

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Joint Application for Authority to
Transfer the Assets of Grenelefe Resort Utility,
Inc and Certificates No. 589-W and 507-S in
Polk County, Florida to NC Real Estate
Projects, LLC d/b/a Grenelefe Utility

DOCKET NO. 20220142-WS

**FIRST AMENDED
JOINT APPLICATION OF GRENELEFE RESORT UTILITY, INC
AND NC REAL ESTATE PROJECTS, LLC D/B/A GRENELEFE UTILITY FOR
AUTHORITY TO TRANSFER ASSETS AND CERTIFICATES NO. 589-W AND 507-S**

Grenelefe Resort Utility, Inc (hereinafter referred to as “Seller”), and NC Real Estate Projects, LLC d/b/a Grenelefe Utility (hereinafter referred to as “Buyer”) by and through their undersigned attorneys and pursuant to provisions of Rule 25-30.037, Fla. Admin. Code, and §367.071, Fla. Stat., file this Joint Application for authority to transfer Seller’s water and wastewater assets and Certificates No. 589-W and 507-S to Buyer. In support of this Application, the parties state:

1. The complete name and address of the Seller is:

Grenelefe Resort Utility, Inc
5601 Window Drive
Orlando, Florida 32819

2. The complete name and address and telephone number of the Buyer, including its authorized representative, is:

NC Real Estate Projects, LLC d/b/a Grenelefe Utility
3425 Turnberry Drive
Lakeland, Florida 33803
Phone 407-351-3350
jason@roninassets.com

The parties entered into an arrangement involving NC Real Estate Projects, LLC as Buyer, whereby that entity acquired all of the assets of the utility directly from Seller.

3. The name and address of the person authorized to receive notices and communications in respect to this Application is:

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

Martin S. Friedman, Esquire
Dean, Mead & Dunbar
420 S. Orange Avenue, Suite 700
Orlando, Florida 32801
407-310-2077
mfriedman@deanmead.com

4. Buyer is a North Carolina limited liability company authorized to do business in Florida which was formed on June 24, 2020.

5. The names and addresses of Buyer's members and managers are as follows:

Buyer:
NC Real Estate Projects, LLC d/b/a Grenelefe Utility
3425 Turnberry Drive
Lakeland, Florida 33803

Frederick Scott House, Managing Member, 100% owner
Controller: Jason Michael Cox

6. The complete name and address and telephone number of the person in possession of the books and records is:

Grenelefe Resort Utility, Inc
5601 Window Drive
Orlando, Florida 32819
Phone: 704-996-34543

7. Buyer does not own any other water utilities in Florida. However, Buyer's sister company has also acquired all of the remaining development assets served by the utility in the

Grenelefe Resort Community as part of an overall larger commercial transaction. Therefore, Buyer's interests in ensuring the proper operation, maintenance, expansion and upgrade of the utility system as and when necessary is clear. No entity has a greater incentive for ensuring the continued viability of the water and wastewater systems or for efficient and sufficient operation of the Grenelefe Resort water and wastewater systems than the Buyer and its Managing Member/100% Owner.

8. A copy of the Agreement for Purchase and Sale ("Agreement"), which includes the purchase price, terms of payment, and a list of the assets purchased is attached as **Exhibit A**. There were no liabilities to assume and no customer deposits. In accordance with the terms of the Agreement, the closing occurred on May 31, 2022.

9. The purchase price of the utility assets as outlined in Section 4 of the Agreement was \$2,500,000. The purchase price exceeds the rate base of the water and wastewater systems as of the date of closing. However, the Buyer does not seek recognition of an acquisition adjustment for the difference.

10. There are no customer deposits outstanding as of the date of transfer.

11. There are no guaranteed revenue contracts, customer advances, leases, developer agreement or debt of the utility that must be disposed of in association with the transfer of the utility assets.

12. The purchase of the utility assets by Buyer was financed by a \$2.5 million loan from Fredrick Scott House. Mr. House became the Managing Member and 100% owner of the Buyer on May 26, 2023. Mr. House acquired 100% ownership interest in NC Real Estate Projects, LLC in exchange for retirement of the \$2.5 million debt. This has resulted in fee ownership of the utility

assets by the Buyer with no utility debt and 100% ownership of the Buyer by Mr. House. The “Assignment of Interest” in NC Real Estate Projects, LLC” is attached hereto as **Exhibit L**.

13. The transfer of the water and wastewater facilities of the Seller to the Buyer is in the public interest:

(a) Seller’s related development entity has now sold, to the Buyer’s related development entity, all of its interest in the development served by the utility and, as such, the interest of the Buyer and the development assets owner in ensuring the proper, efficient and sufficient operation and maintenance of the utility on a going forward basis has shifted from the Seller to the Buyer as of the date of the closing of the development and utility assets. Therefore, it is in the best interests of the utility and its customers, and the public generally, that the utility assets also follow the transfer of the assets of the interested development party.

(b) The Buyer has enlisted the services of the same operations personnel employed by Seller to assist in the operation and maintenance of the utility systems and has acquired, through employing the same personnel as utilized by the Seller, the ability to operate the utility in the public interest in the most efficient and sufficient manner possible.

(c) The Buyer has acquired the assets of the utility for cash with a short-term loan which was extinguished upon transfer of all ownership interests in the Buyer to Mr. House on May 26, 2023. As such, the Buyer has improved the financial position of the utility by eliminating all debt and enabled it to better meet its needs for additional capital from internal funding.

(d) Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters.

For all these reasons, it is in the public interest to grant approval of the transfer of the water and wastewater utility assets to the Buyer.

14. The utility system is currently at build out of its currently developed area. The new owner is anticipating additional development within the existing territory at some time in the future. With the retirement of all outstanding utility debt, the availability of capital infusion from Mr. House and his commitment to provide all needed funding as and when needed, the utility will be in a better position to meet all future capital needs as a result of this transfer. Mr. House, the utility's Managing Member, has executed an affidavit agreeing to fund all of the utility's needs above those available from internal funding as and when needed. This affidavit, along with a recent Financial Statement of Mr. House, is attached hereto as **Exhibit C**.

15. The Buyer has prepared a calculation of the net book value of the utility system as of December 31, 2021 based on the Annual Reports to the Commission.

16. Rate base was last established by the Florida Public Service Commission for this system in a staff assisted rate case in Docket No. 2011-0141-WS. The utility's consultant has reviewed those cost determinations (test year ended 3/31/2011) and has updated them again in order to establish the proposed rate base as outlined in **Exhibit D**.

17. There have been relatively minor additions to rate base in the time period between those costs outlined in Commission staff assisted rate case Order No. PSC-12-0433-PAA-WU and December 31, 2021. As such, **Exhibit D** appropriately outlines the proposed rate base for the utility as of December 31, 2021, updated for changes since that last case. The Seller will make the books and records available to the Commission staff in order to verify all additions to rate base from March 31, 2011 up to the date of closing.

18. There is no proposal at this time for the inclusion of an acquisition adjustment resulting from the current transfer. While the stated purchase price exceeds the rate base for the water and wastewater systems, Buyer is not requesting recognition of an acquisition adjustment.

19. All of the books and records of the Seller are available for inspection by the Commission.

20. The books and records of the utility will be maintained using the 1996 NARUC uniform system of accounts.

21. The books and records of the utility will be maintained at the utility offices located at 5601 Windhaven Drive, Orlando, Florida 32819.

22. Seller has assured the Buyer that all utility assets have been depreciated or tax purposes during Seller's years of ownership. This fact has been verified previously by the Commission in Docket No. 2011-0141-WS. To the extent necessary, the Seller stands ready to allow the PSC staff to review those returns and verify this fact.

23. After reasonable investigation, the Buyer has determined that the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("DEP").

24. The land upon which utility treatment facilities are located was acquired by Deed to the Buyer. A copy of that Deed is attached as **Exhibit B**.

25. There are no outstanding fines or refunds owed. The Seller has made payment for all regulatory assessment fees due up through the date of Closing (May 31, 2022). The Buyer will be responsible for payment of all regulatory assessment fees due from the date of closing forward.

26. Attached hereto as **Exhibit E** is the original and two copies of the revised Water and Wastewater Tariffs reflecting the change in ownership of the systems.

27. Attached hereto as **Exhibit F** is the original Water Certificate No. 589-W and Wastewater Certificate 507-S issued to the utility by Order No. PSC-97-1546-PAA-WU in Docket No. 961006-WS on December 9, 1997.

28. A draft notice that complies with the requirements of section 25-30.030(4), FAC., is attached as **Exhibit G**. We request that the Commission staff immediately approve the form of the notice and provide the list of entities entitled to notice by rule as soon as possible.

29. An Affidavit that the actual notice of the Application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be late filed as **Exhibit H**.

30. An Affidavit that the actual notice of the Application was given to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed **Exhibit I**.

31. An Affidavit that the notice of the Application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed **Exhibit J**.

32. The water and wastewater systems being transferred has the capacity to serve between 500 and 2,000 ERCs. Pursuant to Rule 25-30.020, Florida Administrative Code, the appropriate filing fee is \$1,500 for water and \$1,500 for wastewater. A check in the amount of \$3,000 has previously been submitted to the Commission.

33. A copy of the current permits form the St. Johns River Water Management District and the Department of Environmental Protection are attached hereto as **Exhibit K**.

34. There is no recent correspondence or complaints with DEP or the Water Management District or County Health Department to the Buyer's knowledge in the past five years other than correspondence related to permit renewal.

WHEREFORE, the Buyer and the Seller request that the Commission approve the transfer of the water and wastewater utility systems operated under Certificates 589-W and 507-S and establish rate base as set forth in **Exhibit D** hereof.

