

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

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

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

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

The undersigned hereby makes application for the transfer of facilities and transfer of Wastewater Certificate No. 537-S in Okeechobee County, Florida, and submits the following information:

Part I Applicant Information

A. The utility/seller's certificated name, address, telephone number and, if applicable, tax number, email address, and website address. The utility's name should reflect the business and/or fictitious name registered with the Department of State's Division of Corporations:

**The Vantage Development Corporations
1595 SE 32nd Avenue
Okeechobee, Florida 34974
863-634-7261
Federal Employer ID: 59-1758161
Email: jrhaz@frontier.com
Website address: N/A
Wastewater Certificate No.: 537-S**

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

**Ouillie Joe Hazellief, Jr.
Post Office Box 245
Okeechobee, Florida 34973
863-634-7261
Email: jrhaz@frontier.com**

C. The buyer's name, address, telephone number, Federal Employer Identification Number, and, if applicable, tax number, email address, and website address and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new

utility name, should reflect the business and/or fictitious name registered with the Department of State's Division of Corporations:

Vantage Oaks Utility, LLC
10221 River Road, #59831
Potomac, MD 20859
202-838-6471
Federal Employer ID: 93-3008867
Email: homeoffice@parakeetcommunities.com
New Utility Name: Vantage Oaks Utility, LLC

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

F. Marshall Deterding, Esquire
Sundstrom & Mindlin, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
850-877-6555
mdeterding@sfflaw.com

E. The contact information of the person in possession of the books and records when the application is filed:

Stacy Rankin
4071 Southeast 24th Street
Okeechobee, Florida 34974
202-838-6471
homeoffice@parakeetcommunities.com

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

Limited Liability Company Document No. L23000383255

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

Vantage Oaks, LLC
Manager, 100%

H. Provide the date and state of incorporation of the buyer:

August 15, 2023 – Florida

Part II Transfer of Certificate

A. Description of Sale Agreement

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

Exhibit A attached hereto includes the Purchase and Sale Agreement for the entire Vantage Oaks Mobile Home Community including the utility as well as the closing documents that includes Assignment of the Agreement to a different Buyer. Exhibit B is the Bill of Sale whereby the wastewater utility assets have been transferred to the separate utility entity which will operate the system.

2. Provide the following documentation of the terms of the transfer:
 - a. The date the closing occurred or will occur:

June 30, 2022

- b. The purchase price and terms of payment:

The purchase price for the entire Vantage Oaks RV Park including the wastewater utility property was \$5,000,000. The buyer allocated \$3,700 of this to the purchase of the wastewater facilities in order to reflect an estimated of rate base at the date of transfer. The former purchase price is reflected in Exhibit A and the latter allocation is reflected in Exhibit B.

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

The listing and dollar amount of the utility assets purchased at original cost and rate base at the time of Closing is attached hereto as Exhibit C. No liabilities were assumed.

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

N/A; Cash purchase as noted above.

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

None of these items exist with regard to the wastewater utility.

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

The buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters to the extent those were disclosed to buyer at closing.

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

The buyer has been provided with the books and records of the seller as of the closing date.

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

The utility books and records will be maintained using the NARUC Uniform System of Accounts.

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

The utility books and records will be maintained at the utility office at 4071 Southeast 24th Street, Okeechobee, Florida.

B. Financial Ability

1. Exhibit D. Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.

The utility entity is a new entity and, as such, has no financial statements at this time. However, to show its ability to meet the financial ability requirements of the PSC statute and rules, we are attaching as Exhibit D, a balance sheet for the entity related to the utility that has ample net worth to assist the utility as needed with capital infusion.

2. Exhibit E Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount

of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' availability to provide funding, such as financial statements:

Attached hereto as Exhibit E is an affidavit from an officer for the utility affiliate outlined in Exhibit D above indicating that the related party will provide funds for the utility as and when needed.

C. Technical Ability

1. Provide the buyer's experience in water or wastewater industry:

Buyer has no prior experience in Florida regulated water and wastewater utility operation. However, Buyer and its affiliates have operated water and wastewater systems throughout the US and will employ the appropriate operational, technical and management personnel and contractors who are knowledgeable and experienced in such utility operation and who will ensure the continuous efficient and effective operation and management of the utility system.

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

See above. In addition, Buyer has enlisted the services of experienced contract operations personnel and consultants.

D. Territory Description, Public Interest, and Facilities

1. Exhibit F. Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029.

Attached hereto as Exhibit F is a legal description of the existing certificated service territory as previously approved by the Commission.

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

The transfer to the Buyer is in the public interest because Buyer has acquired all of the property served by the utility and, as such, is in the best position to ensure the efficient and effective operation and maintenance of the utility system going forward.

3. Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a

description of the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements:

After reasonable investigation, the Buyer has determined the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by DEP.

The DEP has issued a warning notice in March 2023. In August 2023 US Water submitted a detailed response to this warning letter which outlined the corrective actions taken by the utility. The utility believes that response resolves all of the issues raised by the DEP letter.

The utility's permit is due for renewal in September of 2023. The Buyer has filed the application for renewal as of March 28, 2023 and expects to receive approval of a new permit in the near future.

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

The parent company of the utility, which owns the mobile home park serviced by the utility, has elected to retain fee ownership of the land on which the wastewater treatment plant facilities are located. Instead, the landowner will grant a 99-year lease to the treatment plant site which will be recorded in the public records. A copy of the executed lease is attached hereto as Exhibit G.

5. Exhibit H. Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.

Attached hereto as Exhibit H is a copy of the current permit from the DEP and the application for permit renewal filed with DEP for the wastewater treatment facility.

6. Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.

See explanation under Section D 3 above.

7. Exhibit I. Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.

Attached hereto as Exhibit I is a copy of the utility's correspondence with DEP as outlined in D 3 above.

8. Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

This section is inapplicable as this is a wastewater only utility.

E. Proposed Tariff

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

Attached hereto as Exhibit J is the proposed tariff to reflect the new owner of the utility which incorporates all of the provisions of the tariff under the previous ownership.

F. Accounting Information

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

Attached hereto as part of Exhibit C is a proposed net book value of the system at the date of the transfer showing the changes in rate base since it was last established by the Commission for 2007 in Docket No. 20070074-SU and Order No. PSC-2007-0789-PAA-SU.

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

The Seller can provide as necessary the tax returns from the Seller, however, this is a mobile home park rental community and therefore there is no opportunity for write-off of the utility assets to cost of sales and as such the Buyer does not believe that the tax returns are necessary in this case.

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

The seller has paid all RAF fees and filed an annual report up through the closing date of June 30, 2022. The buyer has paid all RAF fees and filed an annual report for July 1-December 31, 2022. The buyer will be responsible for all such fees, costs and reports required after June 30, 2022.

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

This is the first FPSC regulated utility owned by the buyer; as such, no economies of scale are applicable.

G. Noticing Requirements

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

Attached hereto as Exhibit K is the draft proposed notice to conform to the requirements Rule 25-30.030, FAC, which the utility intends to distribute after approval by the Commission. The utility will then late file proof of noticing in compliance with that Rule as a late filed exhibit.

Part III Signature

Please sign and date the utility's completed application.

Respectfully submitted on this 26th day of September,
2023, by:

SUNDSTROM & MINDLIN, LLP

By:


F. MARSHALL DETERDING
Of Counsel

EXHIBITS

- A: Contract for sale and closing documents
- B: Bill of Sale for utility assets
- C: Listing and dollar amount of the utility assets purchased & statement of rate base at date of transfer
- D: Balance Sheet of Related Party
- E: Affidavit of entity which will provide funding to the utility
- F: Legal description of the proposed service area
- G: 99-Year Lease
- H: Permits from DEP
- I: DEP warning letter
- J: Tariff
- K: Draft Notice

EXHIBIT A

Contract for Sale and Closing Documents

UNSOLICITED OFFER AND PURCHASE AND SALE AGREEMENT (VANTAGE OAKS CAMPGROUND)

THIS UNSOLICITED OFFER AND PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of January 26, 2022 (the "**Agreement Date**"), by and between **The Vantage Development Corporation**, a Florida limited liability company, having a principal address at 1595 S.E. 32nd Avenue, Okeechobee, FL 34974 ("**Seller**"), and **Parakeet Acquisitions LLC**, a Florida limited liability company, or its assigns, having a mailing address of 3191 Grand Avenue #331774, Miami, Florida 33133 ("**Purchaser**").

RECITALS

A. Seller is the owner of fee simple title to Property (as defined below), commonly known as **Vantage Oaks Campground**, an RV Park containing 170 permitted pad sites ("**The RV Park**") and certain other improved and unimproved property located in Okeechobee County, Florida ("**Surrounding Lots**" collectively with the RV Park the "**Property**") and described on the attached **Exhibit "A"**.

B. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions of this Agreement.

C. Purchaser and Seller each acknowledge that Purchaser's offer to purchase the Property on the terms and conditions contained herein was unsolicited by Seller and that accordingly Seller shall be required to comply only with Section 723.071(2), Florida Statutes.

THEREFORE, in consideration of and in reliance upon the above Recitals, which by this reference are incorporated herein, the terms, covenants, conditions and representations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE OF PROPERTY

Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey and Purchaser agrees to purchase and acquire all of each Seller's right, title and interest (whether now or hereafter existing) in and to the following Property:

A. that certain real estate described in **Exhibit "A"**; together with all and singular the easements, covenants, agreements, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter belonging or appertaining, including any land lying in the bed of any street, alley, road or avenue (whether open, closed or proposed) within or otherwise adjoining the Land or any of it, any award made or to be made as a result of or in lieu of condemnation affecting the Property or any part thereof, and any award for damage to the Property or any part thereof by reason of casualty (all of the foregoing being included within the term "**Property**");

B. all of the buildings, structures, fixtures, facilities, installations and other improvements of every kind and description now or hereafter in, on, over and under the Property,

including, without limitation, any and all recreational buildings, structures and facilities, plumbing, heating, ventilating, air conditioning, mechanical, electrical and other utility systems, water and sewage treatment plants, facilities and systems (including wells and septic systems), parking lots and facilities, landscaping, roadways, sidewalks, swimming pools, security devices, signs and light fixtures that are not owned by the mobile home owners/tenants leasing lots in Vantage Oaks Campground (hereinafter referred to as the "tenants") and written or verbal Leases (as such term is hereinafter defined) (collectively, the "Improvements") (the Improvements being herein included in the references to the "Property");

C. 1 double wide manufactured home that is used as the office, furniture, furnishings, fixtures, equipment, machinery, vehicles and equipment, tools, parts, recreational equipment, carpeting, window treatments, office supplies and equipment, appliances, computer hardware, art work and other tangible personal property located at the Property or otherwise used primarily in the ownership of the Property, including, without limitation those items listed on Exhibit "A-1" attached hereto, all Chattel Mortgage and/or Notes due to Seller, and all Rent-to-Own Agreements (together with the intangible personal property described in Section 1(E) below, collectively, the "Personal Property");

D. all materials concerning the Property or any part thereof provided by Seller to Purchaser during the Inspection Period as described on the Exhibit "B" Seller's Due Diligence Deliverables;

E. the Leases and the Service Contracts (as each such term is hereinafter defined, and to the extent Purchaser has elected to assume pursuant to Section 8(D) herein), and all intangible personal property including, without limitation, claims, chooses in action, lease and other contract rights, names (including, without limitation the name "Vantage Oaks Campground", and other variations thereof), telephone exchange numbers, reservation and contact lists, manufacturers' and equipment warranties and guarantees, all accounts, certificates of occupancy, licenses, franchises, permits, authorizations, development rights, consents and approvals, bonds, claims and rights running to in connection with the ownership, use, construction, maintenance, operation or repair of the Property. A summary of all current leases and other rental/occupancy agreements affecting the Property (collectively, the "Leases") is attached hereto on Exhibit "C" (the "Rent Roll") and

F. A list of all service and maintenance agreements, and any other material agreements, contracts, licenses and permits, affecting or pertaining in any way to the Property or any part thereof (collectively, the "Service Contracts") shall be provided by Seller to Purchaser during the Inspection Period as described on the Exhibit "B" Seller's Due Diligence Deliverables.

2. PURCHASE PRICE

The total consideration to be paid by Purchaser to Seller for the Property is Five Million and No/100 Dollars (\$5,000,000.00) (the "Purchase Price"), which shall be paid as follows:

A. Earnest Money. Within three (3) business days after execution of this Agreement by Seller and Purchaser, Purchaser shall deliver to Fee, Yates & Fee, PLLC, at 400 NW. 2nd Street, Okeechobee, FL 34972, Frank H. Fee, III as escrow agent ("Escrow Agent"), wire

transferred Federal funds in the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “**Earnest Money**”). If the transaction contemplated by this Agreement closes in accordance with the provisions of this Agreement, at the Closing (as such term is hereinafter defined), the Earnest Money, shall be delivered by Escrow Agent to Seller and credited against the Purchase Price

B. Cash Balance. The balance of the Purchase Price, subject to the apportionments and other credits provided for in this Agreement, shall be paid by Purchaser to Escrow Agent by wire transfer for delivery to Seller at Closing.

C. Allocation of Purchase Price. Prior to Closing, Purchaser and Seller shall mutually agree to an allocation of the Purchase Price among (i) the Property, (ii) the Personal Property and (iii) intangible value and goodwill.

3. OPERATION OF PROPERTY THROUGH CLOSING

Through the Closing Date (as defined in Section 5A below), except as otherwise specifically provided in this Agreement, Seller shall: (i) manage and operate the Property in accordance with the Leases and Seller’s past business practices; (ii) not apply any security deposits, without the prior written consent of Purchaser; (iii) not sell, mortgage or otherwise transfer or dispose of all or any part of the Property or any interest therein; (iv) not consent or otherwise take any action with respect to zoning or any other governmental rules or regulations applicable to all or any part of the Property; (v) not terminate, modify, amend, extend or renew any Service Contract or Lease, or enter into any new Lease or new Service Contract that is not terminable as of the Closing Date, or institute any eviction proceedings; (vi) not deliver a 90 Day Notice of Increase in Lot Rental Amounts Pursuant to Section 723.037, Florida Statutes, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed; (vii) not increase or decrease the rents or any other fees charged to tenants pursuant to the existing Leases (viii) not make any changes to the rules and regulations or the leases or any prospectuses on file (collectively and individually, the “**Prospectus**”) with the DBPR; (ix) comply with all laws, ordinances, rules and regulations of any government, or any agency, and all agreements, covenants, conditions, easements and restrictions, relating to the Property and renew all licenses and permits prior to their expiration; (x) maintain in full force and effect all insurance coverages for the Property in effect as of the Agreement Date; and (xi) obtain and deliver to Purchaser a fully completed and duly executed Tenant Estoppel Certificates (defined herein) dated not earlier than thirty (30) days before the Closing Date from each commercial tenant.

4. STATUS OF TITLE TO PROPERTY

A. State of Title. At the Closing, Seller shall convey to Purchaser or Purchaser’s assignee or designee good and marketable fee simple title in and to the Property by Deed (as defined in Section 5B(i)(a) below). For the purposes of this Agreement, “good and marketable fee simple title” shall mean fee simple ownership, free of all claims, liens and encumbrances of any kind or nature whatsoever other than the following: (i) those covenants, conditions and restrictions of record and other matters which are reviewed and approved or deemed approved by Purchaser pursuant to Section 4(C) below, (ii) rights of tenants under the Leases, as tenants only pursuant to residential leases for one year or less; provided that any tenant rights of first refusal pursuant to Section 723.071, Florida Statutes (“Section 723.071”) shall not be deemed

permitted exceptions hereunder; the parties acknowledging that no such first refusal rights exist for an unsolicited offer to purchase pursuant to Section 723.071(2), Florida Statutes and Florida common law, and (iii) the lien of general real estate taxes not yet due or payable (the foregoing enumerated exceptions being hereinafter collectively referred to as the “**Permitted Exceptions**”).

B. Preliminary Evidence of Title. As specified below, Seller shall furnish Purchaser with, or Purchaser shall obtain, the following documents to evidence the condition of Seller’s title to the Premises:

(i) Promptly after the Agreement Date, Seller shall obtain, at Seller's sole cost, a commitment for an extended ALTA 2006 Owner’s Title Insurance Policy (the “**Title Commitment**”), issued by Escrow Agent (the “**Title Insurer**”), together with copies of all documents of record referred to in the Title Commitment. (“**Title Documents**”) At Closing, the Title Issuer shall commit to issue an Owner’s Title Insurance Policy which (A) insures that fee simple title to the Premises is vested in Purchaser as of the Closing Date, (B) expressly excludes an exception for any right of first refusal held by the tenants at the Property pursuant to Section 723.071, and (C) is subject only to the Permitted Exceptions (the “**Title Policy**”).

(ii) Purchaser shall, at Purchaser’s sole cost and expense, shall have the right to obtain additional searches in the name of Sellers or the Property (the “**Lien Searches**”)

(iii) Purchaser shall order, at Purchaser’s sole cost and expense, a current plat of survey (the “**Survey**”) of the Property.

C. Title Defects. Purchaser shall, prior to the expiration of the Inspection Period, notify Seller in writing (the “**Defect Notice**”) of those title matters, if any, which are not acceptable to Purchaser (collectively referred to as the “**Unpermitted Exceptions**”). If Purchaser fails to provide Seller with the Defect Notice on or before the expiration of the Inspection Period, then, all title matters set forth in the Title Commitment, shall be deemed “**Permitted Exceptions**” hereunder. Notwithstanding anything to the contrary contained in this Agreement, Sellers shall cure all monetary liens, deeds of trust, mortgages and all other encumbrances affecting the Property that can be satisfied by the payment of money (except for the lien of real property taxes not yet due and payable) (the “**Mandatory Cure Items**”) at Closing. With regard to Unpermitted Exceptions, Seller shall have fifteen (15) business days after receipt of Purchaser’s Defect Notice to deliver written notice to Purchaser that Seller has elected to either (i) cure such Unpermitted Exceptions on or before the Closing Date or (ii) not to cure such Unpermitted Exceptions. If Seller elects not to cure any or all of such Unpermitted Exceptions or if Seller does not deliver written notice to Purchaser of Seller’s election within the foregoing fifteen (15) business day period, Purchaser may, at its sole option, at any time thereafter, terminate this Agreement upon written notice to Seller and immediately receive from Escrow Agent the Earnest Money.

D. Updates. Purchaser may notify Seller in writing of any additional objections to any update to the Title Commitment, the Lien Searches or the Survey (the “**Additional**

Objections”). With respect to any Additional Objections, Seller shall have the same option to cure and Purchaser shall have the same option to terminate this Agreement.

5. CLOSING

A. Closing Date. The “Closing” of the transaction contemplated by this Agreement shall occur at a time mutually acceptable to both parties on the date that is on or before thirty (30) days after the expiration of the Inspection Period, time of the essence (subject to Section 9). Closing shall be conducted by Escrow Agent pursuant to written escrow instructions from each of the parties. Notwithstanding anything to the contrary in this Agreement, Purchaser shall be entitled to extend the Closing Date for up to one (1) thirty (30) day period (“**Extension Option**”), by providing written notice to Seller of its election to do so at any time prior to the then current Closing Date (“**Extension Notice**”). In the event Purchaser exercises its Extension Option, Purchaser shall, within three (3) business days after transmitting its Extension Notice to Seller, provide an additional One Hundred Thousand and 00/100 Dollar (\$100,000.00) Deposit to Escrow Agent (“**Extension Deposit**”). The Extension Deposit provided in accordance with the terms of this Section 5A shall be deemed part of the Earnest Money as defined herein.

B. Closing Documents.

(i) **Seller.** At the Closing, Seller shall deliver to Purchaser the following original items for the Property, each in form and substance acceptable to Purchaser:

(a) a special warranty deed (subject only to the Permitted Exceptions), (the “**Deed**”);

(b) a special warranty “as is” bill of sale for the Personal Property, (the “**Bill of Sale**”);

(c) a special warranty “as is” bill of sale (the “**Home Bill of Sale**”) transferring Seller’s interest in and to the double wide mobile home that is used as the office, together with titles and DHSMV documentation. Seller will provide Escrow Agent with the original Certificates of Title prior to the expiration of the Inspection Period. If Seller is unable to locate the titles during that time period, duplicate titles will be applied for and received prior to Closing at Seller’s expense.

(d) a notice letter to tenants in a form to be provided by Purchaser prior to Closing;

(e) any and all affidavits, certificates or other documents required by the Title Insurer in order to cause the Title Insurer to issue at the Closing the Title Policy including a “gap indemnity” and affidavit to delete all of the standard policy exceptions;

(f) a duly executed counterpart of an assignment in the form reasonably acceptable to Purchaser (the “**Assignment Agreement**”) of (i) the Leases for the Property, having attached thereto as an exhibit an updated Rent Roll certified by Seller as of the Closing Date as being true, accurate and complete in all material

respects, and all security and other deposits thereunder; (ii) those Service Contracts which Purchaser elects to assume pursuant to Section 8(D) hereof and (iii) the other items of intangible Personal Property referred to in Section 1(E) above;

(g) a duly executed counterpart of a Mutual Indemnity in the form reasonably acceptable to Purchaser and Seller (the "**Mutual Indemnity**");

(h) to the extent in Seller's possession, the originals of: all of the Leases, receipts for delivery of the Prospectus, all written Service Contracts assigned to Purchaser and any and all building plans, surveys, site plans, engineering plans and studies, utility plans, landscaping plans, development plans, blueprints, specifications and drawings, construction drawings, soil tests, environmental reports, and certificates of occupancy concerning all or any part of the Premises and in the possession or control of Seller, and all keys for the Property (all of the foregoing of which may be delivered at the Property);

(i) a seller's affidavit stating, under penalty of perjury, Seller's U.S. Taxpayer Identification Number and whether Seller is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code (the "**Code**");

(j) transfer documentary stamp tax returns and any sales tax returns as required by applicable law, the parties acknowledging that Seller shall pay all such transfer taxes and sales taxes pursuant to this Agreement;

(k) an affidavit in form and substance reasonably acceptable to Purchaser and the Title Insurer, certifying that Seller has provided the notice required by Section 723.071(2) or has otherwise complied with said Statute;

(l) a certificate stating that each of Seller's representations and warranties contained in this Agreement is true and correct in all material respects;

(m) a duly executed counterpart of the settlement statement (the "**Settlement Statement**"); and

(n) all other documents as are necessary for Seller to comply with its obligations under this Agreement, or as reasonably required by the Title Insurer.

(ii) Purchaser. Purchaser shall deliver or cause to be delivered to Seller at the Closing:

(a) the balance of the Purchase Price as required pursuant to Section 2(B) above;

(b) a duly executed counterpart of the Assignment Agreement;

(c) a duly executed counterpart of the Mutual Indemnity;

(d) a duly executed counterpart of the Settlement Statement; and

(e) all other documents as are reasonably necessary for Purchaser to comply with its obligations under this Agreement, or as reasonably required by Title Insurer.

C. Closing Prorations and Adjustments.

(i) For purposes of closing prorations, Purchaser shall be deemed the owner of the Property effective 12:01 a.m. on the Closing Date. The following items shall be prorated or adjusted as of the Closing Date:

(a) Real estate and personal property taxes and assessments for the year in which Closing occurs. If the amount of taxes or assessments for the year in question is not known, then the same shall be prorated on the basis of the most recent ascertainable bill(s) with the maximum discount applied, and the parties shall reprorate such taxes upon issuance of the actual bill therefore based on the maximum applicable discount. Non-ad valorem taxes shall be prorated on an October 1 to September 30 basis.

(b) All collected rents for the month of Closing shall be prorated as of the Closing Date to the extent collected by Seller. After Closing, Purchaser shall promptly remit to Seller any prorated amounts due to Seller for rents collected for the month of Closing. Any amounts collected after the Closing from a tenant shall be applied first to any rents and other tenant charges due for the month of Closing, second to any rents and other tenant charges which have accrued and are then due for any period from and after the Closing Date, and third to any rents and other charges due for periods prior to the month in which the Closing occurs. To the extent that Seller or Purchaser receives rents or other payments from tenants after the Closing Date, the same shall be held in trust by Seller or Purchaser, as the case may be, and shall be applied in the order of priority set forth in this Section 5(C)(i)(b). Delinquent rents shall not be adjusted, and shall be assigned to Purchaser at Closing.

(c) The amount of security and other deposits paid by tenants under the Leases, if any, together with interest thereon if required by law or otherwise, shall be credited to Purchaser.

(d) Water, electric, telephone and all other utility and fuel charges. To the extent possible, utility prorations shall be handled by meter readings on the day prior to the Closing Date (or, if earlier, the day prior to the date Purchaser is deemed the owner of the Property), and if not practicable, the parties shall assume equal per diem use over the period of the billing and shall prorate such bills promptly after receipt of such bills.

(e) Amounts due and prepayments under the Service Contracts being assumed by Purchaser.

(f) Annual filing fees for the DBPR and fees for assignable licenses and permits.

(g) Other expenses of operation and similar items.

Any proration that must be estimated at the Closing shall be reprorated and finally adjusted within twelve (12) months after the Closing Date, otherwise all prorations shall be final. This obligation to reprorate shall survive the Closing.

(ii) Purchaser shall be responsible for obtaining the transfer or issuance of all licenses and permits (to the extent transferable) and Seller shall use commercially reasonable efforts to cooperate with Purchaser's efforts to cause the licenses and permits to be transferred or new licenses and permits to be issued to Purchaser, but at no material out of pocket cost or expense to Seller.

D. Closing Costs. Seller shall pay (i) the fees of any counsel representing Seller in connection with this transaction; (ii) any costs that may be required to clear matters of record in accordance with Article 4 of this Agreement; (iii) any transfer tax, documentary stamp tax or similar tax which becomes payable by reason of the transfer of the Property, sales tax payable in connection with the transfer of any personal property, ; (iv) the cost of the Title Search and examinations associated with said searches; (v) one-half the cost of any escrow fee charged by Escrow Agent for the Closing; and (vi) the premium of the Title Policy together with the cost of any endorsements to the title Policy requested by Purchaser. Purchaser shall pay (i) the fees of any counsel representing Purchaser in connection with this transaction; (ii) one-half of any escrow fee which may be charged by Escrow Agent; (iii) the cost of any lien searches requested by Purchaser; (iv) the premium for any simultaneous title insurance policy and endorsements required by Purchaser's lender, if any; and (v) the cost to record the Deed.

E. Possession. Upon consummation of the Closing, Seller shall deliver to Purchaser full and complete possession of the Property, subject only to the rights of tenants under the Leases and the Permitted Exceptions.

6. CASUALTY LOSS AND CONDEMNATION.

If, prior to the Closing, the Property or any part thereof shall be destroyed or damaged by fire or other casualty, or any condemnation proceedings are instituted, or notice of intent to condemn is given, with respect to all or any portion of the Property Sellers shall promptly notify Purchaser in writing. Purchaser shall have the option either to (i) terminate this Agreement upon written notice to Sellers within fifteen (15) days after delivery of Seller's notice to Purchaser of the event upon which Purchaser shall receive a return of the Earnest Money, or (ii) consummate the transaction contemplated by this Agreement notwithstanding such destruction or condemnation. If Purchaser elects to consummate the transaction contemplated by this Agreement due to a casualty, then Purchaser shall receive a credit against the Purchase Price equal to the amount of the deductible under Sellers' insurance policies (to the extent not satisfied by Sellers prior to Closing), and Sellers shall assign to Purchaser its right, title and interest in and to any insurance proceeds received or to be received as a result of such event. If Purchaser elects to consummate the transaction contemplated by this Agreement due to a condemnation, then Purchaser shall receive a credit against the Purchase Price equal to the amount of any condemnation award received by Seller prior

to Closing or Seller shall provide Purchaser with an assignment of the right to the condemnation award to be received by Seller after Closing as a result of such event.

7. REPRESENTATIONS AND WARRANTIES

A. Seller's Representations. Seller represents and warrants to Purchaser that the following are true and correct as of the Agreement Date and as of the Closing Date:

(i) There is no action, proceeding or investigation pending or, to Seller's knowledge, threatened against Seller or the Property before any court or governmental department, commission, board, agency, or instrumentality.

(ii) The Property is in good condition and repair, and there are no violations of any zoning, building, fire, or health code or any other law, ordinance, rule or regulation applicable to any Property or the office mobile home or any part thereof, including Chapter 723 Florida Statutes, and federal laws regarding manufactured home communities, as applicable. The RV Park is duly licensed for the number of RV Pad sites set forth in Recital (A) on the first page of this Agreement and the Surrounding Lots are legally conforming as to their current use and zoning characteristics. The RV Park's use as a rv park is a legally permitted use under the applicable zoning laws and the Property is in full compliance with such zoning laws. On the Closing Date, Seller shall have all current licenses, certificates of occupancy to the extent required by governmental authorities and any and all permits (whether zoning, board of health, local or otherwise) necessary to use, operate or lease each Property, all in good standing all of which shall be transferred to Purchaser at Closing. To Seller's knowledge, the Prospectuses for the Property, of which true, correct and complete copies have been made available to Purchaser pursuant to Section 8(A) hereof, have been timely filed with the DBPR and conform to applicable laws and regulations and other applicable requirements of the State of Florida. Seller has not received any written notices of default with respect to any such Prospectuses, and Seller has not received written notice of any pending complaint or administrative proceeding with the DBPR.

(iii) Neither the execution and delivery of this Agreement nor its performance will conflict with or result in the breach of any contract, agreement, law, ordinance, rule or regulation to which Seller is a party or by which Seller or the Property is bound.

(iv) Seller has not received from any governmental authority any written notice of, and to Seller's knowledge, there is no plan, study or effort by any governmental authority or agency that in any way affects or would affect the present use or zoning of the Property and there is no existing or proposed plan to widen or realign any street or highway or any existing or, to Seller's knowledge, proposed or contemplated eminent domain proceedings that would affect the Property in any way whatsoever.

(v) Seller has provided copies of all licenses, certificates, permits and authorizations received by Seller from any governmental authority.

(vi) No tenant, or any other person or entity, has an option to purchase any part of the Property.

(vii) With respect to the Property or any part thereof, there are no unpaid taxes, fees or assessments of any kind or nature whatsoever that are delinquent or otherwise due and payable, except as otherwise disclosed to Purchaser in the amount of [_____] , which shall be paid prior to or at Closing. All fees and expenses required to be paid in connection with the development and zoning of the Property have been paid in full including all impact or other fees. There are no agreements with any Chapter 723 homeowner's association, any governmental or quasi-governmental authorities, agencies, or utilities with respect to the Property or any portion thereof which would bind the Property following the Closing.

(viii) To Seller's knowledge, the income and expense statements and other financial information and books and records to be provided to Purchaser pursuant to this Agreement are true and correct in all material respects as of the date therein specified and shall present fairly the financial condition and operating results of the Property.

(ix) To Seller's knowledge, the Property has not been used for the storage or use of Hazardous Materials except in accordance and in compliance with any Federal, State or local laws, regulations, rules, court orders or rulings, or ordinances relating to the protection of health, safety or the environment. For purposes of this Agreement, the term "**Hazardous Materials**" shall include hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), petroleum and petroleum products and any other hazardous or toxic materials, substances or wastes regulated under any Federal, State or local laws, regulations, rules, court orders or rulings, or ordinances relating to the protection of health, safety or the environment. With the exception of all matters and improvements associated with the operation of the water and sanitary sewer/wastewater treatment facilities on the Property, Seller has no knowledge of any underground storage tanks located on the Property, and no underground storage tanks have been removed from the Property during Seller's ownership of the Property. To Seller's knowledge, no portion of the Property is located in an area that has been designated a wetlands or other environmental protection area. Seller has not received written notice of any pending or threatened claim arising out of or related to any violations of any Federal, State or local laws, regulations, rules, court orders or rulings, or ordinances relating to protection of health, safety or the environment. To Seller's knowledge, there are no Hazardous Substances over, beneath, in or on the Premises or any portion thereof, from any source whatsoever, and there is no threat of the presence of any Hazardous Substances over, beneath, in or on the Premises or any portion thereof, from any source whatsoever.

(x) Except for the Service Contracts to be provided by Seller to Purchaser pursuant to **Exhibit "B"** attached hereto, there are no contracts of construction, employment, parking, maintenance, commission, management, leasing, service, supply or otherwise in effect and entered into by Seller that will affect the Property after Closing. Seller has provided Purchaser with true, correct and complete copies of all Service Contracts, including all amendments and modifications thereof, prior to the execution of this Agreement by Purchaser and Seller. To Seller's knowledge, Seller has not received any written notice of any claim against Seller for default or termination in connection with any Service Contract.

(xi) The Rent Roll attached hereto as **Exhibit "C"** includes all existing Leases for all tenants on the Premises, and is true, complete (defined as containing the information required by **Section 1(E)** above), and correct in all material respects (and the updated Rent Roll to be delivered to Purchaser as of the Closing Date pursuant to **Section 5(B)(i)(h)** shall be true, complete and correct in all material respects as of the Closing Date). Copies of all Leases, including all amendments and documents relating thereto, together with copies of any rules and regulations applicable thereto, that are in Seller's possession or control have been delivered to Purchaser prior to the execution of this Agreement or have been made available at the Property for review. Each of the Leases is in full force and effect, no tenant is an affiliate of Seller and the rights of each lessee thereunder are as tenants only. Except as set forth on the Rent Rolls and Leases to be provided by Seller to Purchaser pursuant to **Exhibit "B"**, (a) all rental and other payments due under the Leases as of the Agreement Date have been paid in full, (b) no rents or other payments have been collected more than one (1) month in advance, (c) there has been no default by Seller, or, to Seller's knowledge, by the tenants under the Leases, (d) there are no rent concessions or abatements and (e) there are no eviction proceedings against any tenants on the Property under the Leases. Except as set forth on the Rent Roll, no other party has the right to occupy any portion of the Property. There are no Leases with a term of more than one (1) year including but not limited to, no 99 year Leases or lifetime leases affecting the Property.

(xii) To Seller's knowledge, there are no written agreements with any tenant, group of tenants, or homeowners' association, or any judgments, orders, writs, injunctions, decrees or written agreements of or with any court, governmental or administrative agency, or tribunal having jurisdiction, which restrict increases in the lot rental amount, require adjustments to the lot rental amount, or require improvements to be made to the Property, other than the Leases and the Prospectuses provided by Seller to Purchaser or on file with the Florida Department of Business and Professional Regulation.

(xiii) The water and septic system for the Property complies with applicable laws and regulations and Seller has received no notice that the water or sanitary sewer system is in violation of an applicable laws and regulations, and there is no requirement that the sanitary sewer system be altered or connected to the municipal, county, or other public system other than as exists as of the Agreement Date.

(xiv) The Property is serviced by a public water system, and by electric, gas and other utilities for the Property which comply with applicable laws and regulations and Seller has received no notice that the water system is in violation of any applicable laws and regulations. There is no requirement that the water system be connected to the municipal, county, or other public system other than as exists as of the Agreement Date.

B. For the purposes of this Section 7, any references to "Seller's knowledge" shall refer to the present, actual knowledge of the individual managers, officers and/or shareholders or members of Seller. The foregoing representations and warranties of Seller shall survive the Closing for a period of twelve (12) months following the Closing (the "**Survival Period**").

C. If, after the Agreement Date, Seller obtains knowledge that would cause any previously accurate representation or warranty to become false or misleading, Seller shall

immediately inform Purchaser in writing and Purchaser shall have a period of five (5) business days within which to terminate this Agreement, in which case, unless Seller is in default pursuant to Section 12(A) hereof (in which case Purchaser's remedies shall be governed by Section 12(A) hereof), the Earnest Money shall be returned to Purchaser and the parties shall have no further obligations pursuant to this Agreement except those that expressly survive termination. If Purchaser does not so terminate, the applicable representation or warranty shall be deemed updated so as to disclose and exclude the information set forth in Seller's notice to Purchaser.

8. PURCHASER'S DUE DILIGENCE

A. **Seller's Deliverables.** On or before ten (10) days of the Agreement Date, Seller shall furnish copies of all items set forth of **Exhibit "B"** attached to this Agreement, to the extent such items are in Seller's possession or control.

B. **Purchaser's Inspection.** Following the Agreement Date, Purchaser and its agents or representatives shall have the right to enter upon the Property for the purpose of examining, inspecting, and testing the Property upon reasonable advance notice of not less than two (2) business days to Seller (to be delivered via electronic mail to Frank H. Fee, III at the following [email:kammons@feeyateslaw.com](mailto:kammons@feeyateslaw.com). Purchaser's right to inspect the Property shall be subject to the rights of tenants in and to the Property. It is understood and agreed that Purchaser shall be entitled to perform such inspections and other examinations of the Property as Purchaser deems necessary or desirable (including, without limitation, any tests, studies, investigations, inspections, and other examinations of physical and environmental conditions of the Property, including but not limited to a Phase I and if recommended, a Phase II environmental inspection). Purchaser shall promptly restore the Property to substantially the same condition as it was in immediately prior to such investigations or inspections. Purchaser shall indemnify, defend, and hold Seller, its manager, officers and members, (collectively, including Seller, the "**Seller Indemnified Parties**") harmless from and against any and all liens, claims, losses, liabilities, damages, costs, and expenses actually incurred (including reasonable attorneys' fees and court costs) (collectively, "**Losses**") which any of the Seller Indemnified Parties have suffered or sustained directly out of Purchaser's investigations or inspections of the Property. Notwithstanding anything to the contrary contained in this Agreement, Purchaser's indemnification obligations as set forth herein shall not apply to any Losses resulting from a condition existing at the Property prior to any entry by Purchaser onto the Property or as a result of negligence or willful misconduct of any of the Seller Indemnified Parties.

C. **Inspection Period.** Purchaser shall have sixty (60) days after both of the following has occurred; (i) delivery of all Sellers' Due Diligence Deliverables as described on **Exhibit "B"** and Purchaser's receipt of the Title Commitment, Title Documents and Survey and (ii) Purchaser has acknowledged receipt of Seller's Due Diligence Deliverables, Title Commitment and Title Documents by written notice to Seller delivered within three (3) days after Purchaser's receipt of all of the foregoing, to inspect the Property and review all of the documents and other information provided by Seller pursuant to this Agreement and **Exhibit "B"** and to pursue financing for the purchase of the Property (as the same may be extended, the "Inspection Period") but no later than 120 days from execution of this Agreement. If for any reason whatsoever Purchaser determines that the Property is unsuitable for its purposes, in Purchaser's sole discretion, for any reason or no reason, Purchaser shall have the right to terminate this Agreement upon written

notice to Seller prior to the expiration of the Inspection Period (the “**Notice of Termination**”), in which event the Earnest Money shall be immediately delivered by Escrow Agent to Purchaser, and this Agreement, in its entirety, shall, without further action of the parties, be deemed null, void and of no further force and effect and neither party shall have any rights or obligations under this Agreement, except for those that expressly stated to survive termination of this Agreement. If Purchaser does not terminate this Agreement by providing to Seller a Notice of Termination prior to the expiration of the Inspection Period, as extended, if applicable, then Purchaser shall be deemed to have elected to keep this Agreement in full force and effect and to proceed to Closing subject to the terms and conditions of this Agreement.

D. Service Contracts. Prior to the expiration of the Inspection Period, Purchaser shall notify Seller in writing of those Service Contracts that Purchaser elects to assume from and after Closing. Notwithstanding anything contained herein to the contrary, Seller agrees to cause Seller’s existing sales and property management agreements to be terminated effective as of the Closing Date.

9. CONDITIONS PRECEDENT

The obligations of Purchaser under this Agreement are contingent and conditional upon the following conditions precedent, the failure of any of which shall, at the election of Purchaser and after the return to Purchaser of the Earnest Money, render this Agreement null and void:

- (i) Each and every representation and warranty of Seller contained herein is true and correct in all material respects as of the Closing.
- (ii) As of the Closing, Seller shall have fully performed and satisfied each and every obligation, term and condition to be performed and satisfied by Seller under this Agreement.
- (iii) A final examination of the title to the Property shall disclose no title exceptions except for the Permitted Exceptions. In addition, the Title Insurer shall be prepared to issue to Purchaser the Title Policy.
- (iv) Seller shall have furnished Purchaser with a then current certified rent roll which does not disclose rent more than 10% less than the rent shown on the Rent Roll attached hereto as **Exhibit "C"**.
- (v) There shall have been no material adverse changes in the physical or economic condition of the Property from the date of this Agreement to the date of Closing.

10. BROKERAGE

Purchaser and Seller each acknowledge that Purchaser’s offer to purchase the Property on the terms and conditions contained herein was unsolicited by Seller and neither Purchaser nor Seller have had any dealings with any persons, firm, broker or finder in connection with the negotiation of this Agreement. Purchaser and Seller do each hereby indemnify and hold the other harmless from and against any cost, expense or liability for compensation, commission or charges

which may be claimed by any broker, finder or other party by reason of any actions of the indemnifying party. This Section 10 shall survive the Closing.

11. DEFAULT AND REMEDIES

A. Purchaser's Remedies. Notwithstanding anything to the contrary contained in this Agreement, if Seller is in breach or default of any of its obligations or agreements hereunder when performance is required, or if Seller otherwise fails to perform in accordance with the terms of this Agreement, or if a Seller's representations contained in this Agreement were false or misleading in any material respect when made, at Purchaser's option, Purchaser may elect to (i) terminate this Agreement, in which case the Earnest Money, shall be returned to Purchaser (at which time this Agreement, in its entirety, shall, without further action of the parties, be deemed null, void and of no further force and effect and neither party shall have any rights or obligations under this Agreement, except for those that expressly stated to survive termination of the Agreement), (ii) sue for specific performance of this Agreement, or (iii) waive such default and proceed to Closing hereunder. If there is a default by Seller, and Purchaser elects to terminate this Agreement and recover the Earnest Money, Seller shall reimburse Purchaser for Purchaser's out-of-pocket costs and expenses (including reasonable attorneys' fees as determined by a court of competent jurisdiction) incurred in connection with Purchaser's due diligence investigations, the negotiation and execution of this Agreement, in an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000). If specific performance is unavailable because Seller wrongfully conveys title to the Property to a person or entity other than Purchaser, then Purchaser may pursue any remedy allowed by law or in equity including, but not limited to, the right to sue Seller for damages. In the event of a default by Seller of which Purchaser is not aware prior to Closing, including, without limitation, a breach of any representation or warranty not discovered until after Closing, Purchaser shall be entitled to exercise any and all rights and remedies at law or in equity.

B. Seller's Remedies. If Purchaser fails to deliver the Purchase Price at Closing, such failure shall constitute a default by Purchaser hereunder and Seller shall have the right to terminate the Agreement, and the Earnest Money shall be forfeited to Seller as liquidated damages (which shall be Seller's sole and exclusive remedy against Purchaser), at which time this Agreement shall be null, void and of no further force and effect and neither party shall have any rights or obligations under this Agreement. Seller acknowledges and agrees that (i) the Earnest Money is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered as a result of having subjected the Property to the terms of this Agreement and the failure of the Closing to occur due to a default by Purchaser under this Agreement; (ii) the actual damages suffered and costs incurred by Seller as a result of such failure to close due to a default of Purchaser under this Agreement would be extremely difficult and impractical to determine; (iii) Purchaser seeks to limit its liability under this Agreement to the amount of the Earnest Money in the event the Closing does not occur due to a default of Purchaser under this Agreement; and (iv) the Earnest Money shall be and constitute valid liquidated damages.

12. MISCELLANEOUS

A. This Agreement shall not be canceled or merged into the Deed upon consummation of the Closing.

B. Neither this Agreement nor any interest hereunder shall be assigned or transferred by Seller except in connection with a like-kind exchange. Purchaser may assign or otherwise transfer its interest under this Agreement, including, without limitation, the right to purchase any portion or parcel of the Property or any portion of the Mobile Home & RV Inventory, as identified by Purchaser at any time prior to Closing, to any partner(s) or affiliate(s) of Purchaser, or to any entity that is owned in whole or in part by Purchaser, or in connection with a like-kind exchange. As used in this Agreement, the term "Purchaser" shall be deemed to include any assignee or other transferee of Purchaser. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

C. This Agreement constitutes the entire agreement between Seller and Purchaser with respect to the Property and shall not be modified or amended except in a written document signed by Seller and Purchaser. Any prior agreement or understanding between Seller and Purchaser concerning the Property is hereby rendered null and void, and both parties hereto waive any and all claims or actions they may have pursuant to any prior agreement or understanding. All Exhibits attached to this Agreement are hereby incorporated herein and made a part of this Agreement.

D. Time is of the essence of this Agreement.

E. All questions regarding the construction, validity and interpretation of this Agreement shall be governed and interpreted in accordance with the laws of the State of Florida.

F. All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and delivered (i) by overnight courier such as UPS or Federal Express, or (ii) by certified mail, return receipt requested, postage prepaid, or (iii) by electronic mail addressed as follows:

If to Seller:

The Vantage Development Corporation
Mr. Joe Hazellief
1595 SE 32nd Avenue
Okeechobee, FL 34974
jrhazellief@gmail.com

With a copy to attorney for Seller:

Fee, Yates & Fee, PLLC
Frank H. Fee, III
c/o Karin Ammons
400 N.W. 2nd Street
Okeechobee, FL 34972
863-763-3131
kammons@feeyateslaw.com

If to Purchaser:

Parakeet Acquisitions LLC
3191 Grand Avenue, #331774
Miami, Florida 33133
Attention: Jon Wyss
Email: jon@parakeetacquisitions.com

With a copy to attorney for Purchaser:

Woods Oviatt Gilman LLP
1900 Bausch & Lomb Place
Rochester, New York 14604
Telephone: 585-987-2890
Attn: Mark Lawrence, Esq.
EMAIL: mlawrence@woodsoviatt.com

If to Escrow Agent:

Fee, Yates & Fee, PLLC
Frank H. Fee, III
c/o Karin Ammons
400 N.W. 2nd Street
Okeechobee, FL 34972
863-763-3131
kammons@feeyateslaw.com

All notices given in accordance with the terms hereof shall be deemed received (A) the next business day if sent by overnight courier, (B) with two (2) business days after posting if sent by certified mail (C) upon transmission if sent by electronic mail. Either party hereto may change its address for receiving notices, requests, demands or other communications by notice sent in accordance with the terms of this Section 12(F).

G. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, executed counterparts of this Agreement may be delivered by facsimile or other reliable electronic means (including emails of .pdf documents), and such

facsimile or other electronic transmission shall be valid and binding for all purposes when transmitted to and actually received by the other party.

H. While Seller has no knowledge that radon is present at the Property, under Florida law it is required to give the following notice: Pursuant to Florida Statutes 404.056(8), Purchaser is hereby notified that radon is a naturally occurring radioactive gas, that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time and that levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health department.

I. In connection with any dispute arising under this Agreement, including, but not limited to, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

J. Venue for any legal proceeding hereunder shall be in Okeechobee County, Florida.

K. The parties shall have the right to structure the transaction as a forward or reverse exchange thereof for other real property of a like-kind to be designated by the exchanging party so long as: (i) any costs and expenses shall be borne by the exchanging party; (ii) the exchanging party shall indemnify and hold harmless the cooperating party from and against any and all liabilities, costs, damages, claims or demands arising from the cooperation of such party in effecting the exchange contemplated hereby, and (iii) such exchange shall not result in any delay in closing the transaction contemplated by this Agreement.

L. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of such performance shall be extended to the next business day.

M. Unless this Agreement has been terminated, Seller shall not solicit, accept, negotiate or otherwise pursue any offers to purchase the Property.

N. Confidentiality.

(i) Purchaser and Seller, for the benefit of each other, hereby agree that neither of them will permit to be publicly announced or disclosed, in any manner whatsoever, the terms, conditions or substance of this Agreement or the transactions contemplated herein, without first obtaining the consent of the other party hereto. However, each party consents to any disclosure of this Agreement which is required by law. This Section 12(N)(i) shall survive Closing. Seller and Purchaser shall indemnify and defend and hold each other harmless from and against any and all claims, debts, demands, liabilities, costs, expenses, penalties, damages and losses, including reasonable attorneys' fees, asserted against, incurred or suffered directly arising out of any breach of this Section 12(N)(i).

O. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR IN CONNECTION WITH ANY MATTERS WHATSOEVER ARISING OUT OF THIS AGREEMENT.

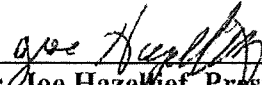
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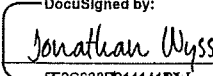
IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

SELLER:
The Vantage Development Corporation


By: Joe Hazellief, President
Date: January 18, 2022.

PURCHASER:

Parakeet Acquisitions LLC, a
Florida limited liability company

DocuSigned by:
By: 
Name: Jonathan Wyss
Title: Member

Date: January 26, 2022.

