, Neighborhood, Street boundaries or addresses, etc.)</b>	
Copy of subdivision map attached. Streets that were sent boil water notices are 20 thru 45.	
<b>Number of Service Connections Affected:</b> 275 <b>Residential?</b> (Y/N) <b>Commercial?</b> (Y/N)	
<b>Boil Water Notice Issuance Date and Time:</b> 6/14/19 12:15 pm	
<b>Notification Method Circle: Door Hangers, TV, Radio, Newspaper</b>	
Public Alert – email, phone message and text message	
<b>Number of Bacteriological Samples Taken:</b>	<b>Sample: Date &amp; Time</b>
<b>Additional Comments:</b>	
Copy of Boil Water Notice Attached.	
<b>NOTE: Depending upon circumstances, repaired water mains should be super-chlorinated and/or flushed prior to being placed back into service. It may be advisable to at least temporarily elevate disinfection residuals.</b>	



19.	GROOVER CREEK XING.	324-333
19 A,	LOSTCREEK	1-17
20.	BENT CREEK LN.	335-342
21.	OAK FERN CIR.	317-323
22.	CLOVERDALE CT.	181-192
23.	CAMBRIDGE CT.	193-197
24.	SUNTREE CT.	173-180
25.	SUMMERHAZE CT.	198-205
26.	FOX GLEN CT.	167-172
27.	BAYPINES CT.	206-215
28.	SUMMERHILL CT.	161-166
29.	INGLEWOOD CT.	151-160
30.	BRIARWOOD CT.	216-222
31.	COVENTRY CT.	223-234
32.	ASHFORD CT.	235-244
33.	WOODSTOCK CT.	245-259
34.	SANDCREEK LN.	419-426,431
35.	CHIMNEY HILL LN.	432-435
36.	WHEATFIELD PL.	427-430
37.	AMBERWOOD CT.	260-273
38.	BLACK OAK LN.	406-418
39.	BAYRDIGE CT.	274-286
40.	MUDDYCREEK LN.	384-397,414-4
41.	WINDWOOD PL.	398-403
42.	APPLEGATE LD.	353-356
43.	MILLVIEW CT.	287-298
44.	HICKORY HILL PL.	345-352
45.	GATEWOOD CT.	299-316
	TYMBER RUN	334-344,357-3

PHASE I

1.	WILLOW BEND LN.	101-121
2.	HOLLOW BRANCH XING.	81-87,96-100,122-129
3.	MILL SPRING PL.	130-141
4.	RIDGEFIELD PL.	88-95
5.	SHALLOW CREEK.	
6.	SNARES BROOK CT.	34-41
7.	WICKSFIELD CT.	42-49
8.	CRESTWOOD CT.	50-54
9.	BAYWATER CT.	24-28 <del>24-28</del> 29-37
10.	WINDRIFT CT.	55-59
11.	RAVENWOOD CT.	60-69
12.	SANDY SPRING RD.	
13.	WATERFORD CT.	19-23
14.	BAYMEADOW CT.	24-28
15.	CREEKSBRIDGE C.	1-8
16.	RAINTREE CT.	9-18
17.	WOODFIELD CT.	70-73
18.	BEACONTREE CT.	74-80



# **TYMBER CREEK UTILITIES, INC.**

1951 West Granada Blvd.  
Ormond Beach, FL 32174  
386-672-9815  
tymbercreekutil@aol.com

## **Boil Water Notice Alert**

**June 14, 2019**

**Dear Customer:**

**A boil water notice is in effect until further notice in your area due to a broken line at approximately 9:00 a.m. today.**

**Boil water for at least one minute prior to use or use bottled water. We will alert you as soon as the notice has been rescinded.**

**Thank you for your attention to this matter.**

**Tymber Creek Utilities**

# EXHIBIT M



**TYMBER CREEK UTILITES, INC**  
**RESIDENTIAL AND COMMERCIAL RATES**  
**09/29/2020**

<b>WATER RESIDENTIAL RATES:</b>				
<b>METER SIZE:</b>		<b>NEW RATE:</b>	<b>OLD RATE:</b>	<b>INCREASE:</b>
BASE RATE	5/8X3/4"	\$9.91	\$9.84	\$0.07
BASE RATE	1"	\$24.78	\$24.60	\$0.18
<b>GALLONS CHARGES (PER1000)</b>				
	0-6000 GAL	\$3.88	\$3.85	\$0.03
	6001-10,000	\$4.44	\$4.41	\$0.03
	10,001 & UP	\$6.59	\$6.54	\$0.05