Respectfully submitted on this 10th day of October,
2023, by:

SUNDSTROM & MINDLIN, LLP
2548 Blairstone Pines Drive
Tallahassee, FL 32301
PHONE: (850) 877-6555

By: */s/ F. Marshall Deterding*
F. MARSHALL DETERDING
Of Counsel

EXHIBITS

- A: Agreement for Purchase and Sale
- B: Deed
- C: Affidavit of Funding and Financial Statement
- D: Calculation of Rate Base
- E: Water and Wastewater Tariffs
- F: Certificates 589-W and 507-S
- G: Notice
- H: Affidavit of Notice to Entities
- I: Affidavit of Notice to Customers
- J: Affidavit of Publication of Notice
- K: Consumptive Use Permit 2416-7
- L: Assignment of Interest

EXHIBIT A

Purchase and Sale Agreement

**AGREEMENT FOR PURCHASE AND SALE OF
UTILITY SYSTEM
WATER AND WASTEWATER ASSETS**

By and Between

GRENELEFE RESORT UTILITY, INC.

And

SHD PROPERTIES, LLC

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**AGREEMENT FOR PURCHASE AND SALE OF UTILITY SYSTEM,
WATER AND WASTEWATER ASSETS**

THIS AGREEMENT FOR PURCHASE AND SALE OF UTILITY SYSTEM, WATER AND WASTEWATER ASSETS ("Agreement") is made as of this _____ day of _____, 2021 ("Effective Date") by and between Grenelefe Resort Utility, Inc., a Florida corporation (hereinafter "GRU" or "Seller") and the SHD Properties, LLC, a Florida limited liability company, successors and assigns (hereinafter "SHD" or Buyer").

RECITALS

1. WHEREAS, Seller owns and operates a potable water supply, treatment, reuse, irrigation, transmission and distribution system ("Water System") and a wastewater collection, treatment and disposal systems ("Wastewater System") (with the Water System and Wastewater System being jointly referred to as the "Utility System"), located in Polk County, Florida.

2. WHEREAS, Seller has been granted Water and Sewer Certificates by the Florida Public Service Commission to provide potable water and wastewater services within defined service areas within Polk County, Florida more specifically identified in the Certificates, and shall be referred to as the "Grenelefe Service Area"

3. WHEREAS, Buyer SHD is simultaneously purchasing the Grenelefe Resort which is served by the Utility System, and adjacent undeveloped property.

4. The parties have negotiated in good faith and are empowered to be bound by the terms and conditions of this Agreement.

ACCORDINGLY, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and the Buyer hereby agree to sell and purchase the Utility System upon the following terms and conditions:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein.

SECTION 2. PURCHASE AND SALE OF UTILITY SYSTEM; DESCRIPTION OF PURCHASED ASSETS.

- a. Buyer shall buy from Seller, and Seller shall sell to Buyer, the Purchased Assets (as defined below) upon the terms, and subject to the conditions precedent, set forth in this Agreement free and clear of all encumbrances, other than Permitted Exceptions. As to the Seller, the Purchased Assets represent all of Seller's interest in the Utility System and comprise all of the assets of the Utility System;
- b. Buyer is purchasing the Purchased Assets and the Utility System "As-Is" "Where-Is" subject to "All Faults";
- c. "Purchased Assets" shall include all assets, business properties, and rights, both tangible and intangible, that the Seller owns regarding the ownership, construction, operation or maintenance of the Utility System including, but not limited to:

- i. The real property owned by Seller, including all buildings and improvements located thereon, as identified in **Appendix "2 i"** to this Agreement ("Real Property").
- ii. All easements, licenses, prescriptive rights, rights-of-way, rights to use public and private roads, highways, canals, streets and other areas identified in **Appendix "2 ii-1"** and the Service Territories identified in **Appendix "2 ii-2"** to this Agreement.
- iii. All water supply, treatment, distribution, and transmission facilities, and all wastewater collections, treatment and disposal systems, including, but not limited to, pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, pipes, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller related to the Utility System, or to which Seller possesses rights and used in connection with the Utility System, as identified in **Appendix "2 iii"** to this Agreement.
- iv. All governmental authorizations, franchises, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and all rights to construct, maintain and operate all or any portion of the Utility System and every right of every character whatever in connection therewith, and the obligations thereof (hereinafter referred to as the "Authorizations"); together with all rights granted to Seller under their respective Authorizations, as identified in **Appendix "2 iv"** to this Agreement. **Appendix "2 iv"** shall also identify any of the foregoing which are not transferable or which require third party consents to transfer.
- v. All items of inventory owned by Seller on the Closing Date and used to operate and maintain each respective Utility System, which shall not be unnecessarily depleted between the date of Seller signing this Agreement and the Closing Date. Inventory items/amounts as of the date of signing this Agreement shall include those items listed in **Appendix "2 v"**.
- vi. All supplier lists, customer records, prints, plans, including plans in electronic or digital format where available, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information relating to the Utility System in Seller's possession, including any rights of Seller, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.
- vii. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials in Seller's possession, including any rights of Seller, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.
- viii. All rights and obligations of Seller under any Developer Agreements as identified in **Appendix "2 viii"** to this Agreement. **Appendix "2 viii"** shall identify any of the foregoing which are not transferable, which require third party consents for the assumption by Buyer and for which the Developer has pre-paid Connection Charges (defined below), the amount of such pre-paid Connection Charges, the number of equivalent residential connections ("ERCs") connected and the balance

of ERCs remaining which have been prepaid but have not yet been connected as of Seller signing this Agreement.

- ix. All rights and obligations of Seller under all Contracts and Leases as identified in **Appendix "2 ix"** to this Agreement. **Appendix "2 ix"** shall contain a schedule identifying any Contracts or Leases which are not transferable or for which third party consents are necessary for the assumption by Buyer.
 - x. All equipment, tools, parts, laboratory equipment, office equipment and other personal property owned by Seller and exclusively used to operate and maintain the Utility System as identified in **Appendix "2 x."**
 - xi. All customer deposits made to Seller in connection with the operation of the Utility System as evidenced by the current customer records at the time of closing.
- c. "Excluded Assets". Notwithstanding any other provision in this Agreement that may be construed to the contrary, Purchased Assets do not include the Excluded Assets. The following assets are excluded from the Purchased Assets:
- i. Cash, bank accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, or utility and any prepaid expenses of Seller, which shall be Seller's sole property as of the Closing Date.
 - ii. Escrow and other Seller provisions for payment of federal and state taxes, and other obligations to governmental entities, including franchise fees, which shall be Seller's responsibility to pay through the Closing Date.
 - iii. The names and Florida corporation known as Grenelefe Resort Utility, Inc. , and related logos and signage owned or used by Seller, including without limitation, logos and signage.
 - iv. The billing, collection and customer service computers and software.

SECTION 3. LIABILITIES.

- a. Assumed Liabilities. On the Closing Date, the Buyer shall assume and agree to discharge only the following Liabilities of Seller (the "Assumed Liabilities"):
- i. All liabilities to the customers of the Utility System incurred after the Closing Date where the operative act giving rise to the liability occurred after the Closing Date;
 - ii. Any liability of Buyer under this Agreement or any other document executed in connection with this Agreement;
 - iii. Any liability of Buyer based upon Buyer's acts or omissions occurring after the Closing Date;
 - v. Any liability arising from or related to the ownership, construction, operation and maintenance of the Utility System after the Closing Date;
 - vi. Any executed Developer Agreements identified in **Appendix "2 viii"** to this Agreement.

b. **Excluded Liabilities.** Notwithstanding the foregoing, the Buyer does not assume any debts, liabilities, obligations, or other financial or service obligations of Seller, except as may be expressly provided in this Agreement. Buyer does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party (and the definition of third party excludes the Buyer), whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, arising or accruing before or after the Closing Date where the operative act or omission was that of or attributable to Seller for its actions prior to the Closing Date. Seller shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided Seller is not hereby limited in its right to contest in good faith any such liabilities or obligations.

SECTION 4. PURCHASE PRICE. The total consideration intended to be paid for the Utility System is the Purchase Price plus adjustments as set forth herein. Buyer shall pay to Seller for conveyance of the Purchased Assets, subject to the additions, adjustments and pro-rations referenced in this Agreement, a cash payment in the amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000) for the Utility System via wire transfer to the account(s) designated by Seller at the Closing. The parties hereby appoint Greenspoon Marder, LLP, as escrow agent.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement to Buyer to execute this Agreement and perform its obligations hereunder, Seller on behalf of the Utility System and itself represents and warrants to Buyer as follows:

- a. Seller is a duly organized, validly existing corporation, and its status is active under the laws of the State of Florida. Seller has all requisite power and authority and has taken all requisite action necessary to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.
- b. The Board of Directors and shareholders of Seller have approved Seller entering into this Agreement.
- c. This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement will constitute, when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.
- d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any Court or agency of government applicable to Seller, the Articles of Incorporation, or By-Laws of Seller, nor any Certificate, indenture, agreement, or other instrument to which Seller is a party, or by which it is bound, subject only to the sale being approved by the Florida Public Service Commission ("FPSC").
- e. Seller has good and marketable title to the Purchased Assets related to the Utility System. The Purchased Assets are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances, as defined in Section 6 of this Agreement, other than those that will be satisfied or released by the Closing. At Closing, the Seller shall deliver title to such Purchased Assets related to the Utility System free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances related to Real Property only.

- f. Seller has exclusive possession, control and ownership to all Real Property, Purchased Assets, and the Utility System to which it is related and that all such real property has been identified in Appendix "2 i" hereto.
- g. Environmental Law Compliance.
 - i. Definitions.
 - (a) "Environmental Law" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and in effect as of the Closing Date and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Utility System.
 - (b) "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Seller conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.
 - (c) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by Seller or related to Hazardous Materials generated by Seller.
 - (d) "Remedial Action" means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.
 - ii. Representations. To Seller's knowledge:
 - (a) Seller is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for Seller to believe that any such liability exists except as disclosed in Appendix "5 h ii (a)".