EXHIBIT A
LEGAL DESCRIPTION
VANTAGE DEVELOPMENT

THE FOLLOWING VACANT LOTS:

1. 1-25-37-35-0130-00120-1000 4186 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 100
2. 1-25-37-35-0110-00100-000C SE 40TH AVE OKEECHOBEE TREASURE ISLAND UNIT 10 RESERVED AREA IN PB 5 PG 22 E OF BLUE HERON BLVD & S OF EGRET DRIVE
3. 1-25-37-35-0120-00110-0750 4432 SE 23RD CT OKEECHOBEE TREASURE ISLAND UNIT NO. 11 ADDITION (PLAT BOOK 5 PAGE 53) LOT 75
4. 1-25-37-35-0120-00110-0790 4532 SE 23RD ST OKEECHOBEE TREASURE ISLAND UNIT NO. 11 ADDITION (PLAT BOOK 5 PAGE 53) LOT 79
5. 1-25-37-35-0120-00110-0800 4533 SE 23RD CT OKEECHOBEE TREASURE ISLAND UNIT NO. 11A (PLAT BOOK 5 PAGE 56) LOT 80
6. 1-25-37-35-0120-00110-0850 4415 SE 23RD CT OKEECHOBEE TREASURE ISLAND UNIT NO. 11A (PLAT BOOK 5 PAGE 56) LOT 85
7. 1-25-37-35-0130-00120-1110 4432 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 111
8. 1-25-37-35-0130-00120-1120 4458 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 112
9. 1-25-37-35-0130-00120-1130 4482 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 113
10. 1-25-37-35-0130-00120-1140 4504 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 114
11. 1-25-37-35-0130-00120-1150 4542 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 115
12. 1-25-37-35-0130-00120-1160 4543 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 116
13. 1-25-37-35-0130-00120-1170 4505 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 117
14. 1-25-37-35-0130-00120-1200 4433 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 120
15. 1-25-37-35-0130-00120-1210 4415 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 121
16. 1-25-37-35-0130-00120-1220 4391 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 122
17. 1-25-37-35-0130-00120-1230 4369 SE 22ND CT OKEECHOBEE TREASURE ISLAND UNIT NO. 12 (PLAT BOOK 5 PAGE 65) LOT 123
18. 1-25-37-35-014A-00130-1340 4142 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT

- NO. 13 (PLAT BOOK 5 PAGE 76) LOT 134
19. 1-25-37-35-014A-00130-1350 4164 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 135
 20. 1-25-37-35-014A-00130-1360 4186 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 136
 21. 1-25-37-35-014A-00130-1370 4208 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 137
 22. 1-25-37-35-014A-00130-1380 4232 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 138
 23. 1-25-37-35-014A-00130-1390 4254 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 139
 24. 1-25-37-35-014A-00130-1400 4276 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 140
 25. 1-25-37-35-014A-00130-1410 4300 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 141
 26. 1-25-37-35-014A-00130-1420 4322 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 142
 27. 1-25-37-35-014A-00130-1430 4344 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 143
 28. 1-25-37-35-014A-00130-1440 4368 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 144
 29. 1-25-37-35-014A-00130-1450 4390 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 145
 30. 1-25-37-35-014A-00130-1460 4414 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 146
 31. 1-25-37-35-014A-00130-1470 4432 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 147
 32. 1-25-37-35-014A-00130-1480 4458 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 148
 33. 1-25-37-35-014A-00130-1490 4482 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 149
 34. 1-25-37-35-014A-00130-1500 4504 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 150
 35. 1-25-37-35-014A-00130-1510 4526 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 151
 36. 1-25-37-35-014A-00130-1520 4558 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 152
 37. 1-25-37-35-014A-00130-1530 4559 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT
NO. 13 (PLAT BOOK 5 PAGE 76) LOT 153

38. 1-25-37-35-014A-00130-1540 4533 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 154
39. 1-25-37-35-014A-00130-1550 4505 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 155
40. 1-25-37-35-014A-00130-1560 4483 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 156
41. 1-25-37-35-014A-00130-1570 4459 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 157
42. 1-25-37-35-014A-00130-1580 4433 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 158
43. 1-25-37-35-014A-00130-1590 4415 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 159
44. 1-25-37-35-014A-00130-1600 4391 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 160
45. 1-25-37-35-014A-00130-1610 4369 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 161
46. 1-25-37-35-014A-00130-1620 4345 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 162
47. 1-25-37-35-014A-00130-1630 4323 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 163
48. 1-25-37-35-014A-00130-1640 4301 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 164
49. 1-25-37-35-014A-00130-1650 4277 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 165
50. 1-25-37-35-014A-00130-1660 4255 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 166
51. 1-25-37-35-014A-00130-1670 4233 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 167
52. 1-25-37-35-014A-00130-1680 4211 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 168
53. 1-25-37-35-014A-00130-1690 4187 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 169
54. 1-25-37-35-014A-00130-1700 4165 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 170
55. 1-25-37-35-014A-00130-1710 4143 SE 21ST CT OKEECHOBEE TREASURE ISLAND UNIT NO. 13 (PLAT BOOK 5 PAGE 76) LOT 171

THE WASTE WATER TREATMENT PLANT DESCRIBED AS:

1-25-37-35-0A00-00005-A000 2265 SE 40TH AVE OKEECHOBEE DESCRIBED AS:
A PORTION OF SECTION 25, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF TREASURE ISLAND UNIT NO. 7, AS RECORDED IN PLAT BOOK 3, PAGE 60, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST LINE OF SAID TREASURE ISLAND UNIT NO. 7, A DISTANCE OF 345.0 FEET; THENCE EAST ALONG A LINE PARALLEL WITH AND 330.0 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF TREASURE ISLAND UNIT 6, AS RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, A DISTANCE OF 1225.0 FEET; THENCE NORTH A DISTANCE OF 85.27 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 41°06'00" WEST ALONG A LINE PARALLEL WITH AND 30.0 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF GOVERNMENT LOT 5, OF SAID SECTION 25, A DISTANCE OF 1207.24 FEET; THENCE EAST A DISTANCE OF 833.61 FEET; THENCE SOUTH A DISTANCE OF 800.0 FEET; THENCE EAST A DISTANCE OF 75.0 FEET; THENCE SOUTH A DISTANCE OF 30.0 FEET; THENCE WEST A DISTANCE OF 115.0 FEET; THENCE SOUTH A DISTANCE OF 79.73 FEET TO THE POINT OF BEGINNING. SAID LAND SITUATE IN OKEECHOBEE COUNTY, FLORIDA. LESS LAND IN TREASURE ISLAND UNIT 11.

RV PARK CONSISTING OF 170 RV SPOTS, LAUNDRY, COMMUNITY CENTER, AND OFFICE DESCRIBED AS FOLLOWS:

1-25-37-35-0A00-00005-B000 4345 SE 26TH ST OKEECHOBEE DESCRIBED AS:

A PORTION OF SECTION 25, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 7, TREASURE ISLAND UNIT #6, AS RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE EAST A DISTANCE OF 25.0 FEET; THENCE NORTH, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH A DISTANCE OF 465.0 FEET; THENCE EAST, A DISTANCE OF 1544.5 FEET, MORE OR LESS, TO THE CENTER LINE OF MOSQUITO CREEK; THENCE SOUTHERLY, ALONG SAID CENTER LINE, A DISTANCE OF 500.00, MORE OR LESS, TO THE NORTH LINE OF SAID

TREASURE ISLAND UNIT #6; THENCE WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1063.61 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SAID LANDS SITUATE, IN OKEECHOBEE COUNTY, FLORIDA.

PARKING LOT FOR LAUNDRY AND MAIL BOXES DESCRIBED AS FOLLOWS:

1-25-37-35-0A00-00010-C000 4345 SE 26TH ST OKEECHOBEE DESCRIBED AS:

A PORTION OF LOT 1, TREASURE ISLAND UNIT NO. 6, AS RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 25, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE BEAR WEST ALONG THE SOUTH LINE OF LOT 2 IN SAID TREASURE ISLAND UNIT NO. 6, A DISTANCE OF 25.00 FEET; THENCE BEAR NORTH A DISTANCE OF 60.00 FEET; THENCE BEAR EAST, ALONG A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOTS 2 AND 1, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE BEAR NORTH A DISTANCE OF 100.00 FEET; THENCE BEAR EAST A DISTANCE OF 100.00 FEET; THENCE BEAR SOUTH A DISTANCE OF 100.00 FEET; THENCE BEAR WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-1"

(8714649:)21

Exhibit "B"

**SELLER'S DUE DILIGENCE DELIVERABLES
(Vantage Oaks)**

No.: Due Diligence Item:

1. Blueprints, plans and all written documentation pertaining to all existing as-built, including grading, utilities, common area facilities, etc, if any.
2. List of all vendors used at the property for such things as plumbing, electrical, minor repairs, road work, etc.
3. Schedule of current employee salaries and related benefits.
4. A list of all Tangible Personal Property owned by Seller on or utilized for the Property including copies of all certificates of title or origin or Bills of Sale therefore. All documentation including, but not limited to copies of all certificates of title or origin or Bills of Sale for the Mobile Home & RV Inventory, if any.
5. Copies of all real estate and personal property tax bills for the prior three (3) years and all correspondence relating to said real estate or personal property tax bills.
6. Schedule of all utility bills with vendor name, account number and payments for the prior three (3) years, if any.
7. Deleted. (none)
8. Aged receivables report.
9. Copies of all permits and licenses (front and back), including certificate(s) of occupancy.
10. Copies of all warranties still in effect.
11. Deleted. (none)
12. Operating financial statements for the prior three (3) years.
13. Deleted.

14. General ledger reports for the prior three (3) years.
15. Current Leases, Rent Roll and Leases, Rent Rolls and all documentation reflecting rents paid for the prior three (3) years reflecting rental income for the Premises.
16. Tenant correspondence, including rent increase notices, advertisements, tenant applications, tenant reports, applications for residency and all credit or background reports obtained in connection with said applications, tenant work orders or maintenance requests, and security complaints (or security log, if this is the methodology for tracking security complaints/incidents) within the last year.
17. Existing environmental, engineering, soil testing reports, if any.
18. Master plans of the original and any expansion areas as submitted to local authorities for permits and approvals.
19. Deleted.
20. Property personnel files.
21. Deleted. (none)
22. Insurance certificates, policies and insurance loss runs for the Property for the previous three (3) years.
23. Deleted. (none)
24. Copies of all Rules and Regulations.

Exhibit "C"

RENT ROLL

{8714649: }24

Exhibit D
Surrounding Lots

Name	StreetNum	StreetName	STRAP	Total_Acre	Use	Appr_Valu	Tax_Value	Sale1_Date
THE VAN'	4186	SE 22ND	1-25-37-35-0130-00120-1000	0.189	VACANT	7500	7500	2/1/1980
THE VAN'	4142	SE 21ST	1-25-37-35-014A-00130-1340	0.183	VACANT	7500	7500	2/12/1980
THE VAN'	4143	SE 21ST	1-25-37-35-014A-00130-1710	0.183	VACANT	7500	7500	2/12/1980
THE VAN'	4164	SE 21ST	1-25-37-35-014A-00130-1350	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4165	SE 21ST	1-25-37-35-014A-00130-1700	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4186	SE 21ST	1-25-37-35-014A-00130-1360	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4187	SE 21ST	1-25-37-35-014A-00130-1690	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4208	SE 21ST	1-25-37-35-014A-00130-1370	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4211	SE 21ST	1-25-37-35-014A-00130-1680	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4232	SE 21ST	1-25-37-35-014A-00130-1380	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4233	SE 21ST	1-25-37-35-014A-00130-1670	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4254	SE 21ST	1-25-37-35-014A-00130-1390	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4255	SE 21ST	1-25-37-35-014A-00130-1660	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4276	SE 21ST	1-25-37-35-014A-00130-1400	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4277	SE 21ST	1-25-37-35-014A-00130-1650	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4300	SE 21ST	1-25-37-35-014A-00130-1410	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4301	SE 21ST	1-25-37-35-014A-00130-1640	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4322	SE 21ST	1-25-37-35-014A-00130-1420	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4323	SE 21ST	1-25-37-35-014A-00130-1630	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4344	SE 21ST	1-25-37-35-014A-00130-1430	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4345	SE 21ST	1-25-37-35-014A-00130-1620	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4368	SE 21ST	1-25-37-35-014A-00130-1440	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4369	SE 21ST	1-25-37-35-014A-00130-1610	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4390	SE 21ST	1-25-37-35-014A-00130-1450	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4391	SE 21ST	1-25-37-35-014A-00130-1600	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4414	SE 21ST	1-25-37-35-014A-00130-1460	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4415	SE 21ST	1-25-37-35-014A-00130-1590	0.189	VACANT	7500	7500	2/12/1980
THE VAN'	4432	SE 21ST	1-25-37-35-014A-00130-1470	0.189	VACANT	7500	7500	2/12/1980

THE VAN'	4433 SE 21ST	1-25-37-35-014A-00130-1580	0.189 VACANT	7500	7500	2/12/1980
THE VAN'	4458 SE 21ST	1-25-37-35-014A-00130-1480	0.189 VACANT	7500	7500	2/12/1980
THE VAN'	4459 SE 21ST	1-25-37-35-014A-00130-1570	0.189 VACANT	7500	7500	2/12/1980
THE VAN'	4482 SE 21ST	1-25-37-35-014A-00130-1490	0.189 VACANT	7500	7500	2/12/1980
THE VAN'	4483 SE 21ST	1-25-37-35-014A-00130-1560	0.189 VACANT	7500	7500	2/12/1980
THE VAN'	4504 SE 21ST	1-25-37-35-014A-00130-1500	0.189 VACANT	7500	7500	2/12/1980
THE VAN'	4505 SE 21ST	1-25-37-35-014A-00130-1550	0.189 VACANT	7500	7500	2/12/1980
THE VAN'	4526 SE 21ST	1-25-37-35-014A-00130-1510	0.187 VACANT	7500	7500	2/12/1980
THE VAN'	4533 SE 21ST	1-25-37-35-014A-00130-1540	0.188 VACANT	7875	7875	2/12/1980
THE VAN'	4558 SE 21ST	1-25-37-35-014A-00130-1520	0.64 VACANT	7875	7875	2/12/1980
THE VAN'	4559 SE 21ST	1-25-37-35-014A-00130-1530	0.797 VACANT	7500	7500	2/12/1980
THE VAN'	4369 SE 22ND	1-25-37-35-0130-00120-1230	0.189 VACANT	7500	7500	2/1/1980
THE VAN'	4391 SE 22ND	1-25-37-35-0130-00120-1220	0.189 VACANT	7500	7500	2/1/1980
THE VAN'	4415 SE 22ND	1-25-37-35-0130-00120-1210	0.189 VACANT	7500	7500	2/1/1980
THE VAN'	4432 SE 22ND	1-25-37-35-0130-00120-1110	0.189 VACANT	7500	7500	2/1/1980
THE VAN'	4433 SE 22ND	1-25-37-35-0130-00120-1200	0.189 VACANT	7500	7500	2/1/1980
THE VAN'	4458 SE 22ND	1-25-37-35-0130-00120-1120	0.189 VACANT	7500	7500	2/1/1980
THE VAN'	4482 SE 22ND	1-25-37-35-0130-00120-1130	0.189 VACANT	7500	7500	2/1/1980
THE VAN'	4504 SE 22ND	1-25-37-35-0130-00120-1140	0.189 VACANT	7500	7500	12/1/1985
THE VAN'	4505 SE 22ND	1-25-37-35-0130-00120-1170	0.188 MOBILE F	51714	49939	5/2/2001
THE VAN'	4542 SE 22ND	1-25-37-35-0130-00120-1150	0.758 VACANT	7875	7875	2/1/1980
THE VAN'	4543 SE 22ND	1-25-37-35-0130-00120-1160	0.755 VACANT	7875	7875	2/1/1980
THE VAN'	4415 SE 23RD	1-25-37-35-0120-00110-0850	0.189 VACANT	7500	7500	2/1/1985
THE VAN'	4432 SE 23RD	1-25-37-35-0120-00110-0750	0.189 VACANT	7500	7500	5/1/1984
THE VAN'	4532 SE 23RD	1-25-37-35-0120-00110-0790	0.772 VACANT	7875	7875	2/12/1980
THE VAN'	4533 SE 23RD	1-25-37-35-0120-00110-0800	0.678 VACANT	7875	7875	2/21/1980
THE VAN'	4345 SE 26TH	1-25-37-35-0A00-00005-B000	14.62 RV/MH,PK	1788901	1353878	8/1/1976
THE VAN'	4345 SE 26TH	1-25-37-35-0A00-00010-C000	0.5 REPAIR SI	26644	26644	1/7/2000
THE VANTAGE DEV	SE 40TH	1-25-37-35-0110-00100-000C	0.629 VACANT	37500	37500	8/19/1976
THE VAN'	2265 SE 40TH	1-25-37-35-0A00-00005-A000	8.46 UTILITIES	197881	197881	8/1/1976

EXHIBIT B

Bill of Sale for Utility Assets

**BILL OF SALE OF UTILITY SYSTEM
BY VANTAGE OAKS, LLC
TO VANTAGE OAKS UTILITY, LLC.**

KNOW ALL MEN BY THESE PRESENTS that VANTAGE OAKS, LLC (hereinafter "Seller") for the sum of THREE THOUSAND SEVEN HUNDRED DOLLARS (\$3,700.00) and other good and valuable considerations paid by VANTAGE OAKS UTILITY, LLC (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Purchaser, its successors and assigns, each and every portion of the sanitary sewer system described in the plans attached hereto as Exhibit "B" and constructed by Seller to service the real property described on Exhibit "A" attached hereto (hereinafter "Utility System"), both tangible and intangible, and such rights and obligations, whether contractual or not, as more fully set forth in the following paragraphs. The Purchaser hereby purchases, and the Seller hereby sells, for the purchase price and upon the terms, and subject to the conditions and provisions hereof, the following personalty, known as "purchased assets" of the Seller:

- (1) All easements, licenses, rights-of-way and consents owned by Seller for the construction, operation and maintenance of the Utility System.
- (2) All sewage treatment and collection facilities of every kind and description whatsoever, including but not limited to lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, meters, meter boxes, service connections, and all other physical facilities and property installations installed in connection with the Utility System constructed by the Seller, to provide sewer utility service to the parcel of real property described on Exhibit "A" attached hereto.
- (3) All certifications, immunities, privileges, permits, licenses, license rights, easements, consents, grants, ordinances, leaseholds, rights-of-way, and all rights to construct, maintain and operate plants and systems for the collection and transmission of sewage, and every right of every character whatever in connection therewith; all agencies for the provision of sewer services, and all renewals, extensions, additions or modifications of any of the foregoing.
- (4) All past and current Utility records, files, books, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information required by Purchaser for the operation of the Utility System.
- (5) All other property, rights and obligations not otherwise listed which are used in the operation of the Utility System.
- (6) All warranties by third parties respecting completed or in-progress construction work, including professional engineering warranties.

Seller, its successors and assigns, hereby covenants that it is the lawful owner of the above-referenced property and that it has good right to, and hereby does, sell the same to the Purchaser, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF the parties have caused their names to be hereunto subscribed this 31st day of August, 2023.

ATTEST:

VANTAGE OAKS, LLC



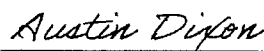
By: Austin Berk

Title: Authorized Signer

STATE OF FLORIDA)
COUNTY OF Miami-Dade

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Austin Berk, to me known to be the person described in the foregoing instrument, and who executed the foregoing instrument and who acknowledged before me that he executed same for the purposes therein stated on behalf of said corporation.

WITNESS my hand and official seal this 31st day of August, 2023.



Notary Public Florida
My Commission Expires:

December 12, 2026

EXHIBIT C

**Listing & Dollar Amount of the Utility Assets Purchased &
Statement of Rate Base at date of transfer**

UTILITY NAME: The Vantage Development Corporation

YEAR OF REPORT June 30, 2022

WASTEWATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization	\$	\$	\$	\$
352	Franchises				
353	Land and Land Rights	10,350			10,350
354	Structures and Improvements	15,425			15,425
355	Power Generation Equipment				
360	Collection Sewers - Force				
361	Collection Sewers - Gravity	159,781			159,781
362	Special Collecting Structures				
363	Services to Customers				
364	Flow Measuring Devices	2,314			2,314
365	Flow Measuring Installations				
370	Receiving Wells				
371	Pumping Equipment	15,935			15,935
380	Treatment and Disposal Equipment	143,018			143,018
381	Plant Sewers				
382	Outfall Sewer Lines				
389	Other Plant and Miscellaneous Equipment	395			395
390	Office Furniture and Equipment				
391	Transportation Equipment				
392	Stores Equipment				
393	Tools, Shop and Garage Equipment				
394	Laboratory Equipment				
395	Power Operated Equipment				
396	Communication Equipment				
397	Miscellaneous Equipment				
398	Other Tangible Plant				
	Total Wastewater Plant	\$ 347,218	\$	\$	\$ 347,218 *

* This amount should tie to sheet F-5.

Vantage Oaks Utility LLC
Schedule of Wastewater Rate Base AT Time of Transfer

	Gross Plant In Service (1)	Land & Land Rights	Accumulated Depreciation	Net Plant In Service	CIAC	Amortization of CIAC	Wastewater Rate Base
2006 Per SARC	336,868	-	(140,291)	196,577	(135,538)	85,925	146,964
2007	336,868	-	(145,128)	191,740	(135,538)	88,888	145,090
2008	336,868	-	(149,965)	186,903	(135,538)	91,851	143,216
2009	336,868	-	(165,621)	171,247	(135,538)	95,239	130,948
2010	336,868	-	(210,045)	126,823	(135,538)	98,577	89,862
2011	336,868	-	(225,702)	111,166	(135,538)	101,915	77,543
2012	336,868	-	(241,359)	95,509	(135,538)	105,253	65,224
2013	336,868	-	(257,016)	79,852	(135,538)	108,591	52,905
2014	336,868	-	(272,673)	64,195	(135,538)	111,929	40,586
2015	336,868	-	(288,330)	48,538	(135,538)	115,267	28,267
2016	336,868	-	(303,987)	32,881	(135,538)	118,617	15,960
2017	336,868	-	(319,644)	17,224	(135,538)	121,955	3,641
2018	336,868	-	(321,833)	15,035	(135,538)	125,293	4,790
2019	336,868	-	(326,425)	10,443	(135,538)	128,631	3,536
2020	336,868	-	(330,995)	5,873	(135,538)	131,869	2,204
2021	336,868	-	(332,630)	4,238	(135,538)	135,307	4,007
6/30/2022	336,868	-	(333,201)	3,667	(135,538)	135,538	3,667

EXHIBIT D

Balance Sheet of Related Party

Balance Sheet

Consolidated Parakeet Hold Co
As of 06/30/23 (accrual basis)

ASSETS

Bank		
10000 Cash		931,751.69
Total Bank		<u>931,751.69</u>
Accounts Receivable		
12000 Accounts Receivable		13,223,333.47
Total Accounts Receivable		<u>13,223,333.47</u>
Other Current Asset		
4011 Pass-through		25,000.00
13000 Pre Paid Fees & Services		7,324,002.27
14000 Investments		1,011,610.07
17500 Refundable Deposits		141,939.44
18000 Undeposited Funds		938,483.83
18001 Paylease Adjustments		1,204.69
18500 Payroll Clearing		7,512.87
18600 Point of Sale Clearing		860,893.89
Total Other Current Asset		<u>10,310,647.06</u>
Fixed Asset		
16000 Long Term Assets		124,419,864.20
Total Fixed Asset		<u>124,419,864.20</u>
Other Asset		
15000 Closing Costs		3,072,741.05
17000 Pending Deal Realated Costs		862,653.80
16500 Goodwill		40,867,862.00
Total Other Asset		<u>44,803,256.85</u>
TOTAL ASSETS		<u><u>193,688,853.27</u></u>

LIABILITIES & EQUITY

Liabilities

Accounts Payable		
21000 Accounts Payable		12,220,288.40
21800 Florida Sales Tax Payable		-143,068.26
Total Accounts Payable		<u>12,077,220.14</u>
Credit Card		
20000 Credit Card Accounts		-409,342.36
Total Credit Card		<u>-409,342.36</u>
Other Current Liability		
22000 Accrued Expenses		657,148.78
23000 Security Deposits		198,908.26
25000 Mortgage Payable		110,332,630.10
23300 Future Deposits		195,206.11
Total Other Current Liability		<u>111,383,893.25</u>
Total Liabilities		123,051,771.03

EXHIBIT D

Equity	
31000 Owner Contribution	156,311,827.01
32000 Retained Earnings	-3,578,733.96
36000 LP Distributions	-6,000.00
31200 Parakeet Owner Distributions	-77,879,730.00
Income	
30000 Net Income	-3,210,280.81
Total Income	<u>-3,210,280.81</u>
Total Equity	<u>70,637,082.24</u>
TOTAL LIABILITIES & EQUITY	<u><u>193,688,853.27</u></u>

EXHIBIT E

Affidavit of entity which will provide funding to the utility

AFFIDAVIT

I, Austin Berk, am the Chief Executive Officer of Parakeet MHC, LLC. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that the grandparent company will provide or assist Vantage Oaks Utility, LLC in securing necessary funding to meet all reasonable capital needs and any operating deficits of the Utility, which may arise as the result of the Utility's operation of a certificated water and wastewater Utility in its PSC certificated service territory. Such funding will be provided on an as and when needed basis.

Austin Berk

Austin Berk, Chief Executive Officer
Parakeet MHC, LLC.

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 22nd day of November, 2023, by Austin Berk, who is personally known to me or who has produced Driver's License as identification.

Austin Dixon

Print Name Austin Dixon
Notary Public
State of Florida at Large
My Commission Expires: December 12, 2026

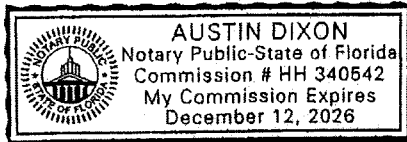


EXHIBIT F
Legal Description

ORDER NO. PSC-05-0498-FOF-SU
DOCKET NO. 040801-SU
PAGE 5

Attachment A

The Vantage Oak Development Corporation

Okeechobee County

Wastewater Service Area

Serving Parts of Treasure Island and The Vantage Oaks RV Park

Township 37 South, Range 35 East

Section 25

Begin at the Northeast corner of Section 25, Township 37 South, Range 35 East. Thence run due South along the East line of said section a distance of about 1,690 feet. Thence run due West about 510 feet to the Point of Beginning (POB). Said point also, the Northeast corner of lot 153 of Treasure Island Unit 13. Thence continue due West a distance of 1,645.56 feet to the East Right of Way line of Everglades Blvd/S.E. 40th Avenue. Thence continue due West across Everglades Blvd/S.E. 40th Avenue a distance of 70 feet. Thence due South a distance of 35 feet. Thence due West a distance of 110 feet. Thence due South a distance of 35 feet. Thence North 88° West a distance of 830 feet. Thence South 41° East a distance of 1,195 feet. Thence due South 95 feet. Thence due West a distance of 1,205 feet. Thence due South a distance of 330 feet. Thence due East a distance of 1352 feet to the West Right of Way line of S.E. 40th Avenue. Thence continue due East across S.E. 40th Avenue a distance of 70 feet. Thence continue due East a distance of 1,050 feet to Mosquito Creek. Thence along Mosquito Creek the following 10 courses to the Northeast corner of the Vantage Oaks Development. 1. North 49° East a distance of 50 feet. 2. North 19° East a distance of 45 feet. 3. North 62° East a distance of 80 feet. 4. North 78° East a distance of 70 feet. 5. North 59° East a distance of 60 feet. 6. North 39° East a distance of 100 feet. 7. North 64° East a distance of 180 feet. 8. North 44° East a distance of 80 feet. 9. North 19° East a distance of 60 feet. 10. North 27° West a distance of 70 feet, (or meander along Mosquito Creek about 760 feet to the Northeast corner of the Vantage Oaks Development.) Thence the following 5 courses to the POB. 1. East a distance of 30 feet. 2. North 25° West a distance of 195 feet. 3. North 5° East a distance of 291 feet. 4. North 6° East a distance of 295 feet. 5. North 24° East a distance of 159 feet to the POB.

EXHIBIT G

99-Year Lease

**99-YEAR LEASE AGREEMENT FOR
WASTEWATER TREATMENT FACILITIES**

This 99-Year Lease for Wastewater Treatment Facilities (the "Lease") is made and entered into between Vantage Oaks, LLC (the "Lessor") and Vantage Oaks Utility, LLC (the Lessee), dated as of the 31st day of August, 2023.

RECITALS:

A. Lessor is the owner of the real property in Okeechobee County, Florida operated as the Vantage Oaks RV Park.

B. Lessee is the owner of certain wastewater facilities including wastewater collection mains, transmission facilities, pumping stations, a treatment plant and disposal system (the "Wastewater Treatment System"). The Wastewater Treatment System is sometimes hereafter collectively referred to as the "System". The System is located within the boundaries of the wastewater certificated area granted by the Florida Public Service Commission and service. Lessee's service area is more particularly described and outlined in Exhibit A hereto.

C. The "Leased Premises" upon which the wastewater treatment facilities, the well, the effluent pond and the spray fields are outlined in Exhibit B hereto.

D. Lessor has agreed to lease the Leased Premises to Lessee pursuant to a Lease Agreement, the terms of which grant Lessee the right to lease the Leased Premises from Lessor; to grant a separate non-exclusive perpetual easement and rights of way through, under, over, on and across the Vantage Oaks RV Park to patrol, inspect, alter, improve, repair, rebuild, remove, replace, construct, reconstruct, operate and maintain System and other attachment, fixtures, equipment, and accessories desirable in connection therewith over, under, through, upon and across the Vantage Oaks RV Park at such places, streets, parcels and lots as may be necessary for efficient delivery of utility services to all occupants in the Vantage Oaks RV Park, and to assign such existing easements to Lessee as may be necessary for the foregoing purposes.

E. Lessor acknowledges that Lessee is the sole and exclusive provider of wastewater utility service to the Vantage Oaks RV Park and Lessee acknowledges that it is capable of providing utility services to the residents and the common areas of the Vantage Oaks RV Park.

F. Lessor and Lessee desire to set forth herein the terms and conditions under which the Lessee shall be granted the sole and exclusive right to use the Leased Premises to operate and maintain the System so that Lessee can continue to provide wastewater utility services to the residents of the Vantage Oaks RV Park.

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

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

1. **AGREEMENT TO LEASE.** Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases the Leased Premises exclusively to Lessee and Lessee does hereby hire and take the Leased Premises from Lessor.

2. **TERM.** To have and to hold for a term of ninety-nine (99) years, unless sooner terminated, as provided hereinbelow. The term of this lease shall commence on the date on which the last of the parties executes the Agreement below ("Effective Date") and shall expire ninety-nine (99) years from that date. Notwithstanding any other provisions of this Agreement, this Lease shall terminate immediately upon Lessee's discontinuing use of the Leased Premises for operation of wastewater utility purposes subject to the requirements as outlined in Paragraph 29 hereof.

3. **RENTAL.** The rent reserved under this Agreement shall be as follows:

(a) Annual rental of \$1,035 per year, payable on the first day of each year. Such rental payment is based upon the calculation as contained in Exhibit C hereto.

(b) The annual rental amounts in subparagraph (a) above shall be subject to increase based upon the increase for the most recent 3 calendar years in the Consumer Price Index (as hereinafter defined) commencing on the thirty-seventh (37) month from the date of this Agreement. Every three (3) years thereafter, rental amounts shall be increased to an amount equal to the increase in the Consumer Price Index for the previous three years which shall be determined every three (3) years and paid at the new rental rate adjusted by the cumulative increase over the prior three (3) years. "Consumer Price Index" shall mean the Consumer Price Index which is presently designed as the United States City Average for All Urban Consumers, All Items, with a base period equaling 100 in 1982-84. In the event the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index chosen by Lessor as a comparable and recognized index of the purchasing power of the United States consumer dollar published by the United States Department of Labor or other governmental agency.

(c) Failure of Lessor to implement the allowed increases in annual rentals as provided for herein for any 3 year period shall not prevent Lessor from implementing or increase in such rents based upon the cumulative increase in the Consumer Price Index at any time Lessor decides to enforce the right to an increase in rent.

(d) Real estate taxes (both ad valorem taxes and non ad valorem taxes) and special assessments, if any, shall be paid by Lessee.

(e) Personal property taxes on the System, and necessary license and occupational fees, insurance, repair, maintenance and compliance costs for the System shall be paid by Lessee.

4. **CONDITION OF PREMISES.** The Premises are leased subject to any and all conditions that an accurate examination of the Premises would disclose, Lessee agreeing to indemnify Lessor against any and all claims for personal injury or property damage to Lessee's property caused by any defects in the Premises.

5. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, now encumbering the Premises, or which Lessor may at any time place against the Premises. Lessee agrees to execute such documents as may be requested by any mortgagee to evidence the subordination contained herein; provided, however, that as a condition of such subordination, the holder of such mortgage shall be required to agree with Lessee that, notwithstanding the foreclosure of such mortgage, Lessee's occupancy of the Premises shall not be disturbed so long as Lessee is not in default hereunder and agrees to perform all obligations owed to Lessor hereunder for the benefit of such Mortgagee.

6. **REPAIR OF PREMISES.** Lessee will keep the Premises in a clean and sanitary condition during the term of this Lease and any renewal terms, at Lessee's expense, and will comply with all governmental ordinances and directions of proper public officers in connection with such maintenance during the term of this Lease.

7. **NET LEASE.** It is the intent of Lessor and Lessee that this Lease be a "Triple Net Lease", meaning that Lessee shall be responsible for the payment of all insurance, utilities, repairs, maintenance, replacement, sales and use taxes, property taxes and charges and impositions relative to the Premises and/or Lessee's use and occupancy thereof, except that Lessee shall not be responsible for the payment of any mortgages or other liens placed upon the premises by Lessor nor for the payment of any income taxes of Lessor.

8. **ALTERATIONS BY LESSEE.** Lessor agrees that Lessee may make, at its own expense, any alterations, repairs, replacements or additions to the improvements on the Premises, provided:

(a) Lessee shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules, regulations and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of Fire Insurance Underwriters; and,

(b) The Premises shall at all times be kept free and clear of all mechanic's, materialmen's, labor or other liens or claims of liens, and Lessee agrees to indemnify and save harmless Lessor from all claims, demands and liability, including damage to person or property arising out of or in connection with any such work; and,

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

9. **UTILITIES.** Lessee shall pay for all utility services supplied to the Premises for the benefit of Lessee and shall pay all charges for the collection of refuse from the Premises.

10. **LICENSES, FEES AND TAXES.** Lessee shall pay all state, county, municipal, occupational or other licenses, fees and taxes which may be imposed upon the business or occupation of Lessee conducted on or from the Premises and shall pay any tax imposed by the

State of Florida on rentals. Lessee covenants to promptly pay when due all real property taxes and tangible personal property taxes relating to the Premises. If the tenancy hereof shall end before rendition of a tax bill for such year, Lessee will pay to Lessor Lessee's pro-rata portion of such taxes based upon the assessments for the prior year.

11. **USE.** The Premises may be used for any and all legal purposes so long as such use does not change the character of the Premises. Except as hereinafter provided, Lessee shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances, in or upon, or connected with, Lessee's use of the Premises. Lessee will not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void.

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

12. **REPRESENTATIONS OF LESSOR.** Lessor represents that as of the Commencement Date, the Premises complies with all applicable laws, ordinances, statutes, regulations, orders, rules and restrictions relating thereto (the "Applicable Laws"), and that the Premises and the existing and prior uses thereof (including any uses by its former Lessees) has not prior to the Commencement Date and does not currently violate the provisions of any Applicable Laws relating thereto. If the Premises at any time fails to be in compliance with the Applicable Laws based upon the actions or inactions of Lessor prior to the Commencement Date, Lessee shall notify Lessor of such lack of compliance and, within seven (7) days of such notice, Lessor shall take all necessary measures to bring the Premises into compliance with the Applicable Laws.

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

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

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

14. **DESTRUCTION BY CASUALTY.** In the event of damage or destruction to the Premises, or any portion thereof, by fire or other cause, Lessee shall have the option to repair or restore the same, as the case may be, at Lessee's expense, or to terminate this Lease.

If termination is elected, the provisions of Section 29 hereof shall become applicable.

15. **CONDEMNATION**. In the event that any portion of the Premises or all of the Premises are taken under condemnation proceedings, or by sale under threat of condemnation, Lessee shall have no right to any portion of the condemnation award, except for Lessee's utility property (as discussed herein). If the portion of the Premises taken is such that Lessee is not materially affected in the conduct of Lessee's business, then this Lease shall continue in full force and effect with no abatement of the obligations of Lessee hereunder as though such property was not taken. If, on the other hand, the taking of a portion of the Premises is such as to materially affect the conduct of Lessee's business, then and in that event, Lessee shall have the right to terminate this Lease, subject to the provisions of an equitable abatement of rent hereunder.

16. **ENTRY UPON PREMISES**. Lessee agrees that Lessor may at any reasonable time or times during the business hours of Lessee, enter upon the Premises for the purpose of inspecting the same, or to make necessary repairs where Lessor is obligated to make such repairs or where Lessee is delinquent in making repairs it is obligated to make.

17. **ASSIGNMENTS AND SUBLETTING**. Lessee shall not sublet the Premises or assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld.

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

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

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

- (a) Treat this Lease as terminated and resume possession of the Premises,

having immediate right of reentry, and may remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee; or

(b) Lessor may retake possession of the Premises for the account of Lessee and relet the Premises; or,

(c) Lessor may stand by and do nothing and shall have the right to sue Lessee for any sums or obligations due hereunder.

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

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

19. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS.** In the event Lessor shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Lessee to perform one or more of the covenants herein contained to be kept and performed by Lessee, then in such event, the sum or sums so paid by Lessor, together with all interest, expense or obligations incurred by Lessor, shall be considered as additional rent and shall be due and payable from Lessee to Lessor.

20. **NOTICES.** All notices to be given to Lessee shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed to Lessee at:

Vantage Oaks Utility, LLC
10221 River Road, Ste 59831
Potomac, MD 20859

Notices and rental payments hereunder to be given to Lessor shall be given in a like manner and addressed to Lessor at:

Vantage Oaks, LLC
10221 River Road, Ste 59831
Potomac, MD 20859

or such other address as Lessor shall hereafter designate in writing. Notice shall be deemed to have been given upon receipt if given by personal delivery or three (3) days after deposit in the mail if mailed.

21. **WAIVER.** In the event Lessor does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies

that Lessor shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Lease.

22. **SUCCESSORS AND ASSIGNS.** The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.

23. **INVALIDITY OF ANY PROVISIONS.** If any term, covenant, condition or provision of this Lease shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

24. **MISCELLANEOUS.** The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.

25. **HAZARDOUS SUBSTANCES.** Lessee shall indemnify, protect and hold harmless Lessor and each of its respective subsidiaries from and against all costs and damages incurred by Lessor in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) the operations of the Lessee after the Commencement Date and (ii) the activities of third parties affiliated with Lessee or invited on the Premises by Lessee. Lessor shall indemnify, protect and hold harmless Lessee and each of its respective subsidiaries from and against all costs and damages incurred by Lessee in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) any activity or action by any party prior to the Commencement Date, (ii) the condition of the Premises prior to the Commencement Date, including any future manifestations of such conditions, or (iii) the activities of Lessor or the activities of any third party not affiliated with Lessee and not invited on the Premises by Lessee. Each party agrees that such party will promptly give written notice to the other party of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any hazardous substance or environmental law of which such party has actual notice.

26. **REQUIRED STATEMENT.** Florida Statute §404.056(7) requires the following statement to be included in this Lease: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. **WAIVER OF JURY TRIAL.** Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and/or claim of injury or damage.

28. **RELATIONSHIP OF THE PARTIES.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or

joint venture between Lessor and Lessee; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of Lessor and Lessee shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

29. **OBLIGATIONS OF LESSEE ON TERMINATION.** Lessee agrees that upon the termination of this Lease for whatever reason, either upon the completion of the term hereof or otherwise, it will, at its sole cost and expense, (i) cause the wastewater treatment plants situated on the Premises and all percolation ponds, drainfields and other components of the utility system situated on the Premises (but exclusive of lines and laterals which are underground) to be decommissioned in accordance with all applicable regulations of the Florida Department of Environmental Protection, Sarasota County and any other state or federal agency having jurisdiction; (ii) remove all equipment, fixtures and personalty from any structures on the Premises.

30. **QUIET ENJOYMENT.** Lessor covenants that it now has good title to the Premises, free and clear of all liens and encumbrances. Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.

31. **LIABILITY.**

(a) Lessee shall be liable to Lessor for and shall indemnify and hold harmless Lessor and Lessor's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessee or Lessee's partners, venturers, directors, officers, agents, employees, or by any breach, violation or non-performance of any covenant of Lessee under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease by Lessor or Lessor's partners, venturers, directors, officers, agents, or employees. If any action or proceeding should be brought by or against Lessor in connection with any such liability or claim, Lessee, on notice from Lessor, shall defend such action or proceeding, at Lessee's expense, by or through attorneys reasonably satisfactory to Lessor.

(b) Lessor shall be liable to Lessee for and shall indemnify and hold harmless Lessee and Lessee's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessor or Lessor's partners, venturers, directors, officers, agents, or employees, or by any breach, violation or non-performance of any covenant of Lessor under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease.

32. **GUARANTY OF PERFORMANCE.** For valuable consideration, the undersigned

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

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

Zachary Schwartz

Witness

Jonathan Wiles

Jonathan Wiles (Aug 31, 2023 16:36 EDT)

Witness

Zachary Schwartz

Witness

Jonathan Wiles

Jonathan Wiles (Aug 31, 2023 16:36 EDT)

Witness

Cypto

By: Lessor: Vantage Oaks, LLC

Cypto

By: Lessee: Vantage Oaks Utility, LLC

Exhibit A

OKEECHOBEE COUNTY

WASTEWATER SERVICE AREA

SERVING PARTS OF TREASURE ISLAND AND THE VANTAGE OAKS RV PARK

TOWNSHIP 37 SOUTH, RANGE 35 EAST

SECTION 25

BEGIN AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 37 SOUTH, RANGE 35 EAST. THENCE RUN DUE SOUTH ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF ABOUT 1,690 FEET. THENCE RUN DUE WEST ABOUT 510 FEET TO THE POINT OF BEGINNING (POB). SAID POINT ALSO, THE NORTHEAST CORNER OF LOT 153 OF TREASURE ISLAND UNIT 13. THENCE CONTINUE DUE WEST A DISTANCE OF 1,645.56 FEET TO THE EAST RIGHT OF WAY LINE OF EVERGLADES BLVD/S.E. 40TH AVENUE. THENCE CONTINUE DUE WEST ACROSS EVERGLADES BLVD/S.E. 40TH AVENUE A DISTANCE OF 70 FEET. THENCE DUE SOUTH A DISTANCE OF 35 FEET. THENCE DUE WEST A DISTANCE OF 110 FEET. THENCE DUE SOUTH A DISTANCE OF 35 FEET. THENCE NORTH 88° WEST A DISTANCE OF 830 FEET. THENCE SOUTH 41° EAST A DISTANCE OF 1,195 FEET. THENCE DUE SOUTH 95 FEET. THENCE DUE WEST A DISTANCE OF 1,205 FEET. THENCE DUE SOUTH A DISTANCE OF 330 FEET. THENCE DUE EAST A DISTANCE OF 1352 FEET TO THE WEST RIGHT OF WAY LINE OF S.E. 40TH AVENUE. THENCE CONTINUE DUE EAST ACROSS S.E. 40TH AVENUE A DISTANCE OF 70 FEET. THENCE CONTINUE DUE EAST A DISTANCE OF 1,050 FEET TO MOSQUITO CREEK. THENCE ALONG MOSQUITO CREEK THE FOLLOWING 10 COURSES TO THE NORTHEAST CORNER OF THE VANTAGE OAKS DEVELOPMENT. 1. NORTH 49° EAST A DISTANCE OF 50 FEET. 2. NORTH 19° EAST A DISTANCE OF 45 FEET. 3. NORTH 62° EAST A DISTANCE OF 80 FEET. 4. NORTH 78° EAST A DISTANCE OF 70 FEET. 5. NORTH 59° EAST A DISTANCE OF 60 FEET. 6. NORTH 39° EAST A DISTANCE OF 100 FEET. 7. NORTH 64° EAST A DISTANCE OF 180 FEET. 8. NORTH 44° EAST A DISTANCE OF 80 FEET. 9. NORTH 19° EAST A DISTANCE OF 60 FEET. 10. NORTH 27° WEST A DISTANCE OF 70 FEET, (OR MEANDER ALONG MOSQUITO CREEK ABOUT 760 FEET TO THE NORTHEAST CORNER OF THE VANTAGE OAKS DEVELOPMENT.) THENCE THE FOLLOWING 5 COURSES TO THE POB. 1. EAST A DISTANCE OF 30 FEET. 2. NORTH 25° WEST A DISTANCE OF 195 FEET. 3. NORTH 5° EAST A DISTANCE OF 291 FEET. 4. NORTH 6° EAST A DISTANCE OF 295 FEET. 5. NORTH 24° EAST A DISTANCE OF 159 FEET TO THE POB.

Oketchobee County Property Appraiser
 McKel C. Bunn, CPA

Exhibit B

2023 Preliminary Certified
 updated 8/17/2023

Parcel #s: 1-25-37-35-0A00-00005-A000 (23313) >>

Owner & Property Info

Owner: VANTAGE OAKS LLC
 10221 RIVER RD #59831
 POTOMAC MD 20859-75217

Site: 2265 SE 40TH AVE OKETCHOBEE

Description: A PORTION OF SECTION 25, TOWNSHIP 7 SOUTH RANGE 35 EAST, OKETCHOBEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SOUTHEAST CORNER OF TREASURE ISLAND UNIT NO. 7, AS RECORDED IN PLAT BOOK 3, PAGE 69, OF THE PUBLIC RECORDS OF OKETCHOBEE COUNTY, FLORIDA, THENCE NORTH ALONG THE EAST LINE OF SAID TREASURE ISLAND UNIT NO. 7, A DISTANCE OF 345.0 FEET, THENCE EAST ALONG A LINE PARALLEL WITH AND 330.0 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF TREASURE ISLAND UNIT 6, AS RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF OKETCHOBEE COUNTY, FLORIDA, A DISTANCE OF 1225.0 FEET, THENCE NORTH A DISTANCE OF 85.27 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 41.0500° WEST ALONG A LINE PARALLEL WITH AND 30.0 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF GOVERNMENT LOT 5 OF SAID SECTION 25, A DISTANCE OF 1207.24 FEET, THENCE EAST A DISTANCE OF 833.61 FEET, THENCE SOUTH A DISTANCE OF 800.0 FEET, THENCE EAST A DISTANCE OF 75.0 FEET, THENCE SOUTH A DISTANCE OF 20.0 FEET, THENCE WEST A DISTANCE OF 115.0 FEET, THENCE SOUTH A DISTANCE OF 79.73 FEET TO THE POINT OF BEGINNING, SAID LAND SITUATE IN OKETCHOBEE COUNTY, FLORIDA, LANDS UNIT IN TREASURE ISLAND UNIT 6.

Area: 8.46 AC **S.T.R.:** 25-37-35

Use Code: VTR (HHS) (P100) **Tax District:** 30

OKETCHOBEE COUNTY, FLORIDA, PARCEL IDENTIFICATION AND APPRAISAL INFORMATION
 **This is a preliminary appraisal. It is not intended to be used for legal purposes.
 For more information, please contact the Property Appraiser's Office at (352) 837-3333 or www.oketchobee.com

Property & Assessment Values

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$197,845	Mkt Land	\$134,490
Ag Land	\$0	Ag Land	\$0
Building	\$12,435	Building	\$15,240
NTDB	\$77,601	NTDB	\$38,169
Inst	\$197,881	Inst	\$227,899
Class	50	Class	50
Appraisal	\$197,881	Appraisal	\$227,899
SOB (10%) Cap	\$0	SOB (10%) Cap	\$0
Assessed	\$197,881	Assessed	\$227,899
Exempt	\$0	Exempt	\$0
Total	county \$197,881	Total	county \$227,899
Taxable	other \$197,881	Taxable	other \$227,899
	school \$197,881		school \$227,899

Notes: 1. The assessed value of the property is based on the most recent information available to the Property Appraiser's Office as of 8/17/2023. 2. The assessed value of the property is based on the most recent information available to the Property Appraiser's Office as of 8/17/2023.