<b>RESIDENTIAL SEWER RATES:</b>				
<b>METER SIZE:</b>		<b>NEW RATE:</b>	<b>OLD RATE:</b>	<b>INCREASE:</b>
BASE RATE	(ALL METERS)	\$34.40	\$33.43	\$0.97
GALLONS PER 1,000		\$9.20	\$8.94	\$0.26
SEWER CAPS @ 8,000				

<b>COMMERCIAL WATER RATES:</b>				
<b>METER SIZE:</b>		<b>NEW RATE:</b>	<b>OLD RATE:</b>	<b>INCREASE:</b>
BASE RATE	5/8X3/4"	\$9.91	\$9.84	\$0.07
	1"	\$24.78	\$24.60	\$0.18
GALLONS PER 1,000		\$4.19	\$4.16	\$0.03

<b>COMMERCIAL SEWER RATES:</b>				
<b>METER SIZE:</b>		<b>NEW RATE:</b>	<b>OLD RATE:</b>	<b>INCREASE:</b>
BASE RATE	5/8x3/4"	\$34.40	\$33.43	\$0.97
	1"	\$86.00	\$83.58	\$2.42
GALLONS PER 1,000		\$11.05	\$10.74	\$0.31

**COMMERCIAL SEWER RATES DO NOT STOP @ 8,000 GALS LIKE RESIDENTIALS DO**

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 9.91
3/4"	\$ 14.87
1"	\$ 24.78
1 1/2"	\$ 49.55
2"	\$ 79.28
3"	\$ 158.56
4"	\$ 247.75
6"	\$ 495.50

<u>Charge per 1,000 gallons</u>	
0 - 6,000 gallons	\$ 3.88
6,001 - 10,000 gallons	\$ 4.44
Over 10,000 gallons	\$ 6.59

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

- EFFECTIVE DATE - August 25, 2020
- TYPE OF FILING - 2020 Price Index and Pass-Through

WS-2020-0063

J. STANLEY SHIRAH  
ISSUING OFFICER

MANAGER  
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 Sizes</u>                           | <u>Base Facility Charge</u> |
|--|-----------------------------|
| All Meter Sizes                              | \$ 34.40                    |
| Charge per 1,000 gallons<br>8,000 gallon cap | \$ 9.20                     |
- 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 - August 25, 2020
- TYPE OF FILING - 2020 Price Index and Pass-Through

WS-2020-0063

J. STANLEY SHIRAH  
ISSUING OFFICER

MANAGER  
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.  
APPLICABILITY - For water service to all Customers for which no other schedule applies.  
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.  
BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 9.91
3/4"	\$ 14.87
1"	\$ 24.78
1 1/2"	\$ 49.55
2"	\$ 79.28
3"	\$ 158.56
4"	\$ 247.75
6"	\$ 495.50
Charge per 1,000 gallons	\$ 4.19

MINIMUM CHARGE - Base Facility Charge  
TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - August 25, 2020  
TYPE OF FILING - 2020 Price Index and Pass-Through

WS-2020-0063

J. STANLEY SHIRAH  
ISSUING OFFICER

MANAGER  
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 Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 34.40
3/4"	\$ 51.60
1"	\$ 86.00
1 1/2"	\$ 172.00
2"	\$ 275.20
3"	\$ 550.40
4"	\$ 860.00
6"	\$ 1,720.00
Charge per 1,000 gallons	\$ 11.05

- 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 - August 25, 2020
- TYPE OF FILING - 2020 Price Index and Pass-Through

WS-2020-0063

J. STANLEY SHIRAH  
ISSUING OFFICER

MANAGER  
TITLE

# EXHIBIT N

UTILITY NAME: Tymler Creek Utilities, Incorporated

<b>YEAR OF REPORT</b> December 31, 2020
--

**COMPARATIVE BALANCE SHEET  
ASSETS AND OTHER DEBITS**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
<b>UTILITY PLANT</b>				
101-106	Utility Plant	F-7	\$ 1,346,217	\$ 1,371,443
108-110	Less: Accumulated Depreciation and Amortization	F-8	987,825	1,030,202
Net Plant			\$ 358,392	\$ 341,241
114-115	Utility Plant Acquisition adjustment (Net)	F-7	0	
116 *	Other Utility Plant Adjustments			
Total Net Utility Plant			\$ 358,392	\$ 341,241
<b>OTHER PROPERTY AND INVESTMENTS</b>				
121	Nonutility Property	F-9	0	0
122	Less: Accumulated Depreciation and Amortization			
Net Nonutility Property			\$ 0	\$ 0
123	Investment in Associated Companies	F-10	0	
124	Utility Investments	F-10	0	
125	Other Investments	F-10	0	
126-127	Special Funds	F-10	0	
Total Other Property & Investments			\$ 0	\$ 0
<b>CURRENT AND ACCRUED ASSETS</b>				
131	Cash		\$ 7,941	\$ 23,823
132	Special Deposits	F-9		
133	Other Special Deposits	F-9	150	650
134	Working Funds			
135	Temporary Cash Investments			
141-144	Accounts and Notes Receivable, Less Accumulated Provision for Uncollectible Accounts	F-11	21,735	32,643
145	Accounts Receivable from Associated Companies	F-12		
146	Notes Receivable from Associated Companies	F-12		
151-153	Material and Supplies			
161	Stores Expense			
162	Prepayments			
171	Accrued Interest and Dividends Receivable			
172 *	Rents Receivable			
173 *	Accrued Utility Revenues			
174	Miscellaneous Current and Accrued Assets	F-12		
Total Current and Accrued Assets			\$ 29,826	\$ 57,116