- (b) Seller has obtained all permits required, or has submitted application renewals for such permits in a timely manner, under applicable Environmental Laws, necessary for the operation of the Utility System as conducted as of the date of this Agreement.
 - (c) Any oral or written notice within the last two years of the violations or alleged violations of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Utility System are identified in **Appendix "5 h ii (c)"** hereto and in no other.
 - (d) There is no Hazardous Material in violation of any Environmental Law is located on the Real Property; no Real Property is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for Seller to be named in such claims or for any similar action to be brought against Seller.
 - (e) No written or verbal notification of a Release of a Hazardous Material has been filed by or on behalf of Seller or any third party with respect to the Utility System. No Property of the Utility System is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.
 - (f) No Hazardous Material has been released in violation of Environmental Law at, on, or under any property of the Utility System.
- h. Except as provided in **Appendix "5 i"** hereto, there are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or any of the Purchased Assets or Seller's right and ability to make and perform this Agreement, nor is Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller shall be responsible for any and all costs, fees, expenses, rebates, refunds or costs of improvements or infrastructure relocation or removal, if any, associated with said disclosed litigation and Seller shall be responsible for any liability to the plaintiff to the extent it relates to events that have occurred or costs and fees that have been charged or accrued on or before the date of Closing. The Buyer will negotiate a "go-forward" arrangement with the plaintiffs, but shall not be responsible for any of the actions taken or fees or rates charged or overcharged by Seller as alleged in the litigation or otherwise related to the acts and circumstances associated therewith. Seller is not in default with respect to any Certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. Seller agrees and warrants that it shall have a continuing duty to disclose

up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the Utility System.

- i. No representation or warranty made by the Seller in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.
- j. After due inquiry Seller has no actual knowledge that Seller's use of the Real Property or Purchased Assets is in violation of any applicable state or local laws, rules or ordinances, including wellhead protection, zoning or other applicable requirements, nor are there any encroachments of any kind related to the Real Property, except as are identified in Appendix "5 k" hereto. For the purposes of construing this section, "actual knowledge" includes facts directly and personally known to Seller, or facts which Seller is presumed to have received directly or personally because evidence within Seller's possession or knowledge is sufficient to engage in a reasonable inquiry into the existence of such facts.
- k. Seller has not entered into any agreements or commitments with developers or customers providing for the extension of services or facilities with regard to the Utility System, nor has Seller collected any connection or plant capacity fees or charges for which the payor, its successors or assigns have not been connected to the Utility System.
- l. All customer records have been delivered to Buyer and are accurate and reflect all deposits and accounts receivable owed to Seller.
- m. Following Closing, Seller nor any affiliate of Seller shall provide water or wastewater service within the Service Territory (as defined in Appendix "2 ii-2), or any property adjacent to the Service Territory, in competition with the Buyer.
- n. All representations or warranties made by Seller in this Agreement shall survive for a period of six (6) months post-Closing.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF BUYER. As a material inducement to Seller to execute this Agreement and to perform its obligations hereunder, Buyer represents and warrants to Seller as follows:

- a. Buyer is a duly organized, validly existing limited liability company, and its status is active under the laws of the State of Florida. Buyer has all requisite power and authority and has taken all requisite action necessary to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.
- b. The Manager of Buyer has approved Buyer entering into this Agreement.
- c. This Agreement constitutes, and all other agreements to be executed by Buyer with respect to this Agreement will constitute, when executed and delivered, valid and binding obligations of Buyer, enforceable in accordance with their terms.
- d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any Court or agency of government applicable to Buyer, the Articles of

Organization, or Operating Agreement of Buyer, nor any Certificate, indenture, agreement, or other instrument to which Buyer is a party, or by which it is bound.

SECTION 7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.

- a. At least Thirty (30) days after the effective date of this agreement, Seller shall obtain at its expense a current title insurance commitment in favor of Buyer issued by a title company licensed to do business in the State of Florida, covering the Real Property and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, which shall be in the amount of \$2,500,000.00). The title insurance commitment shall commit the insurer to issue an owner's title insurance policy to Buyer covering the Real Property, substantially in accordance with the ALTA Standard Owner's Form most recently approved for use in Florida as modified, reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances, the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as the standard survey exception (based on a current survey for all or portions of the Real Property), and materialman's liens and mechanics liens, if there are no such liens at the time of Closing. Seller shall execute at, or prior to Closing, in favor of Buyer and the title insurance company, all forms or affidavits required by the title insurance company including, but not limited to, the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.
- b. Buyer shall notify Seller in writing before the Closing Date of any alleged defect in Seller's title to the Real Property, other than the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the Real Property other than the Permitted Encumbrances), which render or may render Seller's title to the Real Property (i) unsuitable for the Buyer's needs, (ii) unmarketable in accordance with standards adopted by The Florida Bar, or (iii) uninsurable. Any objections to title to the extent not shown on the notice furnished by Buyer in accordance with the provisions of this paragraph shall be deemed to have been waived by Buyer and Buyer shall not be entitled to any damages or other remedies. Seller shall have until the Closing Date to eliminate the objections to title set forth in Buyer's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of \$25,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property, which are in a liquidated amount) that Seller has an obligation to discharge by the Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then Buyer may:
 - i. Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or
 - ii. Reject title and terminate this Agreement with no further liability of either party to the other.
- c. Buyer may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and Seller advises Buyer that Seller elects to do so by paying same at or prior to

the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Seller advises Buyer that Seller elects to do so at or prior to Closing; or (iii) the title insurance company issuing the title insurance commitments affirmatively to insure-over.

- d. Seller shall provide a copy of any existing survey of the Real Property to Buyer within thirty (30) days of the execution of this Agreement. Any new survey(s) shall be solely at the Buyer's expense.
- e. As used herein, "Permitted Encumbrances" include the following:
 - i. All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.
 - ii. Easements and restrictions of record which do not impair or restrict the use of the Real Property or the operation of the Utility System.
 - iii. Any drainage canal, mineral, road, or other reservation of record in favor of the State of Florida or any of its agencies or governmental or quasigovernmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Utility System.

SECTION 8. CONDITIONS PRECEDENT TO CLOSING. The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

- a. Neither Party is prohibited by decree or law from consummating the transaction.
- b. There is not pending on the Closing Date any legal action or proceeding that would (i) prohibit the acquisition or sale of the Purchased Assets, (ii) prohibit Buyer or Seller from closing the transaction or Buyer from paying the Purchase Price, or (iii) inhibit or restrict in any manner Buyer's use, title, or enjoyment of the Purchased Assets.
- c. Each of the other parties hereto has performed all of the undertakings required to be performed by them under the terms of this Agreement.
- d. There has been no material adverse change in the physical condition of the Purchased Assets. For purposes of this Agreement, a "material adverse change" shall mean a loss or damage to the Purchased Assets that materially reduces: (1) their value in the aggregate; or (2) the ability to operate the Utility System as operated by Seller prior to the Closing Date.
- e. All warranties and representations of the other party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.
- f. Neither party has terminated the Agreement as provided for in Section 10 hereof.

SECTION 9. PRE-CLOSING CONDUCT; COVENANTS. Prior to the Closing Date, the parties covenant to each other, and shall conduct themselves, as follows:

- a. During the period between execution of this Agreement and the Closing Date, Seller shall:
- i. Operate and maintain the Utility System and Purchased Assets thereof in a normal and ordinary manner to ensure that the condition of that Utility System and the Purchased Assets thereof remain in all material respects unchanged, normal wear and tear and usage excepted, and the inventory on hand shall not be diminished or depleted, other than in the ordinary course of business;
 - ii. Promptly notify Buyer of any notification received by Seller from any person, business, or agency of any existing or potential Environmental Law violation;
 - iii. Provide Buyer, or its designated agent(s), with unrestricted access to the business premises, Utility System, Purchased Assets, Seller's customer and operations books and records, employees; agents, or representatives, on reasonable advance notice (one business day) and during business hours;
 - iv. Promptly notify Buyer of any event, activity or occurrence that has, or may have, a material adverse effect upon the Purchased Assets or this transaction;
 - v. Transfer billing and account information to Buyer, and coordinate with the Buyer such that a Buyer employee may accompany the Seller's employee(s) during the final meter readings prior to closing.
- b. During the period between execution hereof and Closing, Seller shall not:
- i. Enter into any contract, oral or written, relating to the Utility System or Purchased Assets that will survive Closing without the prior written consent of Buyer which consent shall not be unreasonably withheld, conditioned or delayed. Actions requiring ongoing compliance such as pipeline breaks and other emergency situations are excluded;
 - ii. Without the prior written consent of Buyer, which shall not be unreasonably withheld, enter into any Developer Agreement. Copies of any developer agreements shall be promptly delivered to Buyer and shall not be signed by Seller without prior written consent from Buyer.
- c. Seller shall maintain its existing levels of insurance on the Purchased Assets and Utility System and the risk of any loss shall remain with Seller through the Closing Date.
- d. Buyer may obtain Phase I Environmental Site Assessments ("ESA") (and a subsequent Phase Two ESA if Buyer determines that one is necessary based on the Phase I assessment results) of each parcel comprising the Real Property. If such ESA discloses the presence of any Hazardous Material, Buyer shall notify Seller within twenty (20) business days of receipt of such ESA, and Seller shall have the right but not the obligation to perform such cleanup and remediation as is necessary hereunder. Upon any Seller's failure to perform such cleanup and remediation, prior to the Closing Date, Buyer may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing without abatement of the Purchase Price.