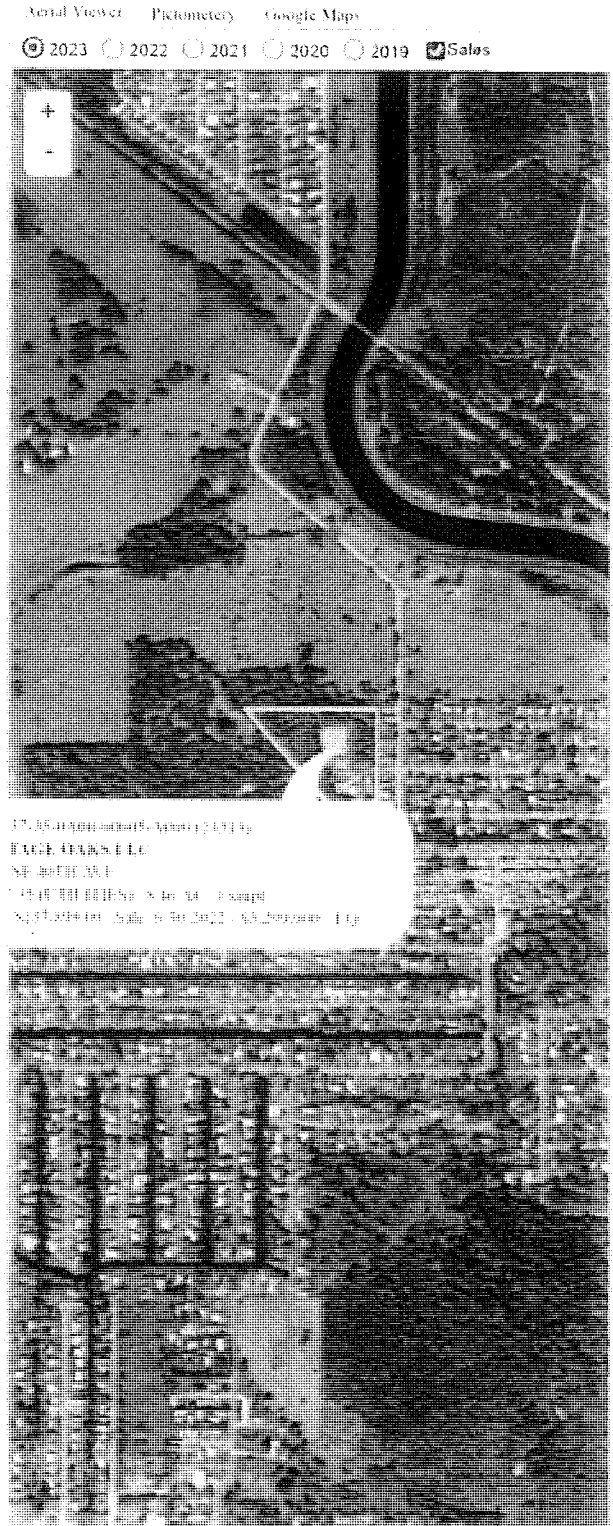


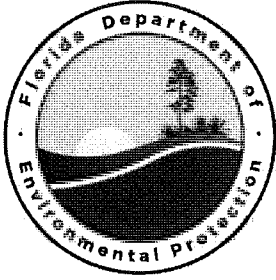
Exhibit C

99 Year Lease between
Vantage Oaks, LLC and
Vantage Oaks Utility, LLC

STP Site 8.46 acres	
Book Value	\$ 10,350
Annual Lease Rate	<u>10%</u>
Annual Lease Payment	\$ <u>1,035</u>

EXHIBIT H

Permits from DEP



Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

June 15, 2018

In the Matter of an
Application for Permit by:

Vantage Development Corporation
Joseph Hazellief, President
1595 SE 32nd Ave
Okeechobee, Florida 34974-6522
Email: jrhas@frontier.com

File Number FLA013897-005-DW3P
Okeechobee County
Vantage Oaks Wastewater Treatment Facility

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA013897 to operate the Vantage Oaks WWTF, issued under Chapter 403, Florida Statutes.

Please note that the effective date of the permit is September 25, 2018

The expiration date of the permit is September 24, 2023

Monitoring requirements under the permit begins on November 1, 2018, the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

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

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

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

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department in writing for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

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

PERMITTEE: Vantage Development Corporation
FACILITY: Vantage Oaks Wastewater Treatment Facility

PERMIT NUMBER: FLA013897

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

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the determination;
- (c) A statement of when and how the petitioner received notice of the Department's decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's proposed action.

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, Florida Statutes, is not available for this proceeding.

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

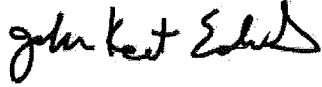
Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the Clerk of the Department.

PERMITTEE: Vantage Development Corporation
FACILITY: Vantage Oaks Wastewater Treatment Facility

PERMIT NUMBER: FLA013897

Executed in West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



June 15, 2018

John Kent Edwards Date
Environmental Administrator

FILING AND ACKNOWLEDGMENT

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



[Clerk]

June 15, 2018
[Date]

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on June 15, 2018, to the listed persons.

Konstantin Dubov, DEP/WPB, Konstantin.dubov@dep.state.fl.us
Aaron J. Bowles, MBV Engineering, aaronb@mbveng.com
Jessika Hawkins, MBV Engineering, jessikah@mbveng.com
Edward Kent, DEP/WPB, Kent.edwards@dep.state.fl.us
Lyudmila Sokolova, DEP/WPB, Lyudmila.sokolova@dep.state.fl.us



Name

June 15, 2018
Date



Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Vantage Development Corporation

RESPONSIBLE OFFICIAL:
Mr Joseph Hazellief
1595 SE 32nd Ave
Okeechobee, Florida 34974-6522
Email: jrhas@frontier.com

PERMIT NUMBER: FLA013897
FILE NUMBER: FLA013897-005-DW3P
EFFECTIVE DATE: September 25, 2018
EXPIRATION DATE: September 24, 2023
ISSUANCE DATE: June 15, 2018

FACILITY:

Vantage Oaks WWTF
SE 40th Street
Okeechobee, FL 34974
Okeechobee County
Latitude: 27°13' 23.5" N Longitude: 80°47' 15.43" W

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

WASTEWATER TREATMENT:

An existing 0.050 mgd three- month average daily flow (TMADF) permitted capacity extended aeration secondary treatment domestic wastewater treatment plant consisting of flow equalization, aeration, secondary clarification and chlorination with a polishing pond and additional filtration before land application.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.050 MGD three-month average daily flow permitted capacity rapid infiltration basin system, which consists of percolation pond, located approximately at latitude 27°13' 31" N, longitude 80°47' 15" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 16 of this permit.

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

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

Parameter	Units	Max/Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	0.050 Report	3 monh Average Monthly Average	5 Days/Week	Meter	FLW-02	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	Monthly	Grab	EFA-01	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-01	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Monthly Geometric Mean Annual Average Single Sample	Monthly	Grab	EFA-01	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-01	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-01	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	Report	Single Sample	Monthly	Grab	EFA-01	

PERMITTEE: Vantage Development Corporation
FACILITY: Vantage Oaks Wastewater Treatment Facility

PERMIT NUMBER: FLA013897

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-02	Magnetic Flow Meter - Effluent
EFA-01	At the end of the chlorine contact chamber

3. A meter shall be utilized to measure flow and calibrated at least once every 12 months. *[62-600.200(25)]*
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report to be used to calculate the annual average. *[62-600.440(5)(b)]*
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)]*

PERMITTEE: Vantage Development Corporation
 FACILITY: Vantage Oaks Wastewater Treatment Facility

PERMIT NUMBER: FLA013897

B. Other Limitations and Monitoring and Reporting Requirements

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

Parameter	Units	Max/Min	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	Report Report	Monthly Average Quarterly Average	5 Days/Week	Elapsed Time Measurement on Pump (Pump Log)	FLW-01	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-01	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Monthly Average	Monthly	Grab	INF-01	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Monthly Average	Monthly	Grab	INF-01	See I.B.3

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

Monitoring Site Number	Description of Monitoring Site
FLW-01	Pump Elapsed Time counter – Influent lift station
CAL-01	Calculated % Capacity = (TMADF/Permitted Capacity) x 100
INF-01	At the influent lift station.

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 elapsed time measurement on pump (pump log) 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:
- 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;
 - 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
 - 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 the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28 th 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 electronic DMR forms, the permittee shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed DMR forms using the DEP Business Portal at <http://www.fldeportal.com/go/>. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

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

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

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

Florida Department of Environmental Protection
 Southeast District
 3301 Gun Club Road, MSC 7210-1
 West Palm Beach, Florida 33406-3007

Phone Number - (561)681-6600
 FAX Number - (561)681-6760
 (All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

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

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

- 1. Biosolids generated by this facility may be transferred to Tir Na n'Og Ranch and/or used as a biofuel or for bioenergy 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 (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-02
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-01
Biosolids Quantity (Used as a Biofuel or for Bioenergy)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-03

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

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

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-01	Biosolids Quantity Transferred (See Specific Condition II. A. 5.)
RMP-02	Biosolids Quantity Landfilled (See Specific Condition II. A. 5.)
RMP-03	Biosolids Quantity Used as Biofuel or for Bioenergy (See Specific Condition II. A. 5.)

5. The following are the approved Monitoring Site Calculations:

- a. Dry tons = gallons of biosolids x 8.34 lbs./gallon / 2000 lbs/ton. x percent solids/100
- b. Dry tons = wet tons x percent solids/100
- c. If a biosolids analysis is not available then the percent total solids can be estimated using 1.75 % total solids for liquid biosolids and 17.75 % total solids for dewatered "cake".
- d. Percent solids will be obtained from the annual biosolids analysis required by the permit. The gallons are the total amount of biosolids for the month either land applied, transferred to another facility, used as a biofuel/for bioenergy or landfilled. As a guide, a typical load of liquid biosolids removed by truck is usually 6,000 gallons.

- 6. 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)]
- 7. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
- 8. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

B. Disposal

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

C. Incineration or Conversion to Biofuel for Bioenergy

- 10. Incineration or use of biosolids as a biofuel or for bioenergy by gasification shall be in accordance with Chapters 62-204, 62-210, 62-212, 62-213, 62-296, and 62-297, F.A.C., and the Resource Conservation and Recovery Act. [62-640.100(6)(d)]

D. Transfer

- 11. 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)]

12. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

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

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

[62-640.880(4)]

E. Receipt

13. 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-hours' notice to the Department's Southeast 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 Southeast 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 of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	Well Type	New or Existing
MWB-01	Background Well - 100 ft SW of Perc Pond	27°13' 24"	80°47' 16"	15	Surficial	Background	Existing
MWC-01	Compliance Well - 100 ft NE of Perc Pond	27°13' 28"	80°47' 13"	15	Surficial	Compliance	Existing

[62-520.600] [62-610.510]

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	Semi-Annually; twice per year
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Semi-Annually; twice per year
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Semi-Annually; twice per year
Coliform, Fecal	4	#/100mL	Grab	Semi-Annually; twice per year
pH	6.5 - 8.5	s.u.	In Situ	Semi-Annually; twice per year
Phosphorus, Total (as P)	Report	mg/L	Grab	Semi-Annually; twice per year
Nitrogen, Total	Report	mg/L	Grab	Semi-Annually; twice per year
Specific Conductance	Report	umhos/cm	Grab	Semi-Annually; twice per year

[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 Southeast 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 Southeast 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 Southeast District Office before installation. [62-520.600(6)(l)]

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

F. 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 percolation pond shall be limited to 3 inches per day (as applied to the entire bottom area). [62-610.523(3)]

3. 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)]*
4. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.514 and 62-610.414]*
5. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

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

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

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

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

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

C. Recordkeeping Requirements

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

VI. SCHEDULES

- 1. The following compliance improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Connect the Vantage Oaks WWTF to a regional WWTF as soon as it is available	Within 150 days days of availability
2. Report annually the availability of the connection until the facility is connected to a regional WWTF	Annually

[62-620.320(6)]

- 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. 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)]
- 2. 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)]
- 3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. [62-604.550] [62-620.610(20)]
- 4. 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)]

- 5. 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)]*
- 6. 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)]*
- 7. 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)]*
- 8. The permittee shall provide verbal notice to the Department's Southeast 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 Southeast District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
- 9. 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)]*
- 2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
- 3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
- 4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold

interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4)]

5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5)]
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6)]
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

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

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]
20. The permittee shall report to the Department's Southeast 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 Southeast District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Southeast 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)]

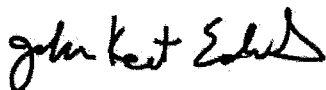
23. Upset Provisions.

- 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 content
- c. 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.
- d. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- e. 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 West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



June 15, 2018

John Kent Edwards Date
Environmental Administrator

Attachment(s):

Discharge Monitoring Report
Fact Sheet

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: Department of Environmental Protection, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007 or at <http://www.fdepportal.com/go/>

PERMITTEE NAME: Vantage Development Corporation
 MAILING ADDRESS: 1595 SE 32nd Ave
 Okeechobee, Florida 34974-6522

PERMIT NUMBER: FLA013897-005-DW3P

FACILITY: Vantage Oaks
 LOCATION: SE 40th Street
 Okeechobee, FL 34974-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: Reclaimed water, including Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Okeechobee
 OFFICE: Southeast District

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-02	Permit Requirement	0.050 (3 Mo.Avg.)	Report (Mo.Avg.)	MGD						5 Days/Week	Meter
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFA-01	Permit Requirement				20.0 (An.Avg.)		mg/L			Monthly	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 A Mon. Site No. EFA-01	Permit Requirement				60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 Y Mon. Site No. EFA-01	Permit Requirement				20.0 (An.Avg.)		mg/L			Monthly	Grab
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 A Mon. Site No. EFA-01	Permit Requirement				60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 Y Mon. Site No. EFA-01	Permit Requirement					200 (An.Avg.)	#/100mL			Monthly	Grab

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

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

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

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Vantage Oaks

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FLA013897-005-DW3P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement									
PARM Code 74055 A Mon. Site No. EFA-01	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Monthly	Grab
pH	Sample Measurement									
PARM Code 00400 A Mon. Site No. EFA-01	Permit Requirement				6.0 (Min.)	8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement									
PARM Code 50060 A Mon. Site No. EFA-01	Permit Requirement				0.5 (Min.)		mg/L		5 Days/Week	Grab
Nitrogen, Nitrate, Total (as N)	Sample Measurement									
PARM Code 00620 A Mon. Site No. EFA-01	Permit Requirement					Report (Max.)	mg/L		Monthly	Grab
Flow	Sample Measurement									
PARM Code 50050 P Mon. Site No. FLW-01	Permit Requirement	Report (Qt.Avg.)	Report (Mo.Avg.)	MGD					5 Days/Week	Elapsed Time Measurement on Pump
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement									
PARM Code 00180 P Mon. Site No. CAL-01	Permit Requirement					Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement									
PARM Code 80082 G Mon. Site No. INF-01	Permit Requirement					Report (Mo.Avg.)	mg/L		Monthly	Grab
Solids, Total Suspended (Influent)	Sample Measurement									
PARM Code 00530 G Mon. Site No. INF-01	Permit Requirement					Report (Mo.Avg.)	mg/L		Monthly	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: Department of Environmental Protection, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007 or at <http://www.fldepportal.com/go/>

PERMITTEE NAME: Vantage Development Corporation
 MAILING ADDRESS: 1595 SE 32nd Ave
 Okeechobee, Florida 34974-6522

PERMIT NUMBER: FLA013897-005-DW3P

FACILITY: Vantage Oaks
 LOCATION: SE 40th Street
 Okeechobee, FL 34974-

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Okeechobee
 OFFICE: Southeast District

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

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-02	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-01	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Used as a Biofuel or for Bioenergy)	Sample Measurement							
PARM Code B0009 + Mon. Site No. RMP-03	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated

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

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

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

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FLA013897-005-DW3P

From: _____ To: _____

Facility: Vantage Oaks WWTF

	Flow MGD	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L	Coliform, Fecal #/100mL	pH s.u. max	pH s.u. min	Chlorine, Total Residual (For Disinfection) mg/L	Nitrogen, Nitrate, Total (as N) mg/L	Flow MGD	Capacity %	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L
Code	50050	80082	00530	74055	00400	00400	50060	00620	50050	00180	80082	00530
Mon. Site	FLW-02	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	FLW-01	CAL-01	INF-01	INF-01
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28												
29												
30												
31												
Total												
Mo. Avg.												

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

Issuance Date: June 2018
Expiration Date: September 2023
DMR Effective Date: November 1, 2018

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Vantage Oaks
 Permit Number: FLA013897-005-DW3P
 County: Okeechobee

Office: Southeast District

Monitoring Period From: _____ To: _____

Monitoring Well ID: MWB-01
 Well Type: Background
 Description: Background Well - 100 ft SW of Perc Pond

Re-submitted DMR:

Date Sample Obtained: _____

Time Sample Obtained: _____

Report Frequency: Semi-annually
 Program: Domestic

Was the well purged before sampling? ___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/FN)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Semi-Annually; twice per year				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Semi-Annually; twice per year				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Semi-Annually; twice per year				
Coliform, Fecal	74055		Report	#/100mL	Grab	Semi-Annually; twice per year				
pH	00400		Report	s.u.	In Situ	Semi-Annually; twice per year				
Phosphorus, Total (as P)	00665		Report	mg/L	Grab	Semi-Annually; twice per year				
Nitrogen, Total	00600		Report	mg/L	Grab	Semi-Annually; twice per year				
Specific Conductance	00095		Report	umhos/cm	Grab	Semi-Annually; twice per year				

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

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

COMMENTS AND EXPLANATION (Reference all attachments here):

Issuance Date: June 2018
 Expiration Date: September 2023
 DMR Effective Date: November 1, 2018

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Vantage Oaks
 Permit Number: FLA013897-005-DW3P
 County: Okeechobee

Monitoring Well ID: MWC-01
 Well Type: Compliance
 Description: Compliance Well
 100 ft NE of Perc
 Pond

Report Frequency: Semi-annually
 Program: Domestic

Office: Southeast District

Re-submitted DMR:

Monitoring Period From: _____ To: _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___ Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Semi-Annually; twice per year				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Semi-Annually; twice per year				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Semi-Annually; twice per year				
Coliform, Fecal	74055		4	#/100mL	Grab	Semi-Annually; twice per year				
pH	00400		6.5 - 8.5	s.u.	In Situ	Semi-Annually; twice per year				
Phosphorus, Total (as P)	00665		Report	mg/L	Grab	Semi-Annually; twice per year				
Nitrogen, Total	00600		Report	mg/L	Grab	Semi-Annually; twice per year				
Specific Conductance	00095		Report	umhos/cm	Grab	Semi-Annually; twice per year				

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

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

COMMENTS AND EXPLANATION (Reference all attachments here):

Issuance Date: June 2018
 Expiration Date: September 2023
 DMR Effective Date: November 1, 2018

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

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

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

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

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

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

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

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

PART A -DISCHARGE MONITORING REPORT (DMR)

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

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

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

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

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

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

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

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

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

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

PART B - DAILY SAMPLE RESULTS

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

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

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

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

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

PART D - GROUND WATER MONITORING REPORT

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

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

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

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

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

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

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

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

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

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

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

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

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

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

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

CBOD₅: Enter the average CBOD₅ of the reclaimed water discharged during the period shown in duration of discharge.

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

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

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

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

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

**FACT SHEET
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA013897
FACILITY NAME: Vantage Oaks Wastewater Treatment Facility
FACILITY LOCATION: SE 40th Street, Okeechobee, FL 34974
Okeechobee County
NAME OF PERMITTEE: Vantage Development Corporation
PERMIT WRITER: Lyudmila Sokolova

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA013897-005-DW3P
Application Submittal Date: 05/23/2018

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private
SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.05 mgd	Three Month Average Daily Flow
Proposed Increase in Permitted Capacity:	0.00 mgd	Three Month Average Daily Flow
Proposed Total Permitted Capacity:	0.05 mgd	Three Month Average Daily Flow

d. Description of Wastewater Treatment

An existing 0.050 mgd three-month average daily flow (TMADF) permitted capacity extended aeration secondary treatment domestic wastewater treatment plant consisting of flow equalization, aeration, secondary clarification and chlorination with a polishing pond and additional filtration before land application.

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

An existing 0.050 MGD three-month average daily flow permitted capacity rapid infiltration basin system, which consists of percolation pond, located approximately at latitude 27°13' 31" N, longitude 80°47' 15" W.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

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

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.050	Three-Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(a)1. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.b. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.c. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)2.d. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(b)1. FAC
		Max	30.0	Monthly Average	62-610.510 & 62-600.420(3)(b)2. FAC
		Max	45.0	Weekly Average	62-610.510 & 62-600.420(3)(b)3. FAC
		Max	60.0	Single Sample	62-610.510 & 62-600.420(3)(b)4. FAC
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-610.510 & 62-600.440(5)(a)2. FAC
		Max	200	Annual Average	62-610.510 & 62-600.440(5)(a)1. FAC
		Max	800	Single Sample	62-610.510 & 62-600.440(5)(a)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(5)(c) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	Report	Single Sample	62-610.510(1) FAC

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	Report	Monthly Average	62-600.700(2)(b) FAC
		Max	Report	Quarterly Average	62-600.700(2)(b) FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Monthly Average	62-601.300(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Monthly Average	62-601.300(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-600 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-600, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA013897-004-DW3P expires on September 23, 2018

5. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to Tir na n'Og Ranch, disposed of in a Class I solid waste landfill or used as Biofuel or for Bioenergy.

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

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

6. GROUND WATER MONITORING REQUIREMENTS

Ground water monitoring requirements have been established in accordance with Chapters 62-520, 532, 601, 610, and 620, F.A.C.

7. PERMIT SCHEDULES

a. The following compliance improvement actions shall be completed according to the following schedule:

Compliance Improvement Action	Completion Date
1. Connect the Vantage Oaks WWTF to a regional WWTF as soon as it is available	Within 150 days of availability
2. Report annually the availability of the connection until the facility is connected to a regional WWTF	Annually

[62-620.320(6)]

b. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:

- 1). 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
- 2). The permittee has made complete the application for renewal of this permit before the permit expiration date.

[62-620.335(1) (4)]

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

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

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

Permit in not accompanied by Administrative Orders (AO) and Consent Order (CO)

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, fact sheet, comments received and additional information is available for public at <http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

12. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Permit Issuance

June 2018

13. DEP CONTACT

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

Lyudmila Sokolova
Engineering Specialist II
Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
Telephone No.: (561) 681-6738

Cadenhead Environmental Engineering Services, Inc.



1982 SR 44, #201, New Smyrna Beach, Florida 32168
Phone: (904) 307-6824 (cell), Email Address: mark_cadenhead@bellsouth.net

March 24, 2023

Ms. Norva Blandin, Program Administrator
Department of Environmental Protection
Domestic Wastewater Section
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406

FL DEP

MAR 28 2023

WEST PALM BEACH

Dear Ms. Blandin:

Re: Vantage Oaks WWTF
Permit Renewal Application
Permit Number: FLA013897

Please find attached an original of the permit renewal application for the above-referenced facility. *The application fee in the amount of \$1,000 will be paid online. Please contact the Permittee and engineer of record with the File Number.*

Please note the following:

1. **Chapter 7 of the Operation and Maintenance Performance Report (OMPR) will be updated as items are completed.**
2. **The facility discharge is in the Lake Okeechobee Basin Management Action Plan. The groundwater monitoring currently indicates the facility *might* meet the Total Nitrogen limit of 10 mg/L and the Total Phosphorus limit of 6.0 mg/L. An Administrative Order may need to be issued with the permit renewal to allow for additional monitoring and determination of the need for further treatment of the effluent if necessary.**
3. **The operator certification page of the OMPR will be submitted under separate cover.**
4. **The flow calibration report and backflow prevention device passing test result will be submitted under separate cover.**
5. **The Site Plan inadvertently missed the two (2), 5,000-gallon Aerobic Digesters. The Plan will be updated and submitted electronically to the reviewing staff person.**
6. **The panel at the Lift Station was in poor condition and was noted in Chapter 7 of the OMPR.**
7. **The application is due March 28, 2023 and therefore should be considered "timely".**
8. **An updated contract with Tir na n'Og is pending.**

If you or your staff have any questions, please contact me at the letterhead address or phone number.

Sincerely,

A handwritten signature in blue ink that reads "Mark Cadenhead, P.E.". The signature is written in a cursive style with a large, stylized initial 'M'.

Mark Cadenhead, P. E., MBA, President
Cadenhead Environmental Engineering Services, Inc.

TABLE OF CONTENTS

Sunbiz Information

Location Maps

Site Plan (to be revised)

Form 1

Form 2A

Process Flow Diagram

Residuals Management

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Capacity Analysis Report (CAR)

Operation and Maintenance Performance Report (OMPR)

Attachment I: Site Visit Checklist

Attachment II: Effluent and Groundwater Data

Copy of Portions of Existing Permit

Permit Transfer

Most Recent Inspection Reports Available

Warning Letter Attached

Flow Calibration Report (Pending)

RPZ Test Results (Pending)

Detail by Entity Name

Foreign Limited Liability Company
VANTAGE OAKS, LLC

Filing Information

Document Number M22000008157 FEI/EIN Number NONE Date
Filed 05/23/2022 State DE Status ACTIVE

Principal Address

10221 RIVER RD #59831
POTOMAC, MD 20859

Mailing Address

10221 RIVER RD #59831
POTOMAC, MD 20859

Registered Agent Name & Address NORTHWEST REGISTERED AGENT LLC

7901 4TH ST N STE 300
ST PETERSBURG, FL 33702

Authorized Person(s) Detail Name & Address

Title MGR

PARAKEET MHC, LLC
10221 RIVER RD #59831
POTOMAC, MD 20859

SIGNATURE AUTHORITY

I, Austin Berk, a person defined by Rule 62-620.305 (1), Florida
Administrative Code, 620.305 (1)

(Print Name of Principal Executive Officer for the facility)

Florida Administrative Code, responsible for the facility known as:

Facility – FLA013897

Vantage Oaks WWTP

SE 40th Street

Okeechobee, FL 34974

I do hereby grant,

Gary Deremer, President, US Water Services Corp.,

4939 Cross Bayou Boulevard

New Port Richey, FL 34652

727-848-8292

The authority to sign the Discharge Monitoring Reports and other operational reports in accordance to the certification written below;

**I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system design to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
(Rule 62-620.305 (4). Florida Administrative Code).*


Austin Berk [Oct 31, 2022 11:12:07]
(Signature of Principal Executive Officer) for Permittee

10/31/2022

(Date)

Gary Deremer, President, U.S. Water Services Corp.

(Date)

Vantage Oaks
WWTF and Components
Monitoring Wells



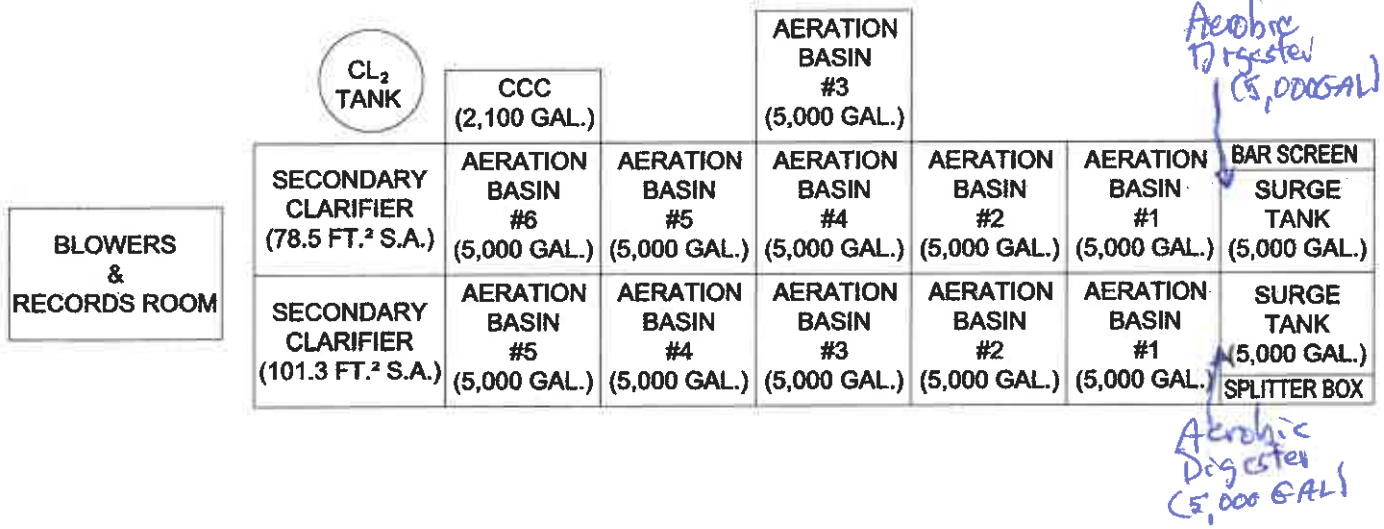
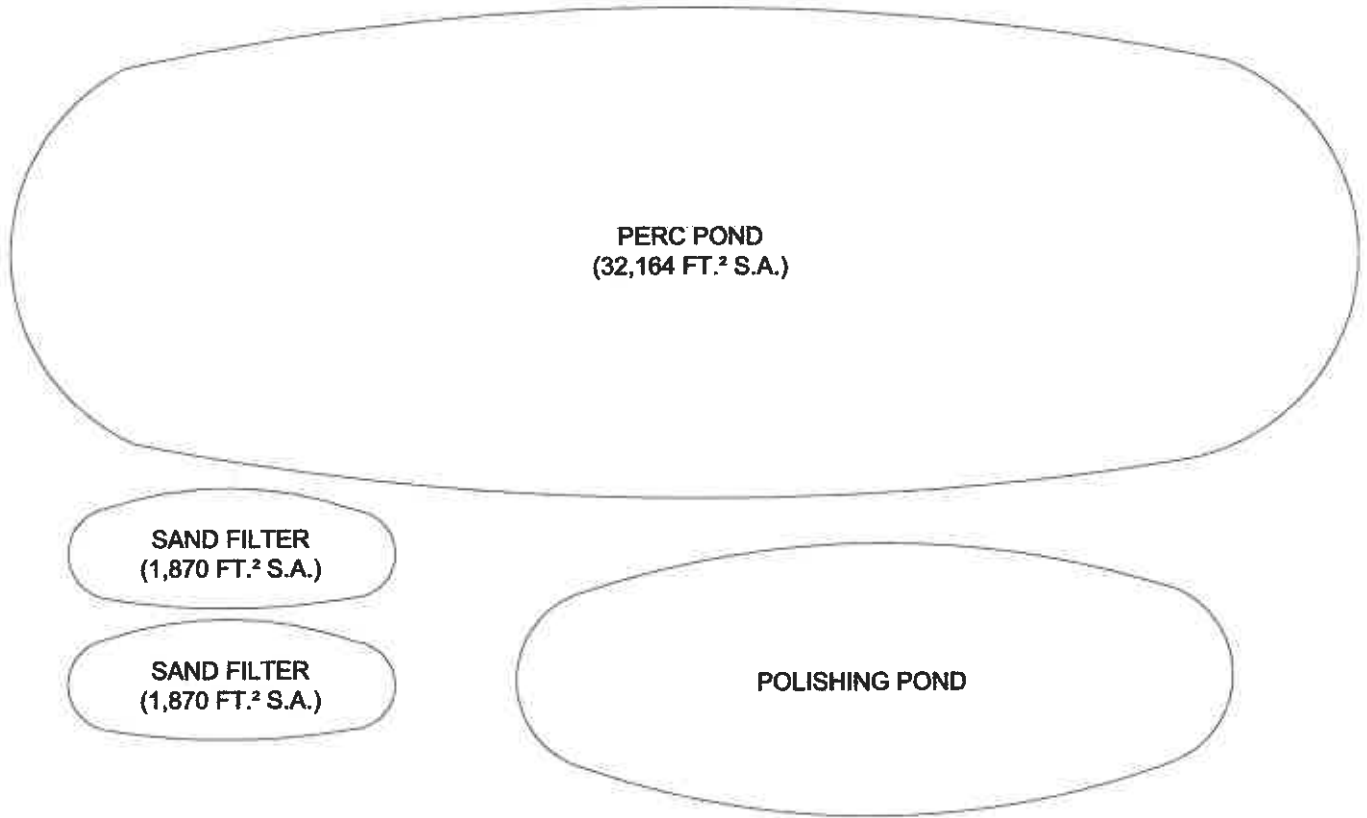
Google Earth

Legend

200 ft

Red -- WWTP
Blue -- Park (~172 units)
Green -- Provide sewer but not within park (~113 units)
Yellow -- Provide sewer but not within park (~54 lots)





CADENHEAD ENVIRONMENTAL ENGINEERING SERVICES, INC.

VANTAGE OAKS WWTF

REVISION:	SITE PLAN	DATE: 12/05/2022
	DRAWING NO.: FLA013897	SCALE: N.T.S.
	DRAWN BY: T.C.	PAGE #: 2 OF 2



WASTEWATER FACILITY OR ACTIVITY PERMIT APPLICATION FORM 1 GENERAL INFORMATION

This form must be completed by all persons applying for a permit for a wastewater facility or activity under Chapter 62-620, F.A.C.. See Form 1 to determine which other application forms you will need.



WASTEWATER FACILITY OR ACTIVITY PERMIT APPLICATION FORM 1 GENERAL INFORMATION

I IDENTIFICATION NUMBER:

Facility ID FLA013897

II CHARACTERISTICS:

INSTRUCTIONS: Complete the questions below to determine whether you need to submit any permit application forms to the Department of Environmental Protection. If you answer "yes" to any questions, you must submit this form and the supplemental form listed in the parenthesis following the question. Mark "X" in the blank in the third column if the supplemental form is attached. If you answer "no" to each question, you need not submit any of these forms. You may answer "no" if your activity is excluded from permit requirements. See Section B of the instructions. See also, Section C of the instructions for definitions of the terms used here.

SPECIFIC QUESTIONS	YES	NO	FORM ATTACHED
A. Is this facility a domestic wastewater facility which results in a discharge to surface or ground waters?	X		Form 2A
B. Does or will this facility (either existing or proposed) include a concentrated animal feeding operation or aquatic animal production facility which results in a discharge to waters?		X	
C. Does or will this facility (other than those describe in A. or B.) discharge process wastewater, or non-process wastewater regulated by effluent guidelines or new source performance standards, to surface waters?		X	
D. Does or will this facility (other than those described in A. or B.) discharge process wastewater to ground waters?		X	
E. Does or will this facility discharge non-process wastewater, not regulated by effluent guidelines or new source performance standards, to surface waters?		X	
F. Does or will this facility discharge non-process wastewater to ground waters?		X	
G. Does or will this facility discharge stormwater associated with industrial activity to surface waters?		X	
H. Is this facility a non-discharging/closed loop recycle system?		X	

III NAME OF FACILITY: (40 characters and spaces)

Vantage Oaks WWTF

IV FACILITY CONTACT: (A. 30 characters and spaces)

A. Name and Title (Last, first, & title)	B. Phone (area code & no.)
Berk, Austin, Permittee	(202) 838-6471

V FACILITY MAILING ADDRESS: (A. 30 characters and spaces; B. 25 characters and spaces)

A. Street or P.O. Box: 10221 River Road #59831		
B. City or Town: Potomac	State: MD	Zip Code: 20859

VI FACILITY LOCATION: (A. 30 characters and spaces; B. 24 characters and spaces; C. 3 spaces (if known); D. 25 characters and spaces; E. 2 spaces; F. 9 spaces)

A. Street, Route or Other Specific Identifier: SE 40 th Street		
B. County Name: Okeechobee	C. County Code (if known):	
D. City or Town: Okeechobee	E. State: FL	F. Zip Code: 34974

VII SIC CODES: (4-digit, in order of priority)

1. Code #: 4952	(Specify) Sewerage	2. Code #:	(Specify)
3. Code #:	(Specify)	4. Code #:	(Specify)

VIII OPERATOR INFORMATION: (A. 40 characters and spaces; B. 1 character; C. 1 character (if other, specify); D. 12 characters; E. 30 characters and spaces; F. 25 characters and spaces; G. 2 characters; H. 9 characters)

A. Name: Vantage Oaks, LLC		B. Is the name in VIII A. the owner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Status of Operator: F = Federal; S = State; P = Private; O = Other; M = Public (other than F or S)	(code) P	(specify) Private	D. Phone No.: (202) 838-6471
E. Street or P. O. Box: 10221 River Road #59831			
F. City or Town: Potomac		G. State: MD	H. Zip Code: 20859

IX INDIAN LAND: Is the facility located on Indian lands? Yes No

X EXISTING ENVIRONMENTAL PERMITS:

A. NPDES Permit No.	B. UIC Permit No.	C. Other (specify)	D. Other (specify)
na	na	FLA013897	na

XI MAP: Attach to this application a topographic map of the area extending to at least one mile beyond property boundaries. The map must show the outline of the facility, the location of each of its existing and proposed intake and discharge structures, each of its hazardous waste treatment, storage, or disposal facilities, and each well where it injects fluids underground. Include all springs, rivers and other surface water bodies in the map area. See instructions for precise requirements.

XII NATURE OF BUSINESS (provide a brief description)


Domestic Wastewater Plant serving Vantage Oaks service area.
 The facility is located in Okeechobee, FL. Permitted capacity is 0.050 mgd TMADF.

XIII CERTIFICATION (see instructions)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Austin Berk _____
 A. Name (type or print)

Permittee _____
 Official Title (type or print)

 _____
 B. Signature

3/23/2023 _____
 C. Date Signed



**WASTEWATER PERMIT
APPLICATION FORM 2A**

**FOR
DOMESTIC WASTEWATER
FACILITIES**



WASTEWATER APPLICATION FORM 2A FOR A DOMESTIC WASTEWATER FACILITY PERMIT

Instructions for selected items are included in the "INSTRUCTIONS FOR FORM 2A". Refer to these instructions before filling out each item.

SECTION 1. APPLICANT AND FACILITY DESCRIPTION

1. Application Type

- New
- Substantial Modification
- Permit Renewal

2. Facility Type

- Wastewater Treatment
- Reuse or Disposal
- Limited Wet Weather Discharge
- Residuals/Septage Management

3. Treatment Facility Information

a. Name Vantage Oaks WWTF

b. Facility Identification Number FLA013897

c. Location
Number and Street SE 40th Street
City/State/Zip Code Okeechobee, FL 34974
Telephone (202) 838-6471

Latitude 27° 13' 24.13"N
Longitude 80° 47' 14.34"W

Dates Coordinates Determined 02/26/2023

Method Used to Obtain Coordinates Previous Permit/Google Earth

d. Ownership Type

- Municipal
- County
- State
- Private

e. Contact

Name Austin Berk
 Title Permittee
 Telephone (202) 838-6471

f. Facility Mailing Address

Number and Street 10221 River Road #59831
 City/State/Zip Code Potomac, MD 20859

g. Year Facility Began Operation Unknown (original prior to 1987; modifications since)

4. Applicant or Authorized Representative

Legal Name Vantage Oaks, LLC
 Number and Street 10221 River Road #59831
 City/State/Zip Code Potomac, MD 20859
 Telephone (202) 838-6471
 Contact Person Austin Berk
 Title Permittee
 Telephone Number (202) 838-6471

Is the applicant the owner or operator (or both) of the facility? Owner Operator

Indicate whether correspondence regarding this facility should be directed to the facility or the applicant.
 Facility Applicant

5. Project Name and Description

Renewal of the operating permit for an existing 0.050 mgd TMADF (permitted) extended air, wastewater treatment plant. Effluent is discharged to a Polishing Pond (optional per operator) and/or a single Rapid Infiltration Basin. Treatment includes: equalization, aeration, filtration, final settling, sludge digestion and chlorination using hypochlorite solution.
The RIB is rated at 0.050 mgd TMADF for discharge.

6. Municipalities or Areas Served

Name of Municipality or Area	Ownership	Population Served
Vantage Oaks: Units (includes area not Vantage Oaks)	Private	226 homes and lots
Vantage Oaks service area: RV and Auto Mobile Svc	Private	113 RV units/mobile shop
Total Population Served		650 est. max. persons

7. Reclaimed Water Reuse and Effluent Disposal

Method of Reuse or Disposal	Number of Reuse or Disposal Points	Total Design Capacity (mgd)	Basis of Design Flow
Surface Waters - Excluding Ocean Outfalls and Wetlands (Rule 62-600.510, F.A.C.)			
Ocean Outfalls (Rule 62-600.520, F.A.C.)			
Wetlands (Rule 62-600.620, F.A.C.)			
Reuse of Reclaimed Water and Land Application (Rule 62-600.530, F.A.C.)	1 (Single RIB)	0.050	TMADF
Ground Water Disposal by Underground Injection (Rule 62-600.540, F.A.C.)			
Other (Describe)			
Total	1	0.050	TMADF

8. Flows to Another Wastewater Facility

NA

a. Does the facility discharge or transport treated or untreated wastewater to another treatment facility?

Yes No

b. If yes, describe the mean(s) by which the wastewater from the treatment facility is discharged or transported to the other treatment facility (e.g., collection/transmission system, reclaimed water distribution system)?

If transport is by a party other than the applicant, provide the following:

Transporter name: _____
 Mailing Address: _____

 Contact person: _____
 Title: _____
 Telephone number: _____

c. For each treatment facility that receives this discharge, provide the following:

Name: _____
 Mailing Address: _____

 Contact person: _____
 Title: _____
 Telephone number: _____

d. Facility Identification Number of Facility Which Receives the Flow

e. Average Daily Flow Rate to the Receiving Facility

_____ mgd

9. Residuals Use or Disposal

a. Amount of Residuals Generated by the Facility

0.33 (See Att. II OMPR: DMRs) dry tons/year

b. Does this facility receive residuals from another facility for further treatment and disposal?

Yes No

c. Method of Residuals Use or Disposal

Method	Number of Sites or Number of Receiving Facilities	Dry Tons Used or Disposed per Year
Land Application (Chapter 62-640, F.A.C.)		
Distribution and Marketing (Chapter 62-640, F.A.C.)		
Landfill Disposal (Chapter 62-701, F.A.C.)		
Incineration (Chapter 62-200 Series, F.A.C.)		
Transport to Another Treatment Facility	1	0.33
Other (Describe)		
Total		0.33 (per DMRs: only in 2022)

d. If residuals are transported to another facility for landfill disposal, incineration, or treatment, provide the facility name, Facility identification number and address.

Name

Tir na n'Og Ranch BTF

Facility Identification Number

FLA016637

Number and Street

24 NE 325th Trail

City/State/Zip Code

Okeechobee, Florida 34972

County

Okeechobee

Telephone

(863) 467-5377

Treatment Processes Used by Receiving Facility

pH adjustment; lime stabilization

10. Permits and Applications

a. Expiration Date of Current NPDES Permit N/A

b. Expiration Date of Current DEP Permit September 24, 2023

c. Permit Number of Any Existing Environmental Permits

NPDES	<u>N/A</u>	PSD	<u>N/A</u>
UIC	<u>N/A</u>	Other	<u>N/A</u>
RCRA	<u>N/A</u>	Other	<u>N/A</u>

d. Orders and Notices

NA

Type or Order or Notice	Issuing Agency	Date of Order or Notice
Notice or Violation	None	
Consent Order	None	
Administrative Order	None	
Other (Describe.)	None	

SECTION 2. TREATMENT FACILITY DESCRIPTION

1. Flow

a. Design Capacity

Current Design Capacity	0.050	mgd
Proposed Incremental Design Capacity	+0.0	mgd
Proposed Total Design Capacity	=0.050	mgd

b. Basis of Design Flow

- Annual Average Daily Flow
- Maximum Monthly Average Daily Flow
- Three-Month Average Daily Flow
- Other. If other, specify.

	Two Years Ago	Last Year	This Year	
c. Annual Average Daily Flow Rate	0.0353	0.0387	0.0326	mgd
d. Maximum Daily Flow Rate	0.1500	0.1100	0.0750	mgd

2. Design Treatment Levels

Parameter	Effluent Concentration	Units	Basis	Percent Removal
pH	6.0--8.5	Standard Units		
CBOD ₅	20/30/45/60	mg/L	AA/MA/WA/Max	90
TSS	20/30/45/60	mg/L	AA/MA/WA/Max	90
TRC	0.5	mg/L	Single Sample Min.	
Fecal	200/200/800	#/100 ml	AA/Geo Mean/Max	
Nitrate	Report	mg/L	Single Sample Max	

3. Disinfection Level Provided

- Low-level
- Basic
- Intermediate
- High-level
- High-level Alternative

If the facility disinfects by chlorination and the discharge is to surface waters, is dechlorination provided?

PA Yes No

4. Residuals Treatment

a. Class of Residuals

- Class AA (Rule 62-640.850, F.A.C.)
- Class A (Rule 62-640.600, F.A.C.)
- Class B (Rule 62-640.600, F.A.C.)
- Other

If other, describe Holding time in Aerobic Digester then haul to RMF.

b. Describe, on this form or another sheet of paper, any treatment processes used at your facility to reduce pathogens in sewage sludge:

Aerobic Digestion for extended periods then haul to RMF.

c. Which vector attraction reduction option is met for the sewage sludge at your facility?

- Option 1 (Minimum 38 percent reduction in volatile solids)
- Option 2 (Anaerobic process, with bench-scale demonstration)
- Option 3 (Aerobic process, with bench-scale demonstration)
- Option 4 (Specific oxygen uptake rate for aerobically digested sludge)
- Option 5 (Aerobic processes plus raised temperature)
- Option 6 (Raise pH to 12 and retain at 11.5)
- Option 7 (75 percent solids with no unstabilized solids)
- Option 8 (90 percent solids with unstabilized solids)
- Option 9 (Injection below land surface)
- Option 10 (Incorporation into soil within 6 hours)
- Option 11 (Covering active sewage sludge unit daily)
- None or unknown

d. Describe, on this form or another sheet of paper, any treatment processes used at your facility to reduce vector attraction properties of sewage sludge:

Aerobic Digestion haul to RMF.

e. Parameter Concentrations

POLLUTANT	CONC.	UNITS
Total Nitrogen		% dry weight
Total Phosphorus		% dry weight
Total Potassium		% dry weight
Arsenic		mg/kg dry weight
Cadmium		mg/kg dry weight
Chromium		mg/kg dry weight
Copper		mg/kg dry weight
Lead		mg/kg dry weight
Mercury		mg/kg dry weight
Molybdenum		mg/kg dry weight
Nickel		mg/kg dry weight
Selenium		mg/kg dry weight
Zinc		mg/kg dry weight
pH		standard units
Total Solids		%
Other Parameters		

Date of Sample NA

5. Reliability Class

- Class I
- Class II
- Class III
- Other Equivalent Reliability

*Dual trains. Some redundancy.
Pre-dates rule.*

NA

SECTION 3. A. DISCHARGES TO SURFACE WATERS (including wetlands)

1. Discharge Serial Number and Name

Discharge Serial Number

2. Discharge Location

County

Street or Description

City or Town (if applicable)

Zip Code

Latitude

°

'

"N

Longitude

°

'

"W

Dates Coordinates Determined

Method Used to Obtain Coordinates

3. Design Capacity of the Outfall

Current Design Capacity

_____ mgd

Proposed Incremental Design Capacity

+ _____ mgd

Proposed Total Design Capacity

= _____ mgd

4. Basis of Design Flow

- Annual Average Daily Flow
- Maximum Monthly Average Daily Flow
- Three-Month Average Daily Flow
- Other

If other, specify _____

5. Basis for Effluent Limitations

- TBEL
- Level I WQBEL
- Level II WQBEL
- Other

If other, specify _____

Date Effluent Limitations Established _____

6. Description of Receiving Waters

a. Name of Receiving Water _____

b. Type of Receiving Waterbody

- Fresh
- Brackish or Marine

c. Classification of Receiving Waterbody

- Class I
- Class II
- Class III
- Class IV
- Class V

MA

Is the receiving waterbody contiguous to, or identified as, an Outstanding Florida Water (OFW) or an Outstanding National Resource Water? Yes No

If yes, name and locate on a USGS map. _____

Does this facility discharge to a receiving water that is either in Indian Country or that is upstream from (and eventually flow through) Indian Country? Yes No

d. Name of Watershed (if known) _____

United States Soil Conservation Service 14-digit Watershed Code (if known) _____

e. Name of State Management/River Basin (if known) _____

United States Geological Survey 8-digit Hydrologic Cataloging Unit Code (if known) _____

f. Critical low flow of receiving stream (if applicable)
acute _____ cfs chronic _____ cfs

g. Total hardness of receiving stream at critical low flow (if applicable) _____ mg/l of CaCO₃

7. Outfall Information

Description of Outfall and Diffuser

Construction Materials
Length From Shore _____ feet
Diameter _____ inches
Discharge Depth Below Water Surface _____ feet
Receiving Water Bottom Depth Below Water Surface _____ feet
Is the outfall equipped with a diffuser? Yes No

8. Surface Water Improvement and Management (SWIM)

a. Will the discharge affect any SWIM plan waterbodies? Yes No

b. If yes, name the waterbody _____

c. Has the SWIM plan been approved by a water management district and the Department? Yes No

d. If yes, attach documentation that the proposed discharge is consistent with the SWIM plan.

MA

9. Additional Information Required for Intermittent or Periodic Discharges

Frequency
Duration
Volume
Occurrence

_____ Times Per Year
_____ Days
_____ Thousand Gallons Per Incident

May		Sep
Jun		Oct
Jul		Nov
Aug		Dec

10. Additional Information Required for Limited Wet Weather Discharges Permitted in Accordance with Rule 62-610.860, F.A.C.

a. Downstream Waterbody

Name of nearest downstream lake, estuary, reservoir, OFW, or Class I water. Show location on a USGS map.

Classification of Downstream Waterbody

- Class I
- Class II
- Class III
- Class IV
- Class V

Distance Downstream

_____ miles

Average Flow Velocity During Anticipated Periods of Discharge

_____ feet per second

Travel Time During Anticipated Periods of Discharge

_____ hours

b. Rainfall Information

Rainfall Gauging Station Location

Period of Record Analyzed:

Beginning Year

Ending Year

Number of Years

Average Annual Rainfall

_____ inches per year

NA

c. Simulation of Operation of the Reuse, Storage, and Limited Wet Weather Discharge for an Average Rainfall Year

Year Simulated _____

Annual Rainfall During Average Year _____ inches

Number of Days Limited Wet Weather Discharge is Used During Average Rainfall Year (N) _____ days

Percent of the Days of the Year that the Limited Wet Weather Discharge will Occur During Average Rainfall Year (P) _____ %

Note:
 $P = [(N) / (365)] \times 100\%$
 P cannot exceed 25% or be less than 1%.

d. Reclaimed Water Quality (maximum monthly average)

CBOD₅ _____ mg/L
 TKN (as Nitrogen) _____ mg/L

e. Minimum Acceptable Stream Dilution Factor (SDF)

Note:
 $SDF = P(0.085 \times CBOD_5 + 0.272 \times TKN - 0.484)$
 The values for CBOD₅ and TKN should be in terms of maximum monthly average limitations as provided in 14.d. above. The value of P should be as calculated in 14.c. above.

f. Adjusted Stream Dilution Factor

Note:
 If the travel time shown in 14.a., above, is less than 24 hours, provide the adjusted minimum acceptable stream dilution factor.
 $Adjusted\ SDF = SDF \times (24\ hours) / (travel\ time\ in\ hours)$

11. Additional Information Required for Wetland Discharges

a. Is the wetland a jurisdictional wetland (i.e. within the landward extent of waters as defined in Rule 62-301.400. F.A.C., or isolated and not owned entirely by one person, or owned entirely by the State)?