\* Not Applicable for Class B Utilities

UTILITY NAME: Tymber Creek Utilities, Incorporated

<b>YEAR OF REPORT</b> December 31, 2020
--

**COMPARATIVE BALANCE SHEET  
ASSETS AND OTHER DEBITS**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
DEFERRED DEBITS				
181	Unamortized Debt Discount & Expense	F-13	\$ 0	\$
182	Extraordinary Property Losses	F-13	0	
183	Preliminary Survey & Investigation Charges			
184	Clearing Accounts			
185 *	Temporary Facilities			
186	Miscellaneous Deferred Debits	F-14	0	0
187 *	Research & Development Expenditures			
190	Accumulated Deferred Income Taxes			
Total Deferred Debits			\$ 0	\$ 0
<b>TOTAL ASSETS AND OTHER DEBITS</b>			<b>\$ 388,218</b>	<b>\$ 398,357</b>

\* Not Applicable for Class B Utilities

**NOTES TO THE BALANCE SHEET**

The space below is provided for important notes regarding the balance sheet

- 1 Adjustment to previous year accumulated depreciation due to asset retirement for \$5,152. Did not flow through from wastewater balance sheet.
- 2 Adjustment to previous year Accounts Receivable Balance and Retained Earnings due to posting of prior period adjustment relating to employee theft issue.



UTILITY NAME: Tymber Creek Utilities, Incorporated

<b>YEAR OF REPORT</b> December 31, 2020
--

**COMPARATIVE BALANCE SHEET  
EQUITY CAPITAL AND LIABILITIES**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
<b>EQUITY CAPITAL</b>				
201	Common Stock Issued	F-15	\$ 100	\$ 100
204	Preferred Stock Issued	F-15	0	
202,205 *	Capital Stock Subscribed			
203,206 *	Capital Stock Liability for Conversion			
207 *	Premium on Capital Stock			
209 *	Reduction in Par or Stated Value of Capital Stock			
210 *	Gain on Resale or Cancellation of Reacquired Capital Stock			
211	Other Paid - In Capital			
212	Discount On Capital Stock			
213	Capital Stock Expense			
214-215	Retained Earnings	F-16	(160,755)	(158,212)
216	Reacquired Capital Stock			
218	Proprietary Capital (Proprietorship and Partnership Only)			
Total Equity Capital			\$ (160,655)	\$ (158,112)
<b>LONG TERM DEBT</b>				
221	Bonds	F-15		
222 *	Reacquired Bonds			
223	Advances from Associated Companies	F-17		
224	Other Long Term Debt	F-17		
Total Long Term Debt			\$ 0	\$ 0
<b>CURRENT AND ACCRUED LIABILITIES</b>				
231	Accounts Payable		67,992	33,464
232	Notes Payable	F-18	414,136	435,113
233	Accounts Payable to Associated Companies	F-18	21,142	42,969
234	Notes Payable to Associated Companies	F-18	0	0
235	Customer Deposits		15,252	14,572
236	Accrued Taxes	W/S-3	30,351	30,351
237	Accrued Interest	F-19	0	
238	Accrued Dividends			
239	Matured Long Term Debt			
240	Matured Interest			
241	Miscellaneous Current & Accrued Liabilities	F-20	0	
Total Current & Accrued Liabilities			\$ 548,873	\$ 556,469