- e. The Buyer has one hundred and fifty (150) days of Due Diligence. Buyer is relying upon its own due diligence investigation in entering into this Agreement. The Buyer shall have until the Closing Date to complete, at Buyer's expense, financial, legal, engineering and operational due diligence investigations of the Purchased Assets. Based upon the results of such due diligence investigations Buyer shall have the right to terminate this Agreement for any material defects or problems revealed by such due diligence. Buyer shall provide Seller with written notice of termination within twenty (20) days of completion of such due diligence. During this period, Seller shall provide Buyer and its representative's access to all Purchased Assets as set forth in this Agreement and full access to the Management company.
- f. Buyer may obtain, at its sole cost and expense, a boundary survey of the Real Property prepared by a professional surveyor registered as such with the State of Florida. If the survey discloses any gaps, overlaps, encroachments, or other survey-related defect(s) relating to the Real Property, and regardless of whether such defect(s) were known to the Buyer prior to the effective date of this Agreement, Buyer shall notify Seller within twenty (20) business days of receipt of such survey, and Seller shall have the right but not the obligation to cure the defect(s) to the reasonable satisfaction of Buyer or its title insurance company. Upon Seller's failure to perform such cure prior to the Closing Date, Buyer may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing without abatement of the Purchase Price.

SECTION 10. TERMINATION OF AGREEMENT DURING DUE DILIGENCE.

- a. For any reason whatsoever, at the Sole Discretion of the Buyer, this Agreement may be terminated within the one hundred and fifty (150) days of Due Diligence, which shall commence after Effective Date of this Agreement.
- b. Buyer may also terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:
 - i. The failure, in any material respect prior to Closing, of any conditions precedent to Closing, any pre-closing conduct, or any covenant of Seller set forth in Sections 8 and 9.
 - ii. Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation or warranty, if Seller has not cured such breach within 30 days after written notice from Buyer; provided, however, such breach must in any event be cured by the Closing Date unless the date for cure has been extended or excused by Buyer.
- c. Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any offer following:
 - i. The failure, in any material respect prior to Closing, of any of the conditions precedent to Closing set forth in Section 8.
 - iii. Any material breach of this Agreement by Buyer, including, but not limited to, a material breach of any representation or warranty, if Buyer has not cured such breach within 30 days after written notice from Seller, provided, however, such

breach must in any event be cured prior to the Closing Date unless the date for cure has been extended or excused by Seller.

- d. Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Section 16.c.
- e. Upon the termination of this Agreement, the following shall occur:
 - i. To the extent permitted by Florida law, each party shall return all documents, including copies, in its possession, custody, or control, or in the possession, custody, or control, of its agents and consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law.
 - ii. Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.
 - iii. In the event the termination occurs as set forth in Sections 7.a. and 9.d, this Agreement shall forthwith become void and there shall be no liability on the part of Buyer or Seller, or their respective Board members, members, managers, officers or directors.

SECTION 11. CLOSING DATE AND CLOSING.

- a. Unless otherwise extended as provided elsewhere herein, this transaction shall close Thirty (30) Days following the one hundred and fifty days (150) of Due Diligence, at a location mutually acceptable to both parties. As used in this Agreement, the "Closing Date" shall mean 12:00 a.m. the date that this transaction is closed.
- b. At Closing:
 - i. Buyer shall pay the Purchase Price, subject to any adjustment as provided for in this Agreement.
 - ii. Title to the Real Property shall be conveyed to Buyer by Special Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Easements shall be conveyed by easement. Title to the remaining Purchased Assets shall be conveyed to Buyer by Bill of Sale free of all claims, liens, or encumbrances, whatsoever. Seller shall further provide to Buyer such other instruments of conveyance as shall be, in the reasonable opinion of Buyer and its counsel, necessary to transfer the Utility System and Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.
 - iv. Seller shall assign to Buyer its right, title and interest in those easements, licenses, etc. identified in Appendices "2 ii-1" and "2 ii-2"

- v. Seller and Buyer shall enter into separate Assignment and Assumption Agreements with respect to agreements which Buyer agrees to assume from the (i) Developer Agreements identified in Appendix "2 viii", and (ii) Contracts and Leases identified in Appendix "2 ix."
- vi. Real property and personal property taxes on the Purchased Assets and Utility System, shall be prorated as of the Closing Date All other taxes, assessments and franchise fees accrued or owed by Seller as of the date of Closing with respect to the Utility System and Purchased Assets shall remain the obligation of Seller.
- vii. Documentary stamps, and recording fees, if any, to record instruments and any other fees, assessments or charges and related instruments necessary to deliver title to the Buyer shall be paid for by the Seller.
- viii. Connection Charges (defined as plant capacity, transmission line capacity, or other unit connection fees paid for the availability of utility capacity) received by Seller prior to Closing shall be retained by Seller if a physical connection to its Utility System has been made at least ten (10) days prior to Closing. Connection Charges paid to Seller prior to Closing for which no connection has been made shall be paid over to Buyer at Closing. Connection Charges paid after Closing shall be retained by Buyer. A schedule of Connection Charges paid to Seller, if any, shall be prepared by Seller as of the Closing Date and provided to Buyer and paid by Seller to Buyer at Closing through the Closing Statement or as otherwise mutually agreed to by the parties.
- ix. Within ten days prior to Closing, Seller shall read the Utility System customers' meters and, thereafter, invoice the customers for service up to and including the final meter reading. Seller is entitled to all revenues for services up to and including the final meter reading. After Closing, Seller shall collect the final bill and any delinquent amounts owed to Seller; however, Buyer shall promptly pay to Seller any payments received by Buyer with respect to Seller's final meter reading and any services rendered prior to the Closing Date, and will take such actions to collect such final bills on Seller's behalf as it would if said delinquencies were monies owing to Buyer. Buyer may retain from all amounts collected an amount equal to Five Percent (5%) of such amounts to reimburse the Buyer for collecting such accounts. Buyer shall begin billing the customers based on the final meter reading as the starting point for future billing. After Closing, Buyer shall be entitled to all revenues of the Utility System for services rendered after the Closing Date. Seller shall promptly pay to Buyer any payments received by Seller for services rendered after the Closing Date.
- x. All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.
- xi. Except as otherwise provided herein, each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.
- xii. All bills of any kind for services, materials and supplies of any kind rendered in connection with the construction, operation and maintenance of the Utility System

prior to Closing, including but not limited to electricity, phone service, and payroll for a period up to and including the Closing Date, shall be paid by Seller. Buyer shall be responsible for all such costs and expenses incurred for services rendered after closing subsequent to Closing.

- xiii. Buyer shall assume the liability for customer deposits, and Seller shall credit Buyer at Closing with all customer deposits and accrued interest thereon, and shall provide Seller with the list of customers for whom such deposits have been collected and corresponding amounts of such deposits through Closing.
- xiv. Each party shall deliver to the other party a certificate stating that:
 - (a) The party is not prohibited by decree or law from consummating the transaction contemplated hereby.
 - (b) There is not pending on the Closing Date any legal action or proceeding that hinders the ability of either party to close the transaction.
 - (c) All warranties and representations of such party contained in this Agreement are true and correct in all material respects as of the Closing Date.
- xv. Seller shall deliver to Buyer, in a form reasonably acceptable to Buyer, an opinion of Seller's counsel substantially to the effect that:
 - (a) Seller is validly organized, existing and its status is active under the laws of the State of Florida.
 - (b) This Agreement has been duly and validly executed and approved by Seller and is a valid and binding agreement upon Seller.
 - (c) The execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to Seller.
- xvi. Buyer shall deliver to the Seller in a form acceptable to Seller, an opinion of Buyer's Counsel substantially to the effect that:
 - (a) Buyer is validly organized, existing and its status is active under the laws of the State of Florida.
 - (b) This Agreement has been duly and validly executed and approved by Buyer and is a valid and binding agreement upon Buyer.
 - (c) The execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Buyer.

SECTION 12. POST CLOSING COOPERATION.

- a. Seller and Buyer shall, after the Closing Date, upon reasonable request of the other party and at no cost to the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, easements, assignments, transfers, powers of attorney and reasonable assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties arising from this Agreement, and to permit Buyer to operate and maintain the Utility System in the manner operated by Seller at the time of Closing,
- b. Each of the parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement, including reasonable access during regular business hours to any and all necessary documentation and/or records. Subject to the provisions of paragraph c. below, each party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. The party requesting assistance hereunder shall reimburse the other for reasonable expenses incurred in providing such assistance.
- c. Seller agrees to provide reasonable assistance to the Buyer in its application to the FPSC for transfer of the Utility Systems and Certificates, and to transition the administration (including customer services and accounting functions) and operation of the Utility System and Purchased Assets for a period of ninety (90) days after the Closing Date. Buyer shall reimburse Seller for reasonable costs or expenses, without markup, incurred for any services provided under this subparagraph.
- d. The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing Date, and thereafter shall terminate.
- e.

Regulatory Approval Contingency. The sale of Assets contemplated by this Agreement is subject to and contingent upon the receipt of approval by the FPSC. As provided in Section 367.071, Florida Statutes, the parties desire to close the transaction in advance of the FPSC's approval. In the event that the FPSC determines that the sale and transfer of the Assets is not in the public interest and that Purchaser will not fulfill the commitments, obligations, and representations of the utility, and, therefore, the FPSC denies such transfer, then the Assets shall remain with the Seller and any and all agreements or understandings will be null and void between the Seller and Buyer with regard to sale of the Assets. Within ninety (90) days of closing Buyer shall file the appropriate Application with the FPSC.

SECTION 13. THIRD PARTY BENEFICIARY. Buyer and Seller acknowledge and agree that this Agreement does not directly benefit any person other than the parties hereto, and no other person is a third-party beneficiary of this Agreement. This Agreement is solely for the benefit of the parties hereto, and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than successors and assigns), who or which is not a formal party hereto.