Yes No

- b. Will the wetland be used as a treatment wetland or receiving wetland? Treatment Receiving

If the wetland is to be used as a treatment wetland, attach documentation showing ownership or the applicant's legal interest in the treatment wetland.

- c. If the wetland is to be used for treatment, identify the type. Man-made Hydrologically Altered
 Unaltered

- d. Is the wetland herbaceous or woody? Herbaceous Woody

- e. Identify the classification of surface waters within the wetland. Class I Class II
 Class III Class IV Class V

- f. Are the waters within the wetland part of an OFW? Yes No

12. Effluent Testing Information.

PARAMETER	MAXIMUM DAILY VALUE		AVERAGE DAILY VALUE		
	Value	Units	Value	Units	Number of Samples
pH (Minimum)		s.u.	-	-	-
pH (Maximum)		s.u.	-	-	-
Flow Rate					
Temperature (Winter)					
Temperature (Summer)					

* For pH, please report a minimum and maximum daily value.

POLLUTANT	MAXIMUM DAILY DISCHARGE		AVERAGE DAILY DISCHARGE			ANALYTICAL METHOD	MDL/PQL
	Conc.	Units	Conc.	Units	Number of Samples		
CONVENTIONAL AND NONCONVENTIONAL COMPOUNDS.							
CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND (CBOD)							
TOTAL SUSPENDED SOLDS (TSS)							
FECAL COLIFORM							

NA

13. Additional Application Information for Applicants with a Design Flow Greater Than or Equal to 0.1 mgd

a. Effluent Testing Data

POLLUTANT	MAXIMUM DAILY DISCHARGE		AVERAGE DAILY DISCHARGE			ANALYTICAL METHOD	MDL/PQL
	Conc.	Units	Conc.	Units	Number of Samples		
CONVENTIONAL AND NONCONVENTIONAL COMPOUNDS.							
AMMONIA (as N)							
CHLORINE (TOTAL RESIDUAL TRC)							
DISSOLVED OXYGEN							
TOTAL KJELDAHL NITROGEN (TKN)							
NITRATE PLUS NITRITE							
NITROGEN							
OIL and GREASE							
PHOSPHORUS (Total)							
TOTAL DISSOLVED SOLIDS (TDS)							
OTHER PARAMETERS							

b. Inflow and Infiltration

Estimate the average number of gallons per day that flow into the treatment works from inflow and/or infiltration _____ gpd

Briefly explain any steps underway or planned to minimize inflow and infiltration.

c. Operation/Maintenance Performed by Contractor(s).

Are any operational or maintenance aspects (related to wastewater treatment and effluent quality) of the treatment works the responsibility of a contractor? Yes No

If yes, list the name, address, telephone number, and status of each contractor and describe the contractor's responsibilities (attach additional pages if necessary).

Name: _____

Mailing Address: _____

Telephone Number: _____

Responsibilities of Contractor: _____

NA

14. Expanded Effluent Testing Data: 1.0 mgd and Pretreatment Treatment Works.

POLLUTANT	MAXIMUM DAILY DISCHARGE				AVERAGE DAILY DISCHARGE					ANALYTICAL METHOD	ML/MDL
	Conc.	Units	Mass	Units	Conc.	Units	Mass	Units	Number of Samples		
METALS (TOTAL RECOVERABLE), CYANIDE, PHENOLS, AND HARDNESS.											
ANTIMONY											
ARSENIC											
BERYLLIUM											
CADMIUM											
CHROMIUM											
COPPER											
LEAD											
MERCURY											
NICKEL											
SELENIUM											
SILVER											
THALLIUM											
ZINC											
CYANIDE											
TOTAL PHENOLIC COMPOUNDS											
HARDNESS (AS CaCO ₃)											
Use this space (or a separate sheet) to provide information on other metals requested by the permit writer.											
VOLATILE ORGANIC COMPOUNDS.											
ACROLEIN											
ACRYLONITRILE											
BENZENE											
BROMOFORM											
CARBON TETRACHLORIDE											
CLOROBENZENE											
CHLORODIBROMO-METHANE											
CHLOROETHANE											
2-CHLORO-ETHYLVINYL ETHER											
CHLOROFORM											
DICHLOROBROMO-METHANE											
1,1-DICHLOROETHANE											
1,2-DICHLOROETHANE											
TRANS-1,2-DICHLORO-ETHYLENE											
1,1-DICHLORO-ETHYLENE											
1,2-DICHLOROPROPAN											
1,3-DICHLORO-PROPYLENE											
ETHYLBENZENE											
METHYL BROMIDE											
METHYL CHLORIDE											
METHYLENE CHLORIDE											

SECTION 3. B. REUSE AND LAND APPLICATION SYSTEMS

1. Reuse or Land Application System Serial Number and Name

Reuse or Land Application System Serial Number R-001
(Single Rapid Infiltration Basin)

2. Reuse or Land Application System Location

County Okeechobee
 City or Town (if applicable) Okeechobee
 Street or Description SE 40th Street

Latitude 27° 13' 26.14"N
 Longitude 80° 47' 15.29"W
 Dates Coordinates Determined 02/26/2023
 Method Used to Obtain Coordinates Google Earth Pro/Previous Permit

3. Design Capacity of the Reuse or Land Application System

Current Design Capacity 0.050 mgd
 Proposed Incremental Design Capacity + 0.0 mgd
 Proposed Total Design Capacity = 0.050 mgd

4. Basis of Design Flow

- Annual Average Daily Flow
 Maximum Monthly Average Daily Flow
 Three-Month Average Daily Flow
 Other

If other, specify _____

5. Is land application continuous or intermittent?

Continuous Intermittent

6. Underdrains and Perimeter Ditches

a. Is the reuse or land application system underdrained?

MA Yes No

b. Are perimeter ditches used?

Yes No

If yes, will they be excavated to a depth which will intersect the seasonal high ground water table or the ground water mound during any portion of the year?

Yes No

7. Type of Reuse or Land Application System

- Slow-rate land application system/restricted public access (Chapter 62-610, F.A.C., Part II)
- Slow-rate land application system/public access areas, residential irrigation, and edible crop irrigation (Chapter 62-610, F.A.C., Part III)
- Rapid-rate land application system (Chapter 62-610, F.A.C., Part IV)
- Absorption field system (Chapter 62-610, F.A.C., Part V)
- Overland flow system (Chapter 62-610, F.A.C., Part VI)
- Other land application system with additional levels of preapplication treatment (Rule 62-610.660, F.A.C.)
- Other land application system with lower levels of preapplication treatment (Rule 62-610.670, F.A.C.)

8. Application Areas and Rates

Site/Use Type/Major User	Area (acres)	Rate (inches/week)	Capacity (mgd)
R-001 (1 RIB: Vantage Oaks and Service Area)	0.74	17.4	0.050
Total	0.74	17.4	0.050

9. Additional Information Required for Reuse Systems Permitted Under Part III of Chapter 62-610, F.A.C.

a. Areas Irrigated

NA

- Residential lawns
- Golf courses
- Cemeteries
- Parks, playgrounds
- Landscape areas
- Highway medians, rights-of-way
- Edible crops
- Others

If other, specify N/A

b. Other Uses of Reclaimed Water

- Toilet flushing
- Fire protection
- Construction dust control
- Aesthetic purposes (decorative ponds, fountains, etc.)
- Others

If other, specify. N/A

MA

c. How many hours per day, seven days per week, is or will an operator be on-site at the wastewater treatment facility?

NA hours per day

If the treatment facility is or will be staffed by an operator less than 24 hrs/day, describe the additional levels of reliability included within the treatment or reuse systems (See Rule 62-610.462, F.A.C.)

d. For permit renewals, list the dates on which the operating protocols (as described in Rule 62-610.463, F.A.C.) were submitted to the Department and the date of the Department's approvals during the last five years.

Date Submitted	Date Approved

e. For each site where edible crops are or will be irrigated with reclaimed water, describe the crops grown; the type of application system used; provisions for crop washing and for processing, if any; and provisions for control of public access, if any. (See Rule 62-610.475, F.A.C.)

NA

NA

SECTION 3. C. GROUND WATER DISPOSAL BY UNDERGROUND INJECTION

1. Underground Injection Well Facility Serial Number and Name

Underground Injection Well Facility Serial Number

2. Underground Injection Well Facility Location

County

City or Town (if applicable)

Street or Description

Latitude

° ' "N

Longitude

° ' "W

Dates Coordinates Determined

Method Used to Obtain Coordinates

3. Underground Injection Well Facility DEP Identification Number or Permit Application Number

4. Design Capacity of the Underground Injection Well Facility

Current Design Capacity

_____ mgd

Proposed Incremental Design Capacity

+ _____ mgd

Proposed Total Design Capacity

= _____ mgd

5. Basis of Design Flow

- Annual Average Daily Flow
- Maximum Monthly Average Daily Flow
- Three-Month Average Daily Flow
- Other

If other, specify.

6. Is injection continuous or intermittent?

Continuous Intermittent

NA

SECTION 4. SCHEDULED IMPROVEMENTS AND SCHEDULES OF IMPLEMENTATION

1. Improvements Required

a. Discharge Serial Numbers, Reclaimed Water Reuse or Land Application System Serial Numbers, and Underground Injection Well Facility Serial Numbers Affected

NA

b. Authority Imposing Requirement

- Local
- State
- Federal
- Developed by Applicant
- Other

If other, specify. _____

2. Implementation Schedule and Actual Completion Dates

Implementation Steps	Schedule	Actual Completion
a. Preliminary Plans Complete		
b. Final Plans and Specifications Complete		
c. Financing Complete		
d. Site Acquired		
e. Begin Construction		
f. End Construction		
g. Begin Reuse or Disposal		
h. Operational Level Attained		

3. Have appropriate permits/clearances concerning other Federal/State requirements been obtained?

Yes No

If so, describe briefly:

AA

SECTION 5. INDUSTRIAL WASTEWATER CONTRIBUTIONS

1. Does the treatment works have, or is it subject to, an approved pretreatment program? Yes No

2. Provide the number of each of the following types of industrial users that discharge to the treatment works.

a. Number of non-categorical SIUs. _____
b. Number of CIUs. _____

3. Significant Industrial User Information

Name _____
Number and Street _____
City/State/Zip Code _____
County _____

4. Industrial processes Affecting or Contributing to the SIU's Discharge

5. Principal Product(s) and Raw Material(s)

Principal product(s): _____
Raw material(s): _____

6. Flow Rate

a. Process wastewater flow rate.
_____ gpd Intermittent Continuous

b. Non-process wastewater flow rate.
_____ gpd Intermittent Continuous

7. Pretreatment Standards. Indicate whether the SIU is subject to the following:

a. Local limits Yes No
b. Categorical pretreatment standards Yes No

If subject to categorical pretreatment standards, which category and subcategory?

NA

8. **Problems at the Treatment Works Attributed to Waste Discharged by the SIU.** Has the SIU caused or contributed to any problems (e.g. upsets, interference) at the treatment works in the past three years?

Yes No

If yes, describe each episode.

9. **RCRA Waste.** Does the treatment works receive or has it in the past three years received RCRA hazardous waste by truck, rail, or dedicated pipe?

Yes No If no, go to question 12.

10. **Waste Transport.** Method by which RCRA waste is received (check all that apply):

Truck Rail Dedicated Pipe

11. **Waste Description.** Give EPA hazardous waste number and amount (volume or mass, specify units).

<u>EPA Hazardous Waste Number</u>	<u>Amount</u>	<u>Units</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

12. **Remediation Waste.** Does the treatment works currently (or has it been modified that it will) receive waste from remedial activities?

Yes (complete 13. through 15.) No

Provide a list of sites and the requested information (13. – 15.) for each current and future site.

13. **Waste Origin.** Describe the site and type of facility at which the CERCLA/RCRA/or other remedial waste originates (or is expected to originate in the next five years).

14. **Pollutants.** List the hazardous constituents that are received (or are expected to be received). Include data on volume and concentration, if known. (Attach additional sheets if necessary).

NA

15. Treatment.

a. Is this waste treated (or will it be treated) prior to entering the treatment works?

Yes No

If yes, describe the treatment (provide information about the removal efficiency):

b. Is the discharge (or will the discharge be) continuous or intermittent?

Continuous Intermittent

If intermittent, describe discharge schedule.

SECTION 6. ADDITIONAL INFORMATION REQUIRED FOR PERMIT RENEWALS

1. Have there been any modifications to the treatment facilities or reuse or disposal system, since the issuance of the current permit? If yes, describe on a separate sheet and attach. Yes No

2. For limited wet weather discharges, have any modifications been made to the operation, frequency of discharge, or stream hydrology since the original limited wet weather discharge permit or the most recent permit. If yes, describe on a separate sheet and attach. Yes No NA

3. Have there been any violations during the last six months? If yes, describe on a separate sheet and attach. Yes No

4. Have there been any treatment facility interferences due to the discharge of industrial wastewater to the treatment facility during the last six months? If yes, describe on a separate sheet and attach. Yes No

5. Is there any enforcement action pending against these treatment, reuse, or disposal facilities? If yes, describe on a separate sheet and attach. Yes No

6. Have all previous permit conditions, including pretreatment requirements, monitoring requirements, and operator attendance been complied with? If no, describe on a separate sheet and attach. Yes No

7. For permit renewals involving a limited wet weather discharge permitted under Rule 62-610.860, F.A.C., list the number of days during each of the last five years that the limited wet weather discharge was used. Also, list the total annual rainfall for each year.

Some data missing.

NA

Year	Number of Days Used	P (%)	Annual Rainfall (inches)
1.			
2.			
3.			
4.			
5.			
Total/Average			

NA

8. For permit renewals involving a limited wet weather discharge permitted under Rule 62-610.860, F.A.C., provide the number of days during each of the last five years that the actual dilution ratio, as defined in Rule 62-610.860, F.A.C., was less than the minimum SDF and the number of months in which the monthly average CBOD₅ or TKN in the limited wet weather discharge exceeded the permit limitations.

Year	Number of Days the Dilution Ratio Was Less Than SDF	Number of Months the Limits Were Exceeded	
		CBOD ₅	TKN
1.			
2.			
3.			
4.			
5.			

NA

SECTION 7. ADDITIONAL INFORMATION REQUIRED FOR RESIDUALS/SEPTAGE MANAGEMENT FACILITIES

1. Location of Residuals Treatment Processes N/A

(Describe in relation to the wastewater treatment processes.)

2. Type and Amount of Waste Treated at this Facility

Type	Amount (dry tons/day)	Amount (gallons/day)
Residuals	or	
Septage		
Food Establishment Sludge		
Portable Toilet Waste		
Holding Tank Waste		
Boat or Marina Waste		
Other (Describe.)	or	
Total	or	

Is the total amount estimated or actual? Estimated Actual

3. Information on Treatment Facilities Transporting Residuals

a. DEP Permit Number _____

b. Facility Name
Number and Street _____
City/State/Zip Code _____
County _____
Telephone _____

c. Facility Type Type I Type II Type III

d. Amount of Residuals Received From This Facility _____ dry tons/day or _____ gpd

Is this amount estimate or actual? Estimated Actual

MA

e. Describe the treatment provided by this facility before transport

f. Parameter Concentrations

POLLUTANT	CONC.	UNITS
Total Nitrogen		% dry weight
Total Phosphorus		% dry weight
Total Potassium		% dry weight
Arsenic		mg/kg dry weight
Cadmium		mg/kg dry weight
Chromium		mg/kg dry weight
Copper		mg/kg dry weight
Lead		mg/kg dry weight
Mercury		mg/kg dry weight
Molybdenum		mg/kg dry weight
Nickel		mg/kg dry weight
Selenium		mg/kg dry weight
Zinc		mg/kg dry weight
pH		standard units
Total Solids		%
Other Parameters		

Date of Sample

4. Describe the manifest system used for tracking residuals during transport from the facilities.

SECTION 8. DOCUMENTATION SUBMITTED

1. General Application Requirements	Attached	
	Yes	No
a. Process Flow Diagram	X	
b. Site Plan	X	
c. Location Map	X	
d. Agricultural Use Plan or Dedicated Site Plan		X
e. Capacity Analysis Report	X	
f. Results of Whole Effluent Biological Toxicity Testing		X
g. Reuse Feasibility Study		X
h. Binding Agreements and Documentation of Controls on Individual Users of Reclaimed Water		X

2. Additional Application Requirements for New Facilities and Modifications to Existing Facilities		
	Yes	No
a. Preliminary Design Report		
b. Documentation of Compliance with Antidegradation Requirements		
c. Public Service Commission Certification Number and Copy of Certificate or Order Number and Copy of Order		
d. Letter from the Management and Storage of Surface Waters Permitting Agency		
e. Request for Approval of Monitoring Plans for Discharge of Domestic Wastewater to Wetlands		
f. Concurrent Application for Ground Water Disposal by Underground Injection		
g. Application for Monitoring Plan Approval		

3. Additional Application Requirements for Permit Renewals		
	Yes	No
a. Operation and Maintenance Performance Report	X	
b. Reclaimed Water or Effluent Analysis Report		X
c. Technical Evaluation of Need to Revise Local Pretreatment Limits		X
d. Results of Mechanical Integrity Testing		X

NA

SECTION 9. CERTIFICATIONS

1. Certifications for Construction of New Facilities or Modifications to Existing Facilities

a. Applicant or Authorized Representative

I certify that the statements made in this application for a permit and all attachments are true, correct, and complete to the best of my knowledge and belief. I agree to retain the design engineer, or another professional engineer registered in Florida, to conduct on-site observation of construction, to prepare a notification of completion of construction, and to review record drawings for adequacy as referenced in Rule 62-620.630, F.A.C. Further, I agree to provide an appropriate operation and maintenance manual for the facilities pursuant to Rule 62-620.630, F.A.C., and to retain a professional engineer registered in Florida to examine (or to prepare or revise, if necessary) the manual. For projects regulated by Chapter 62-610, F.A.C., I agree to provide the additional operation requirements of that Chapter.

_____ (Signature of Applicant or Authorized Representative ¹)	_____ Date
_____ Name (please type)	_____ Company Name
_____ Title	_____ Company Street Address or P O Box
_____ Telephone No. (including area code)	_____ City, State, Zip Code

NA

b. Professional Engineer Registered in Florida

I certify that the engineering features of this domestic wastewater project have been (designed) (examined) by me and found to conform to engineering principles applicable to such projects. In my professional judgment, this facility, when properly constructed, operated, and maintained, will comply with all applicable statutes of the State of Florida and rules of the Department.

_____ Name (please type):	_____ Company Name:
_____ Florida Registration Number:	_____ Company Street Address or P O Box
_____ Telephone No. (including area code)	_____ City/State/Zip Code:
_____	(Seal, Signature, Date, Registration No.)

¹ If signed by the authorized representative, attach a letter of authorization.

NA

c. Professional Engineer Registered in Florida

I certify that this firm or individual has been retained by the applicant to prepare a notification of completion of construction, to prepare operation and maintenance manuals, and to review record drawings for adequacy as referenced in Rules 62-620.630, 62-600.717, and 62-600.720, F.A.C.

_____ Name (please type):	_____ Company Name:
_____ Florida Registration Number:	_____ Company Street Address or P O Box
_____ Telephone No. (including area code)	_____ City/State/Zip Code:

(Seal, Signature, Date, Registration No.)

2. Certifications for Permit Renewals

a. Applicant or Authorized Representative

I certify that the statements made in this application for a permit and all attachments are true, correct and complete to the best of my knowledge and belief. I agree to operate and maintain these wastewater facilities in such a manner as to comply with the provisions of Chapter 403, F.S., Chapter 62-600, F.A.C., and all other applicable rules of the Department. Further, an appropriate operation and maintenance manual which has been examined by a professional engineer as certified below is available and located at Vantage Oaks WWTF and can be submitted upon request as part of the permit procedure. A copy of the record drawings or other plans (as applicable) showing modifications to existing facilities, as referenced in Rule 62-600.717, F.A.C., is available at the same location. I also understand that a permit if granted by the Department, is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C., and I will notify the Department in accordance with this rule upon sale or legal transfer of the permitted facilities. In the event of abandonment or inactivation of the facilities, I will notify the Department and ensure that public health and safety are protected as required by Rule 62-620.610, F.A.C.

_____ (Signature of Applicant or Authorized Representative ²)	3 23 2023 Date
Austin Berk Name (please type)	Vantage Oaks, LLC Company Name
Permittee	10221 River Road #59831 Company Street Address or P O Box
Title	Potomac, MD 20859 City, State, Zip Code
(202) 838-6471 Telephone No. (including area code)	

² If signed by the authorized representative, attach a letter of authorization.

b. Professional Engineer

I certify that the engineering features of these domestic wastewater facilities have been examined by me and found to conform to engineering principles applicable to such projects. I certify that the operation and maintenance manual for these wastewater facilities has been prepared or examined by me or by individual(s) under my direct supervision and that there is reasonable assurance, in my professional judgement, that the facilities, when properly operated and maintained in accordance with this manual, will comply with all applicable statutes of the State of Florida and rules of the Department.

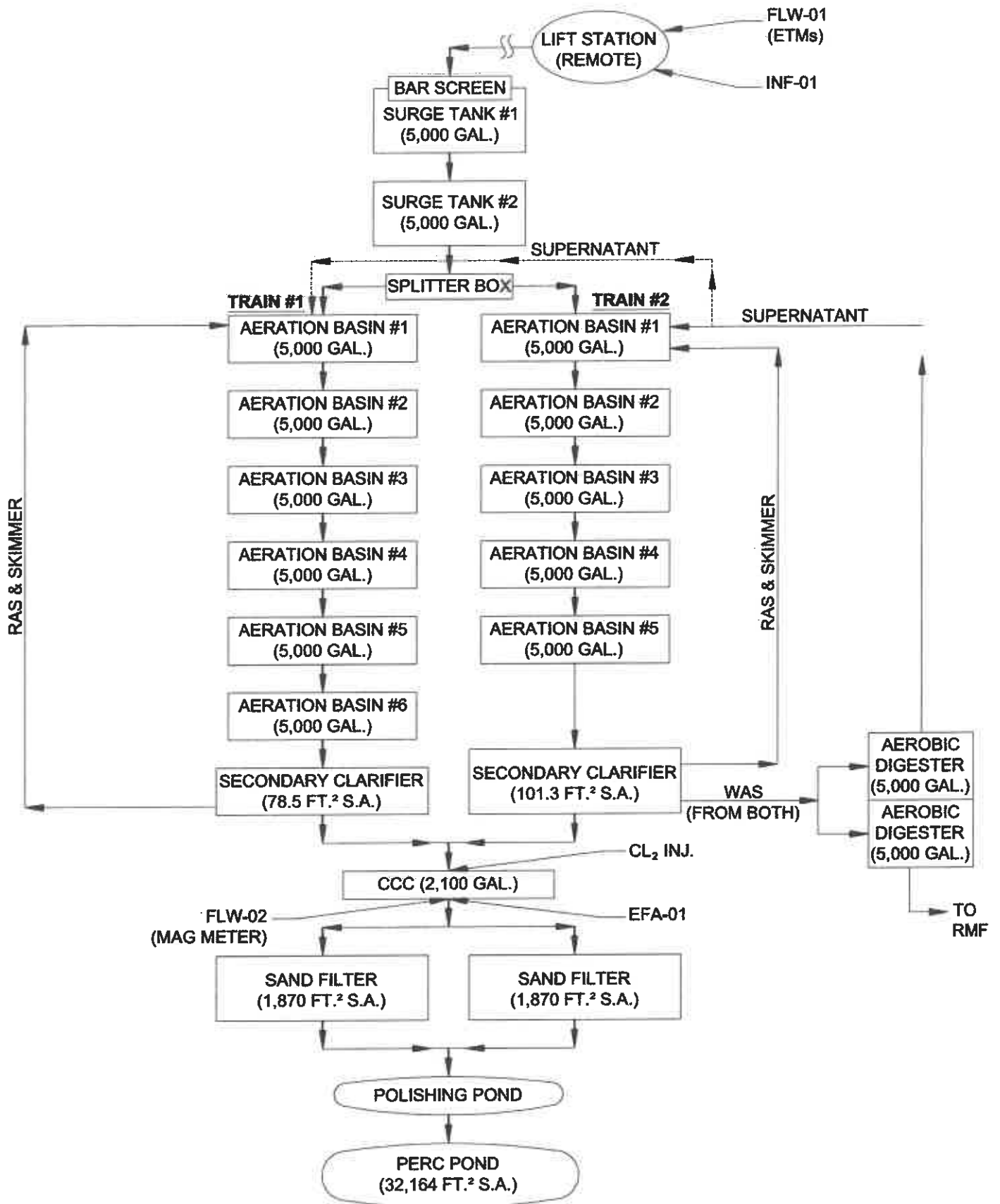
Ivy Mark Cadenhead
Name (please type):
49449
Florida Registration Number:
(904) 307-6824
Telephone No. (including area code)

Ivy Mark Cadenhead, P.E.
3/24/2023

Cadenhead Env. Engineering Services, Inc.
Company Name:
1982 State Road 44, #201
Company Street Address or P O Box
New Smyrna Beach, FL 32168
City/State/Zip Code:

(Seal, Signature, Date, Registration No.)

Ivy Mark Cadenhead, P.E.
FL 49449
3/24/23



CADENHEAD ENVIRONMENTAL ENGINEERING SERVICES, INC.
VANTAGE OAKS WWTF

REVISION:	PROCESS FLOW DIAGRAM	DATE: 12/05/2022
	DRAWING NO.: FLA013897	SCALE: N.T.S.
	DRAWN BY: T.C.	PAGE #: 1 OF 2

Residuals Management and Biosolids Storage Plan

Biosolids are currently hauled to Tir na n'Og Ranch BTF. An updated contract agreement is pending.

Biosolids Storage Plan: There are two (2) 5,000-gallon Aerobic Digesters at the plant. When the Digester is pumped, all basins and lift stations may be pumped to control not only biosolids but also sand and grit. In accordance with the rules and permit of the agency, biosolids may be hauled to another permitted Residuals Management Facility or treatment plant with approval and notification to the Department. For small wastewater treatment facilities, hauling occurs only a couple times per year. There should be no emergency situations in terms of sludge hauling under normal circumstances, but should the plant need to haul, arrangements can be made. The Permittee or a representative will notify the agency in the event of an "emergency" sludge hauling situation and all materials will be properly tracked and documented. Hauling frequency varies as does the occupancy so, at times, the materials may be held for an excess of 40 days. At other times, hauls are made monthly. Regardless, the residuals are hauled to a RMF for treatment and final use or disposal.

The most recent haul reported at the time of the application submittal was July 2022. The data range was only until September 2022.

Other basins are pumped when the Digester are pumped, including the Lift Stations as needed.

ABBREVIATED CAPACITY ANALYSIS REPORT

**VANTAGE OAKS WWTF
SE 40TH STREET
OKEECHOBEE, FLORIDA 34974**

FACILITY I.D. No.: FLA013897

Date Prepared: March 4, 2023

**Cadenhead Environmental Engineering Services, Inc.
1982 State Road 44, #201
New Smyrna Beach, FL 32168
(904) 307-6824**

PERMITTEE'S CERTIFICATION STATEMENT: VANTAGE OAKS WWTF CAR

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



Austin Berk, Permittee
Vantage Oaks, LLC
10221 River Road #59831
Potomac, Maryland 20859
(202) 838-6471
austin@parakeetcommunities.com

3/23/2023

Date

PROFESSIONAL ENGINEER'S CERTIFICATION STATEMENT

This is to certify that the information contained in this report is true and correct to the best of my knowledge. The report was prepared in accordance with sound engineering principles, and I have discussed any recommendations and findings with the permittee or the permittee's delegated representative. Further, the facility, when properly operated and maintained, will comply with all applicable statutes and rules of the Department and the facility will be capable of meeting permit limitations during the period for which the operation permit is requested.



Ivy Mark Cadenhead, P. E.
Florida P. E. No.: 49449
Cadenhead Environmental Engineering Services, Inc.
1982 SR 44, #201
New Smyrna Beach, Florida 32168
(904) 307-6824
mark_cadenhead@bellsouth.net

3/24/2023

Date



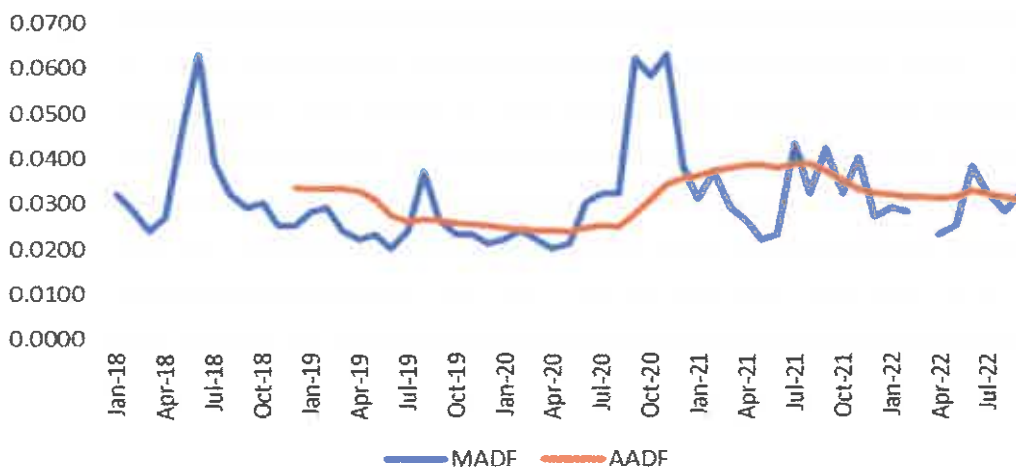
Chapter 1: Existing Conditions

The Vantage Oaks WWTF is dedicated solely to serving the residents and visitors of and to the community. The service area includes Vantage Oaks MHP, a Recreational Vehicle area with an Auto Service Shop and a local area not associated with the MHP. Vantage Oaks has 172 units; John's RV and Auto Service has 113 units; and the area outside the park(s) has 54 lots. There are currently no plans to expand the service area for connection to this plant. *A check on availability of connection to municipal sewerage indicated that although construction was reaching into the area, the distance to connection was too great currently.*

The permitted capacity for the facility is 0.050 million gallons per day (mgd) based on three-month average daily flow (TMADF).

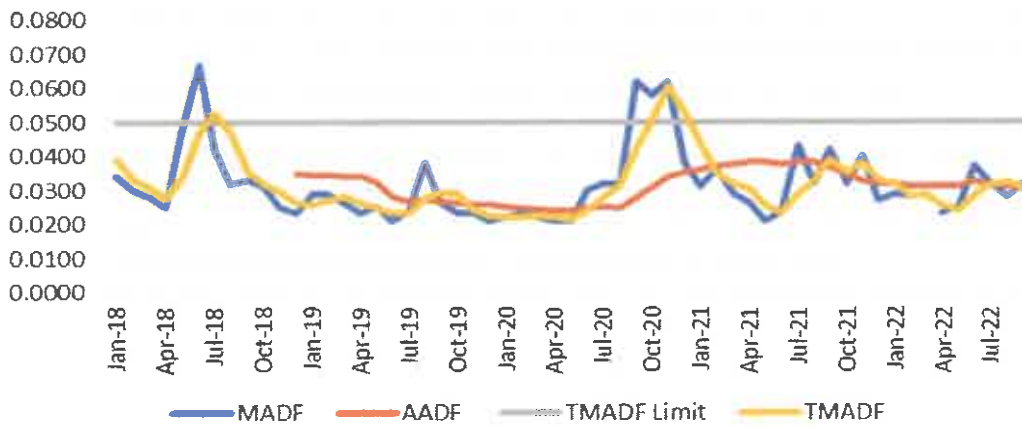
In general, the most recent 57 months of flow data at EFA-01/FLW-01 are included in the attached table. *March 2022 Discharge Monitoring Report (DMR) appears to have not been submitted by the previous operator.* Please note Table 1: MADF, AADF and TMADF which is attached. Graphically the information is presented in Figure 1 for Flow Thru the Plant. Data is from January 2018 until September 2022. Information presented was obtained from the operator, WAFR and the most recent information in OCULUS. *The most recent information in OCULUS at the time of the writing of this report was October 2022.*

Table 1: MADF and AADF Thru the Plant: FLW-01



Flow is also to be reported using a Magmeter at the end of the Chlorine Contact Chambers (FLW-02). That data is presented in Table 1a and Figure 1a. The flows are often the same which is unusual since there is holding time in the plant. *The panel at the Lift Station is not in good condition so the operator may be only reading the Magmeter.*

Table 1a: Flow to R001: FLW-2, MADF, TMADF and AADF vs. TMADF Limit



The facility has exceeded 100% of the permitted capacity at times. Some work has been completed on the collection system piping to reduce Infiltration and Intrusion. More recent data indicate a reduction in flows overall and fewer extremely elevated flow days. However, flows to the plant must be monitored closely.

Table 2 provides a comparison of the 12-month rolling average for Annual Average Daily Flow (AADF). The maximum AADF was recorded July and August 2021 at 0.0387 mgd. *AADF is not required to be reported by the Permittee.*

Table 2: Annual Average Daily Flow, Month to Month
 AADF is not required to be reported.

MONTH	2018	2019	2020	2021	2022
January		0.0331	0.0245	0.0361	0.0318
February		0.0332	0.0241	0.0372	0.0311
March		0.0332	0.0239	0.0378	0.0313
April		0.0328	0.0238	0.0383	0.0310
May		0.0308	0.0236	0.0383	0.0313
June		0.0272	0.0244	0.0378	0.0326
July		0.0259	0.0251	0.0387	0.0316
August		0.0263	0.0247	0.0387	0.0313
September		0.0261	0.0277	0.0370	0.0304
October		0.0255	0.0306	0.0348	
November		0.0253	0.0339	0.0329	
December	0.0334	0.0250	0.0353	0.0320	
Annual Avg. Monthly	0.0334	0.0287	0.0268	0.0366	0.0314
Max Month	0.0334	0.0332	0.0353	0.0387	0.0326

The TMADF is normally a good indicator of any seasonality and the plant approaching capacity. The design capacity of the plant is 0.050 mgd, based on TMADF. The maximum TMADF was 0.0610 mgd in November 2020. Due to the nature of some of the connections, RV units and occupancy fluctuations at the Mobile Home Park and other units, the flows seem extremely variable. Covid 19 could have impacted occupancy and flows to the wastewater treatment plant.

Table 3: TMADF Comparison, month to month

MONTH	2018	2019	2020	2021	2022
January	0.0390	0.0260	0.0220	0.0440	0.0320
February	0.0330	0.0273	0.0223	0.0353	0.0280
March	0.0280	0.0270	0.0227	0.0323	0.0285
April	0.0263	0.0250	0.0220	0.0307	0.0255
May	0.0327	0.0230	0.0210	0.0257	0.0240
June	0.0457	0.0217	0.0237	0.0237	0.0287
July	0.0497	0.0223	0.0277	0.0293	0.0317
August	0.0447	0.0270	0.0313	0.0327	0.0327
September	0.0333	0.0290	0.0420	0.0390	0.0307
October	0.0303	0.0287	0.0507	0.0353	
November	0.0280	0.0240	0.0610	0.0380	
December	0.0267	0.0223	0.0530	0.0330	
Annual Avg. Monthly	0.0348	0.0253	0.0333	0.0333	0.0291
Max Month	0.0497	0.0290	0.0610	0.0440	0.0327

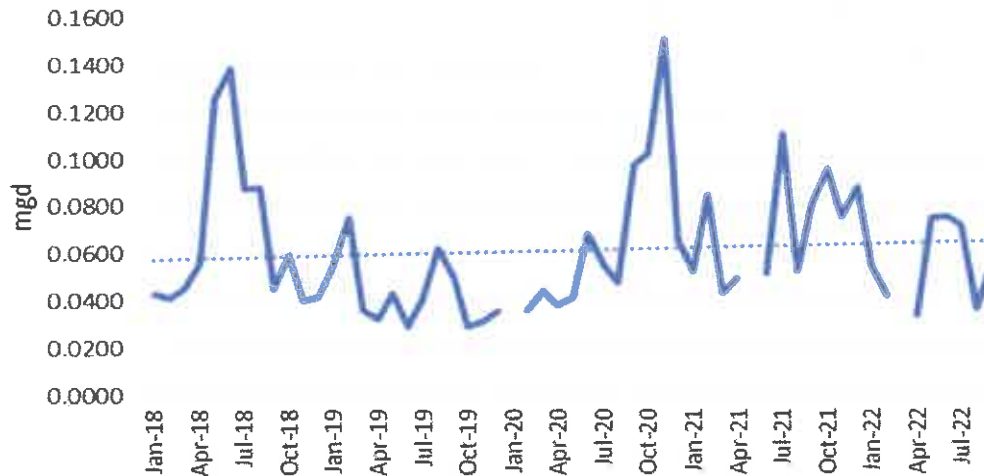
The maximum Monthly Average Daily Flow (MADF) was 0.0630 mgd June 2018 and November 2020. *These flows are very elevated compared to other flow results although September, October and November 2020 were all high compared to past results and the 2021 and 2022 measurements. It is critical to note the flows and ensure that any Infiltration and/or Intrusion (I/I) are addressed. Additionally, plumbing should be checked frequently at all units.* Please see Table 4 below.

Table 4: Monthly Flow Comparison, Month to Month

MONTH	2018	2019	2020	2021	2022
January	0.0320	0.0280	0.0220	0.0310	0.0290
February	0.0280	0.0290	0.0240	0.0370	0.0280
March	0.0240	0.0240	0.0220	0.0290	
April	0.0270	0.0220	0.0200	0.0260	0.0230
May	0.0470	0.0230	0.0210	0.0220	0.0250
June	0.0630	0.0200	0.0300	0.0230	0.0380
July	0.0390	0.0240	0.0320	0.0430	0.0320
August	0.0320	0.0370	0.0320	0.0320	0.0280
September	0.0290	0.0260	0.0620	0.0420	0.0320
October	0.0300	0.0230	0.0580	0.0320	
November	0.0250	0.0230	0.0630	0.0400	
December	0.0250	0.0210	0.0380	0.0270	
Annual Avg. Monthly	0.0334	0.0250	0.0353	0.0320	0.0294
Max Month	0.0630	0.0370	0.0630	0.0430	0.0380

For the data from January 2018 until September 2022, maximum daily flow reached 0.150 mgd in November 2020. The value is slightly out of line with historical data, but not out of line with flows reported since approximately during the timeframe studied. The data point is assumed to be accurate and was not eliminated. Maximum daily flow results are presented in the attached Table 5 and below in Figure 2. Maximum Daily Maximum Daily Flow are trending toward slight increase overall, but the flow magnitudes are very erratic.

Figure 2: Maximum Day Flow



Influent monitoring is conducted monthly. The method of influent sampling is “Grab”.

The CBOD₅ average value was 146.7 mg/L which is “weak” compared to the assumed design value of 200 mg/L. The median value was 144 mg/L. Maximum concentration was 335 mg/L, and the minimum was 40 mg/L. The range is large.

The average removal for CBOD₅ was 95.7% which is good. The minimum removal was 65.2% in August 2020 when the influent was “weak” and the effluent value was elevated at 16 mg/L. There are several other instances similarly when the removal was near or below 80%. Please see Table 6 attached for influent concentrations and percent removals for CBOD₅.

The average influent TSS concentration was 168.1 mg/L which is below the assumed design concentration of 200 mg/L. The median value was 138.5 mg/L which is “weak” overall. The maximum concentration was 475 mg/L, and the minimum was 45.0 mg/L. The TSS influent results are variable and may be indicating I/I and/or plumbing issues at the units. **Both I/I and plumbing should be investigated at the facility.**

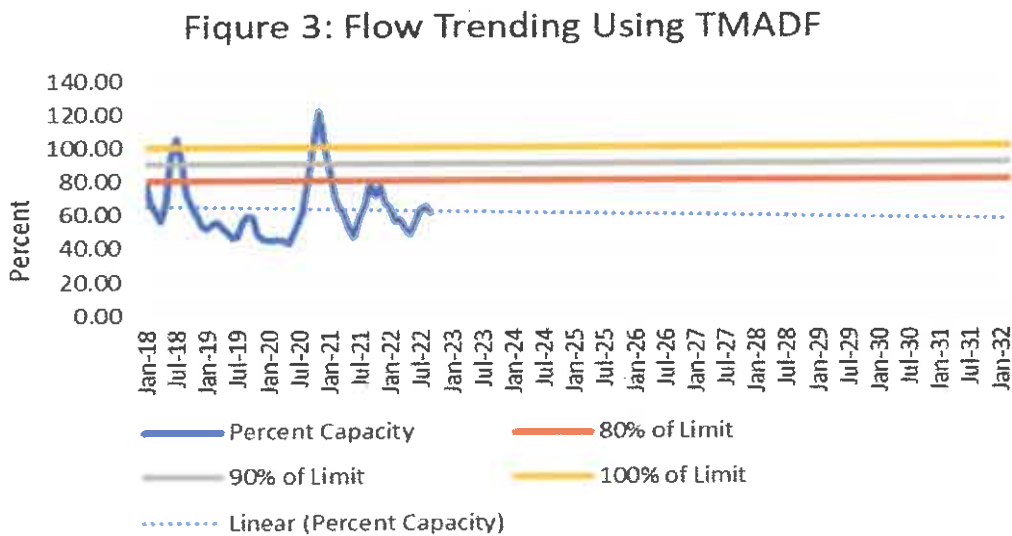
The average removal for TSS was 97.5% which is good and above the assumed design removal of 90%. The minimum TSS removal was 84.1%. Please see Table 7 attached for influent TSS concentrations and percent removals.

There are no loading issues. The flows are normally less than the design capacity of the plant and both influent parameters are “weak” compared to the assumed values of 200 mg/L. Removals, on average, are very good for the facility for both influent parameters.

Chapter 2: Future Conditions

Overall, the percentage capacity decreased slightly over the timeframe studied. There were some very elevated readings in 2018 and 2021. Operators have changed since those readings were taken and issues at the plant could not be discussed or reviewed. The facility is currently below 80% of capacity consistently but very elevated flow *days* still occur.

Figure 3 provides the trend based on historical data. The trend line % Capacity is based on the TMADF. Based on the current data, none of the benchmark capacity levels will be reached during the upcoming life of this permit should the flow trend continue.



Chapter 3: Summary and Conclusions

Based on the current trend analysis, flow should not be an issue for the permit cycle barring any major changes in occupancy. There are no known plans for expansion of the service area.

There are no loading issues. The influent concentrations for CBOD₅ and TSS are “weak” and the plant manages both well on average. The effluent limits on the parameters are being met.

Flows to the plant are not currently an issue in terms of capacity of the plant. *However, the very high maximum daily flows seem to indicate that there is some unusual and inconsistent inflow to the plant. It is recommended that the Permittee contact Florida Rural Water Association, if they are a member, and have the collection system smoke tested. Also, the manager, at the direction of the Permittee, should visit all contributing users/units and discuss the importance of addressing any plumbing issues. Running toilets or leaking faucets should be scheduled for repairs immediately upon being identified.*

The facility is in the Lake Okeechobee BMAP and may not qualify for a 10-year permit. Due to some past elevated flows reported, the agency may only allow for a 5-year permit at this time.

Table 1a: Flow to R-001 (RIB): FLW-2

AADF is not required to be reported per the permit.

DATE	MADF	AADF	TMADF Limit	TMADF	Percent Capacity	
Jan-18	0.0340		0.050	0.0390	78.0	
Feb-18	0.0300		0.050	0.0330	66.0	
Mar-18	0.0280		0.050	0.0307	61.3	
Apr-18	0.0250		0.050	0.0277	55.3	
May-18	0.0490		0.050	0.0340	68.0	
Jun-18	0.0670		0.050	0.0470	94.0	
Jul-18	0.0420		0.050	0.0527	105.3	
Aug-18	0.0320		0.050	0.0470	94.0	
Sep-18	0.0330		0.050	0.0357	71.3	
Oct-18	0.0310		0.050	0.0320	64.0	
Nov-18	0.0250		0.050	0.0297	59.3	
Dec-18	0.0230	0.0349	0.050	0.0263	52.7	(AA by eng.)
Jan-19	0.0290	0.0345	0.050	0.0257	51.3	(AA by eng.)
Feb-19	0.0290	0.0344	0.050	0.0270	54.0	(AA by eng.)
Mar-19	0.0260	0.0343	0.050	0.0280	56.0	(AA by eng.)
Apr-19	0.0230	0.0341	0.050	0.0260	52.0	(AA by eng.)
May-19	0.0250	0.0321	0.050	0.0247	49.3	(AA by eng.)
Jun-19	0.0210	0.0283	0.050	0.0230	46.0	(AA by eng.)
Jul-19	0.0240	0.0268	0.050	0.0233	46.7	(AA by eng.)
Aug-19	0.0380	0.0273	0.050	0.0277	55.3	(AA by eng.)
Sep-19	0.0260	0.0267	0.050	0.0293	58.7	(AA by eng.)
Oct-19	0.0230	0.0260	0.050	0.0290	58.0	(AA by eng.)
Nov-19	0.0230	0.0258	0.050	0.0240	48.0	(AA by eng.)
Dec-19	0.0210	0.0257	0.050	0.0223	44.7	(AA by eng.)
Jan-20	0.0220	0.0251	0.050	0.0220	44.0	(AA by eng.)
Feb-20	0.0230	0.0246	0.050	0.0220	44.0	(AA by eng.)
Mar-20	0.0220	0.0243	0.050	0.0223	44.7	(AA by eng.)
Apr-20	0.0210	0.0241	0.050	0.0220	44.0	(AA by eng.)
May-20	0.0210	0.0238	0.050	0.0213	42.7	(AA by eng.)
Jun-20	0.0300	0.0245	0.050	0.0240	48.0	(AA by eng.)
Jul-20	0.0320	0.0252	0.050	0.0277	55.3	(AA by eng.)
Aug-20	0.0320	0.0247	0.050	0.0313	62.7	(AA by eng.)
Sep-20	0.0620	0.0277	0.050	0.0420	84.0	(AA by eng.)
Oct-20	0.0580	0.0306	0.050	0.0507	101.3	(AA by eng.)
Nov-20	0.0620	0.0338	0.050	0.0607	121.3	(AA by eng.)
Dec-20	0.0380	0.0353	0.050	0.0527	105.3	(AA by eng.)
Jan-21	0.0310	0.0360	0.050	0.0437	87.3	(AA by eng.)
Feb-21	0.0360	0.0371	0.050	0.0350	70.0	(AA by eng.)
Mar-21	0.0290	0.0377	0.050	0.0320	64.0	(AA by eng.)
Apr-21	0.0260	0.0381	0.050	0.0303	60.7	(AA by eng.)
May-21	0.0210	0.0381	0.050	0.0253	50.7	(AA by eng.)
Jun-21	0.0230	0.0375	0.050	0.0233	46.7	(AA by eng.)
Jul-21	0.0430	0.0384	0.050	0.0290	58.0	(AA by eng.)
Aug-21	0.0320	0.0384	0.050	0.0327	65.3	(AA by eng.)
Sep-21	0.0420	0.0368	0.050	0.0390	78.0	(AA by eng.)
Oct-21	0.0320	0.0346	0.050	0.0353	70.7	(AA by eng.)
Nov-21	0.0400	0.0328	0.050	0.0380	76.0	(AA by eng.)
Dec-21	0.0270	0.0318	0.050	0.0330	66.0	(AA by eng.)
Jan-22	0.0290	0.0317	0.050	0.0320	64.0	(AA by eng.)
Feb-22	0.0220	0.0310	0.050	0.0280	56.0	(AA by eng.)
Mar-22		0.0312	0.050	0.0285	57.0	(AA by eng.)
Apr-22	0.0230	0.0309	0.050	0.0255	51.0	(AA by eng.)
May-22	0.0250	0.0313	0.050	0.0240	48.0	(AA by eng.)
Jun-22	0.0370	0.0325	0.050	0.0283	56.7	(AA by eng.)
Jul-22	0.0320	0.0315	0.050	0.0313	62.7	(AA by eng.)
Aug-22	0.0280	0.0312	0.050	0.0323	64.7	(AA by eng.)
Sep-22	0.0320	0.0303	0.050	0.0307	61.3	(AA by eng.)

Table 1: Flow through the plant (mgd): FLW-1
 AADF is not required to be reported per the permit.