\* Not Applicable for Class B Utilities

UTILITY NAME: Tymber Creek Utilities, Incorporated

<b>YEAR OF REPORT</b> December 31, 2020
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**COMPARATIVE BALANCE SHEET  
EQUITY CAPITAL AND LIABILITIES**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
<b>DEFERRED CREDITS</b>				
251	Unamortized Premium On Debt	F-13	\$ _____	\$ _____
252	Advances For Construction	F-20	_____	_____
253	Other Deferred Credits	F-21	_____	_____
255	Accumulated Deferred Investment Tax Credits			
Total Deferred Credits			\$ <u>0</u>	\$ <u>0</u>
<b>OPERATING RESERVES</b>				
261	Property Insurance Reserve		\$ _____	\$ _____
262	Injuries & Damages Reserve		_____	_____
263	Pensions and Benefits Reserve		_____	_____
265	Miscellaneous Operating Reserves			
Total Operating Reserves			\$ <u>0</u>	\$ <u>0</u>
<b>CONTRIBUTIONS IN AID OF CONSTRUCTION</b>				
271	Contributions in Aid of Construction	F-22	\$ 536,199	\$ 536,199
272	Accumulated Amortization of Contributions in Aid of Construction	F-22	(536,199)	(536,199)
Total Net CIAC			\$ <u>0</u>	\$ <u>0</u>
<b>ACCUMULATED DEFERRED INCOME TAXES</b>				
281	Accumulated Deferred Income Taxes - Accelerated Depreciation		\$ _____	\$ _____
282	Accumulated Deferred Income Taxes - Liberalized Depreciation		_____	_____
283	Accumulated Deferred Income Taxes - Other			
Total Accumulated Deferred Income Tax			\$ <u>0</u>	\$ <u>0</u>
<b>TOTAL EQUITY CAPITAL AND LIABILITIES</b>			\$ <u>388,218</u>	\$ <u>398,357</u>

# **EXHIBIT O**

**NOTICE OF APPLICATION FOR AUTHORITY TO TRANSFER WATER AND WASTEWATER  
CERTIFICATES OF AUTHORIZATION TO ANOTHER REGULATED UTILITY**

**DOCKET NO. \_\_\_\_\_**

**APPLICATION FOR TRANSFER OF WATER AND WASTEWATER SYSTEMS OF  
TYMBER CREEK UTILITIES, INCORPORATED, WATER CERTIFICATE 303-W, AND  
WASTEWATER CERTIFICATE NO. 252-S TO CSWR-FLORIDA UTILITY OPERATING  
COMPANY, LLC, IN VOLUSIA COUNTY**

**DATE OF CUSTOMER NOTICE — \_\_\_ / \_\_\_ / \_\_\_\_\_**

Notice is hereby given that CSWR-Florida Utility Operating Company, LLC (“Central States Water Resources”) has filed an Application for Approval of Transfer of the Water and Wastewater Systems of Tymber Creek Utilities, Inc. in Volusia County, Florida, pursuant to Section 360.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code.

Central States Water Resources is not requesting a change to rates, classifications, charges, or rules and regulations; therefore, your current rates will not be affected by this transfer. The Tymber Creek Utilities, Inc. water and wastewater systems provide service to the Tymber Creek Subdivision and the Lost Creek Subdivision and the surrounding community in the following described service territory in Volusia County, Florida:

The following is a simplified legal description of the Utility’s service territory. For the full legal description, please contact Central States Water Resources at the contact information below.

**WATER AND WASTEWATER LEGAL DESCRIPTION**

Township 14 South, Range 31 East, Section 31

That portion of the Southwest one-quarter of the Northeast one-quarter of Section 25, Township 14 South, Range 31 East, lying North of the Northerly top of bank of the Tomoka River and Easterly of Groover Branch Creek

Common Street Names Affected by Transfer: Amberwood Ct, Applegate Landing, Ashford Ct, Bay Pines Ct, Baymeadow Ct, Bayridge Ct, Baywater Ct, Becon Tree Ct, Bent Creek Lane, Black Oak Lane, Briarfield Ct, Cambridge Ct, Chimney Hill Pl, Cloverdale Ct, Coventry Ct, Creeksbridge Ct, Crestwood Ct, Fox Glen Ct, Gatewood Ct, Groover Creek, Hickory Hill Pl, Hollow Branch Crossing, Inglewood Ct, Lost Creek Ln, Mill Spring Pl, Millview Ct, Muddy Creek Ln, Oak Fern Circle, Raintree Ct, Ravenwood Ct, Ridge Field Pl, Sand Creek Ln, Snaresbrook Ct, Summerhaze Ct, Summerhill Ct, Suntree Ct, Tymber Run, Waterford Ct, Wheatfield Pl, Wicksfield Ct, Willow Bend Ln, Windrift Ct, Windwood Pl, Woodfield Ct, Woodstock Ct

For more information concerning this notice, please contact the Utility at the address below:

Central States Water Resources  
1650 Des Peres Rd., Suite 303  
St. Louis, MO 63131  
Office: (314) 736-4672  
Fax: (314) 736-4743  
Email address: [regulatory@cswrgroup.com](mailto:regulatory@cswrgroup.com)

Any objection to the application must be filed with the Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than thirty (30) days after the last date that the notice was mailed or published, whichever is later.