SECTION 14. EXECUTION PROCEDURES: Buyer and Seller acknowledge that this Agreement shall be subject to the following execution terms. Seller shall execute this Agreement and send the executed copy to the Buyer, after which time, the Buyer shall have 45 days to conduct public hearings and seek Buyer Council approval of this Agreement.

SECTION 15. CERTAIN AGREEMENTS.

a. **Contracts and Amendments.** The Buyer shall take title to the Purchased Assets encumbered only by the liabilities described in Section 3(a) of this Agreement, including those executed Developer Agreements identified in Appendix "2 viii" to this Agreement, which shall be assigned to the Buyer at the Closing. Notwithstanding anything to the contrary stated in this Agreement, except as provided in Subsection 19.2, the City is not assuming and has no obligation to honor any prepaid or discounted connections or customers for the properties not connected to the Utility System at least ten (10) days prior to the Closing Date.

b. **New Agreements.** After the date of the execution of this Agreement, the Seller shall notify the Buyer of all requests for developer or service agreements and the terms thereof and shall provide a copy of the proposed agreement to the Buyer. The Buyer shall approve or disapprove, in writing, said proposed agreement within twenty (20) days of its receipt of the proposed agreement. The Buyer shall not unreasonably withhold, delay or condition its approval of the execution by the Seller of any such agreement. The Buyer shall be required to grant its consent to proposed agreements which are consistent with Seller's existing FPSC-approved service availability policy, and which also clearly notify the prospective customer that the Buyer is acquiring the Utility System and identify that future terms of service after the Closing Date shall be governed by applicable ordinances and resolutions of the Buyer. In the event the Buyer disapproves a proposed agreement(s) which is in accordance with existing FPSC approved agreements and existing FPSC-approved service availability policy, then the Buyer shall indemnify and hold Seller harmless for any and all liability, claims or damages made by any person, firm, corporation, public or private, arising out of the Buyer's refusal to approve said agreement(s). Once a proposed agreement is approved by the Buyer, the Buyer shall accept the terms of the approved agreement subsequent to the Closing Date in accordance with its terms. The Seller shall not cause any agreement to be modified after the date of the execution of this Agreement without the prior written approval of Buyer, which approval shall not be unreasonably withheld, delayed or conditioned.

SECTION 16. MISCELLANEOUS PROVISIONS.

- a. This Agreement, the Documents and the Appendices hereto, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.
- b. Seller may, in its discretion, utilize the provisions of Section 1031 of the Internal Revenue Code, and Buyer shall cooperate with Seller in that effort.
- c. Any notice or other document required or allowed to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier, or by electronic correspondence or facsimile transmission with written confirmation.

If to Seller, such notice shall be delivered at:

Grenelefe Resort Utility, Inc.
5601 Windover Drive
Orlando, FL 32819
Attn: Bryon Smith
bryon_smith@wgresorts.com

with a copy to:

Greenspoon Marder, LLP
201 E. Pine Street, Suite 500
Orlando, FL 32801
Attn: Heidi Boyles, Esquire
Heidi.Boyles@gmlaw.com

If to Buyer, such notice shall be delivered at:

SHD Properties, LLC
6615A N. Church Ave.
Mulberry, FL 33860

with a copy to:

The MTM Law Firm PLLC
5121 S. Lakeland Dr., Suite 2
Lakeland, FL 33813-2623
Attn: Matthew Morrison
Morrison321307@gmail.com

Notices shall be effective upon receipt or failure to accept delivery, electronic correspondence or facsimile transmission shall be deemed received on the date sent if received by 4:00 p.m. Eastern Daylight Time on a business day. If received after 4:00 p.m. EDT, such transmission shall be deemed received on the next business day.

- d. The drafting of this Agreement was a joint effort of the parties, and in the interpretation hereof, it shall be assumed that no party had any more input or influence than any other.
- e. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect
- f. This Agreement may be amended or modified only if executed in writing and with the same formality as the original.

- g. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Florida.
- h. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.
- i. This Agreement may be assigned without the prior written consent of the non-assigning party. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.
- j. For purposes of this Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or a prudent individual could be expected to discover or otherwise become aware thereof in the ordinary course of conducting his business.
- k. Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of the Buyer or Seller in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, contractor or agent of the Buyer or Seller, or of any incorporator, member, director, trustee, officer, employee or agent of any successor to the Buyer or Seller, in any such Person's individual capacity, and no such Person, in fill individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the Purchase Price or for any claim based hereon or on any such stipulation, covenant, agreement or obligation, against any such Person, in an individual capacity, either directly or through the Buyer or Seller or any successor to the Buyer or Seller, under any role of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such Person, in an individual capacity, is hereby expressly waived and released. All references to the Buyer in this paragraph shall be deemed to include the Buyer, Board members, officers, employees, attorneys, contractors and agents. The provisions of this Section shall survive the termination of this Agreement.
- l. Buyer shall bear no liability for accrued or current salaries or benefits of any kind related to Seller's construction, operation, or maintenance of the Utility System up to and including Closing.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

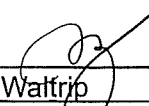
ATTEST:

SELLER:

GRENELEFE RESORT UTILITY, INC.

Secretary

(SEAL)



Name: Mark Watrjip

Title: Chief Operating Officer

BUYER:
WITNESSES:

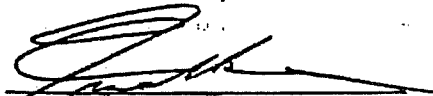


Name: Matthew T. Morrison



Name: Nico Artinelli

SHD PROPERTIES, LLC



Name: **Frederick Scott House**
Title: **Member-Manager**

EXHIBIT B

Deed

INSTR # 2022150206
BK 12278 Pgs 1745-1747 PG(s)3
06/02/2022 08:39:24 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00
DEED DOC 16,450.00

This document was prepared by:
Martin S. Friedman, Esquire
Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
420 S. Orange Ave., Suite 700
Orlando, FL 32801

Parcel ID #: 28-28-06-000000-022010 & 28-28-08-000000-043020

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and entered as of this ^{31st} day of May, 2022, by **GRENELEFE RESORT UTILITY, INC.**, a Delaware corporation authorized to conduct business in Florida, whose address is 5601 Windhover Dr., Orlando, FL 32819 ("Grantor") to **NC REAL ESTATE PROJECTS LLC**, a Florida limited liability company, whose address is 3425 Turnberry Dr., Lakeland, Florida 33803 ("Grantee"):

(Whenever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and companies)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain land situate in Polk County, Florida, described on **Exhibit "A"** hereto ("Property").

SUBJECT TO covenants, conditions, restrictions and easements of record.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD, THE SAME IN FEE SIMPLE FOREVER.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by or through Grantor but no other.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in our presence:

GRENELEFE RESORT UTILITY, INC., a Delaware corporation authorized to conduct business in Florida

[Signature]
Printed Witness Name: Michelle Bramlett

[Signature]
Mark Waltrip, Authorized Signor

[Signature]
Printed Witness Name: Dorothy C Bliss

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2022, by Mark Waltrip as Authorized Signor of GRENELEFE RESORT UTILITY, INC., a Delaware corporation authorized to conduct business in Florida, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



KAREN DIAZ
Commission # GG-925457
Expires October 23, 2023
Bonded thru Budget Notary Services

[Notary Seal]

[Signature]

Print Name: KAREN DIAZ
Notary Public - State of Florida
Commission No.: GG 925457
My Commission Expires: 10/23/2023

EXHIBIT "A"

LEGAL DESCRIPTION OF UTILITY REAL PROPERTY

Grenelefe Sewage Treatment Plant and Grenelefe Water Treatment Plant Number 6 as set forth in deed recorded in Official Records Book 5545, Page 1569, of the Public Records of Polk County, Florida and described as follows:

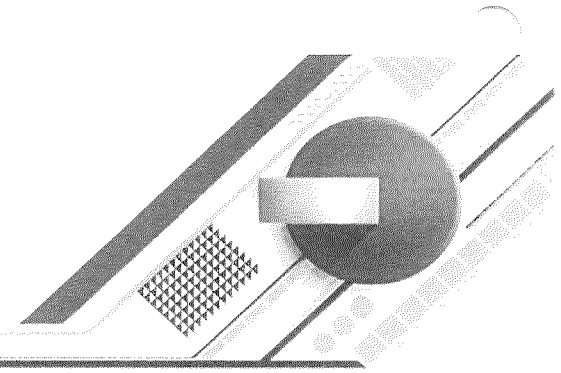
Begin at the Northeast corner of Grenelefe Club Estates Phase One, as recorded in Plat Book 86, Pages 13 and 14, of the Public Records of Polk County, Florida, thence run West along the North line of said Grenelefe Club Estates Phase One, a distance of 316.82 feet; thence run North $32^{\circ}15'17''$ West, a distance of 145.75 feet; thence run North $88^{\circ}01'37''$ West, a distance of 159.57 feet to the Northwest corner of said Grenelefe Club Estates Phase One, said point being on the Easterly right-of-way line of Abbey Court, thence run North $01^{\circ}14'31''$ East along said right-of-way line, a distance of 555.79 feet to the North line of the Southwest 1/4 of Section 8, Township 28 South, Range 28 East, thence run North $89^{\circ}55'37''$ East along said North line, a distance of 542.03 feet; thence run South, a distance of 685.10 feet to the Point of Beginning.

AND

Begin at the Northwest corner of Grenelefe Camelot Condominium Unit Number 2, as recorded in Condominium Book 3, Pages 41 and 42, of the Public Records of Polk County, Florida, thence run South $25^{\circ}04'40''$ East, along the West line of Grenelefe Camelot Condominium Unit Number 2, a distance of 220.23 feet; thence run North $65^{\circ}04'13''$ West, a distance of 133.95 feet; thence run South $85^{\circ}44'46''$ West, a distance of 175.68 feet; thence run North $00^{\circ}21'29''$ East, a distance of 72.64 feet; thence run North $85^{\circ}40'44''$ East, a distance of 168.17 feet; thence run North $26^{\circ}26'43''$ East, a distance of 78.99 feet to the Point of Beginning.