DATE	MADF	AAADF	TMADF Limit	TMADF
Jan-18	0.0320		Report	0.0390
Feb-18	0.0280		Report	0.0330
Mar-18	0.0240		Report	0.0280
Apr-18	0.0270		Report	0.0263
May-18	0.0470		Report	0.0327
Jun-18	0.0630		Report	0.0457
Jul-18	0.0390		Report	0.0497
Aug-18	0.0320		Report	0.0447
Sep-18	0.0290		Report	0.0333
Oct-18	0.0300		Report	0.0303
Nov-18	0.0250		Report	0.0280
Dec-18	0.0250	0.0334	Report	0.0267 (AA by eng.)
Jan-19	0.0280	0.0331	Report	0.0260 (AA by eng.)
Feb-19	0.0290	0.0332	Report	0.0273 (AA by eng.)
Mar-19	0.0240	0.0332	Report	0.0270 (AA by eng.)
Apr-19	0.0220	0.0328	Report	0.0250 (AA by eng.)
May-19	0.0230	0.0308	Report	0.0230 (AA by eng.)
Jun-19	0.0200	0.0272	Report	0.0217 (AA by eng.)
Jul-19	0.0240	0.0259	Report	0.0223 (AA by eng.)
Aug-19	0.0370	0.0263	Report	0.0270 (AA by eng.)
Sep-19	0.0260	0.0261	Report	0.0290 (AA by eng.)
Oct-19	0.0230	0.0255	Report	0.0287 (AA by eng.)
Nov-19	0.0230	0.0253	Report	0.0240 (AA by eng.)
Dec-19	0.0210	0.0250	Report	0.0223 (AA by eng.)
Jan-20	0.0220	0.0245	Report	0.0220 (AA by eng.)
Feb-20	0.0240	0.0241	Report	0.0223 (AA by eng.)
Mar-20	0.0220	0.0239	Report	0.0227 (AA by eng.)
Apr-20	0.0200	0.0238	Report	0.0220 (AA by eng.)
May-20	0.0210	0.0236	Report	0.0210 (AA by eng.)
Jun-20	0.0300	0.0244	Report	0.0237 (AA by eng.)
Jul-20	0.0320	0.0251	Report	0.0277 (AA by eng.)
Aug-20	0.0320	0.0247	Report	0.0313 (AA by eng.)
Sep-20	0.0620	0.0277	Report	0.0420 (AA by eng.)
Oct-20	0.0580	0.0306	Report	0.0507 (AA by eng.)
Nov-20	0.0630	0.0339	Report	0.0610 (AA by eng.)
Dec-20	0.0380	0.0353	Report	0.0530 (AA by eng.)
Jan-21	0.0310	0.0361	Report	0.0440 (AA by eng.)
Feb-21	0.0370	0.0372	Report	0.0353 (AA by eng.)
Mar-21	0.0290	0.0378	Report	0.0323 (AA by eng.)
Apr-21	0.0260	0.0383	Report	0.0307 (AA by eng.)
May-21	0.0220	0.0383	Report	0.0257 (AA by eng.)
Jun-21	0.0230	0.0378	Report	0.0237 (AA by eng.)
Jul-21	0.0430	0.0387	Report	0.0293 (AA by eng.)
Aug-21	0.0320	0.0387	Report	0.0327 (AA by eng.)
Sep-21	0.0420	0.0370	Report	0.0390 (AA by eng.)
Oct-21	0.0320	0.0348	Report	0.0353 (AA by eng.)
Nov-21	0.0400	0.0329	Report	0.0380 (AA by eng.)
Dec-21	0.0270	0.0320	Report	0.0330 (AA by eng.)
Jan-22	0.0290	0.0318	Report	0.0320 (AA by eng.)
Feb-22	0.0280	0.0311	Report	0.0280 (AA by eng.)
Mar-22		0.0313	Report	0.0285 (AA by eng.)
Apr-22	0.0230	0.0310	Report	0.0255 (AA by eng.)
May-22	0.0250	0.0313	Report	0.0240 (AA by eng.)
Jun-22	0.0380	0.0326	Report	0.0287 (AA by eng.)
Jul-22	0.0320	0.0316	Report	0.0317 (AA by eng.)
Aug-22	0.0280	0.0313	Report	0.0327 (AA by eng.)
Sep-22	0.0320	0.0304	Report	0.0307 (AA by eng.)

Table 5: Maximum Day Flow

DATE	Max. Day Flow
Jan-18	0.0430
Feb-18	0.0410
Mar-18	0.0450
Apr-18	0.0560
May-18	0.1260
Jun-18	0.1380
Jul-18	0.0870
Aug-18	0.0880
Sep-18	0.0450
Oct-18	0.0590
Nov-18	0.0400
Dec-18	0.0420
Jan-19	0.0540
Feb-19	0.0750
Mar-19	0.0360
Apr-19	0.0320
May-19	0.0430
Jun-19	0.0290
Jul-19	0.0400
Aug-19	0.0620
Sep-19	0.0500
Oct-19	0.0290
Nov-19	0.0310
Dec-19	0.0350
Jan-20	
Feb-20	0.0360
Mar-20	0.0440
Apr-20	0.0380
May-20	0.0410
Jun-20	0.0680
Jul-20	0.0550
Aug-20	0.0470
Sep-20	0.0970
Oct-20	0.1020
Nov-20	0.1500
Dec-20	0.0650
Jan-21	0.0520
Feb-21	0.0840
Mar-21	0.0430
Apr-21	0.0490
May-21	
Jun-21	0.0510
Jul-21	0.1100
Aug-21	0.0520
Sep-21	0.0800
Oct-21	0.0950
Nov-21	0.0750
Dec-21	0.0870
Jan-22	0.0540
Feb-22	0.0420
Mar-22	
Apr-22	0.0330
May-22	0.0740
Jun-22	0.0750
Jul-22	0.0710
Aug-22	0.0360
Sep-22	0.0540

CBOD5

DATE	Mo. Avg.	Single Sample Max.	Annual Avg.	AA Limit	Mo. Avg. Limit	Single Sample Limit	
Jan-18	2.00	2.00	3.18	20	30	60	AA by op.)
Feb-18	2.00	2.00	3.18	20	30	60	AA by op.)
Mar-18	2.00	2.00	3.18	20	30	60	AA by op.)
Apr-18	2.00	2.00	3.18	20	30	60	AA by op.)
May-18	2.00	2.00	3.18	20	30	60	AA by op.)
Jun-18	2.00	2.00	3.18	20	30	60	AA by op.)
Jul-18	2.00	2.00	3.18	20	30	60	AA by op.)
Aug-18	2.00	2.00	3.18	20	30	60	AA by op.)
Sep-18	2.00	2.00	3.18	20	30	60	AA by op.)
Oct-18	2.00	2.00	3.18	20	30	60	AA by op.)
Nov-18	2.00	2.00	2.00	20	30	60	AA by op.)
Dec-18	2.00	2.00	2.00	20	30	60	(AA by eng.)
Jan-19	2.00	2.00	2.00	20	30	60	(AA by eng.)
Feb-19	3.84	3.84	2.15	20	30	60	(AA by eng.)
Mar-19	2.00	2.00	2.15	20	30	60	(AA by eng.)
Apr-19	6.12	6.12	2.50	20	30	60	(AA by eng.)
May-19	2.00	2.00	2.50	20	30	60	(AA by eng.)
Jun-19	2.00	2.00	2.50	20	30	60	(AA by eng.)
Jul-19	2.00	2.00	2.50	20	30	60	(AA by eng.)
Aug-19	2.00	2.00	2.50	20	30	60	(AA by eng.)
Sep-19	11.00	11.00	3.25	20	30	60	(AA by eng.)
Oct-19	2.00	2.00	3.25	20	30	60	(AA by eng.)
Nov-19	2.00	2.00	3.25	20	30	60	(AA by eng.)
Dec-19	2.00	2.00	3.25	20	30	60	(AA by eng.)
Jan-20	2.00	2.00	3.25	20	30	60	(AA by eng.)
Feb-20	2.00	2.00	3.09	20	30	60	(AA by eng.)
Mar-20	2.00	2.00	3.09	20	30	60	(AA by eng.)
Apr-20	2.00	2.00	2.75	20	30	60	(AA by eng.)
May-20	2.00	2.00	2.75	20	30	60	(AA by eng.)
Jun-20	17.70	17.70	4.06	20	30	60	(AA by eng.)
Jul-20	2.00	2.00	4.06	20	30	60	(AA by eng.)
Aug-20	16.00	16.00	5.23	20	30	60	(AA by eng.)
Sep-20	2.00	2.00	4.48	20	30	60	(AA by eng.)
Oct-20	2.00	2.00	4.48	20	30	60	(AA by eng.)
Nov-20	2.00	2.00	4.48	20	30	60	(AA by eng.)
Dec-20	2.00	2.00	4.48	20	30	60	(AA by eng.)
Jan-21	17.60	17.60	5.78	20	30	60	(AA by eng.)
Feb-21	14.10	14.10	6.78	20	30	60	(AA by eng.)
Mar-21	17.70	17.70	8.09	20	30	60	(AA by eng.)
Apr-21	34.10	34.10	10.77	20	30	60	(AA by eng.)
May-21	4.29	4.29	10.96	20	30	60	(AA by eng.)
Jun-21	57.00	57.00	14.23	20	30	60	(AA by eng.)
Jul-21	2.00	2.00	14.23	20	30	60	(AA by eng.)
Aug-21	2.00	2.00	13.07	20	30	60	(AA by eng.)
Sep-21	2.00	2.00	13.07	20	30	60	(AA by eng.)
Oct-21	2.00	2.00	13.07	20	30	60	(AA by eng.)
Nov-21	4.98	4.98	13.31	20	30	60	(AA by eng.)
Dec-21	2.00	2.00	13.31	20	30	60	(AA by eng.)
Jan-22	2.00	2.00	12.01	20	30	60	(AA by eng.)
Feb-22	2.00	2.00	11.01	20	30	60	(AA by eng.)
Mar-22			10.40	20	30	60	(AA by eng.)
Apr-22	2.00	2.00	7.48	20	30	60	(AA by eng.)
May-22	2.00	2.00	7.27	20	30	60	(AA by eng.)
Jun-22	2.00	2.00	2.27	20	30	60	(AA by eng.)
Jul-22	1.30	1.30	2.21	20	30	60	(AA by eng.)
Aug-22	7.30	7.30	2.69	20	30	60	(AA by eng.)

Sep-22	6.60	6.60	3.11	20	30	60	(AA by eng.)
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Table 7: TSS Influent Concentration and Percent Removal

DATE	Influent	Effluent (Max)	% Removal
Jan-18	152.00	1.30	99.14
Feb-18	88.00	3.80	95.68
Mar-18	178.00	1.30	99.27
Apr-18	154.00	2.89	98.12
May-18	212.00	2.22	98.95
Jun-18	121.00	2.67	97.79
Jul-18	136.00	2.22	98.37
Aug-18	136.00	1.43	98.95
Sep-18	138.00	1.10	99.20
Oct-18	130.00	1.30	99.00
Nov-18	62.33	7.20	88.45
Dec-18	356.00	1.22	99.66
Jan-19	123.00	1.70	98.62
Feb-19	139.00	1.70	98.78
Mar-19	138.00	1.00	99.28
Apr-19	218.00	2.10	99.04
May-19	173.00	3.50	97.98
Jun-19	213.00	3.50	98.36
Jul-19	71.00	8.40	88.17
Aug-19	79.00	12.60	84.05
Sep-19	185.00	1.20	99.35
Oct-19	80.00	3.50	95.63
Nov-19	200.00	1.50	99.25
Dec-19	198.00	1.50	99.24
Jan-20	208.00	2.10	98.99
Feb-20	177.00	3.20	98.19
Mar-20	206.00	1.20	99.42
Apr-20	114.00	1.70	98.51
May-20	238.00	1.00	99.58
Jun-20	224.00	4.00	98.21
Jul-20	69.00	2.80	95.94
Aug-20	122.00	1.20	99.02
Sep-20	166.00	12.30	92.59
Oct-20	49.00	3.30	93.27
Nov-20	45.00	1.00	97.78
Dec-20	459.00	1.00	99.78
Jan-21	119.00	1.00	99.16
Feb-21	122.00	1.70	98.61
Mar-21	127.00	1.00	99.21
Apr-21	106.00	1.00	99.06
May-21	446.00	2.90	99.35
Jun-21	377.00	1.00	99.73
Jul-21	109.00	3.80	96.51
Aug-21	93.00	1.60	98.28
Sep-21	146.00	9.19	93.71
Oct-21	475.00	1.20	99.75
Nov-21	106.00	1.40	98.68
Dec-21	169.00	7.30	95.68
Jan-22	85.00	4.40	94.82
Feb-22	203.00	3.20	98.42
Mar-22			
Apr-22	392.00	1.00	99.74
May-22	172.00	6.00	96.51
Jun-22	72.00	2.00	97.22
Jul-22	96.00	1.00	98.96
Aug-22	140.00	2.10	98.50
Sep-22	100.00	1.40	98.60

OPERATION AND MAINTENANCE PERFORMANCE REPORT

FOR

**VANTAGE OAKS WWTF
SE 40TH STREET
OKEECHOBEE, FLORIDA 34974**

FACILITY I.D. No.: FLA013897

**Date of Field Evaluation: November 29, 2022
Report Prepared: March 4, 2023**

**Cadenhead Environmental Engineering Services, Inc.
1982 SR 44, #201
New Smyrna Beach, Florida 32168
(904) 307-6824**

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**PERMITTEE'S CERTIFICATION STATEMENT: VANTAGE OAKS WWTF
OMPR**

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



3/23/2023

Austin Berk, Permittee
Vantage Oaks, LLC
10221 River Road #59831
Potomac, Maryland 20859
(202) 838-6471
austin@parakeetcommunities.com

Date

PROFESSIONAL ENGINEER'S CERTIFICATION

This is to certify that the information contained in this report is true and correct to the best of my knowledge. The report was prepared in accordance with sound engineering principles, and I have discussed any recommendations and findings with the permittee or the permittee's delegated representative and the Lead Operator. Further, the facility, when properly operated and maintained, will comply with all applicable statutes and rules of the Department and the facility will be capable of meeting permit limitations during the period for which the operation permit is requested.

Ivy Mark Cadenhead, PE

3/24/2023

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3/24/2023

CHAPTER 1 – INTRODUCTION

1. Permitted Capacity

The facility is designed and permitted for treatment and disposal at capacities of 0.050 million gallons per day based on three-month average daily flow (TMADF). Permitted operating mode remains an extended aeration plant with filtration to assist with removal of Total Suspended Solids.

2. Permitted Effluent Limits

The discharge point, R-001, has previously been permitted with the following limitations:

<u>Parameter</u>	<u>Limit</u>
pH	6.0 to 8.5, standard units
CBOD ₅	20.0 mg/L, annual average, maximum
CBOD ₅	30.0 mg/L, monthly average, maximum
CBOD ₅	45.0 mg/L, weekly average, maximum
CBOD ₅	60.0 mg/L, maximum (single sample)
Total Suspended Solids	20.0 mg/L, annual average, maximum
Total Suspended Solids	30.0 mg/L, monthly average, maximum
Total Suspended Solids	45.0 mg/L, weekly average, maximum
Total Suspended Solids	60.0 mg/L, maximum (single sample)
Fecal Coliform	200 #/100 ml, annual average, max.
Fecal Coliform	800 #/100 ml, maximum
Nitrate Monitoring (effluent)	Report, monthly testing of effluent
Total Residual Chlorine	0.5 mg/L, minimum

Process Description

The collection system conveys raw wastewater to a slightly remote lift station. The Lift Station pumps directly to the headworks/Surge Tank #1. The lift station has dual pumps and alarms. *The lift station panel was additionally damaged by Hurricanes Ian and Nicole and needs to be replaced.* The pumps deliver the untreated influent to Surge Tank #1 (5,000 gallons) via a bar screen. Surge Tank #1 is interconnected with Surge Tank #2 (5,000 gallons). Dual pumps deliver the wastewater via a Splitter Box to dual trains. Train #1 consists of six (6) Aeration Basins (5,000 gallons per each) in series; secondary clarifier (78.5 sq. ft. Surface Area); and flow to a shared Chlorine Contact Chamber (2,100 gallons). Train #2 consists of five (5) Aeration Basins (5,000 gallons per each) in series; secondary clarifier (101.3 sq. ft. Surface Area); and flow to the shared Chlorine Contact Chamber. The partially treated effluent is pumped from the Chlorine Contact Chamber area to dual sand filters (1,870 sq. ft. Surface Area per each). From the filters, the operator has the option to utilize the Polishing Pond or divert directly to the Rapid Infiltration Basin (32,164 sq. ft. area).

Disinfection is performed using a hypochlorite solution injected at the beginning of the Chlorine Contact Chamber. The flow is to the bottom of the tank to allow for mixing. Flow is measured at the Lift Station using Elapse Time Meters and at the discharge using a Magmeter on the flow to the Filters.

Return Activated Sludge (RAS) and Skimmer materials is airlifted from the Secondary Clarifiers to the first Aeration Basin of each Train. Waste Activated Sludge (WAS) is transferred from the Secondary Clarifiers to the Aerobic Digesters (2 @ 5,000 gallons per each) as needed. *Supernatant is pumped to the first Aeration Basin of Train #2.*

3. Land Application System: Rapid Infiltration Basin System

The land application system consists of an unlined Polishing Pond and a single percolation pond. The Percolation Pond has a total bottom surface area of 0.74 acres (32,164 sq. ft.). The limit of flow to the system is 0.050 mgd TMADF. There is groundwater monitoring associated with the discharge.

4. Service History

The date that the plant began operation is not known. However, the initial plant did not have dual trains with two Clarifiers for use. The modifications were not made during the most recent permit cycle.

CHAPTER 2 – INSPECTION RESULTS

The facility was inspected to determine the physical condition of the plant. The checklist is included as Attachment I.

General

1. The facility's gate was locked. The area was secure.
2. There was a sign denoting the nature of the area and the sign had an emergency contact number.
3. Vegetation was well controlled.
4. **There was no Operation and Maintenance Manual available. (See Chapter 7.)**
5. Operator's license, current permit and lab certification were available.
6. Influent and effluent sampling points are easily accessible.
7. The overall condition of the plant is good to fair. No major issues noted, however.
8. **The area around the Surge Tanks does not have adequate handrails, etc. to safely access the tankage. (See Ch. 7.)**

Lift Station (1 remote)

1. **Lift Station panel is in poor condition due to damage from Hurricanes Ian and additionally from Nicole. (See Ch. 7.)**
2. There *should be* dual pumps in at the lift station and high-level alarms. **Only one pump was working at the time of the site visit. (See Ch. 7.)**
3. Lift station basin seal was good.
4. The condition of the lift station is good too fair. **But the panel area must be replaced due to damage. Alarms are not functional. (See Ch. 7.)**

Bar Screen and Splitter Box

1. The bar screen and splitter box are in good condition overall. No major corrosion noted. The area is newer than the original plant.
2. Screenings are collected, placed in a covered container and disposed at the dumpster.
3. Screenings are hauled to the landfill. Properly managed.
4. The Splitter Box returns some flow back to the Surge Tanks. The overflow flows to the first Aeration Tanks should the pumps fail.

Surge Tanks (2 @ 5,000 gallons per each: interconnected)

1. The condition of the tanks is good. No issues with corrosion or wear.

2. There is no dedicated blower for the Surge Tank.
3. **Only one pump was functioning at time of the site visit. (See Ch. 7.)**
4. **There were alarms for the final Surge Tank, but the alarms were not functional. (See Ch. 7.)**
5. *The issue of safety due to no handrails to allow easier access to the Surge Tank area has been discussed previously.*

Aeration Basins (11 total: 6 for Train #1; 5 for Train #2: all 5,000 gallons per each; all in series)

1. The tanks are rectangular and in good to fair condition. No issues.
2. There was no evidence of excessive corrosion or wear overall. No evidence of high levels in the tank.
3. There are dual blowers available for use. Moving parts are covered. **One of the blowers was not working at the time of the site visit. Only one of the timers works/functions. (See Ch. 7.)**
4. *The blowers are normally alternated manually.*
5. The color of the wastewater was dark chocolate brown with no distinguishable odor. No foaming issues.
6. Operation is in extended aeration mode, with dual Filters.
7. Air is cycled to the tanks to control nitrate/nitrite. The cycle of the blower is based on occupancy and process control.
8. The operator checks Nitrate weekly using a meter. MLSS is measured monthly. Settleability is done weekly.

Secondary Clarifiers (1 @ 75.5 sq. ft., Train #1; 1 @ 101.3 sq. ft., Train #2)

1. Inlet stilling area/baffled. Outlet was also baffled.
2. RAS system and Skimmer works. Both go to the first Aeration Basin of each Train.
3. Slight ashing; no pop ups. No gassing.
4. The Clarifiers' condition is good to fair.
5. Discharge over the weirs was clear.
6. No algae growth on the weirs. Cleaned routinely. Weirs were level.

Chlorine Contact Chamber (1 @ 6,100 gallons)

1. The Chlorine contact chamber was in good condition. No corrosion in the area.
2. The tank is baffled. The effluent is also pumped on level control allowing for additional holding time.
3. Chlorination is by hypochlorite solution mixture. Single point injection at the entrance point to the CCC.
4. No gassing.
5. There was no notable debris or solids in the tank.

Filters (2 @ 1,870 sq. feet each; in parallel but used individually)

1. Sand media. There is no backwash.
2. *Solids need to be routinely cleaned from the filters. No backwash.*
3. The filters are unique in design. "Pond" type filters with flow starting at the beginning of the filter bed and running through the sand media to discharge from piping to either the Polish Pond or the Percolation Pond.

Aerobic Digesters (2 @ 5,000 gallons per each)

1. The Digesters are in good to fair condition.
2. The Digesters are pumped, and materials hauled to Tir na n'Og Ranch.
3. When the Digester is pumped, other basins *should* also be pumped to control sand and grit. The Surge Tanks and the Lift Station may also be pumped.
4. No problem with odor. Color is dark brown.
5. Diffusers do not plug frequently.
6. Waste based on process control. Use settleability and sludge judge.
7. Supernatant is to Aeration Basin #1, Train #2.
8. The last reported residuals hauled on the DMRs was July 2022.

Polishing Pond

1. The operator uses the pond as needed. Current flow was directly to the RIB.
2. The condition was good to fair.
3. Overflow pipe to the RIB.

Percolation Pond (0.74 acres total)

1. The condition of the pond is good to fair.
2. The berms are in good condition.
3. **The grass and vegetation need to be routinely maintained around the pond to allow for access around the perimeter. (See Ch. 7.)**
4. Access is controlled. The area is fenced for the maintenance area and is locked after normal working hours.
5. There is greater than 3' of freeboard under normal operating conditions.

Groundwater Monitoring Wells (1 background and 1 compliance)

1. The wells were not *locked*, but the area is secured within the confines of the maintenance fenced area. **The wells should be locked. (See Ch. 7.)**
2. *The pH minimum has not been reached on a couple of occasions.* The effluent pH level is above the permit limit, so it is assumed the background pH is below 6.5 s.u. at times.
3. The wells are in good condition. The risers were in good condition.
4. **The wells were not labeled. (See Ch. 7.).** The wells had pads.

CHAPTER 3 – TREATMENT EFFICIENCY

The effluent from the Vantage Oaks wastewater treatment plant has consistently met the permit limitations during the most recent permit cycle. The operations are stable, and the final effluent is generally good. Any exceptions are highlighted in the data tables in Attachment II and below.

Plots and tables associated with the wastewater quality are included as Attachment II. The date ranges for the data are from January 2018 to September 2022. The following is a summary of that data:

Parameter	Units	Minimum	Maximum	Limit	Date
Flow (AADF)	mgd	-	0.0387	-	July and Aug. 2021
Flow (MADF)	mgd	-	0.0630	-	June 2018 and Nov. 2020
Flow (TMADF)	mgd	-	0.0610	0.050	Nov. 2020
TRC (minimum)	mg/L	0.50	-	0.50	June 2022
Fecal Coliform (Single Sample Maximum)	#/100 ml	-	325	800	May 2021
Fecal Coliform (annual average)	#/100 ml	-	22	200	Jan. 2018**
Fecal Coliform (Geo. Mean)	#/100 ml	-	164	200	May 2021
CBOD ₅ (Single Sample Maximum)	mg/L	-	57.0	60	June 2021
CBOD ₅ (Mo. Avg.)	mg/L	-	57.0	30	June 2021
CBOD ₅ (annual average)	mg/L	-	14.23	20	June and July 2021
TSS (Single Sample Maximum)	mg/L	-	12.6	60	August 2019
TSS (Mo. Avg.)	mg/L	-	12.6	30	August 2019
TSS (annual average)	mg/L	-	3.97	20	October 2019
pH	s.u.	7.00	-	6.0	Several
pH	s.u.	-	7.80	8.5	July thru Sept. 2022
Nitrate	mg/L	-	23.6	Report	November 2018

*By engineer. Not required by permit to be reported.

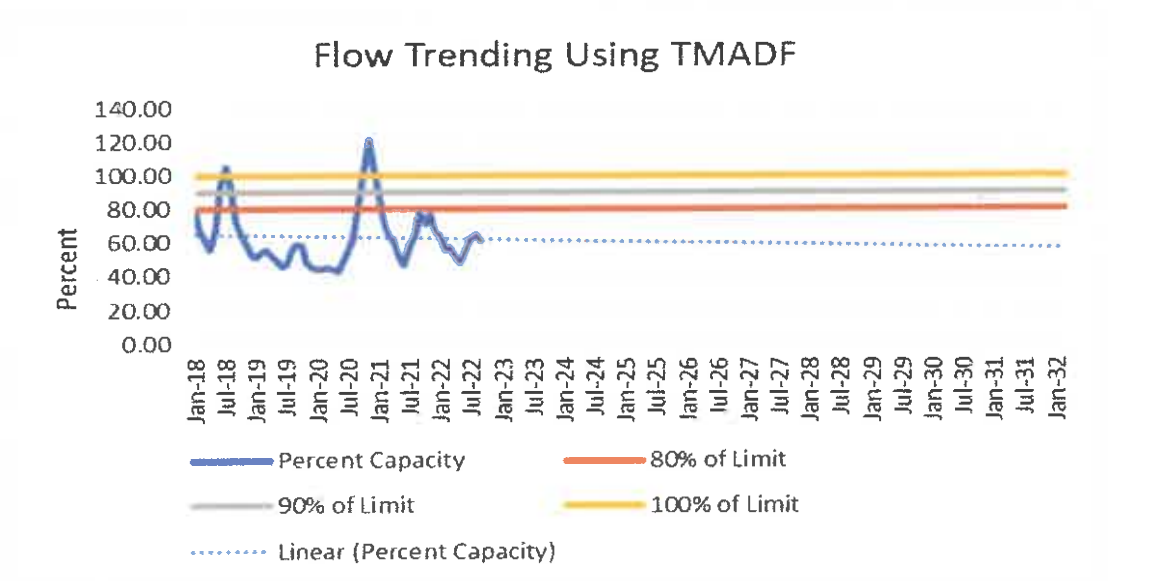
** Reported by operator.

Average removal for CBOD₅ was 95.7%. Average removal for TSS was 97.5%.

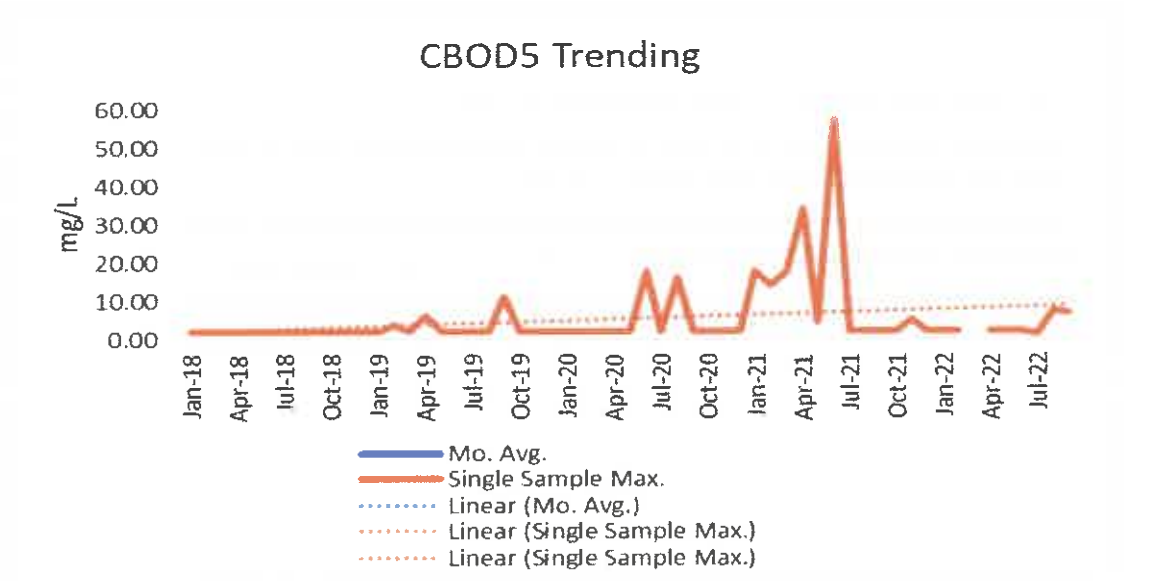
CHAPTER 4 – PERFORMANCE TRENDS

Refer to the inserted table in Chapter 3 of this report. Also see plots associated with this report.

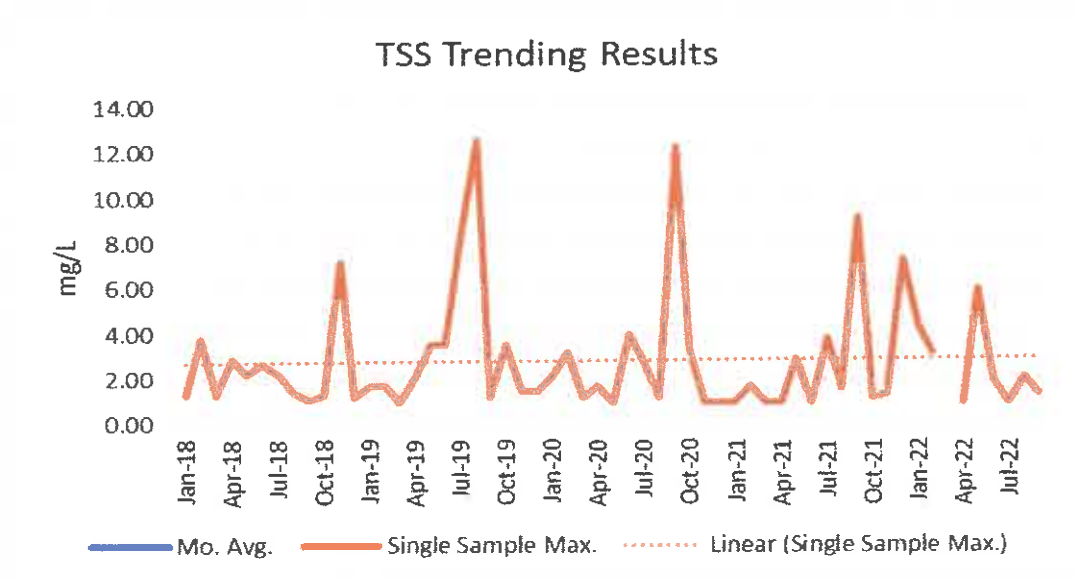
The flow is trending to slightly decrease and should not exceed 100% during the upcoming 10-year period based on the current data. The flows are highly variable, and maximum daily flows are very elevated at times. *Via the Capacity Analysis Report, and this report, the Permittee and the operator are aware.*



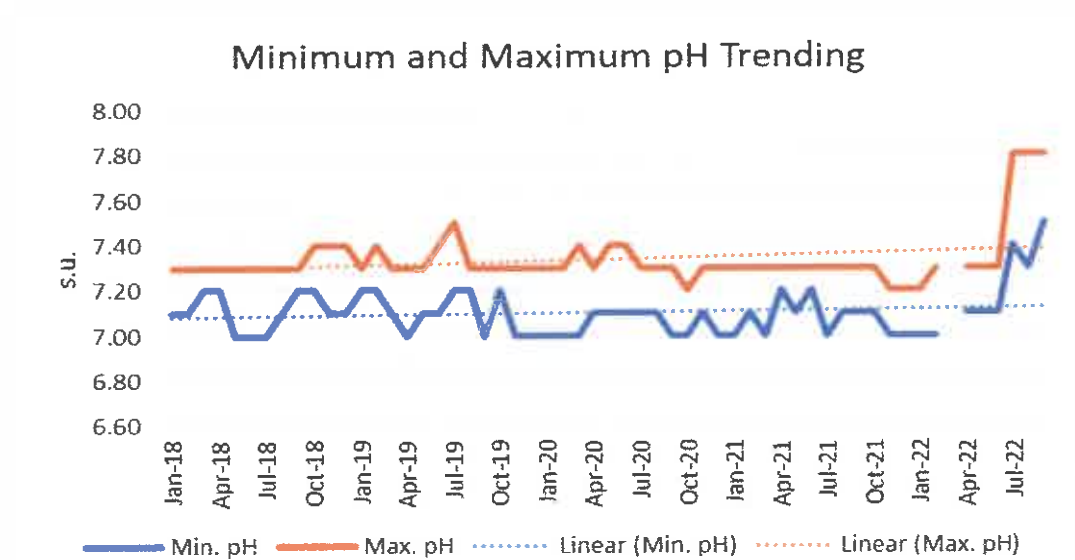
CBOD₅ effluent results are normally below the limits with two Monthly Average values exceeding the limit of 30 mg/L. No additional sampling during those months was conducted by the previous operator to lower the average. The overall trend is for increase.



TSS results are variable but within limits. The trendline is for a slight increase. There are no issues with the parameter.

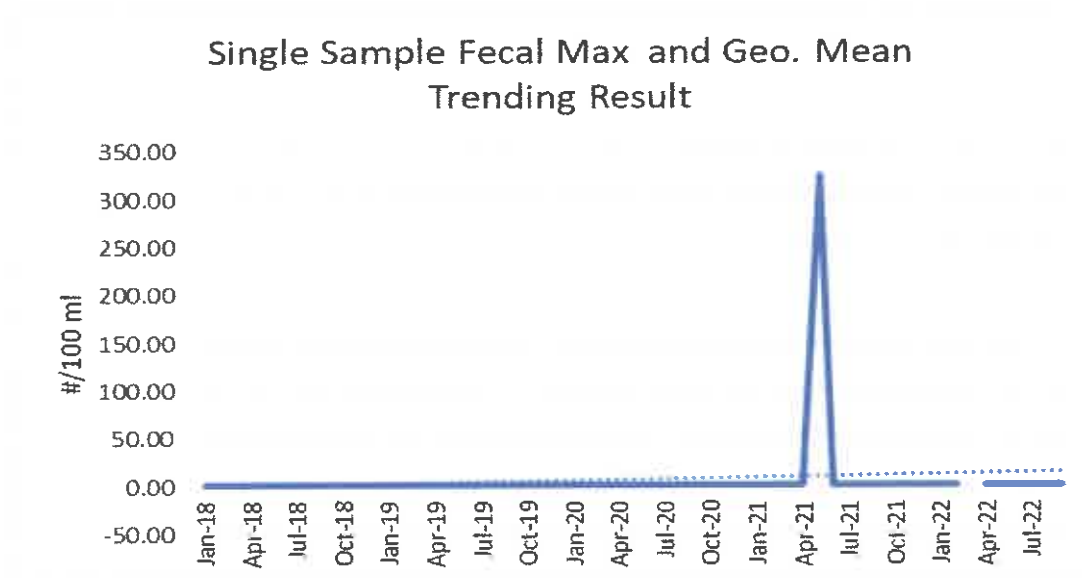


pH trending is represented below. The parameter is compliant with the limits. The new operating group(s) after June 2022 have recorded slightly higher results.

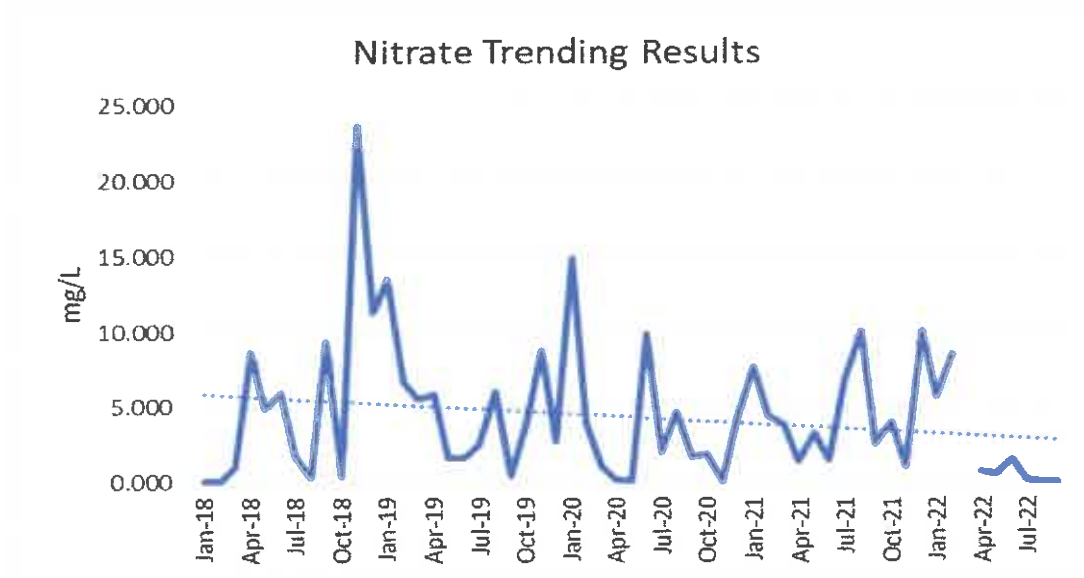


Minimum TRC is within the limit and was not trended.

Fecal results are excellent except for the one elevated value. The disinfection appears adequate, and the parameter is not a concern.



The Nitrate effluent results are trending to decrease. **The parameter limit is being measured in the groundwater. Those results are presented in Attachment II.**



All Groundwater monitoring results are tabulated as part of Attachment II.

With proper operations, the facility should meet permit limits during the upcoming permit cycle. There are no major parameters of concern. *The groundwater data indicates the facility may possibly be able to meet the Total Nitrogen and Total Phosphorus levels to be imposed as part of the Lake Okeechobee BMAP.*

CHAPTER 5 – OPERATION AND MAINTENANCE PROGRAM

There is no O & M Manual on the property. The Permittee will be provided with a manual.

Overall, maintenance is good for the plant. ***The maintenance of the vegetation must be routine at the percolation pond. Rainy seasonal months are difficult and require close attention.***

Maintenance is performed routinely at the plant.

There should be additional attention paid to maintenance. The blower that is not operational must be repaired or replaced immediately. Any pumps that are not functional must be repaired or replaced. Alarms must operate properly and the Lift Station panel has been compromised and must be repaired or replaced.

CHAPTER 6 – COLLECTION SYSTEM EVALUATION

The collection system has had repairs in the past. The elevated daily flows are potentially an indication of Infiltration and/or Intrusion. Plumbing issues are also an issue at many mobile homes and RV parks. The Permittee must address the flows although the plant is currently in compliance. Plumbing checks can be conducted immediately. The collection system should be smoke tested within the next few years and earlier if the flows begin to approach the permit limit of 0.050 mgd TMADF.

The CBOD₅ and TSS results for the influent samples are both “weak” compared to the assumed design concentrations of 200 mg/L. *Rainfall is not being reported in the daily log. Potentially, a rain gauge should be located at the plant.*

Currently, the collection system seems adequate with no major, chronic issues. *However, the flows have exceeded 100% of capacity in the past and there are maximum flow days indicating the potential for Infiltration and/or Intrusion.*

CHAPTER 7 – PROBLEMS, DEFICIENCIES AND CORRECTIVE ACTION(S)

There are no chronic issues with the quality of the plant effluent. Overall, the condition of the treatment plant is good to fair. *Better attention needs to be paid to controlling vegetation at the percolation pond.* The facility should be capable of meeting permit limits.

Problem/Deficiency	Consequences	Recommendations	Completion Time
There is no O and M Manual on site.	Required by rule and permit.	Engineer of Record will provide a manual for the plant.	May 1, 2023
Access to the Surge Tanks' area is not safe.	Safety concern for operator or others needing to access the area.	Place appropriate steps and handrails to access those areas of the plant.	September 30, 2023
The panel at the Lift Station is in disrepair. Only one pump functions. Alarms do not work.	Maintenance required by rule and permit.	Replace the panel. Repair or replace the pump.	September 30, 2023.
Elevated flows at times.	Exceeded 100% of capacity previously.	Check the plumbing at the units.	Immediately.
Elevated maximum day flows.	Causing high flow values on days which cause averages to be elevated.	Smoke test the collection system and if issues, make proposals to repair areas on Inflow.	By January 31, 2025 or within 90 days of any exceedance of 100% of capacity going forward.
Only one pump at the Surge Tank is functional. The alarm system does not work.	Maintenance required by rule and permit.	Repair or replace the second pump. Repair the alarm system.	September 30, 2023.
Only one of the blowers and one of the timers works.	Maintenance is required by rule and permit.	Repair or replace the second blower and repair/replace the timer.	September 30, 2023.
Vegetation around the pond needs to be controlled to the extent the entire perimeter may be walked and observed.	Required by rule and permit.	Clear vegetation around the pond and maintain.	May 15, 2023.
The wells were not locked nor labeled. There are only 2 wells but they should still be	Required by rule and permit.	Lock the wells. Label the wells.	May 1, 2023.

labeled.			
The “records” and blowers building was in disrepair.	May cause records to be damaged by rain.	Investigate if wish to repair/replace building or find other ways to protect records.	Permittee’s discretion.

The facility discharge is in the Lake Okeechobee Basin Management Action Plan area. The groundwater monitoring results indicate that the facility may be capable of meeting the new limits without adding additional treatment. *It is anticipated that the groundwater monitoring frequency will be increased to quarterly.*

ATTACHMENT I
PHYSICAL INSPECTION CHECKLIST

Name: Vantage Oaks WWTF
 Permitted: 0.050 TMAF
 Running: Varies: Was 0.061 TMAF in Nov. 2020
 (see CAR)
 Date: 11/29/2022
 ID#: FLA 013897

Any pages
 not included
 were N/A
 (not applicable)

DEM Manual? No (need) Permit? ~~Y~~
 op license? ~~Y~~ in truck? ~~Y~~ NELAC? ~~Y~~

ATTACHMENT 2

Process Control: Settability weekly, (2) MLSS monthly (3) NO₃ weekly
 Flow calib.: Need copy of update
 RPE: Need copy of update
 General: Fence? Gate? Locked? Secure? Sign?
 Emer# Maint area open? during days Veg cut?

FIELD EVALUATION FORM FOR OPERATION AND MAINTENANCE PERFORMANCE REPORTS FOR DOMESTIC WASTEWATER FACILITIES

Corrosion? some (need routine maint)
 Collection System: Some I/I (need to check maybe??) Cond. G/F/P
 Lift Sta: Remote (slightly) # pumps (only one works) Can't rotate, et
 panel in poor cond. Alarms do not work.
 Surge Tanks (interconnected) 2 @ 10,000 gal each. Cond. G/F/P
 only one pump works. Handrails, etc. not available so
 access is not safe. Alarms do not work.

Florida Department of Environmental Regulation

Screen: #1 in good cond. Screenings to landfill via
 dumpster. Properly managed.
 Splitter box in good cond.

July 1992

- Notes:
- (1) In Okeechobee BMAP. (Need A.O.?)
 - (2) Lift station panel damaged by hurricane. Only one pump works.
 - (3) Surge tank area needs safer access. Alarms not working. only 1 pump
 - (4) One blower not working. 1 timer wasn't working.
 - (5) Records/blowers building in poor condition
 - (6) Routine by clean solids from filters. No backwash
 - (7) Clean vegetation from around pond.
 - (8) Wells not locked & labeled. Inside property fencing of maintenance area.
 - (9) Flow can be elevated @ times.

FIELD EVALUATION FORM FOR
OPERATION AND MAINTENANCE PERFORMANCE REPORTS FOR
DOMESTIC WASTEWATER FACILITIES

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PHYSICAL CONDITION

Hydraulic and Organic Overloading

Floods have been measured as high at times - See CAP

- 1. Is there evidence of past spills at the plant or through nearby (upstream) manholes? (Discoloration of the ground or a strong smell may indicate past spills at the plant.) () yes () no
- 2. Are raw sewage pumping stations, influent lines, overflow weirs, or other structures surcharged? () yes () no
- 3. Is there flow through bypass channels? () yes () no
- 4. Are there old high water lines or are the weirs on the clarifier flooded? () yes () no
- 5. Are there overflows at alternative discharge points, channels, or other areas? () yes () no
- 6. Are there any open-ended pipes that appear to originate in a process or storage area and periodically contain flows to the ground or to surface water? (Although these pipes have been disconnected from a closed system or otherwise removed from service, they can still be connected to a discharge source.) () yes () no *none noted*
- 7. Is the facility receiving excessive septage dumping from septic tanks? () yes () no *Is an RV area connected*
- 8. Are checks for overflows performed routinely? () yes () no *per op. coverage*

General Condition

- 1. Is there evidence of corrosion problems at the treatment plant and in the collection system? () yes () no *some - routine maint needed*
- 2. Do any of the units or associated equipment show signs of excessive wear? () yes () no *Some pumps, blower, not working See O.M.P.R. Lift str needs work.*

Rule Requirements

- 1. Does each component, system, or process meet the applicable reliability standards required by Rule 17-600.400(1)(b), F.A.C.? () yes () no *See dates rule. Some redaction*
 - 2. Does the facility have adequate alarm systems for power or equipment failures as recommended by standard design references? () yes () no *Do not work.*
- Are they working properly? () yes () no
- 3. Is standby power or other equivalent provisions provided for all components, systems, and processes as recommended by standard design references? () yes () no *Operator is not aware of any.*

- 4. Are there adverse effects resulting from odors, noise, aerosol drift, and lighting at the facility? () yes (✓) no
- 5. Are there piles of collected screenings, slurries, residuals, or by-products of treatment? (Their disposal, including run-off of any water, must be such that none enters surface waters or their tributaries.) () yes (✓) no

Operating Problems

- 1. Are all components, systems, or processes (including associated equipment such as pumps, blowers, air compressors, oxygen systems, scum collection systems, residuals collection systems, diffusers, mechanical aerators, mechanical drives, mechanical mixers, motors, residuals heater, feed systems, backwash systems, control systems, flow measurement devices, automatic valves, ventilation fans, and other miscellaneous equipment) operating properly? () yes (✓) no

If no, explain.

See OMPR - some equipment not working.

- 2. Are any components, systems, or processes out of service? (✓) yes () no

If yes, complete the following table for each component, system, or process that is not operating.

Name	Date Out of Service	Type of Failure	Expected Date to Return to Service
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 3. Are there excessive noises associated with any component, system, or process? () yes (✓) no
- 4. Is there any unusual equipment intended to correct operational problems (e.g. special pumps, floating aerators in diffused air systems, chemical feeders, temporary construction or structures, or any improvised systems)? () yes (✓) no

5. Are all components, systems, and processes expected to continue to operate properly for the permit period? () yes () no

If no, explain.

Need to repair / replace some equip.

Safety Features

1. Are proper safety precautions used for each component, system, and process? (✓) yes () no

If no, explain.

Address Surge Tanks area

2. Is a written set of safety rules available to all employees? () yes () no *NA*

3. Is the plant generally clean and free from open trash areas? () yes () no *Contract operator*

4. Is the plant site enclosed with a fence or otherwise designed with appropriate features that discourage the entry of animals or unauthorized persons? (✓) yes () no

5. Are wastewater pipes clearly distinguished from product pipes? (✓) yes () no

6. Are there any cross connections between a potable water supply and non-potable source? () yes () no *RPE*

7. Does the plant have the following recommended safety equipment?

a. Portable air blower (gas motor or electric motor operated) () yes () no

b. Electric explosion-proof lantern () yes () no

c. Safety harness () yes () no

d. Hose mask with hand blower and 50-foot hose () yes () no

e. Self contained breathing apparatus for plants using chlorine () yes () no () not applicable

f. Explosion and oxygen meters () yes () no

8. Is personal protective clothing provided (safety helmets, ear protectors, goggles, gloves, rubber boots with steel toes, etc.)? () yes () no

9. Are portable hoists available for equipment removal? () yes () no

NA

10. Are ladders provided to enter manholes of wetwells (fiberglass or wooden for electrical work)? yes no *NA*
11. Are life preservers and throwlines provided adjacent to all basins, ponds, and lagoons? yes no *NA*
12. Are handrails provided and in-place around all basins and openings? yes no *need @ Surge*
13. Are all stairs, walkways, and platforms free of grease, oil, and debris and are nonskid surfaces used when needed? yes no
14. Is adequate lighting provided? yes no
15. Are all components, systems, and processes adequately ventilated? yes no *outdoors*
16. Are protective guards provided and in-place on all rotating machinery? yes no
17. Is all electrical circuitry enclosed and identified? yes no
18. Are appropriate warning signs posted (no smoking, high voltage, non-potable water, chlorine hazard, toxic and flammable gases, etc.)? yes no *NA*
19. Are emergency shower and eye wash facilities provided where needed? yes no *potable*
20. Are appropriate fire extinguishers provided where needed? yes no *none noted*
21. Is instrumentation provided and operational for the detection of toxic and flammable gases and low oxygen levels? yes no *NA*
22. Do pressure vessels operate within their design rating and have a functional pressure relief? yes no not applicable
23. Are chemicals stored properly? yes no *hypo only*
24. Are undiked oil/chemical storage tanks used at the facility? yes no not applicable
25. Are chemical storage tanks designed to handle the particular chemical? yes no not applicable
26. Are storage bins provided with dust collectors and vents? yes no not applicable
27. Are storage bins large enough to avoid continuous filling which requires the presence of an operator all the time? yes no not applicable
28. Are access points for sampling dry points which can be reached safely? yes no *Int point @ surge might be difficult
Need safety work @ Surge*

OPERATION AND MAINTENANCE PROGRAM

Staffing

- 1. Is the facility adequately staffed with certified operators in accordance with the requirements of Rule 17-602, F.A.C.? (x) yes () no

Maintenance Management

- 1. Is there an identification system to locate and identify all items of equipment? (x) yes () no Site Plan / Flow Diagram
2. Does the facility maintain a records system which includes the following?
a. Preventive and corrective maintenance work performed (x) yes () no Log and op. logbook
b. Maintenance man-hours () yes () no Invoices / Log book
c. Spare parts used in the repair () yes () no Invoices / Logbook
d. Name of the person performing the work () yes () no Log book
e. Maintenance related costs () yes () no Invoices
3. Is routine and preventive maintenance scheduled and performed on time? () yes () no Have maint staff Need to improve routine maint. in some areas
4. Are adequate spare parts and supply inventories maintained for each component, system, and process? () yes () no Appears to be no spare parts.
5. Is the maintenance program adequate? () yes () no
If no, explain. Needs work

Records Keeping

- 1. Are records required by the permit maintained for a period of five years? () yes () no ? 3 operating groups in < 12 months
2. Is the information required by the permit available, complete, and current? () yes () no missing data
3. Are analytical results consistent with the data reported in the following?
a. Monthly operating report (x) yes () no
b. Limited wet weather discharge report () yes () no NA

- see OMPR*
- c. Ground water monitoring report () yes () no *some missed possibly could not be located*
- d. Reclaimed water or effluent analysis report () yes () no
4. Do sampling and analyses data include the following?
- a. Dates, times, and location of the sampling (✓) yes () no
- b. The name of the individual performing the sampling (✓) yes () no
- c. The analytical methods and techniques used (✓) yes () no
- d. The results of the analyses and calibration (✓) yes () no
- e. The dates of the analyses (✓) yes () no
- f. The name of the person performing the analyses (✓) yes () no
- g. The instantaneous flow at the grab sample station () yes () no *not*
5. Do monitoring records include records for all parameters that must be monitored in accordance with the permit? (✓) yes () no *in general missing some reports*
6. Are flow meter calibration records available? () yes () no *need*
7. Are laboratory equipment calibration and maintenance records adequate? () yes () no *not reviewed*
8. Are plant records adequate and do they include the following?
- a. A copy of the Department permit (✓) yes () no
- b. An up-to-date operation and maintenance manual () yes () no *No manual*
- c. Record drawings () yes () no *old plant has site plan & flow diagram*
- d. Schedules and dates of equipment maintenance repairs () yes () no *log book*
- e. Equipment suppliers manual () yes () no
- f. Equipment data cards or equal () yes () no *Specs need to be located in O&M Manual*
9. Are operating records adequate? () yes () no *some missing reports*

10. Have all untreated bypasses and discharges or overflows been reported to the Department? () yes () no

If no, explain.

None noted

Sampling

1. Are samples taken at the sites specified in the permit? () yes () no
2. Is sampling and analysis completed for each parameter specified by the permit? () yes () no *messed some sampling*
3. Is the frequency of sampling in accordance with the permit? () yes () no
4. Is the method of sample collection (grab or composite) in accordance with the permit? () yes () no
5. Are sample collection procedures in accordance with the approved test procedures referenced in Rule 17-601.400(1)(a), F.A.C.? () yes () no
6. For flows of 100,000 gallons per day or greater, are recording flow meters and totalizers used? () yes () no () not applicable
7. Are flow recording devices calibrated at least annually? () yes () no

need copy

Laboratory Analysis

1. Are all laboratory tests required by Department rules performed by a laboratory that has been certified by HRS, or, for on-site tests for dissolved oxygen, pH, and total chlorine residual, are all tests performed by a certified laboratory or under the direction of an operator certified in accordance with Chapter 17-602, F.A.C.? () yes () no

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INDIVIDUAL COMPONENTS, SYSTEMS, AND PROCESSES

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PUMPING

Raw Wastewater

1. What is the location of the pump station? slightly remote
2. What are the design flows to the pump station? 2.050 gpm average TWAD/C permit
_____ gpm peak
3. What are the actual flows to the pump station? see CAR gpm average
_____ gpm peak
4. What type of pump control system is used? only one pump works
() variable speed () constant speed
5. If the control system is variable speed, what type of controller is used?
_____ () not applicable
6. If multiple pumps are used, how is each unit operated?
() about 15-20% apart () equally () not alternated
() not applicable can't rotate
- Is the system remotely monitored? () yes () no () not applicable alarms but do not work
7. Does the pump station have a bypass? () yes () no
If yes, can the bypass flow be disinfected?
() yes () no () not applicable
8. Can the wet well be isolated into a minimum of two separate basins for maintenance? () yes () no
9. If one wet well basin is down for maintenance, how many pumps are operable?
NA
10. Does the wet well design provide for equal division of flow to each of the pumps? () yes () no but only one works
11. What is the condition of the sump pump?
() good () fair () poor () not applicable need to replace panel
12. What is the condition of the water seal systems?
() good () fair () poor () not applicable
13. How often is the pump station checked? () daily () other
_____ per op coverage
14. What is the downtime of the pumps? _____
15. What is the frequency of maintenance inspections by plant personnel?
_____ /year per op. coverage

16. If the pump station is constant speed, do sudden surges affect the operation of the treatment facility when each pump is activated?
() yes (✓) no () not applicable
17. What is the general condition of the raw wastewater pump station?
(✓) good (✓) fair () poor
18. What are the most common problems that the operator has had with the pump station? If there are problems with the screens, use the section on screens.

See on PR

PUMPING

Residuals

1. What is the design residuals pumping rate? 2 gallons/day *no meters*
2. What is the actual residuals pumping rate? 2 gallons/day
3. What types of residuals are pumped? *air-lifted* () primary
() return activated sludge () waste activated sludge
() other _____
4. How are residuals pumped? *air* () manually *WAS* () automatically *RAS* ← w/ timer
5. How often do the residuals pumps run? variable
6. What is the frequency of maintenance inspections by plant personnel?
_____ /year *per op. coverage*
7. What is the general condition of the residuals pump station?
() good () fair () poor *to*
8. What are the most common problems that the operator has had with the pump station? see OMPK

*Currently: on about 18 hrs
off about 6 hrs - most of night*

FLOW MEASUREMENT

ETM @ Lift Sta
ETM @ CCC
transfer area

1. What type of flow meter is used? propeller meter
 magnetic meter venturi tube flow tube
 positive displacement diaphragm meter weir
 Parshall flume rotameter other _____
2. What is the design capacity of the flow measurement device?
0.050 mgd
3. What is the present wastewater flow measured? see CAR mgd
4. Where is the flow meter located? _____
5. Are the flow measurement device and associated instruments (totalizers, recorders, etc.) properly installed? yes no
6. Is there adequate straight length of pipe or channel before and after the flowmeter? yes no NA
7. Is the flow entering the flume reasonably well-distributed across the channel and free of turbulence, boils, or other disturbances?
 yes no not applicable
8. Is the flow measurement system capable of measuring the entire range of wastewater flow? yes no
9. Are flow measurements being properly made by plant personnel?
 yes no
10. Are flow records properly kept? yes no
11. Are sharp drops or increases in flow records accounted for?
 yes no occupancy; maybe slight I/I
12. Does the flow chart exhibit uniform flow? yes no NR
13. Do any plant return flows discharge upstream from the meter?
 yes no
14. Are float and bubble wells clean and free of grease and debris?
 yes no not applicable
15. Are weirs free of debris? yes no not applicable
16. Are weirs or flumes broken or cracked?
 yes no not applicable
17. Are weir plates corroded or damaged, not sharp edged ($\leq 1/8"$), or not level? yes no not applicable
18. Are stilling wells clogged or broken?
 yes no not applicable

PRELIMINARY TREATMENT

Screens

1. What is the design flows of the screens? 3.050 mgd average
_____ mgd peak
2. What is the actual plant flow? see
CAR mgd average
_____ mgd peak
3. What type of screens are used? () manual () mechanical
baw
4. How many screens are there? 1
5. What is the capacity of each screen? 0.050 mgd
6. How large are the screen openings? ? millimeters
7. What are the dimensions of the channels? _____
8. What is the total daily volume of screenings? ? cubic feet
9. What is the unit volume of screenings?
_____ cubic feet/million gallons
10. Is there excessive screen clogging or build-up of debris against the screens? () yes () no
11. Is there a bypass channel? () yes () no overflow to Surge
Does the bypass channel have a screen?
() yes () no () not applicable
12. Does the influent channel design provide equal division of flow to each screen? () yes () no
13. How are screenings disposed? NA landfill via dumpster
14. What is the frequency of routine inspections for proper operation?
_____ /day per op. coverage
15. What is the frequency of maintenance inspections by plant personnel?
_____ /year "
16. What is the downtime of the screens? ?
17. What is the general condition of the screening facilities?
() good () fair () poor
18. What are the most common problems that the operator has had with the screening facilities?
None noted.
Access via Surge Tank area is difficult

PRELIMINARY TREATMENT

NA

Shredding and Grinding (Comminution)

1. How many shredding and grinding units are there? _____
2. What is the design capacity of each unit? _____ mgd
3. What is the actual flow to each unit? _____ mgd average
_____ mgd peak
4. If multiple units are used, is the flow evenly distributed?
() yes () no
5. What are the dimensions of the channels? _____
6. Is there a bypass channel? () yes () no
7. What is the general condition of the shredding and grinding facilities? () good () fair () poor
8. What is the frequency of routine inspections for proper operation?
_____ /day
9. What is the frequency of maintenance inspections by plant personnel?
_____ /year
10. What is the downtime of the shredding and grinding facilities?

11. What are the most common problems that the operator has had with the shredding and grinding facilities? _____

PRELIMINARY TREATMENT

*Pump all areas
when pump
Digesters*

Grit Removal

1. What is the design capacity of the grit removal system?
_____ mgd average _____ mgd peak
2. What is the actual plant flow? _____ mgd average
_____ mgd peak
3. What type of grit removal system is used? () velocity controlled
() aerated () constant head () other _____
4. How many grit removal units are there? _____
5. What is the capacity of each unit? _____
6. What are the dimensions of the unit? _____ cubic feet
7. What is the daily volume of grit? _____ cubic feet
8. What is the unit volume of grit? _____ cubic feet/million gallons
9. How is the grit collection equipment operated?
() manually () time clock () continuous duty
10. Is the grit system clogged? () yes () no
11. Is the grit system subject to odors? () yes () no
12. Is the organic content of the grit excessive? () yes () no
13. Is there a bypass channel? () yes () no
14. Does the influent channel design provide equal division of flows to each grit removal unit? () yes () no
15. How is the grit disposed? _____
16. What is the frequency of routine inspections for proper operation?
_____ /day
17. What is the frequency of maintenance inspections by plant personnel?
_____ /year
18. What are the most common problems that the operator has had with the grit removal facilities?

BIOLOGICAL TREATMENT

Train 1 6 @ 5,000 each = 30,000
Train 2 5 @ 5,000 each = 25,000
55,000

Activated Sludge

1. How many aeration basins are there? 11
2. What is the design capacity of each basin? 0.050 mgd
3. What is the actual flow to each basin? SEE CAR mgd average
mgd peak
4. What is the flow regime? () conventional () extended step aeration
() complete mix () pure oxygen () other _____
5. What type of aeration equipment is used?
() diffused air () mechanical aerators () other _____
6. What are the dimensions of each aeration basin? 5000 per each
7. What is the color of the activated sludge? () black () dark brown
() light brown () other _____ choc
8. What is the odor of the activated sludge? () septic () earthy
() none () other _____
9. What characteristics most accurately describe the foam? none noted
() light, crisp () thick, dark () heavy, white () other as an issue
10. Are the tank contents mixed thoroughly? () yes () no
11. Are there excessive air leaks in the compressed air piping?
() yes () no () not applicable
12. Is the dissolved oxygen level in the aeration tank low (<1.0 mg/l)?
() yes () no
13. Does mixing appear excessive? () yes () no
14. Does air rise in clumps? () yes () no
15. Do there appear to be dead spots in the aeration basin?
() yes () no rectangular tanks
If yes, at what location? _____
16. What is the depth of the sand and grit layer? 2 feet
17. What is the active capacity of the aeration basin?
55000 / 7.48 cubic feet
18. Is the process operating in its design mode? () yes () no
If no, explain. _____

19. Are the return activated sludge ^{airlift} pumps operating? yes no
 If no, what is the reason? only one blower
20. Are there flow measurement devices for the return activated sludge and waste activated sludge systems? yes no
21. Does the aeration basin have a foam control system? yes no
22. If multiple basins are operating, is the flow distributed equally?
 yes no not applicable 2 trains, Tanks in series
 How is it distributed? _____
23. Are the characteristics of the basin contents different in the various units? yes no not applicable gravity & blower times
24. How is the system operated? manually semi-automatically
 automatically computer-controlled other _____
25. What is the frequency of routine inspections for proper operation?
 _____ /day per of coverage
26. What is the frequency of maintenance inspections by plant personnel?
 _____ /year "
27. What is the general condition of the activated sludge facilities?
 good fair poor to
28. What are the most common problems that the operator has had with the activated sludge system? None noted

NITROGEN REMOVAL

*must cycle
blower No
denit tank(s)*

Denitrification

1. How many denitrification units are there? _____
2. What is the design capacity of each unit? _____ mgd
3. What is the actual flow to each unit? _____ mgd average
_____ mgd peak
4. What is the type of denitrification system? () suspended growth
() attached growth () other _____
5. What type of mixing equipment or media is used? _____
6. What are the tank (or column) dimensions? _____
7. Are the tank contents mixed thoroughly? () yes () no
8. Does mixing appear excessive so as to cause oxygenation?
() yes () no
9. Do there appear to be dead spots in the tank? () yes () no
If yes, at what location? _____
10. Is the process operating in its design mode? () yes () no
If no, explain. _____
11. How is the system operated? () manually () semi-automatically
() automatically () computer controlled () other _____
12. Is the wastewater temperature below 15°C? () yes () no
13. Is the wastewater pH below 6.0 or above 8.0? () yes () no
14. Is there excessive methanol? () yes () no
15. What is the frequency of routine inspections for proper operation?
_____ /day
16. What is the frequency of maintenance inspections by plant personnel?
_____ /year
17. What is the general condition of the denitrification facilities?
() good () fair () poor
18. What are the most common problems that the operator has had with the
denitrification facilities? _____

SEDIMENTATION

Train 1: 1 @ 75.5 ft² S.A.
Train 2: 1 @ 101.3 ft² S.A.

Final

1. How many final sedimentation basins are there? 2
2. What is the design capacity of each basin? 0.050 mgd average
_____ mgd peak
3. What is the actual flow to each basin? See CAR mgd average
_____ mgd peak
4. What are the dimensions of the basins? _____
5. Is chemical addition used to improve settling? () yes () no
If yes, what chemical(s) are added? _____
6. Is there an excessive accumulation of scum, grease foam, or floating residuals in the clarifier? () yes (✓) no
7. Are there excessive gas bubbles on the surface of the clarifier?
() yes (✓) no
8. Is there scum overflow, lack of adequate scum disposal, or is the scum pit full? () yes (✓) no
9. Does the tank surface indicate improper residuals withdrawal (i.e., excessive floating solids, gas, etc.)? () yes (✓) no
10. What volume of residuals is pumped? ? gpd total
_____ gpd RAS _____ gpd WAS
11. What is the solids concentration of the residuals? _____ %
12. Are there settleable solids in the effluent? () yes (✓) no
13. How are residuals pumped? (✓) manually () automatically
air lifted WAS RAS
14. How often do residuals pumps run? _____ number of times each day
How long do residuals pumps run? _____ number of minutes each time
See cycle of blower
15. Does the residuals collection system show any signs of mechanical failure? () yes (✓) no
16. Is there excessive residuals on the bottom of the basin (i.e., inadequate residuals removal)? () yes (✓) no
17. Is there excessive solids build-up in the center well of the clarifier? () yes (✓) no
18. What is the depth of the sand and grit layer? ? feet

- 19. Are residuals withdrawal ports clogged? () yes (✓) no
- 20. Is the residuals blanket too high? () yes (✓) no
- 21. Is there deflocculation in the clarifier? () yes () no *→ slight foam*
- 22. Is there pin floc in the overflow? () yes () no *no ashing*
- 23. Is there billowing sludge in the clarifier? () yes () no *no gasping*
- 24. Does the influent baffle system accomplish its purpose?
(✓) yes () no
- 25. Does the effluent baffle system accomplish its purpose?
(✓) yes () no
- 26. Does the unit show signs of short circuiting and/or overloads?
() yes (✓) no
- 27. Are the effluent weirs level? (✓) yes () no
- 28. Are the effluent weirs clean? (✓) yes () no
- 29. If multiple units are used, is the flow distributed evenly?
() yes () no () not applicable *Each clarifier serves a train*
- 30. What is the frequency of routine inspections for proper operation?
_____ /day *per op. coverage*
- 31. What is the frequency of maintenance inspections by plant personnel?
_____ /year *"*
- 32. What is the general condition of the final sedimentation facilities?
(✓) good (✓) fair () poor
- 33. What are the most common problems that the operator has had with the final sedimentation facilities?
None noted

FILTRATION

1. How many filter units are there? 2 sand/pond filters
2. What is the design capacity of each unit? 0.050 mgd average total
 _____ mgd peak
3. What is the actual flow to each unit? see CAD mgd average
 _____ mgd peak
4. What type of filters are used? gravity pressure
5. What type of filter media is used? sand dual media
 mixed media multi-media diatomaceous earth
 other _____
6. What is the surface loading rate? ? gpm/ft²
7. What is the backwash rate? _____ gpm/ft²
8. What is the surface wash rate? ? gpm/ft²
 What is the pressure of the surface wash? ? psi
9. What type of control system is used? constant flow *Flow pumped to upper end of filter to flow thru sand*
 headloss time turbidity of effluent
 total gallons filtered. other _____
10. Are the valves sequencing (opening and closing in order) correctly?
 yes no *NA*
11. Is there a coagulant aid (filtration aid) system? yes no
 If yes, what type? _____
12. What are the dimensions of the filter? ?
13. How is the filter system operated? automatically manually *Flow pumped on level*
 semi-automatically other _____ *Control from CEC*
14. Is the filter surface clogged? yes no *one needed solids cleaned*
15. Is the filter run short? yes no *Can't backwash*
16. Is there gravel displacement of the filter media? yes no *NA*
17. Is there formation of mud balls in the filter media? yes no *NA*
18. Is there air binding of the filter media? yes no *NA*
19. Is there a loss of filter media during backwashing? yes no *NA*

20. Is there recycled filter backwash water in excess of five percent of the wastewater flow treated? () yes () no *NA*

21. What is the frequency of routine inspections for proper operation?
_____ /day *per op. coverage*

22. What is the frequency of maintenance inspections by plant personnel?
_____ /year *"*

23. What is the general condition of the filtration facilities?
 good () fair () poor

24. What are the most common problems that the operator has had with the filtration facilities? *None noted*

Need to clean one of filters

DISINFECTION

Chlorination

1. How many chlorine contact basins are there? 1 @ 2100 gals
2. What is the design capacity of each basin? 2050 mgd average
_____ mgd peak hourly flow
3. What is the actual flow to each basin? see CAR mgd average
_____ mgd peak hourly flow
4. What are the dimensions of the basins? _____
5. What is the detention time of each contact basin at peak hourly flow? 22.5 minutes
50000 gal / (4500 gpm/day) = 37.4 x 2.5 = 93.5
6. What chlorine dosage is applied? 70.5 mg/l *2100 gal / 93.5 gpm = 22.5 min*
7. What is the normal level of chlorine residual in the basin effluent? 70.5 mg/l
8. Are disinfection standards being met? yes () no
9. What type of chlorination system is being used? () chlorine cylinders () on-site sodium hypochlorite generation sodium hypochlorite solution () calcium hypochlorite solution
10. What is the design capacity of the chlorination system?
_____ lbs/day ?
What is the maximum capacity of the chlorination system?
_____ lbs/day ?
11. What is the configuration of the chlorine contact basin? () round rectangular () other _____
12. Is the contact basin adequately baffled to minimize short-circuiting? yes () no
Also holding area to pump on level control
13. How is chlorine introduced into the wastewater entering the contact basin? () perforated diffusers injector with single entry point () other _____
14. Are mechanical mixing provisions incorporated in the chlorine contact basins design? () yes no
15. Is there an adequate reserve supply of chlorine? yes () no
How many days of supply is maintained? 2
16. Are there high temperatures in the chlorination rooms? () yes () no *NA*

17. Is there a build-up of residuals in the basin? () yes () no
18. Are there gas bubbles in the basin? () yes () no
19. Is there floating scum and/or solids in the basin? () yes () no
20. Is there excessive foaming downstream? () yes () no *NA*
21. Is there evidence of toxicity (dead fish, other dead organisms) downstream? () yes () no *NA*
22. What is the frequency of routine inspections for proper operation?
_____ /day *per op. coverage*
23. What is the frequency of maintenance inspections by plant personnel?
_____ /year *"*
24. What is the general condition of the chlorination facilities?
() good () fair () poor
25. What are the most common problems that the operator has had with the chlorination process? *None noted*
-
-
-

RESIDUALS TREATMENT

Aerobic Stabilization

1. How many aerobic digesters are there? 2 @ 5000 gal each
2. What is the design influent flow to each digester?
_____ gallons/day average ?
3. What is the actual influent flow to each digester?
_____ gallons/day average ?
4. What are the dimensions of each unit? _____
5. How many units are presently operating? 2
6. What type of residuals are treated in the aerobic digester?
 waste activated () primary () primary and waste activated
() other _____
7. How often are residuals applied to the digester? varies /day
8. What is the total duration of influent pumping? ? hours/day varies
9. How are influent residuals pumped? air lifted manually () automatically
10. What is the solids concentration in the influent residuals? ? %
11. What is the solids concentration in the aerobic digesters? ? %
12. What type of aeration equipment is used? diffused air
() mechanical mixers () combination () other _____
13. If diffused aeration is used, do air diffusers require frequent cleaning? () yes no () not applicable
14. What type of aerobic digesters are used? open () closed
15. What type of aeration is provided? conventional () pure oxygen
16. What is the residuals retention time? 740 days
17. What is the volatile suspended solids (VSS) loading?
_____ lb VSS/cu ft/day ?
18. What type of feed system is used? () continuous batch
19. What is the solids concentration of the residuals following settling?
2.1 to 2 %
20. How much waste residuals are pumped? ? gallons/day
21. How often do waste residuals pumps run? ? minutes/hour

22. How are residuals wasted? manually automatically
23. What 7 volume of residuals are recycled back to the aerobic digester?
_____ gallons/day average
24. What percentage of the influent residuals flow is the recycle residuals flow? _____ %
25. Are the contents of the tanks well mixed and relatively free of odors?
 yes no
26. Is there a foaming problem? yes no
27. What is the dissolved oxygen (DO) concentration in the aerobic digestion units? _____ mg/l
28. Are there provisions for pH adjustment by the addition of lime, sodium hydroxide, or sodium bicarbonate? yes no
29. What is the volume of supernatant flow? 7 gallons/day average
30. What is the BOD of the supernatant flow? 2 mg/l
31. What is the suspended solids concentration of the supernatant?
_____ mg/l
32. What is the nitrate nitrogen concentration of supernatant?
_____ mg/l
33. What is the ammonia nitrogen concentration of the supernatant?
_____ mg/l
34. Is there excessive foaming in the tank? yes no
35. Are there objectionable odors in the aerobically digested residuals?
 yes no
36. Is the digester overloaded? yes no
37. Is there clogging of diffusers in the digester?
 yes no not applicable
38. What is the depth of the sand and grit layer? _____ feet
39. What is the active capacity of the digester? 10000 / 7.48 cubic feet
40. Is there adequate supernatant removal? yes no
41. If multiple units are used, is the flow distributed evenly?
 yes no not applicable
42. Does the unit show signs of short circuiting and/or overloads?
 yes no
- operator decides how to rotate the digesters*

43. Does the method of stabilization comply with either the Process to Further Reduce Pathogens (PFRP) or the Process to Significantly Reduce Pathogens (PSRP) as described in Title 40 Code of Federal Regulation's Part 257? () yes () no

If yes, which one? () PFRP () PSRP

If no, explain.

To RMF - need contact

44. What is the frequency of routine inspections for proper operation?

_____/day

per op. coverage

45. What is the frequency of maintenance inspections by plant personnel?

_____/year

1

46. What is the general condition of the aerobic digesters?

() good () fair () poor

to

47. What are the most common problems that the operator has had with the aerobic digesters?

None noted

REUSE SYSTEMS

Part II Slow Rate Land Application Systems; Restricted Public Access *NA*

1. Is at least secondary treatment provided? () yes () no
2. Is at least basic disinfection provided? () yes () no
3. If a subsurface application system is used, does the reclaimed water never exceed 10 mg/l of TSS? () yes () no () not applicable
4. Does the treatment facility have a permitted capacity of at least 0.1 mgd? () yes () no
5. Are ground water monitoring facilities provided and is monitoring regularly performed (normally quarterly)? () yes () no
6. Are background, intermediate, and compliance wells provided and monitored? () yes () no () not applicable
7. Are monitoring wells well marked? () yes () no () not applicable
8. Are monitoring wells operational and well maintained?
() yes () no () not applicable
9. Are there any violations of ground water standards at the compliance wells? () yes () no () not applicable
10. Is there evidence of potential ground water quality problems at the intermediate wells? () yes () no () not applicable
11. Are system storage facilities provided and do they have adequate capacity? () yes () no () not applicable
12. Are the storage facilities lined? () yes () no () not applicable
13. Is there evidence of seepage through the berms?
() yes () no () not applicable
14. Is there evidence of discharge over the tops of the berms, erosion of the berms, or of any illegal discharge devices?
() yes () no () not applicable
15. Are piping, control, and pumping facilities operational and well maintained? () yes () no () not applicable
16. Is there evidence that the storage facilities are used?
() yes () no () not applicable
17. Are the berms well maintained (including vegetation control)?
() yes () no () not applicable
18. Is a mosquito control program in place?
() yes () no () not applicable

MA

- 19. Is there evidence of mosquito problems?
 yes no not applicable
- 20. Is an emergency overflow structure provided and is it well maintained and usable? yes no not applicable
- 21. Are storage facilities enclosed with a fence or other facilities that preclude public access? yes no not applicable
- 22. Are any features provided that enable reduction in setback distances?
 yes no
If yes, specify:
 High-level disinfection
 Class I reliability
 Subsurface application systems
 Continuous vegetated barrier at least 5 feet high
 Low trajectory, low pressure nozzles or surface application
- 23. Are adequate setback distances provided from the wetted area to the property lines or buildings? yes no not applicable
- 24. Are adequate setback distances provided to potable water supply wells, Class I waters, and Class II waters?
 yes no not applicable
- 25. Is the wetted area at least 100 feet from outdoor public eating, drinking, and bathing facilities? yes no not applicable
- 26. Are transmission facilities located at least 100 feet from public water supply wells? yes no not applicable
- 27. Is there evidence of hydraulic problems such as ponding or run-off from the site? yes no not applicable
- 28. Is public access adequately restricted by fencing or posting of advisory signs? yes no not applicable
- 29. Are distribution piping, pumping, and other appurtenances well maintained and operational? yes no not applicable
- 30. Is there evidence of clogging of nozzles or other facilities?
 yes no not applicable
- 31. Is there evidence of or public complaints about aerosol drift off of the site, odors, or other nuisance conditions?
 yes no not applicable
- 32. Are the distribution facilities labeled?
 yes no not applicable
- 33. Are above ground hose bibbs present?
 yes no not applicable

NA

- 34. Are supplemental fertilizers or residuals applied to the site?
 yes no not applicable
- 35. If fertilizers or residuals are applied, are they applied in moderate amounts such that the nutrient needs of the crops are not exceeded?
 yes no not applicable
- 36. Is there evidence that fertilizer or residuals application results in ground water quality problems (nitrogen is main concern)?
 yes no not applicable
- 37. What crops are grown? _____
- 38. Are the crops routinely harvested and removed from the site?
 yes no not applicable
- 39. Are underdrains or perimeter drainage features provided?
 yes no not applicable

If yes, specify:

 Underdrains
 Perimeter drains
- 40. Does the water collected in underdrains or perimeter drainage features meet appropriate effluent limits? yes no not applicable
- 41. What is the average annual hydraulic loading rate (based on the total wetted area)? _____ inches/week
- 42. Are cattle allowed to graze on the site? yes no

If yes, what type?

 Beef cattle
 Dairy cattle
 Others _____
- 43. If dairy cattle graze on the site, are they kept off the site for at least 15 days after application of reclaimed water?
 yes no not applicable
- 44. If edible food crops are grown, please complete the checklists for Part III reuse systems and for edible crop irrigation.

MA

REUSE SYSTEMS

Part III Slow Rate Land Application Systems; Public Access; Residential Irrigation; and Edible Crops

1. Is at least secondary treatment provided? () yes () no
2. Is high-level disinfection provided? () yes () no
3. Do the treatment facilities have permitted capacities in excess of the minimum system size requirements (0.1 mgd for public access systems, 0.5 mgd for residential irrigation, 0.5 mgd for edible crop irrigation)? () yes () no
4. Is there a DER-approved cross-connection control program covering the areas served by reclaimed water? () yes () no
5. Is there a uniform system for color coding and/or marking reclaimed water pipes? () yes () no
6. Does the utility inspect all new connections to the reclaimed water system? () yes () no
7. Does the utility provide routine inspections of existing connections to the reclaimed water system? () yes () no
8. Is an approved industrial pretreatment program in-place?
() yes () no () not needed
9. Is the industrial pretreatment program enforced? () yes () no
10. Is there a DER-approved operating protocol on-site and available to the operators? () yes () no () not needed
11. Has the operating protocol been updated and approved annually?
() yes () no
12. What set points are contained in the operating protocol for the following items?

Turbidity: _____ NTU

Chlorine Residual: _____ mg/l

Other Parameter (specify): Parameter: _____

Limit: _____ mg/l

13. Are the operators familiar with the operating protocol?
() yes () no
14. Does the operator use the operating protocol to control the facility and to make judgments on the quality of the reclaimed water being produced? () yes () no

MA

15. Is the 5.0 mg/l TSS limit met at all times for reclaimed water sent to the reuse system? () yes () no
16. Are the high-level disinfection criteria for fecal coliforms met at all times for reclaimed water sent to the reuse system?
() yes () no
17. Have the operators simulate a case where turbidity or chlorine residuals violate the limits set in the operating protocol. Is the reclaimed water of "unacceptable quality" diverted to the reject storage system or permitted alternative discharge system?
() yes () no
18. Are continuous monitoring devices provided for measuring turbidity (after filter/before chlorination) and chlorine residual (after contact chamber)? () yes () no
19. Are these instruments in good repair and used in the operation and control of the facilities? () yes () no
20. Are the filters in operation and in good repair? () yes () no
21. Are chemical feed facilities provided? () yes () no
22. What chemicals can be added? _____
23. Are the chemical feed facilities in operation and in good repair?
() yes () no
24. Can the high-level disinfection criteria be met without chemical addition? () yes () no
25. Is the reclaimed water flowing out of the filters and chlorination system very clear? () yes () no
26. Is the turbidity measurement being reported consistent with the appearance of the reclaimed water? () yes () no
27. Are system storage facilities provided to store reclaimed water of acceptable quality? () yes () no
28. Are system storage facilities used? () yes () no
29. Are system storage facilities well maintained and fully operational?
() yes () no
30. Are system storage facilities (including golf course lakes) used for temporary storage (as opposed to being used as "percolation ponds" with no effort to pump out of them for irrigation purposes)?
() yes () no
31. Are lined reject storage facilities provided to store reclaimed water of unacceptable quality? () yes () no

MA

32. Is there evidence that reject storage facilities are used?
 yes no
33. Is the reject storage system well maintained and fully operational?
 yes no
34. If automatic control and diversion are provided, are the systems operational, well maintained, and used?
 yes no not applicable
35. Is reclaimed water released to the system storage and reuse system only during periods when an operator is present?
 yes no not applicable (other reliability measures provided)
36. Is stored reject water returned to the treatment facilities for additional treatment and disinfection?
 yes no not applicable
37. Are the facilities for return of reject water to the treatment facilities well maintained, operational, and in use?
 yes no not applicable
38. Are reclaimed water pipes and appurtenances appropriately marked and color coded? yes no
39. Are advisory signs posted alerting the public that reclaimed water is being used? yes no
40. Are there illegal surface water discharge points? yes no
41. Is there evidence of abuse of the system, such as significant run-off off-site, or severe ponding? yes no
42. Are low trajectory nozzles used within 100 feet of outdoor public eating, drinking, or bathing facilities? yes no
43. Is reclaimed water applied within 75 feet of potable water supply wells? yes no
44. Are distribution systems and pumps operational and well maintained?
 yes no
45. Are ground water monitoring facilities provided and is monitoring regularly performed (normally quarterly)? yes no
46. Are background, intermediate, and compliance wells provided and monitored? yes no not applicable
47. Are monitoring wells well marked? yes no not applicable
48. Are monitoring wells operational and well maintained?
 yes no not applicable

NA

- 49. Are there any violations of ground water standards at the compliance wells? () yes () no () not applicable
- 50. Is there evidence of potential ground water quality problems at the intermediate wells? () yes () no () not applicable
- 51. Are above ground hose bibbs present on reclaimed water lines? () yes () no () not applicable
- 52. Is there evidence of or public complaints about aerosol drift, odors, or other nuisance conditions? () yes () no () not applicable

REUSE SYSTEMS

MA

Part III Slow Rate Land Application Systems; Edible Crops

1. Does the treatment facility have a permitted capacity of at least 0.5 mgd? () yes () no

Note: The minimum system size is reduced to 0.1 mgd if the following conditions are met:

- a. A direct contact method of irrigation is not used.
- b. The crop produced is processed before human consumption.
- c. Public access to the site is restricted.

2. What edible crops are grown? _____
3. What edible crops are commercially processed (thermal processing) before being sent to commercial markets? _____
4. List the edible crops produced that are **always** peeled, skinned, or cooked by consumers? _____
5. What types of application methods are used when irrigating with reclaimed water? _____
6. Does the DER permit accurately describe the crops grown, processing provided, and application methods?
() yes () no () not applicable
7. Is a direct contact method (spray irrigation) used on crops that are not peeled, skinned, cooked, or thermally processed before human consumption (does not include irrigation of citrus or tobacco)?
() yes () no () not applicable
8. Is public access to the site restricted by fencing or by posting of advisory signs? () yes () no () not applicable
9. Are the farm workers aware of the fact that reclaimed water is being used for irrigation? () yes () no () not applicable

REUSE SYSTEMS

Part IV Rapid Rate Land Application Systems

1. Is at least secondary treatment provided? yes no
2. Is at least basic disinfection provided? yes no
3. Does the reclaimed water never exceed 12 mg/l of nitrate (as N)?
 yes no not applicable *see ompr*
4. Does the treatment facility have a permitted capacity of at least 0.1 mgd? yes no
5. Are ground water monitoring facilities provided and is monitoring regularly performed (normally quarterly)? yes no
6. Are background, intermediate, and compliance wells provided and monitored? yes no not applicable
7. Are monitoring wells well marked? yes no not applicable *see ompr*
8. Are monitoring wells operational and well maintained? yes no not applicable *ok*
9. Are there any violations of ground water standards at the compliance wells? yes no not applicable *see ompr*
10. Is there evidence of potential ground water quality problems at the intermediate wells? yes no not applicable *see ompr*
11. Are system storage facilities provided and do they have adequate capacity? yes no not applicable *There's a Polishing Pond*
12. Are the storage facilities lined? yes no not applicable *op. was bypassing Polishing Pond*
13. Is there evidence of seepage through the berms? yes no not applicable *Polishing Pond not lined that eng. could find.*
14. Is there evidence of discharge over the tops of the berms, erosion of the berms, or of any illegal discharge devices? yes no not applicable *level control piping*
15. Are piping, control, and pumping facilities operational and well maintained? yes no not applicable
16. Is there evidence that the storage facilities are used? yes no not applicable *not in use @ time of site visit*
17. Are the berms well maintained (including vegetation control)? yes no not applicable
18. Is a mosquito control program in place? yes no not applicable

19. Is there evidence of mosquito problems?
 yes no not applicable
20. Is an emergency overflow structure provided and is it well maintained and usable? yes no not applicable *connecting pipe to RIB*
21. Are storage facilities enclosed with a fence or other facilities that preclude public access? yes no not applicable
22. Are any features provided that enable reduction in setback distances?
 yes no *NA*
- If yes, specify:
- High-level disinfection
 Class I reliability
 Site adjacent to a right-of-way
23. Are adequate setback distances provided from the wetted area to the property lines or buildings? yes no not applicable *predates well probably*
24. Are adequate setback distances provided to potable water supply wells, Class I waters, and Class II waters? yes no not applicable
25. Are transmission facilities located at least 100 feet from public water supply wells? yes no not applicable
26. Is there evidence of a reduction in infiltration rates over the last permit period? yes no *no per operators. operator current not been @ plant long.*
27. Is there evidence of hydraulic problems such as ponding or run-off from the site? yes no not applicable
28. Is public access to the overall site adequately restricted by fencing or posting of advisory signs? yes no not applicable
29. Are the infiltration basins surrounded by a fence or other features that preclude public access? yes no not applicable
30. Are distribution piping, pumping, and other appurtenances well maintained and operational? yes no not applicable
31. Is there evidence of clogging of distribution or other facilities?
 yes no not applicable
32. Is there evidence of or public complaints about odors, excessive ground water mounding, or other nuisance conditions?
 yes no not applicable
33. Are the distribution facilities labeled?
 yes no not applicable

- 34. Are above ground hose bibbs present? *none noted*
 yes no not applicable
- 35. Are two or more infiltration basins provided? *Polishing Pond & 1 RIB*
 yes no not applicable
- 36. Is the system operated with an alternating wetting and drying cycle?
 yes no not applicable

If yes, basin is wetted for ____ days and is dried for ____ days. *NA*

- 37. Are the basins allowed to fully dry before being reloaded?
 yes no not applicable

Note: If the basins are not allowed to dry, the system is subject to regulation as an other system under Part VII of Chapter 17-610, F.A.C. This will require higher levels of treatment and reliability.

- 38. Are the berms well maintained? yes no not applicable *Need to control veg. so can be walked perimeter*
- 39. Are the basin bottoms routinely scarified or otherwise maintained to maintain percolation rates? yes no not applicable *Do not know date of last cleaning*
- 40. Is adequate freeboard provided (3 feet from normal maximum fill line to the top of the berm)? yes no not applicable

- 41. Is an emergency overflow or discharge device provided to ensure that water in the basin will not reach within 1 foot of the top?
 yes no not applicable *none noted*

- 42. Are the emergency overflow or discharge facilities well maintained and operational? yes no not applicable *?*

- 43. Are underdrains or perimeter drainage features provided?
 yes no not applicable

If yes, specify:

- Underdrains
- Perimeter drains

- 44. Does the water collected in underdrains or perimeter drainage features meet appropriate effluent limits? yes no not applicable

- 45. What is the average annual hydraulic loading rate (as applied to the total bottom area of all infiltration basins)?
See Form 2A inch/day

LA

REUSE SYSTEMS

Part V Absorption Field Systems

1. Is at least secondary treatment provided? yes no
2. Is at least basic disinfection provided? yes no
3. Does the reclaimed water never exceed 12 mg/l of nitrate (as N)?
 yes no not applicable
4. Does the reclaimed water never exceed 10 mg/l TSS?
 yes no not applicable
5. Does the treatment facility have a permitted capacity of at least 0.1 mgd? yes no
6. Are ground water monitoring facilities provided and is monitoring regularly performed (normally quarterly)? yes no
7. Are background, intermediate, and compliance wells provided and monitored? yes no not applicable
8. Are monitoring wells well marked? yes no not applicable
9. Are monitoring wells operational and well maintained?
 yes no not applicable
10. Are there any violations of ground water standards at the compliance wells? yes no not applicable
11. Is there evidence of potential ground water quality problems at the intermediate wells? yes no not applicable
12. Are system storage facilities provided and do they have adequate capacity? yes no not applicable
13. Are the storage facilities lined? yes no not applicable
14. Is there evidence of seepage through the berms?
 yes no not applicable
15. Is there evidence of discharge over the tops of the berms, erosion of the berms, or of any illegal discharge devices?
 yes no not applicable
16. Are piping, control, and pumping facilities operational and well maintained? yes no not applicable
17. Is there evidence that the storage facilities are used?
 yes no not applicable
18. Are the berms well maintained (including vegetation control)?
 yes no not applicable

MA

- 19. Is a mosquito control program in place?
 yes no not applicable
- 20. Is there evidence of mosquito problems?
 yes no not applicable
- 21. Is an emergency overflow structure provided and is it well maintained and usable? yes no not applicable
- 22. Are storage facilities enclosed with a fence or other facilities that preclude public access? yes no not applicable
- 23. Are any features provided that enable reduction in setback distances?
 yes no

If yes, specify:

- High-level disinfection
- Class I reliability
- Site adjacent to a right-of-way

- 24. Are adequate setback distances provided from the wetted area to the property lines or buildings? yes no not applicable
- 25. Are adequate setback distances provided to potable water supply wells, Class I waters, and Class II waters?
 yes no not applicable
- 26. Are transmission facilities located at least 100 feet from public water supply wells? yes no not applicable
- 27. Is there evidence of a reduction in infiltration rates over the last permit period? yes no
- 28. Is there evidence of hydraulic problems such as wetness at the ground surface, ponding, or run-off from the site?
 yes no not applicable
- 29. Are adequate advisory signs posted around the site?
 yes no not applicable
- 30. Are distribution piping, pumping, and other appurtenances well maintained and operational? yes no not applicable
- 31. Is there evidence of clogging of distribution or other facilities?
 yes no not applicable
- 32. Is there evidence of or public complaints about odors, run-off, excessive ground water mounding, or other nuisance conditions?
 yes no not applicable
- 33. Are the distribution facilities labeled?
 yes no not applicable

11A

- 34. Are above ground hose bibbs present?
 yes no not applicable
- 35. Are two or more distribution systems provided?
 yes no not applicable
- 36. Is the system operated with an alternating wetting and drying cycle?
 yes no not applicable

If yes, system is wetted for _____ days and is dried for _____ days.

- 37. Are the distribution systems rested before being reloaded?
 yes no not applicable

Note: If the distribution systems are not allowed to rest, the system is subject to regulation as an other system under Part VII of Chapter 17-610, F.A.C. This will require higher levels of treatment and reliability.

- 38. Is the property well maintained? yes no not applicable
- 39. Is the absorption field operated such as to use the overlying vegetation? yes no
- 40. Is the vegetation routinely cut and the cuttings removed from the site? yes no not applicable
- 41. Are underdrains or perimeter drainage features provided?
 yes no not applicable

If yes, specify:

- Underdrains
- Perimeter drains

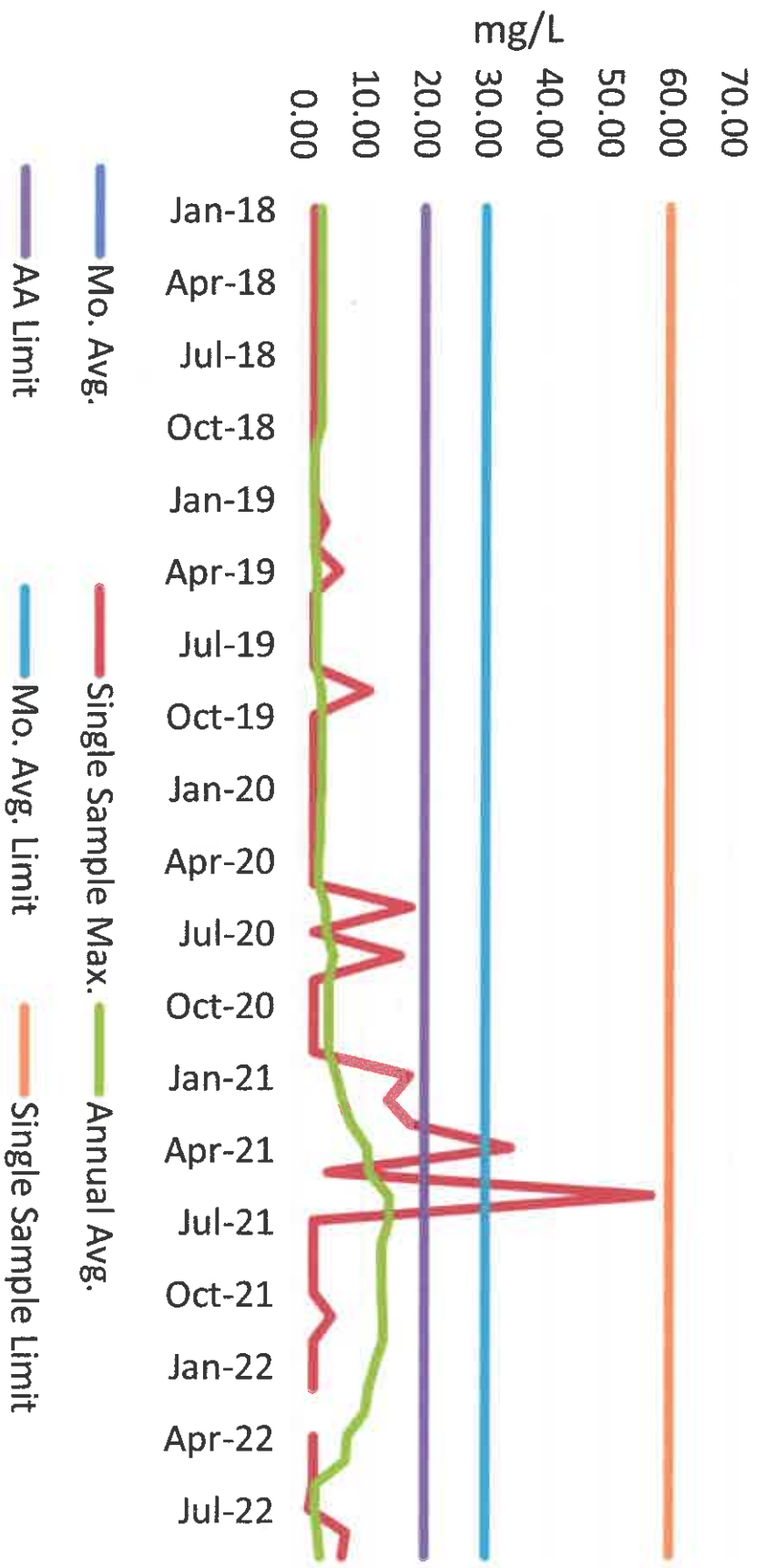
- 42. Does the water collected in underdrains or perimeter drainage features meet appropriate effluent limits? yes no not applicable
- 43. What is the average annual hydraulic loading rate (as applied to the total bottom area of all distribution systems' trenches)?
_____ inch/day

ATTACHMENT II
TABLES AND GRAPHS OF PARAMETERS

CBOD5

DATE	Mo. Avg.	Single Sample Max.	Annual Avg.	AA Limit	Mo. Avg. Limit	Single Sample Limit	
Jan-18	2.00	2.00	3.18	20	30	60	AA by op.)
Feb-18	2.00	2.00	3.18	20	30	60	AA by op.)
Mar-18	2.00	2.00	3.18	20	30	60	AA by op.)
Apr-18	2.00	2.00	3.18	20	30	60	AA by op.)
May-18	2.00	2.00	3.18	20	30	60	AA by op.)
Jun-18	2.00	2.00	3.18	20	30	60	AA by op.)
Jul-18	2.00	2.00	3.18	20	30	60	AA by op.)
Aug-18	2.00	2.00	3.18	20	30	60	AA by op.)
Sep-18	2.00	2.00	3.18	20	30	60	AA by op.)
Oct-18	2.00	2.00	3.18	20	30	60	AA by op.)
Nov-18	2.00	2.00	2.00	20	30	60	AA by op.)
Dec-18	2.00	2.00	2.00	20	30	60	(AA by eng.)
Jan-19	2.00	2.00	2.00	20	30	60	(AA by eng.)
Feb-19	3.84	3.84	2.15	20	30	60	(AA by eng.)
Mar-19	2.00	2.00	2.15	20	30	60	(AA by eng.)
Apr-19	6.12	6.12	2.50	20	30	60	(AA by eng.)
May-19	2.00	2.00	2.50	20	30	60	(AA by eng.)
Jun-19	2.00	2.00	2.50	20	30	60	(AA by eng.)
Jul-19	2.00	2.00	2.50	20	30	60	(AA by eng.)
Aug-19	2.00	2.00	2.50	20	30	60	(AA by eng.)
Sep-19	11.00	11.00	3.25	20	30	60	(AA by eng.)
Oct-19	2.00	2.00	3.25	20	30	60	(AA by eng.)
Nov-19	2.00	2.00	3.25	20	30	60	(AA by eng.)
Dec-19	2.00	2.00	3.25	20	30	60	(AA by eng.)
Jan-20	2.00	2.00	3.25	20	30	60	(AA by eng.)
Feb-20	2.00	2.00	3.09	20	30	60	(AA by eng.)
Mar-20	2.00	2.00	3.09	20	30	60	(AA by eng.)
Apr-20	2.00	2.00	2.75	20	30	60	(AA by eng.)
May-20	2.00	2.00	2.75	20	30	60	(AA by eng.)
Jun-20	17.70	17.70	4.06	20	30	60	(AA by eng.)
Jul-20	2.00	2.00	4.06	20	30	60	(AA by eng.)
Aug-20	16.00	16.00	5.23	20	30	60	(AA by eng.)
Sep-20	2.00	2.00	4.48	20	30	60	(AA by eng.)
Oct-20	2.00	2.00	4.48	20	30	60	(AA by eng.)
Nov-20	2.00	2.00	4.48	20	30	60	(AA by eng.)
Dec-20	2.00	2.00	4.48	20	30	60	(AA by eng.)
Jan-21	17.60	17.60	5.78	20	30	60	(AA by eng.)
Feb-21	14.10	14.10	6.78	20	30	60	(AA by eng.)
Mar-21	17.70	17.70	8.09	20	30	60	(AA by eng.)
Apr-21	34.10	34.10	10.77	20	30	60	(AA by eng.)
May-21	4.29	4.29	10.96	20	30	60	(AA by eng.)
Jun-21	57.00	57.00	14.23	20	30	60	(AA by eng.)
Jul-21	2.00	2.00	14.23	20	30	60	(AA by eng.)
Aug-21	2.00	2.00	13.07	20	30	60	(AA by eng.)
Sep-21	2.00	2.00	13.07	20	30	60	(AA by eng.)
Oct-21	2.00	2.00	13.07	20	30	60	(AA by eng.)
Nov-21	4.98	4.98	13.31	20	30	60	(AA by eng.)
Dec-21	2.00	2.00	13.31	20	30	60	(AA by eng.)
Jan-22	2.00	2.00	12.01	20	30	60	(AA by eng.)
Feb-22	2.00	2.00	11.01	20	30	60	(AA by eng.)
Mar-22			10.40	20	30	60	(AA by eng.)
Apr-22	2.00	2.00	7.48	20	30	60	(AA by eng.)
May-22	2.00	2.00	7.27	20	30	60	(AA by eng.)
Jun-22	2.00	2.00	2.27	20	30	60	(AA by eng.)
Jul-22	1.30	1.30	2.21	20	30	60	(AA by eng.)
Aug-22	7.30	7.30	2.69	20	30	60	(AA by eng.)
Sep-22	6.60	6.60	3.11	20	30	60	(AA by eng.)