EXHIBIT C

Affidavit of Funding & Financial Statement



Frederick Scott House

PERSONAL NET WORTH

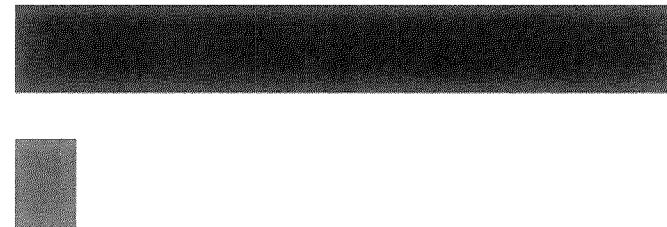
\$47,812,269

■	Total Assets	\$ 52,812,269
■	Total Debts	\$ 5,000,000

SUMMARY OF ASSETS



ASSETS vs DEBTS



■	Properties	\$ 48,425,750
■	Investments	\$ 2,350,000
■	Cash and Cash Equivalent	\$ 2,036,519
■	Life Insurance	\$ 0
■	Retirement Savings	\$ 0

ASSETS

Category	Item	Value
Properties	Home	\$ 455,000.00
Properties	Other	\$ 47,650,000.00
Retirement Savings	Retirement accounts	
Investments	Stocks	
Investments	Bonds	
Investments	Mutual funds	
Investments	CDs	
Investments	Bullion	
Investments	Trust funds	
Life Insurance	Health savings account	
Life Insurance	Face value of life insurance policy	
Investments	Other	\$ 2,350,000.00
Cash and Cash Equivalent	Checking accounts	\$ 2,033,769.00
Cash and Cash Equivalent	Savings accounts	\$ 2,750.00
Cash and Cash Equivalent	Other	
Properties	Cars	\$ 138,000.00
Properties	Other vehicles	\$ 15,000.00
Properties	Furnishings	\$ 42,000.00
Properties	Collectibles	
Properties	Jewelry	\$ 18,750.00
Properties	Other luxury goods (Flight Card)	\$ 107,000.00

DEBTS

Category	Value
Mortgages	\$ 5,000,000.00
Home equity loans	
Car loans	
Personal loans	
Credit cards	
Student loans	
Loans against investments	
Life insurance loans	
Other installment loans	
Other debts	

AFFIDAVIT

STATE OF Florida
COUNTY OF Polk

I, Frederick Scott House, am the Managing Member and 100% Owner of NC Real Estate Projects, LLC d/b/a Grenelefe Utility. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that I or my other controlled entities will provide or assist NC Real Estate Projects, LLC d/b/a Grenelefe Utility 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.


Frederick Scott House
Managing Member

The foregoing instrument was acknowledged before me this 6th day of October, 2023, by Frederick Scott House, as Managing Member of NC Real Estate Projects, LLC d/b/a Grenelefe Utility. Mr. House is personally known to me or who has produced FLDL as identification.


NOTARY PUBLIC
My Commission Expires: Dec 5 2025

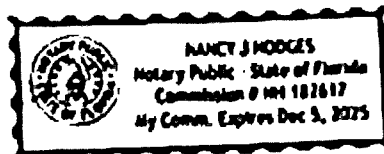


EXHIBIT D

Calculation of Rate Base

Grenelefe Resort Development, LLC
Schedule of Year End Rate Base As Reported In Annual Report
12/31/2021

	<u>2021</u>
Utility Plant In Service	3,148,633
Accumulated Depreciation	(2,707,352)
Contributions In Aid Construction	(2,302,685)
Accumulated Amortization of CIAC	2,054,223
Working Capital	<u>65,884</u>
Net Rate Base - Water	258,703
Utility Plant In Service	3,320,041
Accumulated Depreciation	(3,001,949)
Contributions In Aid Construction	(1,051,361)
Accumulated Amortization of CIAC	805,675
Working Capital	<u>29,567</u>
Net Rate Base - Sewer	101,973

Grenelefe Resort Development, LLC
Schedule of Year End Rate Base As Reported In Annual Report (2011 thru 2016)

	2011	2012	Prior Year Increase	2013	Prior Year Increase	2014	Prior Year Increase	2015	Prior Year Increase	2016	Prior Year Increase
Utility Plant In Service	3,512,964	3,030,676	(482,288)	3,031,841	1,165	3,042,264	10,423	3,043,772	1,508	3,066,323	22,551
Accumulated Depreciation	(2,406,807)	(2,125,124)	281,683	(2,193,839)	(68,715)	(2,262,710)	(68,871)	(2,331,316)	(68,606)	(2,390,800)	(59,484)
Contributions In Aid Construction	(2,302,685)	(2,302,685)	-	(2,302,685)	-	(2,302,685)	-	(2,302,685)	-	(2,302,685)	-
Accumulated Amortization of CIAC	1,570,575	1,583,784	13,209	1,636,516	52,732	1,689,247	52,731	1,741,749	52,502	1,792,177	50,428
Working Capital	26,021	29,814	3,793	33,435	3,621	34,815	1,380	35,585	770	35,275	(310)
Net Rate Base - Water	400,068	216,465	(183,603)	205,268	(11,197)	200,931	(4,337)	187,105	(13,826)	200,290	13,185
Utility Plant In Service	3,025,783	3,010,548	(15,235)	3,015,078	4,530	3,037,678	22,600	3,081,428	43,750	3,088,408	6,980
Accumulated Depreciation	(2,569,482)	(2,580,421)	(10,939)	(2,616,500)	(36,079)	(2,653,169)	(36,669)	(2,692,789)	(39,620)	(2,746,671)	(53,882)
Contributions In Aid Construction	(1,051,361)	(1,051,361)	-	(1,051,361)	-	(1,051,361)	-	(1,051,361)	-	(1,051,361)	-
Accumulated Amortization of CIAC	713,209	660,062	(53,147)	672,888	12,826	685,925	13,037	699,803	13,878	718,622	18,819
Working Capital	22,450	21,902	(548)	23,317	1,415	22,293	(1,024)	25,803	3,510	32,511	6,708
Net Rate Base - Sewer	140,599	60,730	(79,869)	43,422	(17,308)	41,366	(2,056)	62,884	21,518	41,509	(21,375)

Grenelefe Resort Development, LLC
Schedule of Year End Rate Base As Reported In Annual Report (2017 thru 2021)

	2017	Prior Year Increase	2018	Prior Year Increase	2019	Prior Year Increase	2020	Prior Year Increase	2021	Prior Year Increase
Utility Plant In Service	3,073,608	7,285	3,104,192	30,584	3,104,192	-	3,111,269	7,077	3,148,633	37,364
Accumulated Depreciation	(2,450,752)	(59,952)	(2,511,171)	(60,419)	(2,584,456)	(73,285)	(2,651,215)	(66,759)	(2,707,352)	(56,137)
Contributions In Aid Construction	(2,302,685)	-	(2,302,685)	-	(2,302,685)	-	(2,302,685)	-	(2,302,685)	-
Accumulated Amortization of CIAC	1,842,376	50,199	1,892,344	49,968	1,953,135	60,791	2,008,400	55,265	2,054,223	45,823
Working Capital	35,061	(214)	40,618	5,557	43,264	2,646	47,593	4,329	65,884	18,291
Net Rate Base - Water	197,608	(2,682)	223,298	25,690	213,450	(9,848)	213,362	(88)	258,703	45,341
Utility Plant In Service	3,151,543	63,135	3,173,742	22,199	3,250,385	76,643	3,276,527	26,142	3,320,041	43,514
Accumulated Depreciation	(2,786,323)	(39,652)	(2,832,019)	(45,696)	(2,880,167)	(48,148)	(2,934,471)	(54,304)	(3,001,949)	(67,478)
Contributions In Aid Construction	(1,051,361)	-	(1,051,361)	-	(1,051,361)	-	(1,051,361)	-	(1,051,361)	-
Accumulated Amortization of CIAC	732,395	13,773	748,902	16,507	765,408	16,506	783,491	18,083	805,675	22,184
Working Capital	35,826	3,315	40,961	5,135	43,601	2,640	42,311	(1,290)	29,567	(12,744)
Net Rate Base - Sewer	82,080	40,571	80,225	(1,855)	127,866	47,641	116,497	(11,369)	101,973	(14,524)

EXHIBIT E

Water and Wastewater Tariffs

WATER TARIFF

NC REAL ESTATE PROJECTS, LLC D/B/A GRENELEFE UTILITY
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS-2021-0079

FREDERICK SCOTT
HOUSE
ISSUING OFFICER
MANAGING MEMBER
TITLE

WATER TARIFF

NC REAL ESTATE PROJECTS, LLC D/B/A GRENELEFE UTILITY
NAME OF COMPANY

3425 Turnberry Drive

Lakeland, Florida 33803
(ADDRESS OF COMPANY)

(863) 422-7511 Ex. 3
(ADDRESS OF COMPANY)

(407) 351-3350
(Business & Emergency Telephone Number)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WS-15-0116

FREDERICK
SCOTT HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

WATER 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.....	19.0
Standard Forms.....	22.0
Technical Terms and Abbreviations	5.0
Territory Authority.....	3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 589-W

COUNTY – Polk

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-97-1546-FOF-WS	12/09/1997	961006-WS	Grandfather Certificate
PSC-05-0142-PAA-WS	02/07/2005	030123-WS	Transfer of Majority Organizational Control

WS-15-0116

FREDERICK
SCOTT HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

DESCRIPTION OF TERRITORY SERVED

The following areas in Range 28 East, Township 28 South, Sections 5, 6, 7 and 8, Polk County, Florida;