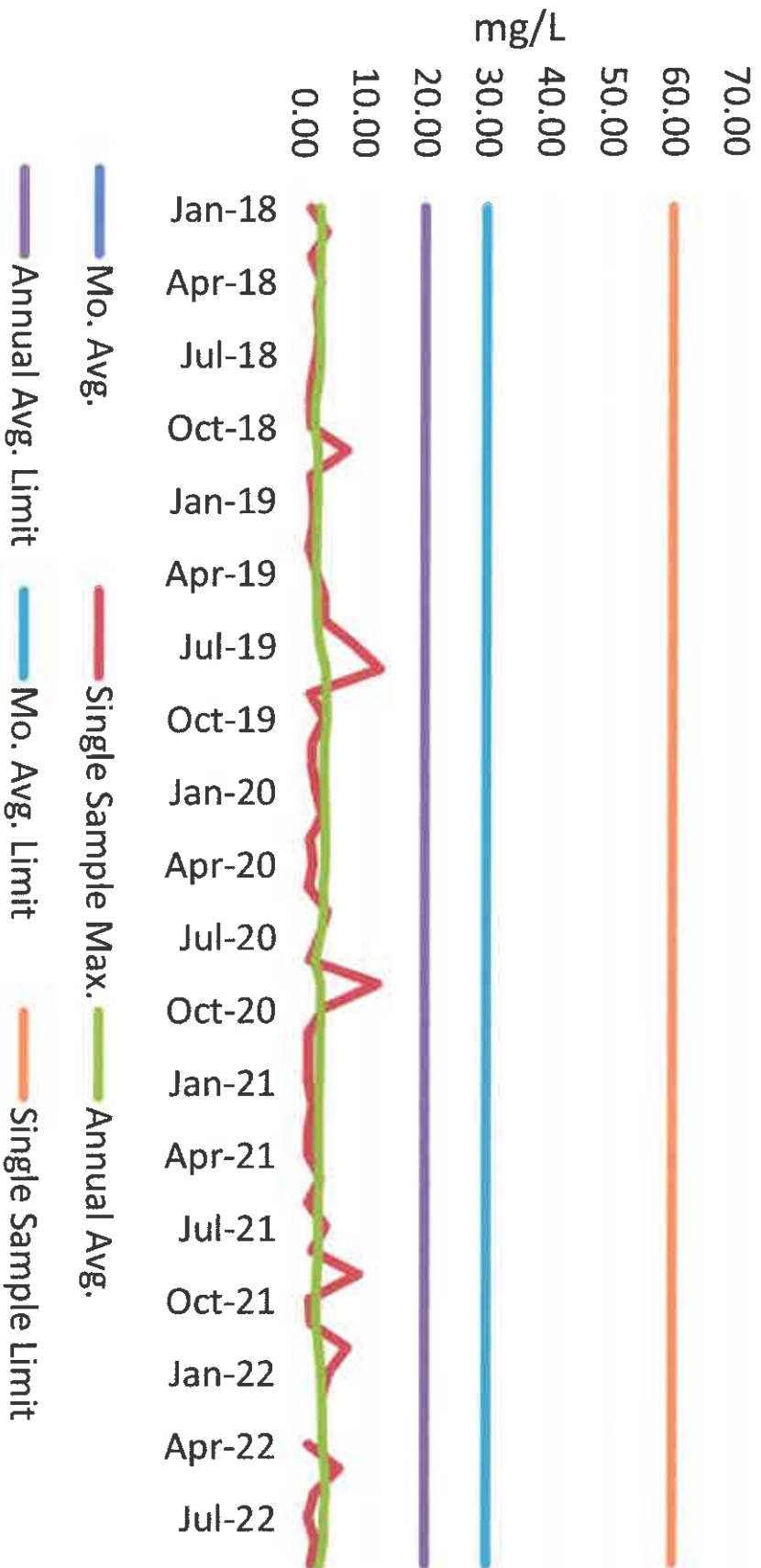
CBOD5 Results vs. Limits



Total Suspended Solids

DATE	Mo. Avg.	Single Sample Max.	Annual Avg.	Annual Avg. Limit	Mo. Avg. Limit	Single Sample Limit	
Jan-18	1.30	1.30	2.78	20.0	30.0	60.0	AA by op.)
Feb-18	3.80	3.80	2.98	20.0	30.0	60.0	AA by op.)
Mar-18	1.30	1.30	2.84	20.0	30.0	60.0	AA by op.)
Apr-18	2.89	2.89	2.71	20.0	30.0	60.0	AA by op.)
May-18	2.22	2.22	2.62	20.0	30.0	60.0	AA by op.)
Jun-18	2.67	2.67	2.73	20.0	30.0	60.0	AA by op.)
Jul-18	2.22	2.22	2.83	20.0	30.0	60.0	AA by op.)
Aug-18	1.43	1.43	2.63	20.0	30.0	60.0	AA by op.)
Sep-18	1.10	1.10	1.99	20.0	30.0	60.0	AA by op.)
Oct-18	1.30	1.30	1.92	20.0	30.0	60.0	AA by op.)
Nov-18	7.20	7.20	2.44	20.0	30.0	60.0	AA by op.)
Dec-18	1.22	1.22	2.39	20.0	30.0	60.0	(AA by eng.)
Jan-19	1.70	1.70	2.42	20.0	30.0	60.0	(AA by eng.)
Feb-19	1.70	1.70	2.25	20.0	30.0	60.0	(AA by eng.)
Mar-19	1.00	1.00	2.22	20.0	30.0	60.0	(AA by eng.)
Apr-19	2.10	2.10	2.16	20.0	30.0	60.0	(AA by eng.)
May-19	3.50	3.50	2.26	20.0	30.0	60.0	(AA by eng.)
Jun-19	3.50	3.50	2.33	20.0	30.0	60.0	(AA by eng.)
Jul-19	8.40	8.40	2.85	20.0	30.0	60.0	(AA by eng.)
Aug-19	12.60	12.60	3.78	20.0	30.0	60.0	(AA by eng.)
Sep-19	1.20	1.20	3.79	20.0	30.0	60.0	(AA by eng.)
Oct-19	3.50	3.50	3.97	20.0	30.0	60.0	(AA by eng.)
Nov-19	1.50	1.50	3.49	20.0	30.0	60.0	(AA by eng.)
Dec-19	1.50	1.50	3.52	20.0	30.0	60.0	(AA by eng.)
Jan-20	2.10	2.10	3.55	20.0	30.0	60.0	(AA by eng.)
Feb-20	3.20	3.20	3.68	20.0	30.0	60.0	(AA by eng.)
Mar-20	1.20	1.20	3.69	20.0	30.0	60.0	(AA by eng.)
Apr-20	1.70	1.70	3.66	20.0	30.0	60.0	(AA by eng.)
May-20	1.00	1.00	3.45	20.0	30.0	60.0	(AA by eng.)
Jun-20	4.00	4.00	3.49	20.0	30.0	60.0	(AA by eng.)
Jul-20	2.80	2.80	3.03	20.0	30.0	60.0	(AA by eng.)
Aug-20	1.20	1.20	2.08	20.0	30.0	60.0	(AA by eng.)
Sep-20	12.30	12.30	3.00	20.0	30.0	60.0	(AA by eng.)
Oct-20	3.30	3.30	2.98	20.0	30.0	60.0	(AA by eng.)
Nov-20	1.00	1.00	2.94	20.0	30.0	60.0	(AA by eng.)
Dec-20	1.00	1.00	2.90	20.0	30.0	60.0	(AA by eng.)
Jan-21	1.00	1.00	2.81	20.0	30.0	60.0	(AA by eng.)
Feb-21	1.70	1.70	2.68	20.0	30.0	60.0	(AA by eng.)
Mar-21	1.00	1.00	2.67	20.0	30.0	60.0	(AA by eng.)
Apr-21	1.00	1.00	2.61	20.0	30.0	60.0	(AA by eng.)
May-21	2.90	2.90	2.77	20.0	30.0	60.0	(AA by eng.)
Jun-21	1.00	1.00	2.52	20.0	30.0	60.0	(AA by eng.)
Jul-21	3.80	3.80	2.60	20.0	30.0	60.0	(AA by eng.)
Aug-21	1.60	1.60	2.63	20.0	30.0	60.0	(AA by eng.)
Sep-21	9.19	9.19	2.37	20.0	30.0	60.0	(AA by eng.)
Oct-21	1.20	1.20	2.20	20.0	30.0	60.0	(AA by eng.)
Nov-21	1.40	1.40	2.23	20.0	30.0	60.0	(AA by eng.)
Dec-21	7.30	7.30	2.76	20.0	30.0	60.0	(AA by eng.)
Jan-22	4.40	4.40	3.04	20.0	30.0	60.0	(AA by eng.)
Feb-22	3.20	3.20	3.17	20.0	30.0	60.0	(AA by eng.)
Mar-22			3.36	20.0	30.0	60.0	(AA by eng.)
Apr-22	1.00	1.00	3.36	20.0	30.0	60.0	(AA by eng.)
May-22	6.00	6.00	3.64	20.0	30.0	60.0	(AA by eng.)
Jun-22	2.00	2.00	3.74	20.0	30.0	60.0	(AA by eng.)
Jul-22	1.00	1.00	3.48	20.0	30.0	60.0	(AA by eng.)
Aug-22	2.10	2.10	3.53	20.0	30.0	60.0	(AA by eng.)
Sep-22	1.40	1.40	2.82	20.0	30.0	60.0	(AA by eng.)

TSS Results vs. Limits



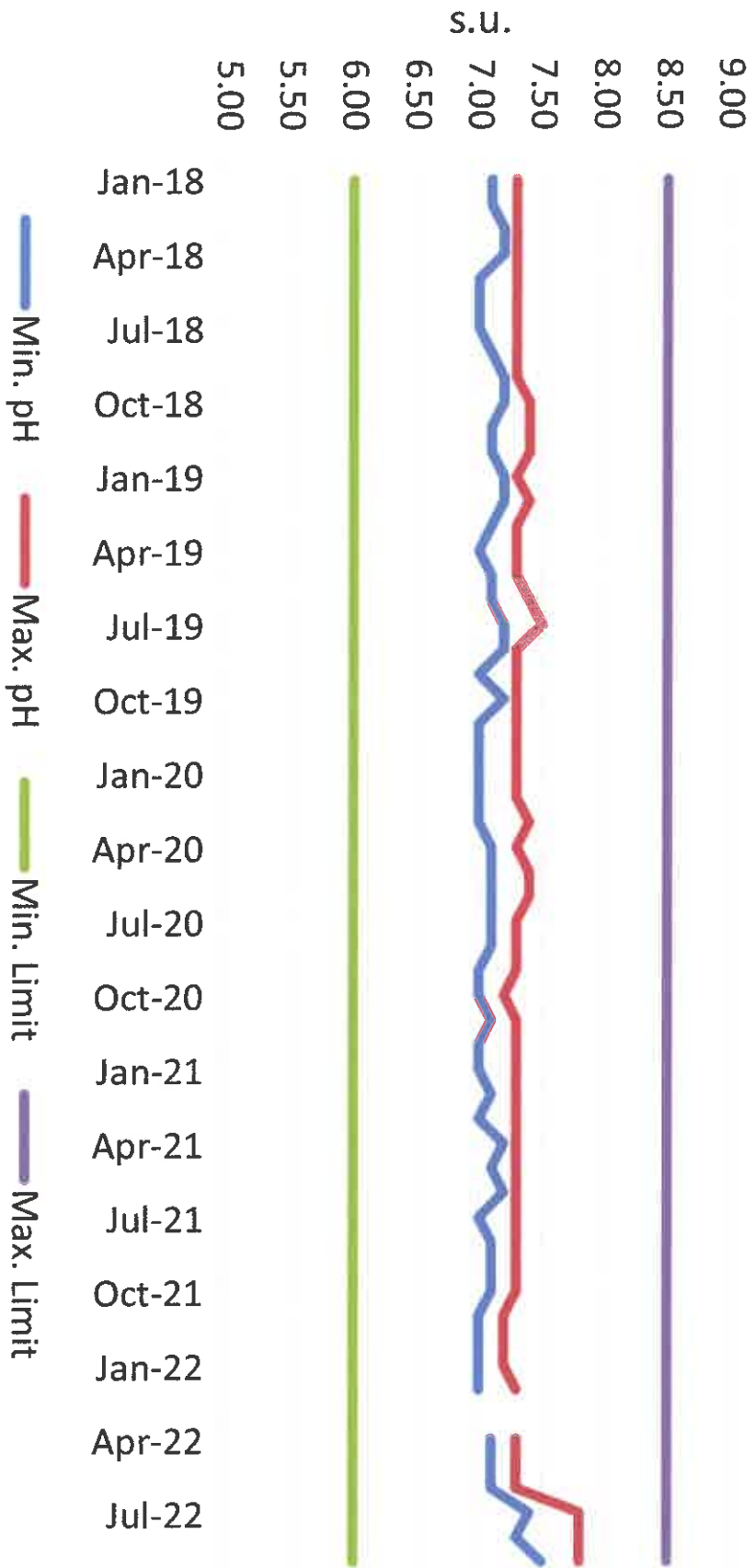
Fecal (# / 100 ml)

DATE	Single Sample Max. Result	Mo. Geo. Mean	Ann. Avg. Result	Ann. Avg. Limit	Mo. Geo. Mean Limit	Single Sample Limit	
Jan-18	1.00	1.00	22.00	200	200	800	(AA by op.)
Feb-18	1.00	1.00	17.00	200	200	800	(AA by op.)
Mar-18	1.00	1.00	17.00	200	200	800	(AA by op.)
Apr-18	1.00	1.00	1.00	200	200	800	(AA by op.)
May-18	1.00	1.00	1.00	200	200	800	(AA by op.)
Jun-18	1.00	1.00	1.00	200	200	800	(AA by op.)
Jul-18	1.00	1.00	1.00	200	200	800	(AA by op.)
Aug-18	1.00	1.00	1.00	200	200	800	(AA by op.)
Sep-18	1.00	1.00	1.00	200	200	800	(AA by op.)
Oct-18	1.00	1.00	1.00	200	200	800	(AA by op.)
Nov-18	1.00	1.00	1.00	200	200	800	(AA by op.)
Dec-18	1.00	1.00	1.00	200	200	800	(AA by eng.)
Jan-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Feb-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Mar-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Apr-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
May-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Jun-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Jul-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Aug-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Sep-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Oct-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Nov-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Dec-19	1.00	1.00	1.00	200	200	800	(AA by eng.)
Jan-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Feb-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Mar-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Apr-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
May-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Jun-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Jul-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Aug-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Sep-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Oct-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Nov-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Dec-20	1.00	1.00	1.00	200	200	800	(AA by eng.)
Jan-21	1.00	1.00	1.00	200	200	800	(AA by eng.)
Feb-21	1.00	1.00	1.00	200	200	800	(AA by eng.)
Mar-21	1.00	1.00	1.00	200	200	800	(AA by eng.)
Apr-21	1.00	1.00	1.00	200	200	800	(AA by eng.)
May-21	325.00	164.00	14.58	200	200	800	(AA by eng.)
Jun-21	1.00	1.00	14.58	200	200	800	(AA by eng.)
Jul-21	1.00	1.00	14.58	200	200	800	(AA by eng.)
Aug-21	1.00	1.00	14.58	200	200	800	(AA by eng.)
Sep-21	1.00	1.00	14.58	200	200	800	(AA by eng.)
Oct-21	1.00	1.00	14.58	200	200	800	(AA by eng.)
Nov-21	1.00	1.00	14.58	200	200	800	(AA by eng.)
Dec-21	1.00	1.00	14.58	200	200	800	(AA by eng.)
Jan-22	1.00	1.00	14.58	200	200	800	(AA by eng.)
Feb-22	1.00	1.00	14.58	200	200	800	(AA by eng.)
Mar-22			15.82	200	200	800	(AA by eng.)
Apr-22	1.00	1.00	15.82	200	200	800	(AA by eng.)
May-22	1.00	1.00	1.00	200	200	800	(AA by eng.)
Jun-22	1.00	1.00	1.00	200	200	800	(AA by eng.)
Jul-22	1.00	1.00	1.00	200	200	800	(AA by eng.)
Aug-22	1.00	1.00	1.00	200	200	800	(AA by eng.)
Sep-22	1.00	1.00	1.00	200	200	800	(AA by eng.)

pH

DATE	Min. pH	Max. pH	Min. Limit	Max. Limit
Jan-18	7.10	7.30	6.0	8.5
Feb-18	7.10	7.30	6.0	8.5
Mar-18	7.20	7.30	6.0	8.5
Apr-18	7.20	7.30	6.0	8.5
May-18	7.00	7.30	6.0	8.5
Jun-18	7.00	7.30	6.0	8.5
Jul-18	7.00	7.30	6.0	8.5
Aug-18	7.10	7.30	6.0	8.5
Sep-18	7.20	7.30	6.0	8.5
Oct-18	7.20	7.40	6.0	8.5
Nov-18	7.10	7.40	6.0	8.5
Dec-18	7.10	7.40	6.0	8.5
Jan-19	7.20	7.30	6.0	8.5
Feb-19	7.20	7.40	6.0	8.5
Mar-19	7.10	7.30	6.0	8.5
Apr-19	7.00	7.30	6.0	8.5
May-19	7.10	7.30	6.0	8.5
Jun-19	7.10	7.40	6.0	8.5
Jul-19	7.20	7.50	6.0	8.5
Aug-19	7.20	7.30	6.0	8.5
Sep-19	7.00	7.30	6.0	8.5
Oct-19	7.20	7.30	6.0	8.5
Nov-19	7.00	7.30	6.0	8.5
Dec-19	7.00	7.30	6.0	8.5
Jan-20	7.00	7.30	6.0	8.5
Feb-20	7.00	7.30	6.0	8.5
Mar-20	7.00	7.40	6.0	8.5
Apr-20	7.10	7.30	6.0	8.5
May-20	7.10	7.40	6.0	8.5
Jun-20	7.10	7.40	6.0	8.5
Jul-20	7.10	7.30	6.0	8.5
Aug-20	7.10	7.30	6.0	8.5
Sep-20	7.00	7.30	6.0	8.5
Oct-20	7.00	7.20	6.0	8.5
Nov-20	7.10	7.30	6.0	8.5
Dec-20	7.00	7.30	6.0	8.5
Jan-21	7.00	7.30	6.0	8.5
Feb-21	7.10	7.30	6.0	8.5
Mar-21	7.00	7.30	6.0	8.5
Apr-21	7.20	7.30	6.0	8.5
May-21	7.10	7.30	6.0	8.5
Jun-21	7.20	7.30	6.0	8.5
Jul-21	7.00	7.30	6.0	8.5
Aug-21	7.10	7.30	6.0	8.5
Sep-21	7.10	7.30	6.0	8.5
Oct-21	7.10	7.30	6.0	8.5
Nov-21	7.00	7.20	6.0	8.5
Dec-21	7.00	7.20	6.0	8.5
Jan-22	7.00	7.20	6.0	8.5
Feb-22	7.00	7.30	6.0	8.5
Mar-22			6.0	8.5
Apr-22	7.10	7.30	6.0	8.5
May-22	7.10	7.30	6.0	8.5
Jun-22	7.10	7.30	6.0	8.5
Jul-22	7.40	7.80	6.0	8.5
Aug-22	7.30	7.80	6.0	8.5
Sep-22	7.50	7.80	6.0	8.5

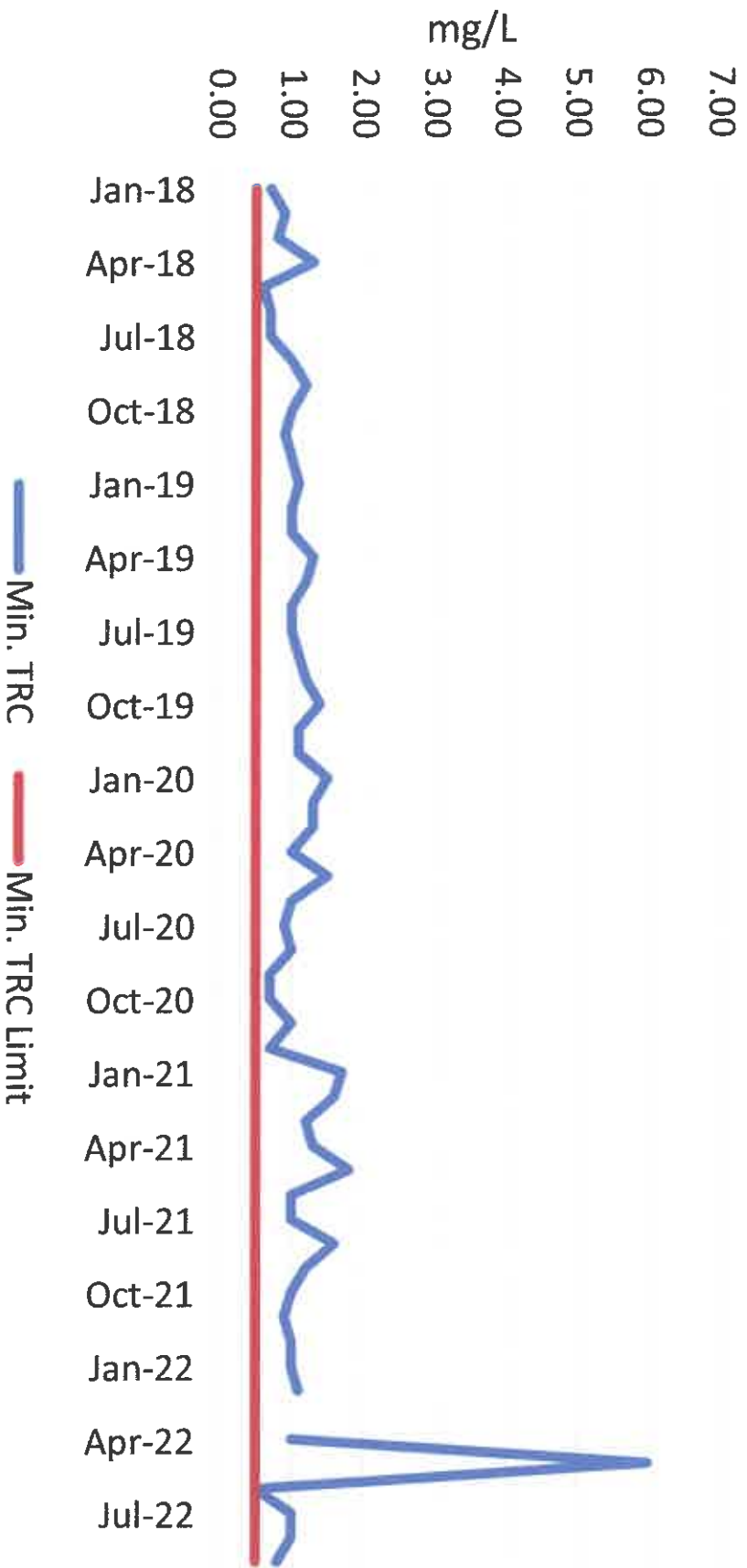
Minimum and Maximum pH Results vs. Limits



Total Residual Chlorine

DATE	Min. TRC	Min. TRC Limit
Jan-18	0.70	0.5
Feb-18	0.90	0.5
Mar-18	0.80	0.5
Apr-18	1.30	0.5
May-18	0.60	0.5
Jun-18	0.70	0.5
Jul-18	0.70	0.5
Aug-18	1.00	0.5
Sep-18	1.20	0.5
Oct-18	1.00	0.5
Nov-18	0.90	0.5
Dec-18	1.00	0.5
Jan-19	1.10	0.5
Feb-19	1.00	0.5
Mar-19	1.00	0.5
Apr-19	1.30	0.5
May-19	1.20	0.5
Jun-19	1.00	0.5
Jul-19	1.00	0.5
Aug-19	1.10	0.5
Sep-19	1.20	0.5
Oct-19	1.40	0.5
Nov-19	1.10	0.5
Dec-19	1.10	0.5
Jan-20	1.50	0.5
Feb-20	1.30	0.5
Mar-20	1.30	0.5
Apr-20	1.00	0.5
May-20	1.50	0.5
Jun-20	1.00	0.5
Jul-20	0.90	0.5
Aug-20	1.00	0.5
Sep-20	0.70	0.5
Oct-20	0.70	0.5
Nov-20	1.00	0.5
Dec-20	0.70	0.5
Jan-21	1.70	0.5
Feb-21	1.60	0.5
Mar-21	1.20	0.5
Apr-21	1.30	0.5
May-21	1.80	0.5
Jun-21	1.00	0.5
Jul-21	1.00	0.5
Aug-21	1.60	0.5
Sep-21	1.20	0.5
Oct-21	1.00	0.5
Nov-21	0.90	0.5
Dec-21	1.00	0.5
Jan-22	1.00	0.5
Feb-22	1.10	0.5
Mar-22		0.5
Apr-22	1.00	0.5
May-22	6.00	0.5
Jun-22	0.50	0.5
Jul-22	1.00	0.5
Aug-22	1.00	0.5
Sep-22	0.80	0.5

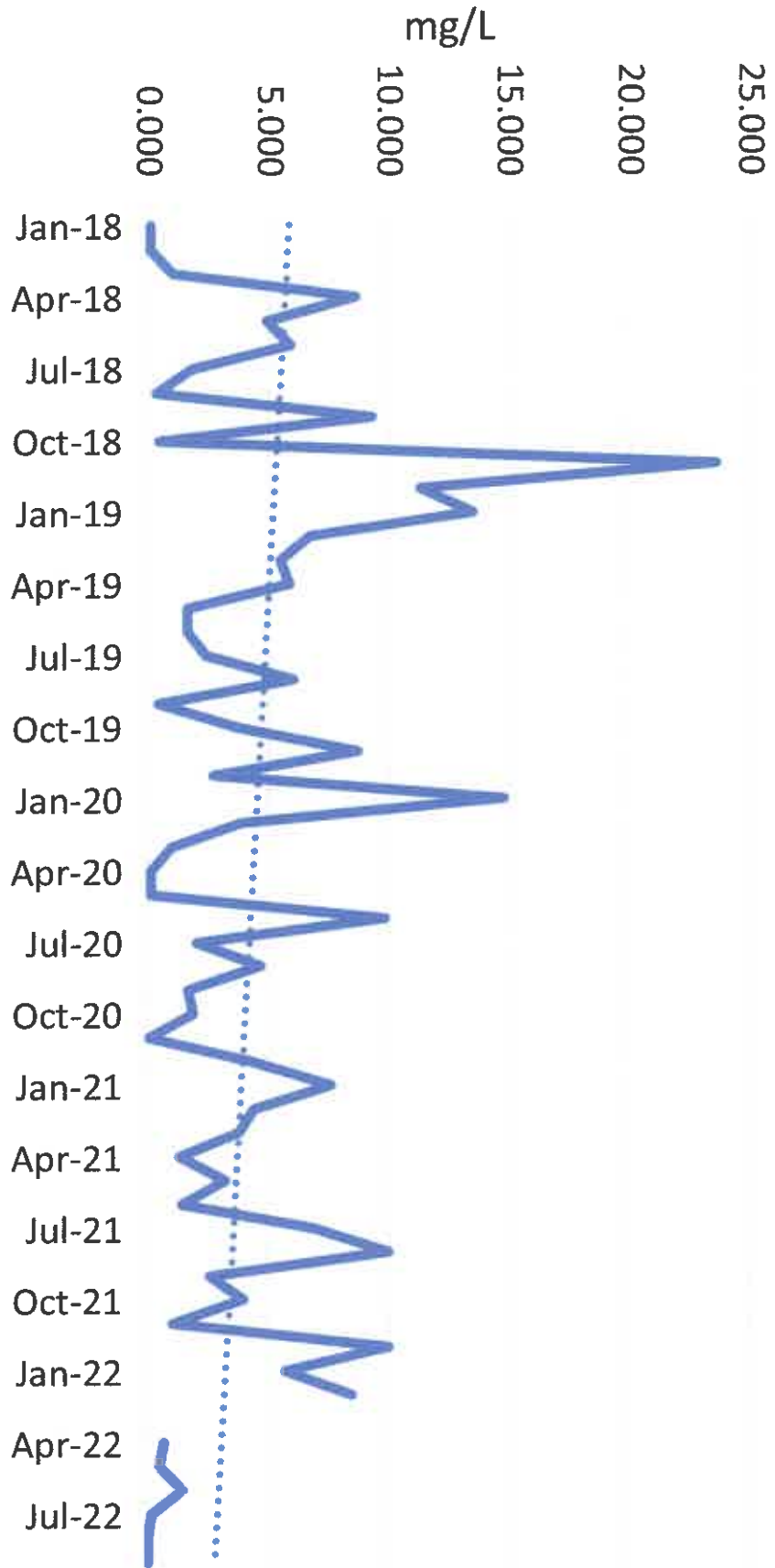
Minimum TRC vs. Limit (Basic Disinfection)



Nitrate

DATE	Nitrate Result	Nitrate Limit
Jan-18	0.087	Report
Feb-18	0.087	Report
Mar-18	1.020	Report
Apr-18	8.600	Report
May-18	4.920	Report
Jun-18	5.890	Report
Jul-18	1.800	Report
Aug-18	0.330	Report
Sep-18	9.280	Report
Oct-18	0.469	Report
Nov-18	23.600	Report
Dec-18	11.300	Report
Jan-19	13.500	Report
Feb-19	6.700	Report
Mar-19	5.500	Report
Apr-19	5.870	Report
May-19	1.650	Report
Jun-19	1.650	Report
Jul-19	2.430	Report
Aug-19	6.030	Report
Sep-19	0.444	Report
Oct-19	3.730	Report
Nov-19	8.710	Report
Dec-19	2.740	Report
Jan-20	14.800	Report
Feb-20	3.900	Report
Mar-20	0.996	Report
Apr-20	0.134	Report
May-20	0.128	Report
Jun-20	9.840	Report
Jul-20	2.020	Report
Aug-20	4.680	Report
Sep-20	1.660	Report
Oct-20	1.900	Report
Nov-20	0.056	Report
Dec-20	4.300	Report
Jan-21	7.600	Report
Feb-21	4.410	Report
Mar-21	3.780	Report
Apr-21	1.320	Report
May-21	3.220	Report
Jun-21	1.420	Report
Jul-21	6.860	Report
Aug-21	10.000	Report
Sep-21	2.570	Report
Oct-21	3.990	Report
Nov-21	1.030	Report
Dec-21	10.000	Report
Jan-22	5.710	Report
Feb-22	8.470	Report
Mar-22		Report
Apr-22	0.668	Report
May-22	0.488	Report
Jun-22	1.450	Report
Jul-22	0.160	Report
Aug-22	0.020	Report
Sep-22	0.020	Report

Nitrate Trending Results



Biosolids (dry tons/month): As reported by operator

DATE	Transferred	Landfilled	Used for Biofuel
Jan-18	0.00	0.50	
Feb-18	0.00	0.00	
Mar-18	0.00	0.00	
Apr-18	0.00	0.00	
May-18	0.00	0.00	
Jun-18	0.00	0.00	
Jul-18	0.00	0.00	
Aug-18	0.00	0.50	
Sep-18	0.00	0.00	
Oct-18	0.00	0.00	
Nov-18	0.00	0.00	0.00
Dec-18	0.00	0.00	0.00
Jan-19	0.00	0.00	0.00
Feb-19	0.00	0.00	0.00
Mar-19	0.00	0.00	0.00
Apr-19	0.00	0.50	0.00
May-19	0.00	0.00	0.00
Jun-19	0.00	0.00	0.00
Jul-19	0.00	0.00	0.00
Aug-19	0.00	0.50	0.00
Sep-19	0.00	0.00	0.00
Oct-19	0.00	0.00	0.00
Nov-19	0.00	0.00	0.00
Dec-19	0.00	0.50	0.00
Jan-20	0.00	0.00	0.00
Feb-20	0.00	0.00	0.00
Mar-20	0.00	0.00	0.00
Apr-20	0.00	0.00	0.00
May-20	0.00	0.50	0.00
Jun-20	0.00	0.50	0.00
Jul-20	0.00	0.00	0.00
Aug-20	0.00	0.00	0.00
Sep-20	0.00	0.00	0.00
Oct-20	0.00	0.00	0.00
Nov-20	0.00	0.00	0.00
Dec-20	0.00	0.00	0.00
Jan-21	0.00	0.00	0.00
Feb-21	0.00	0.00	0.00
Mar-21	0.00	0.00	0.00
Apr-21	0.00	0.50	0.00
May-21	0.00	0.50	0.00
Jun-21	0.00	0.00	0.00
Jul-21	0.00	0.50	0.00
Aug-21	0.00	0.00	0.00
Sep-21	0.00	0.00	0.00
Oct-21	0.00	0.00	0.00
Nov-21	0.00	0.00	0.00
Dec-21	0.00	0.00	0.00
Jan-22	0.00	0.00	0.00
Feb-22	0.00	0.00	0.00
Mar-22			
Apr-22	0.00	0.00	0.00
May-22	0.00	0.50	0.00
Jun-22	0.00	0.00	0.00
Jul-22	0.33	0.00	0.00
Aug-22	0.00	0.00	0.00
Sep-22	0.00	0.00	0.00

Groundwater Data

Total Nitrogen Results vs. Future Limit

DATE	Total Nitrogen (mg/L)	Total Nitrogen Annual Avg. (mg/L)	Total Nitrogen Future AA Limit (mg/L)
06/30/18	2.31		10.0
12/31/18	9.41	5.86	10.0
06/30/19	3.60	6.51	10.0
12/31/19	3.92	3.76	10.0
06/30/20	4.67	4.30	10.0
12/31/20	4.30	4.49	10.0
06/30/21	4.30	4.30	10.0
12/31/21	10.40	7.35	10.0
06/30/22	No data	10.40	10.0
12/31/22	6.80	6.80	10.0

Total Phosphorus Results vs. Future Limit

DATE	Total Phosphorus (mg/L)	Total Phosphorus Annual Avg. (mg/L)	Total Phosphorus Future AA Limit (mg/L)
06/30/18	0.0836		6.0
12/31/18	0.9500	0.5168	6.0
06/30/19	0.0666	0.5083	6.0
12/31/19	0.0666	0.0666	6.0
06/30/20	0.1120	0.0893	6.0
12/31/20	0.0932	0.1026	6.0
06/30/21	0.1030	0.0981	6.0
12/31/21	1.6800	0.8915	6.0
06/30/22	No data	1.6800	6.0
12/31/22	0.4100	0.4100	6.0

Groundwater Monitoring Results (MWC-1)

DATE	Nitrate/Nitrite Result (mg/L)	Nitrate/Nitrite Limit (mg/L)	TDS Results (mg/L)	TDS Limit	Total Nitrogen (mg/L)	Total Nitrogen Limit (mg/L)	Total Phosphorus (mg/L)	Total Phosphorus Limit (mg/L)	Fecal (#/100ml)	Fecal Limit	pH (S.U.) In Situ
06/30/18	0.0870	10.0	348.0	500.0	2.31	Report	0.0836	Report	1.00	4.0	6.62
12/31/18	0.0870	10.0	422.0	500.0	9.41	Report	0.9500	Report	1.00	4.0	6.20
06/30/19	0.0739	10.0	328.0	500.0	3.60	Report	0.0666	Report	1.00	4.0	6.45
12/31/19	0.0739	10.0	406.0	500.0	3.92	Report	0.0666	Report	1.00	4.0	6.66
06/30/20	0.0278	10.0	360.0	500.0	4.67	Report	0.1120	Report	1.00	4.0	6.72
12/31/20	0.0278	10.0	390.0	500.0	4.30	Report	0.0932	Report	1.00	4.0	7.10
06/30/21	0.0278	10.0	426.0	500.0	4.30	Report	0.1030	Report	1.00	4.0	7.09
12/31/21	0.0072	10.0	406.0	500.0	10.40	Report	1.6800	Report	1.00	4.0	7.09
06/30/22	No data	10.0	No data	500.0	No data	Report	No data	Report	No data	4.0	No data
12/31/22	0.0200	10.0	510.0	500.0	6.80	Report	0.4100	Report	1.00	4.0	7.21

*Operator changed during the 1st semi-annual of 2022. No data could be located.

pH (S.U.) Limit	Specific Conductance (umhos/cm)	Specific Conductance Limit	Water Level (NGVD)	Water Level Limit
6.5-8.5	534	Report	2.60	Report
6.5-8.5	721	Report	3.50	Report
6.5-8.5	352	Report	6.46	Report
6.5-8.5	730	Report	3.75	Report
6.5-8.5	586	Report	4.83	Report
6.5-8.5	651	Report	3.54	Report
6.5-8.5	711	Report	4.60	Report
6.5-8.5	771	Report	4.59	Report
6.5-8.5	No data	Report	No data	Report
6.5-8.5	870	Report	13.60	Report

Groundwater Monitoring Results (MWB-1)

DATE	Nitrate/Nitrite Result (mg/L)	Nitrate/Nitrite Limit (mg/L)	TDS Results (mg/L)	TDS Limit	Total Nitrogen (mg/L)	Total Nitrogen Limit (mg/L)	Total Phosphorus (mg/L)	Total Phosphorus Limit (mg/L)	Fecal (#/100ml)	Fecal Limit	pH (S.U.) In Situ
06/30/18	0.0870	Report	418.0	Report	10.10	Report	0.772	Report	1.00	Report	6.81
12/31/18	0.0870	Report	452.0	Report	3.14	Report	0.117	Report	1.00	Report	6.19
06/30/19	0.0739	Report	364.0	Report	11.80	Report	0.513	Report	1.00	Report	6.44
12/31/19	0.0739	Report	440.0	Report	9.52	Report	1.060	Report	1.00	Report	6.73
06/30/20	0.0278	Report	518.0	Report	5.76	Report	0.098	Report	1.00	Report	6.74
12/31/20	0.0278	Report	454.0	Report	14.10	Report	1.250	Report	1.00	Report	7.12
06/30/21	0.1360	Report	382.0	Report	10.70	Report	3.900	Report	1.00	Report	7.44
12/31/21	0.0400	Report	414.0	Report	7.66	Report	0.112	Report	1.00	Report	7.66
06/30/22	No data	Report	No data	Report	No data	Report	No data	Report	No data	Report	No data
12/31/22		Report		Report		Report		Report		Report	

*Operator changed during the 1st semi-annual of 2022. No data could be located.

pH (S.U.) Limit	Specific Conductance (umhos/cm)	Specific Conductance Limit	Water Level (NGVD)	Water Level Limit
Report	699	Report	2.84	Report
Report	745	Report	3.25	Report
Report	584	Report	6.71	Report
Report	797	Report	3.50	Report
Report	928	Report	4.92	Report
Report	887	Report	3.66	Report
Report	653	Report	4.66	Report
Report	743	Report	5.48	Report
Report	No data	Report	No data	Report
Report		Report		Report



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406-3007

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

August 8, 2022

NOTICE OF PERMIT MINOR REVISION (PERMIT TRANSFER)

Vantage Oaks WWTF
Vantage Oaks, LLC.
Austin Berk, Owner
10221 River Road # 59381
Potomac, MD 20859
austin@parakeetcommunities.com
homeoffice@parakeetcommunities.com

Okeechobee County
DW - Transfer of existing Wastewater Treatment Facility
Permit:
Joseph Hazellief TO Austin Berk, Vantage Oaks, LLC
DEP File No: FLA013897-006 DWF/MT

RE: Transfer of Wastewater Treatment Facility Permit No: FLA013897-005-DW3P (Issued June 15, 2018, will expire on September 24, 2023), to Vantage Oaks, LLC. FLA013897-006- DWF-MT.

Dear Mr. Berk:

The Department has received your request for transfer of Permit Number FLA013897-005-DW3P for the referenced facility received on July 19, 2022, for the subject project, issued previously to Joseph Hazellief of Vantage Development Corporation.

The permit transfer application was submitted under DEP Form 62-620.910(11) with a \$50.00 processing fee received on August 8, 2022. The ownership transfer was expected to be completed or become effective on August 8, 2022.

The request has been granted and the permit is modified accordingly as follows:

	<u>Transfer To Current Owner</u>	<u>From Previous Owner</u>
Name of Permittee:	Austin Berk Owner 10221 River Road # 59831 Potomac, MD 20859	Joseph Hazellief Owner 1595 SE 32 nd Ave Okeechobee, FL 34974
Responsible Authority:	Austin Berk, Owner austin@parakeetcommunities.com	Joseph Hazellief, Owner jrhazellief@gmail.com

All other project descriptions and permit conditions in the existing wastewater permit as issued on June 15, 2018, including the original permit expiration date on September 24, 2023, shall remain in effect, unless the changes are specified elsewhere in this letter. The new permittee must assume the responsibility to perform all the existing monitoring and reporting requirements in the newly transferred permit, beginning on the August 8, 2022 ownership change date.

NOTICE OF RIGHTS

The Department of Environmental Protection will issue a Domestic Wastewater Permit Transfer 0126015-334-DWC- MT, to the applicant unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (f) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (g) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (h) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (i) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an

administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation: Mediation is not available in this proceeding.

Executed in West Palm Beach, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



August 8, 2022

Norva Blandin, MSEM
Permitting Program Administrator
Southeast District

Date

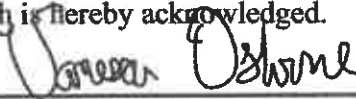
CERTIFICATE OF SERVICE

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

FDEP, Norva Blandin, Romina Lancellotti, Marie Lacroix
Okeechobee County Utility Authority- John Hayford, P.E.- jhayford@ouafl.com
Shannah Kennedy- Parakeet Communities- shannah@parakeetcommunities.com

FILING AND ACKNOWLEDGMENT

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



August 8, 2022

Clerk

Date



Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Vantage Development Corporation

RESPONSIBLE OFFICIAL:
Mr Joseph Hazellief
1595 SE 32nd Ave
Okeechobee, Florida 34974-6522
Email: jrhas@frontier.com

PERMIT NUMBER: FLA013897
FILE NUMBER: FLA013897-005-DW3P
EFFECTIVE DATE: September 25, 2018
EXPIRATION DATE: September 24, 2023
ISSUANCE DATE: June 15, 2018

FACILITY:

Vantage Oaks WWTF
SE 40th Street
Okeechobee, FL 34974
Okeechobee County
Latitude: 27°13' 23.5" N Longitude: 80°47' 15.43" W

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

WASTEWATER TREATMENT:

An existing 0.050 mgd three- month average daily flow (TMADF) permitted capacity extended aeration secondary treatment domestic wastewater treatment plant consisting of flow equalization, aeration, secondary clarification and chlorination with a polishing pond and additional filtration before land application.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.050 MGD three-month average daily flow permitted capacity rapid infiltration basin system, which consists of percolation pond, located approximately at latitude 27°13' 31" N, longitude 80°47' 15" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 16 of this permit.

PERMITTEE: Vantage Development Corporation
 FACILITY: Vantage Oaks Wastewater Treatment Facility

PERMIT NUMBER: FLA013897

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	MGD	Max Max	0.050 Report	3 month Average Monthly Average	5 Days/Week	Meter	FLW-02	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	Monthly	Grab	EFA-01	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-01	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Monthly Geometric Mean Annual Average Single Sample	Monthly	Grab	EFA-01	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-01	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-01	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	Report	Single Sample	Monthly	Grab	EFA-01	

PERMITTEE: Vantage Development Corporation
FACILITY: Vantage Oaks Wastewater Treatment Facility

PERMIT NUMBER: FLA013897

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-02	Magnetic Flow Meter - Effluent
EFA-01	At the end of the chlorine contact chamber

3. A meter shall be utilized to measure flow and calibrated at least once every 12 months. *[62-600.200(25)]*
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report to be used to calculate the annual average. *[62-600.440(5)(b)]*
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)]*

PERMITTEE: Vantage Development Corporation
 FACILITY: Vantage Oaks Wastewater Treatment Facility

PERMIT NUMBER: FLA013897

B. Other Limitations and Monitoring and Reporting Requirements

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

Parameter	Units	Max/Min	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	Report Report	Monthly Average Quarterly Average	5 Days/Week	Elapsed Time Measurement on Pump (Pump Log)	FLW-01	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-01	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Monthly Average	Monthly	Grab	INF-01	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Monthly Average	Monthly	Grab	INF-01	See I.B.3

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

Monitoring Site Number	Description of Monitoring Site
FLW-01	Pump Elapsed Time counter – Influent lift station
CAL-01	Calculated % Capacity = (TMADF/Permitted Capacity) x 100
INF-01	At the influent lift station.

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 elapsed time measurement on pump (pump log) 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:
- 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;
 - 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
 - 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 the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28 th 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 electronic DMR forms, the permittee shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed DMR forms using the DEP Business Portal at <http://www.fldepportal.com/go/>. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

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

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

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

Florida Department of Environmental Protection
 Southeast District
 3301 Gun Club Road, MSC 7210-1
 West Palm Beach, Florida 33406-3007

Phone Number - (561)681-6600
 FAX Number - (561)681-6760
 (All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

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

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be transferred to Tir Na n'Og Ranch and/or used as a biofuel or for bioenergy 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 (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-02
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-01
Biosolids Quantity (Used as a Biofuel or for Bioenergy)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-03

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

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

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-01	Biosolids Quantity Transferred (See Specific Condition II. A. 5.)
RMP-02	Biosolids Quantity Landfilled (See Specific Condition II. A. 5.)
RMP-03	Biosolids Quantity Used as Biofuel or for Bioenergy (See Specific Condition II. A. 5.)

5. The following are the approved Monitoring Site Calculations:

- a. Dry tons = gallons of biosolids x 8.34 lbs./gallon / 2000 lbs/ton. x percent solids/100
- b. Dry tons = wet tons x percent solids/100
- c. If a biosolids analysis is not available then the percent total solids can be estimated using 1.75 % total solids for liquid biosolids and 17.75 % total solids for dewatered "cake".
- d. Percent solids will be obtained from the annual biosolids analysis required by the permit. The gallons are the total amount of biosolids for the month either land applied, transferred to another facility, used as a biofuel/for bioenergy or landfilled. As a guide, a typical load of liquid biosolids removed by truck is usually 6,000 gallons.

6. 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)]
7. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
8. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

B. Disposal

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

C. Incineration or Conversion to Biofuel for Bioenergy

10. Incineration or use of biosolids as a biofuel or for bioenergy by gasification shall be in accordance with Chapters 62-204, 62-210, 62-212, 62-213, 62-296, and 62-297, F.A.C., and the Resource Conservation and Recovery Act. [62-640.100(6)(d)]

D. Transfer

11. 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)]

12. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

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

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

[62-640.880(4)]

E. Receipt

13. 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-hours' notice to the Department's Southeast 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 Southeast 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 of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	Well Type	New or Existing
MWB-01	Background Well - 100 ft SW of Perc Pond	27°13' 24"	80°47' 16"	15	Surficial	Background	Existing
MWC-01	Compliance Well - 100 ft NE of Perc Pond	27°13' 28"	80°47' 13"	15	Surficial	Compliance	Existing

[62-520.600] [62-610.510]

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	Semi-Annually; twice per year
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Semi-Annually; twice per year
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Semi-Annually; twice per year
Coliform, Fecal	4	#/100mL	Grab	Semi-Annually; twice per year
pH	6.5 - 8.5	s.u.	In Situ	Semi-Annually; twice per year
Phosphorus, Total (as P)	Report	mg/L	Grab	Semi-Annually; twice per year
Nitrogen, Total	Report	mg/L	Grab	Semi-Annually; twice per year
Specific Conductance	Report	umhos/cm	Grab	Semi-Annually; twice per year

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

- 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)]
- Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. [62-160.210] [62-600.670(3)]
- Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Southeast District Office as being more representative of ground water conditions. [62-520.310(5)]
- 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)]
- 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 Southeast 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 Southeast District Office before installation. [62-520.600(6)(l)]

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

F. Part IV Rapid Infiltration Basins

- Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518]
- The maximum annual average loading rate to the percolation pond shall be limited to 3 inches per day (as applied to the entire bottom area). [62-610.523(3)]

3. 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)]
4. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.514 and 62-610.414]
5. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. [62-610.800(9)]

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

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

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

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

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

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

C. Recordkeeping Requirements

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

VI. SCHEDULES

- 1. The following compliance improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Connect the Vantage Oaks WWTF to a regional WWTF as soon as it is available	Within 150 days days of availability
2. Report annually the availability of the connection until the facility is connected to a regional WWTF	Annually

[62-620.320(6)]

- 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. 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)]
- 2. 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)]
- 3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. [62-604.550] [62-620.610(20)]
- 4. 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



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

March 22, 2023

Austin Berk, Owner
10221 River Road # 59381
Potomac, MD 20859
austin@parakeetcommunities.com

Re: Warning Letter #WL23-0035WW47SED
Vantage Oaks WWTF
DW-Facility ID: FLA013897
Okeechobee County

Dear Mr. Berk:

On January 27th, 2023, the Florida Department of Environmental Protection (“Department”) conducted a Compliance Evaluation Inspection at the above-referenced facility. During this inspection possible violations of Chapter 403, Florida Statutes (“Fla. Stat.”), and Rule 62-600, Florida Administrative Code (“Fla. Admin. Code”) were observed.

During the inspection, Department personnel noted the following:

- The Operations and Maintenance Manual has not been updated since July 14, 1989.
- The facility has not submitted the required annual report on the availability of connection to a regional system.
- The surge tank control panel is inoperable and there is no high-level alarm.
- Controls and equipment in the facility were being run using temporary extension cords as the main power supply. No backup power is provided.
- The shed enclosing the blowers has deteriorated so that the lower part of the walls is missing, and the door latch has significant damage.
- One of the two blower timers was inoperable.
- The effluent flow meter has not been calibrated on an annual basis and a certificate of calibration was not present at the time of the inspection.
- The facility had an unauthorized discharge due to equipment failure which released an unknown amount of wastewater from the lift station on 12/29/2022.

Violations of Florida Statutes or administrative rules may result in liability for damages and restoration, and the judicial imposition of civil penalties, pursuant to Sections 403.858, 403.860 and 403.865, Florida Statutes.

Please contact Jonathan Odjo, at (561) 681-6710 or via email at Jonathan.Odjo@FloridaDEP.gov, within **15 days** of receipt of this Warning Letter to arrange a meeting to discuss this matter. The Department is interested in receiving any facts you may have that will assist in determining whether any violations have occurred. You may bring anyone with you to the meeting that you feel could help resolve this matter.

Please be advised that this Warning Letter is part of an agency investigation, preliminary to agency action in accordance with Section 120.57(5), Florida Statutes. We look forward to your cooperation in completing the investigation and resolving this matter.

Sincerely,



Jason Andreotta
Director, Southeast District
Florida Department of Environmental Protection

Enclosures: Inspection Report

cc: James Turovsky, Operator

landscrapers25@aol.com



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WASTEWATER COMPLIANCE INSPECTION REPORT

Facility Details

Facility Name	Vantage Oaks WWTF			WAFR ID	FLA013897
Physical Address	SE 40th Street			City, State, Zip	Okeechobee, FL 34974
County	Okeechobee			Facility Phone #	(863) 763-5419
Permit Issued:	October 16, 2019			Permit Expiration:	October 13, 2023
Facility Type	DW			Is the Facility NPDES (Y/N)	N
Latitude	Degrees °	27	Minutes ‘	13	Seconds “ 24
Longitude	Degrees °	80	Minutes ‘	47	Seconds “ 23

Inspection Details

Inspection Type	Entry Date		Exit Date		
CEI SSOP	01/27/2023		01/27/2023		
	Entry Time (HH:MM AM/PM)		Exit Time (HH:MM AM/PM)		
	11:40		12:35		
Sampling Taken (Y/N)	N	RQ #	N/A	QA Conducted (Y/N)	N
Name(s) and Title of Field Representatives(s)	Operator Certification		Email	Phone Number	
James Turovsky	Cert No.#022183		landscrapers25@aol.com	(863)-532-8368	
Name(s) and address of Permittee / Designated Rep.	Title		Email	Phone Number	
Austin Berk, Owner 10221 River Road # 59381 Potomac, MD 20859	Owner		austin@parakeetcommunities.com	(863) 763-5419	

Inspector Information

Name(s) and Signature(s) of Inspectors(s)	District Office/Phone Number	Date
Jonathan Odjo 	SED/(561)681-6710	2/7/2023
Name and Signature of Reviewer	District Office/Phone Number	Date
Lisa M. Self 	SED/ (561) 681-6710	2/10/2023

Facility Compliance Evaluation Areas

<i>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 “*”</i>							
Overall Compliance Determination				Significant Out of Compliance			
IC	*Permit	NE	Laboratory	NC	Facility Site Review	IC	*Effluent Quality
IC	*Compliance Schedules	IC	Sampling	SC	Flow Measurement	IC	*Effluent Disposal
NC	*Records & Reports	NE	Biosolids	NC	*Operation & Maintenance	IC	*Groundwater
NC	SSO Survey	NE	Other				

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 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 checked="" 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 checked="" 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 checked="" 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(I)(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 0.050 mgd three- month average daily flow (TMADF) permitted capacity extended aeration secondary treatment domestic wastewater treatment plant consisting of flow equalization, aeration, secondary clarification and chlorination with a polishing pond and additional filtration before land application.

1. Permit: In-Compliance

Current Permit available on-site?	Yes
Date Permit issued	6/15/2018
Date Permit Effective	9/25/2018
Date Permit Expires	9/24/2023
Permit Renewal Application due by	3/29/2023
Administrative or Judicial Orders?	N/A

1.1 **Observation:** The facility was sold on June 30, 2022, and the permit was transferred to the new Permittee on August 8, 2022.

2. Compliance Schedules: In-Compliance

Compliance Schedule in Permit met?	Yes
Compliance Schedules in Order are being met?	N/A

2.1 **Observation:** Compliance schedule requires the facility to connect to another Wastewater Treatment Facility when available, which is not yet available due to multiple changes in management and staffing.

3. Laboratory: Not Evaluated

Contract Lab Name and Certification #	Eurofins Flowers South Florida, #E86562
Facility NELAC Certification #	N/A

3.1 **Observation:** Eurofins Flowers South Florida certification has an expiration date of June 30, 2023.

3.2 **Observation:** The contract lab was not visited during this inspection.

4. Sampling: In-Compliance

Sampling conducted during inspection?	Yes
Sampling observed during inspection?	Yes
Sampling conducted at locations identified by the permit?	Yes
Safe access to sampling locations?	Yes

4.1 **Observation:** Effluent sampling conducted at the time of the inspection performed as

- required. The chlorine was 2.8 and the PH was 7.7 at the time of the reading.
 4.2 Observation: Sample types and frequencies appeared to be as required.

5. Records and Reports: Out-of-Compliance

Documents/Records reviewed	Time frame
Discharge Monitoring Reports (DMRs)	From 8/1/2019 to 1/1/2023

- 5.1 Deficiency: Operations and Maintenance Manual has not been updated since July 14, 1989.
 Rule/Permit Reference: Rule 62-600.720(1), F.A.C and Permit Condition V.C.1 of require a current Operations and Maintenance Manual to be accessible onsite.
 Corrective Action: Update the Operation and Maintenance Manual, and provide a copy that can be accessed at the facility site.
- 5.2 Deficiency: The facility has not submitted the required annual report on the availability of connection to a regional wastewater system.
 Rule/Permit Reference: Permit Condition VI.1 requires an annual report on the availability of connection to a regional system.
 Corrective Action: Submit to the Department a report on the availability of connection to a regional system. See attached Warning Letter.
- 5.3 Observation: Discharge Monitoring Reports have consistently been submitted to the Department in a timely fashion through the EzDMR system.
- 5.4 Observation: Operations and maintenance manual was onsite and available at the time of the inspection.

6. Facility Site Review: Out-of-Compliance

- 6.1 Deficiency: The surge tank panel is inoperable and there is no high-level alarm.
 Rule/Permit Reference: Rule 62-600.410, F.A.C., and Permit Conditions VIII.1 and IX.7 require facility equipment to be operated and maintained so as to function as intended and maintain compliance with Department rules and the permit.
 Corrective Action: Repair the surge tank panel and install alarm system and test. Provide follow up pictures and documentation to the Department. See attached Warning Letter.
- 6.2 Deficiency: Controls and equipment in the facility were being run using temporary extension cords as the main power supply. No backup power is provided. The extension cord surface appeared weathered and mildewed, indicating that the temporary arrangement had been in place for a prolonged period. Additionally, a fiberglass control panel box was too deteriorated to touch with bare hands without embedding fiberglass in the skin.
 Rule/Permit Reference: Rule 62-600.410, F.A.C., and Permit Conditions VIII.1 and IX.7 require facility equipment to be operated and maintained so as to function as intended and maintain compliance with Department rules and the permit.

Corrective Action: Repair all electrical wiring, connections, control panel boxes, and other components to meet building code and to provide a secure, permanent power supply. See attached Warning Letter.

- 6.3 **Deficiency:** The lower one to two feet of the blower shed walls have decayed away and do not prevent larger animals from entering. The door latch is not reliable due to deterioration of the metal, and the interior is strewn with debris.
Rule/Permit Reference: Rule 62-600.410, F.A.C., and Permit Conditions VIII.1 and IX.7 require facility equipment to be operated and maintained so as to function as intended and maintain compliance with Department rules and the permit.
Corrective Action: Fix or replace blower shed, remove debris and provide a new door latch. See attached Warning Letter.
- 6.4 **Observation:** The bar screen and surge tank are connected so the water levels stay the same in each. The bar screen is cleaned daily.
- 6.5 **Observation:** Both surge tanks are equipped with an overflow pipe.
- 6.6 **Observation:** Two different types of clarifiers were in use: one is a circular clarifier and the other is a rectangular clarifier.
- 6.7 **Observation:** Once per month clarifiers are shut down for cleaning with bleach.
- 6.8 **Observation:** A total of 11 aeration basins all in working condition were observed during the inspection.
- 6.9 **Observation:** The sand filter has adequate free board and is cleaned out on an as-needed basis.
- 6.10 **Observation:** The percolation pond is well maintained and free from vegetation, edges are sprayed and cut on a monthly basis.

7. Flow Measurement: Significant-Out-Of-Compliance

Flow meter present and location as per permit?	Yes
Easy access to flow meter?	Yes
Date of last flow meter calibration	11/18/2019
Were all flowmeters accurate to within $\pm 10\%$ at calibration?	N/A

- 7.1 **Deficiency:** The effluent flow meter has not been calibrated on an annual basis and a certificate of calibration was not present at the time of the inspection.
Rule/Permit Reference: Rule 62-600.200(25), F.A.C., and Permit Condition I.A.3 require the flowmeter to be calibrated at least once every 12 months.
Corrective Action: Have the flowmeter calibrated by a qualified entity and provide a copy of the calibration documentation to the Department. See attached Warning Letter.

8. Operation and Maintenance: Out-of-Compliance

Facility being operated as per permit?	No
--	----

- 8.1 **Deficiency:** No back up power or generator was present or available at the time of the inspection.
Rule/Permit Reference: Permit Condition IX.7 requires the facility to maintain all systems and backup equipment necessary to maintain compliance.
Corrective Action: Obtain an alternate/backup source of power to run the facility in case of an emergency event and provide photos to the Department. See attached Warning Letter.
- 8.2 **Deficiency:** One of the two blower timers is inoperable.
Rule/Permit Reference: Rule 62-600.410, F.A.C., and Permit Condition VIII.1 require facility equipment to be operated and maintained so as to function as intended.
Corrective Action: Repair or replace the inoperable blower timer. See attached Warning Letter.
- 8.3 **Observation:** Chlorine contact chamber uses drip method and release of chlorine is not regulated by any autonomous methods.
- 8.4 **Observation:** Both pumps are operational and in good working condition.
- 8.5 **Observation:** Blowers are operational, and panel is old but in working condition.

9. Effluent Quality: In-Compliance

DMRs review period	From 8/1/2019 to 1/1/2023
Any exceedances?	Yes

- 9.1 **Observation:** Flow was exceeded in the months of November 2020 and December 2020, but the issue was satisfactorily resolved and was due to flooding during a heavy rain event. Since then, there have been no flow exceedances.
- 9.2 **Observation:** CBOD limits were exceeded for the months of April and June 2021, one being a weekly sample and the other being a monthly sample. Comments provided attributed it to samples not being analyzed in time as well as poor sampling technique and the problems have since been resolved.
- 9.3 **Observation:** No other deficiencies noted.

10. Effluent Disposal: In-Compliance

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

- 10.2 **Observation:** Ponds and sand filters are maintained. No evidence of unauthorized disposal was observed.

11. Biosolids: Not Evaluated

- 11.1 **Observation:** Biosolids are transferred to Tir na n'Og Ranch to be disposed of as described in permit.

12. Groundwater Quality: In-Compliance

DMRs review period	08/01/2019 to 01/01/2023
Any exceedances?	No
All monitoring wells accessible, secured & locked?	Not Evaluated

12.1 **Observation:** No other deficiencies noted.

13. SSO Survey: Out-of-Compliance

Does the facility have an Operation and Maintenance Manual for their collection system?	Yes
Does the facility track spills in their collection system?	Yes
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
How often is the manual updated?	N/A

13.1 **Deficiency:** The facility had an unauthorized discharge due to equipment failure which released an unknown amount of wastewater from the lift station on 12/29/2022 (see photo below).

Rule/Permit Reference: Rule 62-604.130, F.A.C., prohibits the release of wastewater without providing proper treatment approved by the Department.

Corrective Action: The facility has turned in all necessary reporting and has started repairs which are currently ongoing. See attached Warning Letter.

13.2 **Deficiency:** Both pumps at the lift station at SE 40th Avenue and SE 22nd Court had failed due to severe corrosion, and the lift station was being operated on temporary pumps pumping through a temporary above-ground flexible pipe. No fencing or other security is provided to protect the lift station. Two new pumps are available for installation, but the control panel that was installed is designed for operating a drainfield and is not adequate to run the pumps in the lift station. The pumps can be installed once the control panel is upgraded.

Rule/Permit Reference: Rule 62-604.130(6) prohibits failure to maintain lift station equipment in a condition which will enable the intended function.

Corrective Action: Install the necessary control panel and the permanent pumps. Please note that, if the new equipment is not like-for-like replacement of the prior equipment, a permit must be obtained before installation. Like-for-like means the same size/capacity and type of equipment. See attached Warning Letter.

13.3 **Observation:** The lift station needs to be cleaned and over 14,000 gallons have been hauled by a septic company.

13.4 **Observation:** The permit was transferred to the new Permittee at the beginning of August, 2022. The Permittee has begun repairs on the lift station.



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valonstein
Secretary

December 18, 2019

Mr. Joseph Hazellief, President
1595 SE 32nd Avenue
Okeechobee, FL 34974-6522
jrhaz@frontier.com

Re: Vantage Oaks WWTF
Facility ID: FLA013897
Okeechobee County

Dear Mr. Hazellief:

Department personnel conducted a compliance inspection of the above-referenced facility on November 19, 2019. Based on the information provided during the inspection, the facility was determined to be in compliance. A copy of the inspection report is attached for your records.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Bruce Kay at (561) 681-6695, or via e-mail at: Bruce.Kay@FloridaDEP.gov.

Sincerely,

A handwritten signature in cursive script that reads "Lisa M. Self".

Lisa M. Self
Environmental Manager
Compliance Assurance Program

Enclosures: Inspection Report

Ec: FDEP – Lisa M. Self, Bruce Kay, Lyudmila Sokolova
Ronald Payne, Operator, REPJR1@hotmail.com

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

Facility Name and Physical Address Vantage Oaks WWTF SE 40 th Street Okeechobee, FL 34974	WAFR ID FLA013897	County Okeechobee	Entry Date 11/19/2019	Entry Time 11:01
	Facility Phone # 863-763-5419		Exit Date 11/19/2019	Exit Time 12:05

LAT	27	°	13	'	24	"
LONG	80	°	47	'	23	"

Name(s) of Field Representatives(s) and Title Ronald Payne, Operator	Operator Certification # 8309	Email REPJR1@hotmail.com	Phone (863) 228-2013
--	---	------------------------------------	--------------------------------

Name & Address of Permittee / Designated Rep. Mr. Joseph Hazellief 1595 SE 32 nd Avenue Okeechobee, Florida 34974-6522	Title President	Email jrhaz@frontier.com	Phone 863-763-5419
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Inspection Type	C	E	I	Samples Taken(Y/N): N	Sample ID#: N/A	Samples Split (Y/N): N/A
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Domestic **Industrial**

FACILITY COMPLIANCE AREAS EVALUATED

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 "♦"

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

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

Name(s) and Signature(s) of Inspector(s) Bruce Kay		District Office/Phone Number SED / (561) 681-6695	Date 12/17/19
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Name and Signature of Reviewer Lisa M. Self		District Office/Phone Number SED / 561-681-6699	Date 12/17/19
---	---	---	-------------------------

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 National Environmental Laboratory Accreditation Conference (NELAC).	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 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.	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 - 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 0.050 mgd three- month average daily flow (TMADF) permitted capacity extended aeration secondary treatment domestic wastewater treatment plant consisting of flow equalization, aeration, secondary clarification and chlorination with a polishing pond and additional filtration before land application.

1. ♦ Permit: In-Compliance

Current Permit available on-site?	Yes
Date Permit issued	06/15/2018
Date Permit Expires	09/24/2023
Permit Renewal Application due by	03/29/2023
Administrative or Judicial Orders?	N/A

1.1 Observation: Permit was effective 9/25/2018.

2. ♦ Compliance Schedules: In-Compliance

Compliance Schedule in Permit met?	Yes
Compliance Schedules in Order are being met?	Not Applicable

2.1 Observation: Compliance schedule requires facility to connect when available.

3. Laboratory: Not Evaluated

Contract Lab Name and Certification #	Florida Spectrum Big Lake, E86618
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4. Sampling: In-Compliance

Sampling conducted during inspection?	No
Sampling observed during inspection?	No
Sampling conducted at locations identified by the permit?	Yes
Safe access to sampling locations?	Yes

5. ♦ Records and Reports: In-Compliance

Documents/Records reviewed	Timeframe
Discharge Monitoring Reports (DMRs)	01/01/2016 – 07/31/2019

6. Facility Site Review: In-Compliance

6.1 Observation: Facility grounds properly secured and well maintained.

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	11/18/2019, effluent and influent

7.1 Observation: Facility is using new electronic flow meters, one with an uninterrupted power source.

8. Operation and Maintenance: In-Compliance

Facility being operated as per permit?	Yes
--	-----

9. Effluent Quality: In-Compliance

DMRs review period	01/01/2016 – 07/31/2019
Any exceedances?	Yes

9.1 Observation: The single fecal coliform exceedance in 2016 was satisfactorily resolved. The three flow exceedances in 2017-2018 were due to pump blockage and have been resolved. No other effluent exceedances occurred.

10. Effluent Disposal: In-Compliance

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

10.1 Observation: Ponds and filters well maintained.

11. Solids: Not Evaluated

11.1 Observation: Biosolids transferred to Tir na n'Og Ranch BTF.

12. Groundwater Quality: In-Compliance

DMRs review period	01/01/2016 – 07/31/2019
Any exceedances?	Yes
All monitoring wells accessible, secured & locked?	Yes

12.1 Observation: MWC-01 pH exceedances are not from effluent. Background well data show low pH levels similar to those in the compliance well.

13. SSO Survey: Not Evaluated

14. Other: Not Applicable

Photos:

EXHIBIT I

DEP warning letter

U.S. Water[®]

Services Corporation

August 2, 2023

To: Florida Department of Environmental Protection
Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406

Re: Vantage Oaks WWTF
Warning Letter #WL23-0035WW47SED
Response – FLA013897

Dear Mr. Odjo:

The purpose of this letter is to address the issues listed in your email of July 13, 2023, based on our warning letter call held on July 12, 2023. We have reviewed the items of concern.

Please find the following response attached.

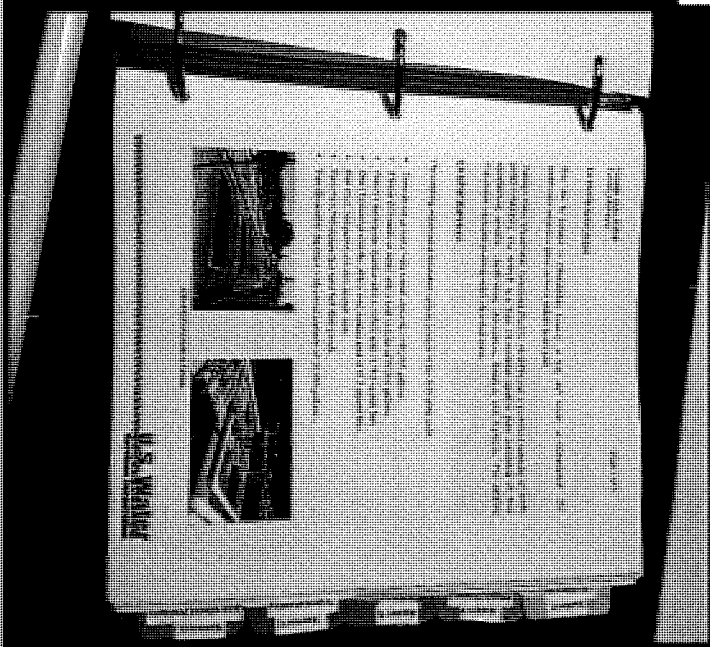
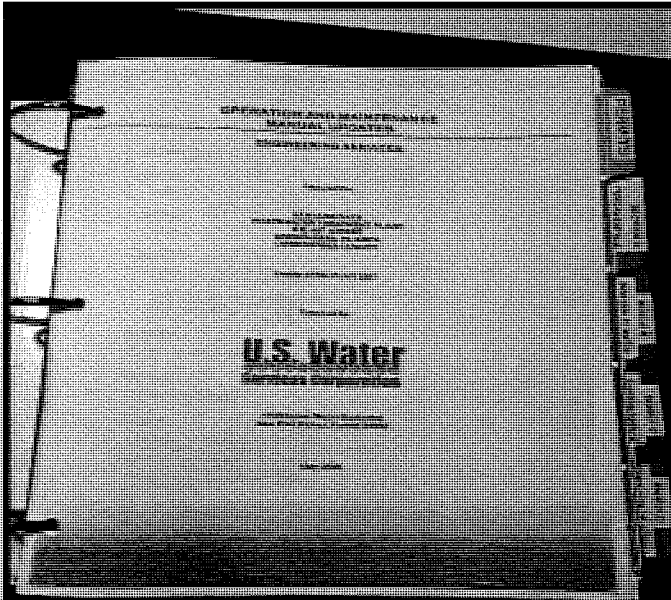
Sincerely,

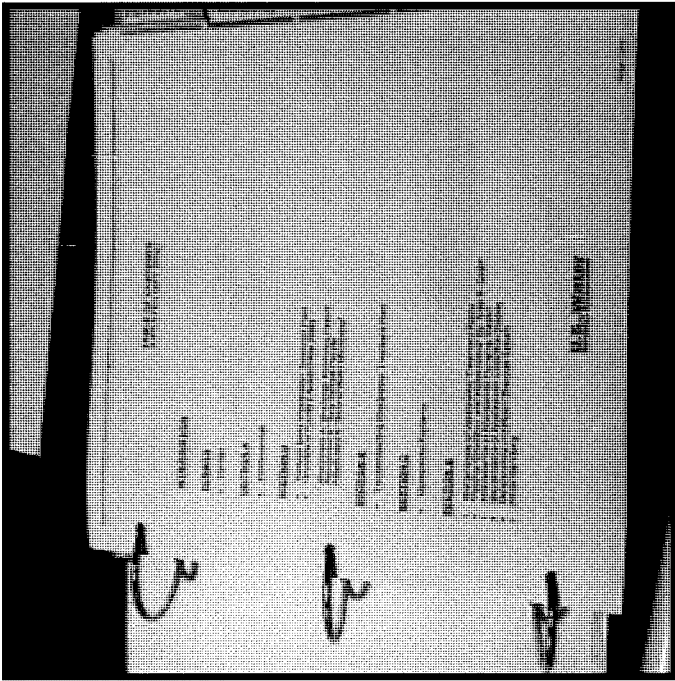
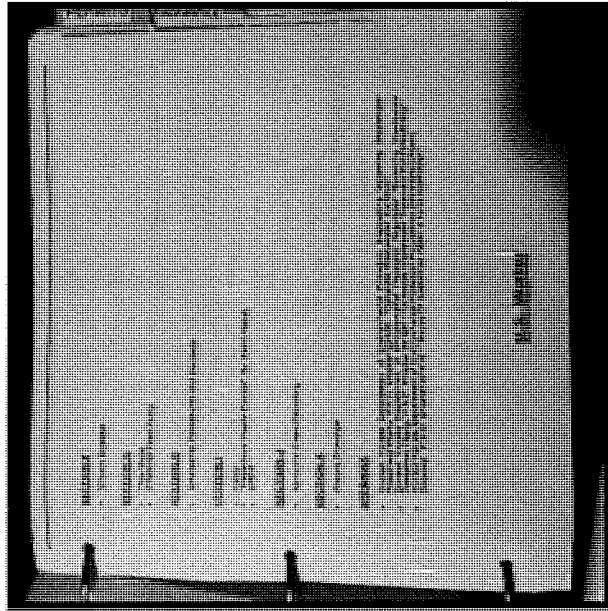
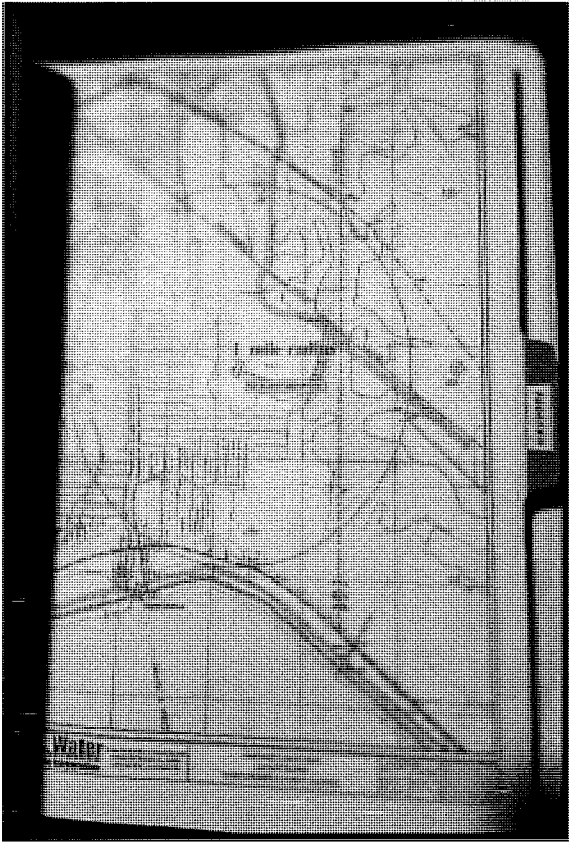


Selina J. Makofsky
Compliance Assistant Manager
US Water Services Corporation
(866) 753-8292 Ext. 229
smakofsky@uswatercorp.net
ATT: flow meter cals

Updated copy of the O&M Manual.

Response: Updated copy mailed to operator on July 17, 2023; to be kept on site. Copy of select pages included below.

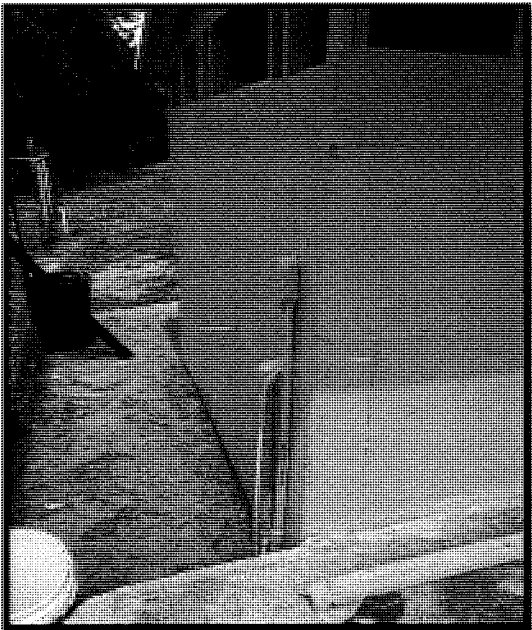


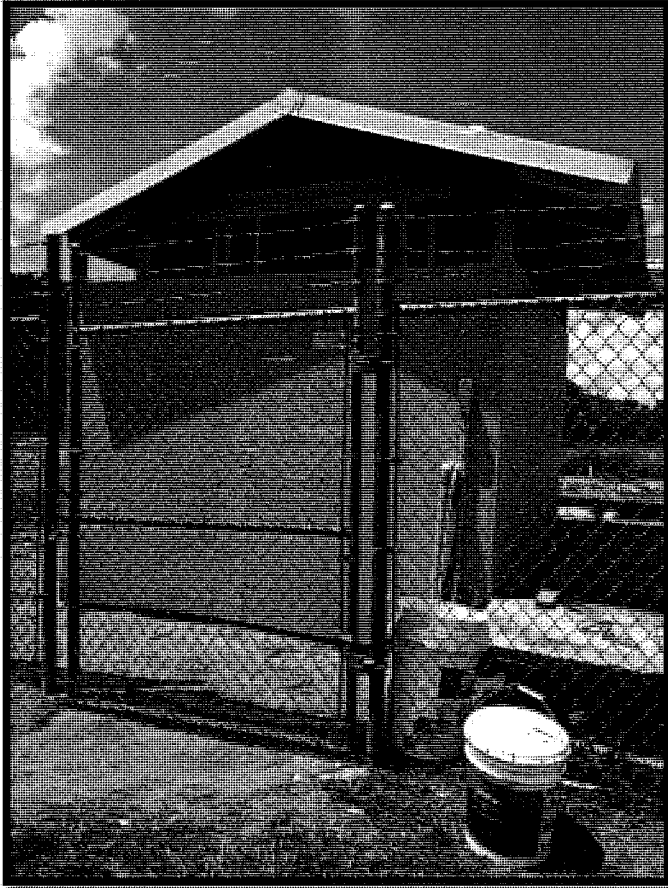
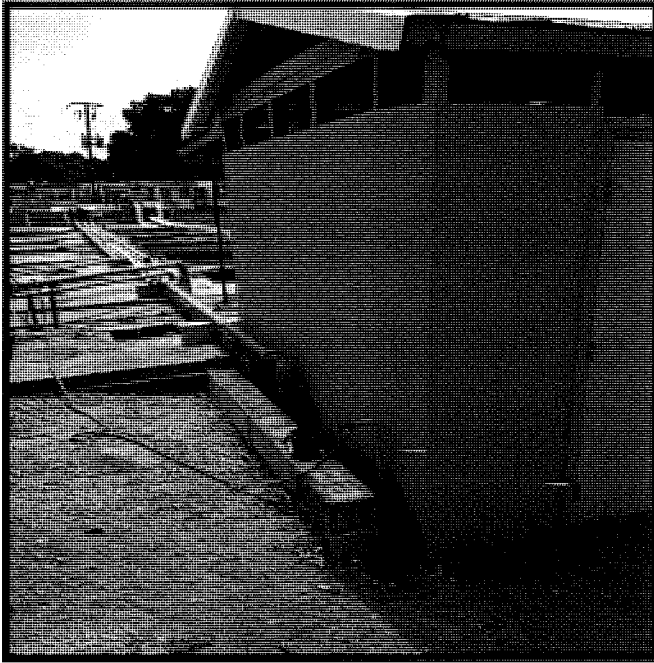


Vantage Oaks WWTF

Schedule of maintenance for the blower shed.

Response: Shed completed. See photos below.





Influent Calibration certificate and update.

Response: Completed; copies attached

Vantage Oaks WWTF

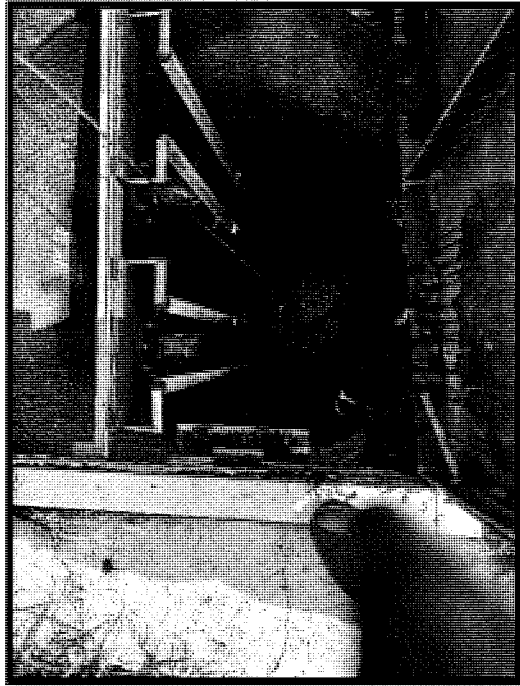
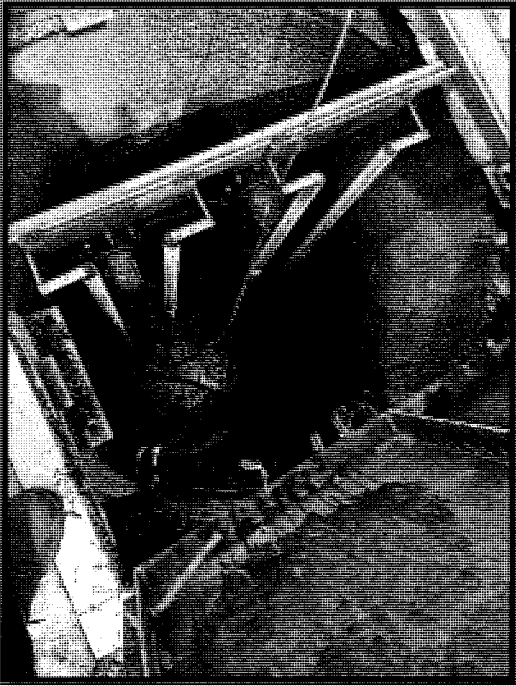
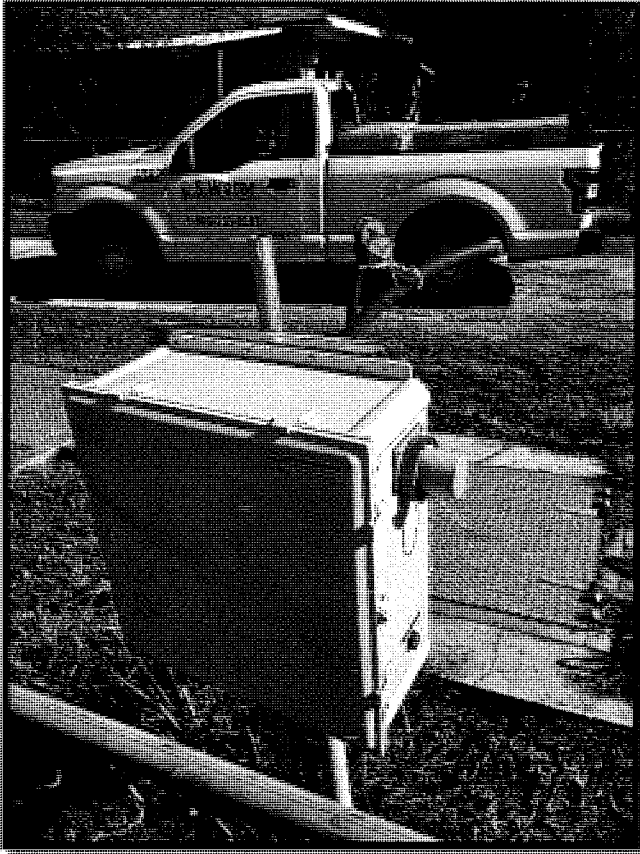
Annual letter stating connection is not possible on letterhead.

Response: Letter is forthcoming.

Updated Picture of the lift station.

Response: See photos of new lift station panel and inside of lift station with new pumps and new guide rails.





Vantage Oaks WWTF

EXHIBIT J

Tariff

WASTEWATER TARIFF

VANTAGE OAKS UTILITY, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

VANTAGE OAKS UTILITY, LLC
NAME OF COMPANY

4071 Southeast 24th Street

Okeechobee, Florida 34974
(ADDRESS OF COMPANY)

(202) 8386471
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy and Charges	16.0
Standard Forms.....	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 537-S

COUNTY – Okeechobee

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-05-0498-FOF-SU	05/05/2005	040801-SU	Grandfather Certificate

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

DESCRIPTION OF TERRITORY SERVED

OKEECHOBEE COUNTY

WASTEWATER SERVICE AREA

SERVING PARTS OF TREASURE ISLAND AND THE VANTAGE OAKS RV PARK

TOWNSHIP 37 SOUTH, RANGE 35 EAST

SECTION 25

BEGIN AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 37 SOUTH, RANGE 35 EAST. THENCE RUN DUE SOUTH ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF ABOUT 1,690 FEET. THENCE RUN DUE WEST ABOUT 510 FEET TO THE POINT OF BEGINNING (POB). SAID POINT ALSO, THE NORTHEAST CORNER OF LOT 153 OF TREASURE ISLAND UNIT 13. THENCE CONTINUE DUE WEST A DISTANCE OF 1,645.56 FEET TO THE EAST RIGHT OF WAY LINE OF EVERGLADES BLVD/S.E. 40TH AVENUE. THENCE CONTINUE DUE WEST ACROSS EVERGLADES BLVD/S.E. 40TH AVENUE A DISTANCE OF 70 FEET. THENCE DUE SOUTH A DISTANCE OF 35 FEET. THENCE DUE WEST A DISTANCE OF 110 FEET. THENCE DUE SOUTH A DISTANCE OF 35 FEET. THENCE NORTH 88° WEST A DISTANCE OF 830 FEET. THENCE SOUTH 41° EAST A DISTANCE OF 1,195 FEET. THENCE DUE SOUTH 95 FEET. THENCE DUE WEST A DISTANCE OF 1,205 FEET. THENCE DUE SOUTH A DISTANCE OF 330 FEET. THENCE DUE EAST A DISTANCE OF 1352 FEET TO THE WEST RIGHT OF WAY LINE OF S.E. 40TH AVENUE. THENCE CONTINUE DUE EAST ACROSS S.E. 40TH AVENUE A DISTANCE OF 70 FEET. THENCE CONTINUE DUE EAST A DISTANCE OF 1,050 FEET TO MOSQUITO CREEK. THENCE ALONG MOSQUITO CREEK THE FOLLOWING 10 COURSES TO THE NORTHEAST CORNER OF THE VANTAGE OAKS DEVELOPMENT. 1. NORTH 49° EAST A DISTANCE OF 50 FEET. 2. NORTH 19° EAST A DISTANCE OF 45 FEET. 3. NORTH 62° EAST A DISTANCE OF 80 FEET. 4. NORTH 78° EAST A DISTANCE OF 70 FEET. 5. NORTH 59° EAST A DISTANCE OF 60 FEET. 6. NORTH 39° EAST A DISTANCE OF 100 FEET. 7. NORTH 64° EAST A DISTANCE OF 180 FEET. 8. NORTH 44° EAST A DISTANCE OF 80 FEET. 9. NORTH 19° EAST A DISTANCE OF 60 FEET. 10. NORTH 27° WEST A DISTANCE OF 70 FEET, (OR MEANDER ALONG MOSQUITO CREEK ABOUT 760 FEET TO THE NORTHEAST CORNER OF THE VANTAGE OAKS DEVELOPMENT.) THENCE THE FOLLOWING 5 COURSES TO THE POB. 1. EAST A DISTANCE OF 30 FEET. 2. NORTH 25° WEST A DISTANCE OF 195 FEET. 3. NORTH 5° EAST A DISTANCE OF 291 FEET. 4. NORTH 6° EAST A DISTANCE OF 295 FEET. 5. NORTH 24° EAST A DISTANCE OF 159 FEET TO THE POB.

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule</u> <u>Available</u>	<u>Sheet No.</u>
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AUSTIN BERK
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CEO
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is VANTAGE OAKS UTILITY, LLC
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering wastewater service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, AService@ shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

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INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation.....	8.0	10.0
Continuity of Service.....	8.0	8.0
Customer Billing.....	9.0	15.0
Delinquent Bills	9.0	17.0
Evidence of Consumption.....	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts.....	10.0	21.0
General Information.....	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use.....	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Protection of Company's Property	9.0	13.0
Refusal or Discontinuance of Service.....	7.0	5.0
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Termination of Service.....	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater.....	10.0	19.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 TARIFF DISPUTE – Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled AYour Water and Wastewater Service,@ prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such wastewater service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.
- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 10.0)

AUSTIN BERK
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CEO
TITLE

(Continued from Sheet No. 9.0)

- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION – The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

AUSTIN BERK
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INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS1	12.0
General Service, GS2	12.1
Miscellaneous Service Charges	15.0
Residential Service, RS.....	13.0

AUSTIN BERK
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CEO
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS1)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to the Bath house, Laundry house, and Recreation hall within the Vantage Oaks RV Park.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | | |
|-----------|-------------|
| Flat Rate | \$ 1,742.96 |
|-----------|-------------|
- MINIMUM CHARGE - Flat Rate
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

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GENERAL SERVICE

RATE SCHEDULE (GS2)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to the Vantage Oaks RV Park.
- 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>Base Facility Charge</u> |
|---|-----------------------------|
| RV Park Lots
(128 ERCs) | \$ 2,322.41 |
| Charge per 1,000 gallons
1,026,000 gallons cap | \$ 3.09 |
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

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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 | \$18.15 |
| Charge per 1,000 gallons
6,000 gallons cap | \$ 3.09 |
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

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TITLE

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential Service</u>	<u>General Service</u>
All meter sizes	\$70.00	2 x average estimated bill

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

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

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

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

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MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Charge	\$15.00
Normal Reconnection Charge	\$15.00
Violation Reconnection Charge	Actual Cost
Premises Visit Charge (in lieu of disconnection)	\$10.00

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

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INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

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

AUSTIN BERK
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CEO
TITLE

SERVICE AVAILABILITY POLICY

The utility is built out and there are no approved service availability charges.

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SERVICE AVAILABILITY CHARGES

N/A

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

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INDEX OF STANDARD FORMS

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

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

APPLICATION FOR WASTEWATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

City State Zip

Service Address _____

City State Zip

Date service should begin _____

Service Requested: _____ Wastewater _____

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water/wastewater service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water/wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water/wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water/wastewater service will be rendered Monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wished to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require oral notice within 3 days prior to the date the Customer desires to terminate service.

Signed: _____

Date: _____

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

COPY OF CUSTOMER'S BILL

FROM

Name _____
Address _____
City _____
Zip _____

THE VANTAGE DEVELOPMENT CORPORATION
1595 S.E. 32nd AVENUE
OKEECHOBEE, FLORIDA 34974

NAME Occupant 31-10
ADDRESS 0000 SE 23rd Ct
CITY Okeechobee, FL 34974 ZIP _____

PRINCIPAL BALANCE:

Payment Due	<u>November 2018</u>	\$	_____
Payment Past Due	_____	\$	_____
Sewage Due	_____	\$	<u>18.15</u>
Garbage Due	_____	\$	_____
Mowing Due	_____	\$	_____

Kindly Send Us \$ 18.15

ENCLOSE YOUR REMITTANCE IN THIS ENVELOPE, SEAL & MAIL.

STACY RANKIN
ISSUING OFFICER

CFO
TITLE

EXHIBIT K

Draft of Proposed Notice

**NOTICE OF APPLICATION FOR AUTHORITY TO TRANSFER WASTEWATER
CERTIFICATE OF AUTHORIZATION TO ANOTHER REGULATED UTILITY**

NOTICE IS HEREBY given on the ___th day of _____, 2023, pursuant to Section 367.071, Florida Statutes, of the Application for Transfer of the Utility Assets of The Vantage Development Corporation and Certificate No. 537-S to Vantage Oaks Utility, LLC, providing wastewater service to the following described territory in Okeechobee County, Florida:

TOWNSHIP 37 SOUTH, RANGE 35 EAST

SECTION 25

BEGIN AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 37 SOUTH, RANGE 35 EAST. THENCE RUN DUE SOUTH ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF ABOUT 1,690 FEET. THENCE RUN DUE WEST ABOUT 510 FEET TO THE POINT OF BEGINNING (POB). SAID POINT ALSO, THE NORTHEAST CORNER OF LOT 153 OF TREASURE ISLAND UNIT 13. THENCE CONTINUE DUE WEST A DISTANCE OF 1,645.56 FEET TO THE EAST RIGHT OF WAY LINE OF EVERGLADES BLVD/S.E. 40TH AVENUE. THENCE CONTINUE DUE WEST ACROSS EVERGLADES BLVD/S.E. 40TH AVENUE A DISTANCE OF 70 FEET. THENCE DUE SOUTH A DISTANCE OF 35 FEET. THENCE DUE WEST A DISTANCE OF 110 FEET. THENCE DUE SOUTH A DISTANCE OF 35 FEET. THENCE NORTH 88° WEST A DISTANCE OF 830 FEET. THENCE SOUTH 41° EAST A DISTANCE OF 1,195 FEET. THENCE DUE SOUTH 95 FEET. THENCE DUE WEST A DISTANCE OF 1,205 FEET. THENCE DUE SOUTH A DISTANCE OF 330 FEET. THENCE DUE EAST A DISTANCE OF 1352 FEET TO THE WEST RIGHT OF WAY LINE OF S.E. 40TH AVENUE. THENCE CONTINUE DUE EAST ACROSS S.E. 40TH AVENUE A DISTANCE OF 70 FEET. THENCE CONTINUE DUE EAST A DISTANCE OF 1,050 FEET TO MOSQUITO CREEK. THENCE ALONG MOSQUITO CREEK THE FOLLOWING 10 COURSES TO THE NORTHEAST CORNER OF THE VANTAGE OAKS DEVELOPMENT. 1. NORTH 49° EAST A DISTANCE OF 50 FEET. 2. NORTH 19° EAST A DISTANCE OF 45 FEET. 3. NORTH 62° EAST A DISTANCE OF 80 FEET. 4. NORTH 78° EAST A DISTANCE OF 70 FEET. 5. NORTH 59° EAST A DISTANCE OF 60 FEET. 6. NORTH 39° EAST A DISTANCE OF 100 FEET. 7. NORTH 64° EAST A DISTANCE OF 180 FEET. 8. NORTH 44° EAST A DISTANCE OF 80 FEET. 9. NORTH 19° EAST A DISTANCE OF 60 FEET. 10. NORTH 27° WEST A DISTANCE OF 70 FEET, (OR MEANDER ALONG MOSQUITO CREEK ABOUT 760 FEET TO THE NORTHEAST CORNER OF THE VANTAGE OAKS DEVELOPMENT.) THENCE THE FOLLOWING 5 COURSES TO THE POB. 1. EAST A DISTANCE OF 30 FEET. 2. NORTH 25° WEST A DISTANCE OF 195 FEET. 3. NORTH 5° EAST A DISTANCE OF 291 FEET. 4. NORTH 6° EAST A DISTANCE OF 295 FEET. 5. NORTH 24° EAST A DISTANCE OF 159 FEET TO THE POB.

The development served is Vantage Oaks Mobile Home Community. The applicant is Vantage Oaks Utility, LLC, 10221 River Road, #59831, Potomac, MD 20859 phone number: 202-838-6471; email: homeoffice@parakeetcommunities.com. The utility is not requesting any change to its rates, classifications, charges, rules and regulations in the application. The application title is: Joint Application to Transfer the Assets of The Vantage Development Corporation and Certificate No. 537-S in Okeechobee County, Florida to Vantage Oaks Utility, LLC and the Docket No. is _____-SU.

Any objections to the Application must be made in writing and filed with the Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than 30 days from the last date this Notice was mailed or published, with a copy to F. Marshall Deterding, Esquire, Sundstrom & Mindlin, LLP, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301. The objection must state the grounds for the objection with particularity.

Vantage Oaks Utility, LLC