The South ½ of Section 6;
The North ½ of Section 7; and

In Sections 7 and 8 described as follows:

The Point of Beginning (POB) identified as the center of Section 7; from the POB run N 89°42'32" E a distance of 2,599.05 feet; to the NW corner of Section 8; thence N 89°50'22" E a distance of 1,320.00 feet; thence South a distance of 1,317.85 feet more or less; thence S 03°59'01" E a distance of 827.42 feet; thence N 89°54'04" W a distance of 1,378.88 feet; to the East line of Section 7; thence S 89°26'13" W a distance of 2,574.02 feet; thence N 00°37'09" W a distance of 2,152.99 feet; to the POB; and

In Section 5 described as follows:

Begin at the SW corner of Section 5, Range 28 E, Township 28 S; run N 00°13'39" E a distance of 2,641.87 feet to the POB; from the POB run N 00°05'32" W a distance of 660.00 feet; thence N 89°49'05" E a distance of 1,600 feet more or less; thence Southerly along the waters edge of Lake Polk a distance of 688 feet more or less; thence S 89°50'03" W a distance of 1,407 feet more or less to the POB; and

In Section 5 described as follows:

From the SW corner of Section 5, Range 28 E, Township 28 S, also the POB; run N 00°13'39" E a distance of 2,641.87 feet; thence N 89°49'05" W a distance of 971.87 feet; thence S 00°43'25" E a distance of 2,642.27 feet; thence S 89°50'03" W a distance of 994.74 feet to the POB; and

In Section 8 described as follows:

From the NW corner of Section 8, Range 28 E, Township 28 S, also the POB; run N 89°50'03" E a distance a 994.74 feet; thence S 00°02'32" W a distance of 2,634.51 feet; thence S 89°50'22" W a distance of 1,000.27 feet; thence N 00°09'45" E a distance of 2,634.45 feet to the POB.

WS-15-0116

FREDERICK
SCOTT HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u> Polk	<u>Development</u> <u>Name</u>	<u>Rate Schedule(s)</u> <u>Available</u> GS, RS	<u>Sheets No.</u> 12.0, 13.0
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WS-15-0116

FREDERICK
SCOTT HOUSE
ISSUING OFFICER

MANAGING MEMBER
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 water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is NC REAL ESTATE PROJECTS, LLC D/B/A GRENELEFE UTILITY
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 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.

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number</u>	<u>Rule Number:</u>
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Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills.....	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
General Information.....	7.0	1.0
Inspection of Customer's Installation.....	9.0	13.0
Limitation of Use.....	8.0	10.0
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Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Tariff Dispute	7.0	2.0
Termination of Service	9.0	17.0
Type and Maintenance.....	7.0	7.0
Unauthorized Connections – Water	10.0	19.0

WS-15-0116

FREDERICK
SCOTT HOUSE
ISSUING OFFICER

MANAGING MEMBER
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 water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

(Continued from Sheet No. 7.0)

- 9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

(Continued from Sheet No. 8.0)

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to bypass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits.....	14.0
General Service, GS.....	12.0
Held for Future Use.....	13.1 – 13.2
Meter Test Deposit.....	15.0
Miscellaneous Service Charges.....	16.0
Residential Service, RS.....	13.0

GENERAL SERVICE

RATE SCHEDULE (GS)

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 6.43
3/4"	\$ 9.65
1"	\$ 16.08
1 1/2"	\$ 32.15
2"	\$ 51.44
3"	\$ 102.88
4"	\$ 160.75
6"	\$ 321.50
Charge per 1,000 gallons	\$ 1.97

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

EFFECTIVE DATE - September 28, 2022
TYPE OF FILING - Joint Application for Authority to Transfer the Assets

WS-2021-0079

FREDERICK SCOTT
HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

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

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

BILLING PERIOD – Monthly

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 6.43
3/4"	\$ 9.65
1"	\$ 16.08
1 1/2"	\$ 32.15
2"	\$ 51.44
3"	\$ 102.88
4"	\$ 160.75
6"	\$ 321.50
Charge per 0 – 5,000 gallons	\$ 1.42
5,001 – 10,000 gallons	\$ 1.78
10,001 – 15,000 gallons	\$ 2.66
Over 15,000 gallons	\$ 3.54

MINIMUM CHARGE – Base Facility Charge

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

EFFECTIVE DATE – September 28, 2022

TYPE OF FILING – Joint Application for Authority to Transfer the Assets

WS-2021-0079

FREDERICK SCOTT
HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

HELD FOR FUTURE USE

WS-2018-0084

FREDERICK SCOTT
HOUSE
ISSUING OFFICER
MANAGING MEMBER
TITLE

HELD FOR FUTURE USE

WS-2018-0084

FREDERICK SCOTT
HOUSE
ISSUING OFFICER
MANAGING MEMBER
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>Potable Water</u>	
	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$19.80	2x Average Estimated Monthly Bill

	<u>Non-Potable Water</u>	
	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$ 16.48	2x Average Estimated Monthly Bill
1"	\$100.46	2x Average Estimated Monthly Bill
1 1/2"	\$110.38	2x Average Estimated Monthly Bill
2"	\$224.90	2x Average Estimated Monthly 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 – September 28, 2022

TYPE OF FILING – Joint Application for Authority to Transfer the Assets

WS-15-0116

FREDERICK SCOTT
HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

LATE PAYMENT CHARGE – This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to Rule 25-30.335(4), F.A.C.

NSF CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$21.00	\$42.00
Normal Reconnection Charge	\$21.00	\$42.00
Violation Reconnection Charge	\$21.00	\$42.00
Premises Visit Charge (in lieu of disconnection)	\$21.00	\$42.00
Late Payment Charge		\$5.25
NSF Check Charge	Pursuant to Section 68.065, F.S.	

EFFECTIVE DATE – September 28, 2022

TYPE OF FILING – Joint Application for Authority to Transfer the Assets

WS-2018-0084

 FREDERICK SCOTT
 HOUSE
 ISSUING OFFICER

MANAGING MEMBER
 TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges.....	19.0
Service Availability Policy.....	18.0

SERVICE AVAILABILITY POLICY

The water distribution service is currently in place to serve all lots within the service area. New connections shall pay the approved meter installation charge at the time service is requested. It shall be the customer's responsibility to connect its service lateral to the water meter.

SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
<u>Meter Installation Charge</u>	
5/8" x 3/4"	\$65.00
1"	Actual Cost
1 1/2"	Actual Cost
2"	Actual Cost
Service Line Extension and Tap-In	Actual Cost

EFFECTIVE DATE – September 28, 2022

TYPE OF FILING – Joint Application for Authority to Transfer the Assets

WS-15-0116

FREDERICK SCOTT
HOUSE
ISSUING OFFICER
MANAGING MEMBER
TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE	21.0
COPY OF CUSTOMER'S BILL	22.0

APPLICATION FOR WASTEWATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water ___ Wastewater ___ Both ___

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 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 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 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 service will be rendered - Monthly, Bimonthly, or Quarterly - 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 wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within 3 days prior to the date the Customer desires to terminate service.

Signature

Date

COPY OF CUSTOMER'S BILL

From:
 Grenelefe Resort Utility, Inc.
 P.O. Box 158
 Haines City, FL 33844

Grenelefe Resort Utility, Inc.
 5019 Camelot Drive
 Haines City, FL 33844
 Phone: 888-422-7511 x 3013
 Email: Grenelefe_Utilities@wgrresorts.com

To:

RASEM DAVID GHANNAM
 1 ROBYN LN
 HAINES CITY, FL 33844

Service Address:
 1 ROBYN

Account Number	1800
Service Id	1 ROBYN
Bill Date	08/31/2018
Due Date	09/30/2018
Total Amount Due	21.94
After Due Date	27.19

Payments received after 12pm are posted the next business day. Send payments early to avoid late fees.
 ***save papers stamps, set up for auto-pay, call our office @

Account Activity Summary	
PREVIOUS BALANCE	-4.04

Service Days

07/31/2018 to 08/31/2018

Water Bill

BALANCE FORWARD	-4.04
CURRENT CHARGES	25.98
TOTAL AMOUNT DUE	21.94

Detailed Breakdown of Current Charges

Description	Prior Read	Current Read	Usage	Charge
WATER USAGE	1114740	1117250	2490	\$ 3.48
WATER BASE				\$ 0.28
SEWER			2490	\$ 8.47
SEWER BASE				\$ 8.83
TAXES				\$ 0.00
TOTAL CURRENT CHARGES				\$ 20.99

Please Detach and Retain Stub with Payment

Customer
 RASEM DAVID GHANNAM
 Service Address:
 1 ROBYN

Remit Payment To:
 Grenelefe Resort Utility, Inc.
 P.O. Box 158
 Haines City, FL 33845

Account Number	1800
Service Id	1 ROBYN
Bill Date	08/31/2018
Due Date	09/30/2018
Total Amount Due	21.94
After Due Date	27.19
Amount Enclosed	\$

FREDERICK SCOTT
 HOUSE
 ISSUING OFFICER

MANAGING MEMBER
 TITLE

WASTEWATER TARIFF

NC REAL ESTATE PROJECTS, LLC D/B/A GRENELEFE UTILITY
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

NC REAL ESTATE PROJECTS, LLC D/B/A GRENELEFE UTILITY
NAME OF COMPANY

3425 Turnberry Drive

Lakeland, Florida 33803
(ADDRESS OF COMPANY)

(863) 422-7511 Ex. 3
(Business & Emergency Telephone Number)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WS-15-0116

FREDERICK SCOTT
HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

WASTEWATER TARIFF

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Description of Territory Served	3.1
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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

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 507-S

COUNTY – Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-97-1546-FOF-WS	12/09/1997	961006-WS	Grandfather Certificate
PSC-05-0142-PAA-WS	02/02/2005	030123-WS	Transfer of Majority Organizational Control

WS-15-0116

FREDERICK SCOTT
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DESCRIPTION OF TERRITORY SERVED

The following areas in Range 28 East, Township 28 South, Sections 5, 6, 7 and 8, Polk County, Florida;

The South ½ of Section 6;
The North ½ of Section 7; and

In Sections 7 and 8 described as follows:

The Point of Beginning (POB) identified as the center of Section 7; from the POB run N 89°42'32" E a distance of 2,599.05 feet; to the NW corner of Section 8; thence N 89°50'22" E a distance of 1,320.00 feet; thence South a distance of 1,317.85 feet more or less; thence S 03°59'01" E a distance of 827.42 feet; thence N 89°54'04" W a distance of 1,378.88 feet; to the East line of Section 7; thence S 89°26'13" W a distance of 2,574.02 feet; thence N 00°37'09" W a distance of 2,152.99 feet; to the POB; and

In Section 5 described as follows:

Begin at the SW corner of Section 5, Range 28 E, Township 28 S; run N 00°13'39" E a distance of 2,641.87 feet to the POB; from the POB run N 00°05'32" W a distance of 660.00 feet; thence N 89°49'05" E a distance of 1,600 feet more or less; thence Southerly along the waters edge of Lake Polk a distance of 688 feet more or less; thence S 89°50'03" W a distance of 1,407 feet more or less to the POB; and

In Section 5 described as follows:

From the SW corner of Section 5, Range 28 E, Township 28 S, also the POB; run N 00°13'39" E a distance of 2,641.87 feet; thence N 89°49'05" W a distance of 971.87 feet; thence S 00°43'25" E a distance of 2,642.27 feet; thence S 89°50'03" W a distance of 994.74 feet to the POB; and

In Section 8 described as follows:

From the NW corner of Section 8, Range 28 E, Township 28 S, also the POB; run N 89°50'03" E a distance a 994.74 feet; thence S 00°02'32"W a distance of 2,634.51 feet; thence S 89°50'22" W a distance of 1,000.27 feet; thence N 00°09'45" E a distance of 2,634.45 feet to the POB.

WS-15-0116

FREDERICK SCOTT
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TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule Available</u>	<u>Sheet No.</u>
Polk		GS, RS	12.0, 13.0

WS-15-0116

FREDERICK SCOTT
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MANAGING MEMBER
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 NC REAL ESTATE PROJECTS, LLC D/B/A GRENELEFE UTILITY
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering wastewater service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 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.

INDEX OF RULES AND REGULATIONS

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WS-15-0116

FREDERICK SCOTT
HOUSE
ISSUING OFFICER

MANAGING MEMBER
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 "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

(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)

(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)

(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.

INDEX OF RATES AND CHARGES SCHEDULES

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

WS-15-0116

FREDERICK SCOTT
HOUSE
ISSUING OFFICER
MANAGING MEMBER
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 9.09
3/4"	\$ 13.64
1"	\$ 22.73
1 1/2"	\$ 45.45
2"	\$ 72.72
3"	\$ 145.44
4"	\$ 227.25
6"	\$ 454.80
Charge per 1,000 gallons	\$ 3.21

- 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 - September 28, 2022
- TYPE OF FILING - Joint Application for Authority to Transfer the Assets

WS-2021-0079

FREDERICK SCOTT
HOUSE
ISSUING OFFICER
MANAGING MEMBER
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 9.09
Charge per 1,000 gallons 8,000 gallon cap	\$ 2.67

- 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 - September 28, 2022
- TYPE OF FILING - Joint Application for Authority to Transfer the Assets

WS-2021-0079

FREDERICK SCOTT
HOUSE
ISSUING OFFICER
MANAGING MEMBER
TITLE

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$26.56	\$26.56
1"	2x Average Estimated Monthly Bill	
Over 1"	2x Average Estimated Monthly 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 - September 28, 2022

TYPE OF FILING - Joint Application for Authority to Transfer the Assets

WS-15-0116

FREDERICK SCOTT
HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

LATE PAYMENT CHARGE – This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to Rule 25-30.335(4), F.A.C.

NSF CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$21.00	\$42.00
Normal Reconnection Charge	\$21.00	\$42.00
Violation Reconnection Charge	Actual Cost	Actual Cost
Premises Visit Charge (in lieu of disconnection)	\$21.00	\$42.00
Late Payment Charge	\$5.25	
NSF Check Charge	Pursuant to Section 68.065, F.S.	

EFFECTIVE DATE - September 28, 2022

TYPE OF FILING - Joint Application for Authority to Transfer the Assets

WS-2018-0084

FREDERICK SCOTT
HOUSE
 ISSUING OFFICER

MANAGING MEMBER
 TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

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

WS-15-0116

FREDERICK SCOTT
HOUSE
ISSUING OFFICER
MANAGING MEMBER
TITLE

SERVICE AVAILABILITY POLICY

The wastewater collection system is currently in place to serve all lots within the service area. It shall be the customer's responsibility to connect its service lateral to the collection system.

WS-15-0116

FREDERICK SCOTT
HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

SERVICE AVAILABILITY CHARGES

N/A

EFFECTIVE DATE - September 28, 2022

TYPE OF FILING - Joint Application for Authority to Transfer the Assets

WS-15-0116

FREDERICK SCOTT
HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

INDEX OF STANDARD FORMS

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

WS-15-0116

FREDERICK SCOTT
HOUSE
ISSUING OFFICER
MANAGING MEMBER
TITLE

APPLICATION FOR WASTEWATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water ___ Wastewater ___ Both ___

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 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 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 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 service will be rendered - Monthly, Bimonthly, or Quarterly - 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 wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within 3 days prior to the date the Customer desires to terminate service.

Signature

Date

COPY OF CUSTOMER'S BILL

From:
Grenelefe Resort Utility, Inc.
P.O. Box 188
Haines City, FL 33845-

Grenelefe Resort Utility, Inc.
5018 Carmelot Drive
Haines City, FL 33844
Phone: 888-422-7811 x 3013
Email: Grenelefe_Utilities@wgrresorts.com

To:

RASEM DAVID GHANNAM
1 ROBYN LN
HAINES CITY, FL 33844-

Account Number	1800
Service Id	1 ROBYN
Bill Date	08/31/2018
Due Date	09/30/2018
Total Amount Due	21.84
After Due Date	27.19

Service Address:
1 ROBYN

Payments received after 12pm are posted the next business day. Send payments early to avoid late fees.

Save paper & stamps, set up for auto-pay, call our office @

Account Activity Summary

PREVIOUS BALANCE -4.04

Service Days

07/31/2018 to 08/31/2018

Water Bill

BALANCE FORWARD -4.04
CURRENT CHARGES 25.88
TOTAL AMOUNT DUE 21.84

Detailed Breakdown of Current Charges

Description	Prior Read	Current Read	Usage	Charges
WATER USAGE	1114740	1117230	2490	\$ 3.46
WATER BASE				\$ 6.25
SEWER			2400	\$ 6.47
SEWER BASE				\$ 8.63
TAXES				\$ 0.60
TOTAL CURRENT CHARGES				\$ 25.88

Please Detach and Remit Stub with Payment

Customer
RASEM DAVID GHANNAM
Service Address:
1 ROBYN

Account Number	1800
Service Id	1 ROBYN
Bill Date	08/31/2018
Due Date	09/30/2018
Total Amount Due	21.84
After Due Date	27.19
Amount Enclosed	\$

Remit Payment To:
Grenelefe Resort Utility, Inc.
P.O. Box 188
Haines City, FL 33845-

WS-2018-0084

FREDERICK SCOTT
HOUSE
ISSUING OFFICER

MANAGING MEMBER
TITLE

EXHIBIT F

Certificates 589-W and 507-S

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORDER NO. PSC-97-1546-FOF-WS
DOCKET NO. 961006-WS
PAGE 2

In re: Application for certificates under grandfather rights to provide water and wastewater service by Sports Shinko Utility, Inc. d/b/a Grenelefe Utilities in Polk County.

DOCKET NO. 961006-WS
ORDER NO. PSC-97-1546-FOF-WS
ISSUED: December 9, 1997

Background

On May 14, 1996, the Board of County Commissioners of Polk County (County Commission, Polk County or County) adopted a resolution pursuant to Section 367.171, Florida Statutes, declaring the privately-owned water and wastewater utilities in that County subject to the provisions of Chapter 367, Florida Statutes. This Commission acknowledged the County's resolution by Order No. PSC-96-0896-FOF-WS, issued July 11, 1996, in Docket No. 960674-WS.

By letter dated July 30, 1996, Grenelefe was advised of the Commission's jurisdiction and the utility's responsibility to obtain a certificate. On August 30, 1996, Grenelefe filed an application for grandfather certificates to provide water and wastewater service in Polk County in accordance with Section 367.171(2)(b), Florida Statutes.

Subsequently, the County Commission requested the right to complete a hearing with respect to new rates for Grenelefe which was initiated prior to the transfer of jurisdiction to this Commission. This rate proceeding originated from a mandate by the Southwest Florida Water Management District (SWFWMD) to Grenelefe to install meters for all water usage. This included water used for domestic use, as well as for irrigation. Grenelefe has both potable and non-potable water sources available for use to provide irrigation service; therefore, meters were installed to measure both sources.

On July 2, 1996, the County Commission approved monthly rates using the base facility and gallonage charge rate structure. The County Commission also approved an irrigation rate, which Grenelefe has been charging all irrigation sources since September 1, 1996.

The utility originally began providing service in 1977 to water and wastewater customers in Polk County, Florida. Sports Shinko Utility, Inc. d/b/a Grenelefe Utilities (Grenelefe or utility) acquired the company in 1987. The utility currently provides water service to 646 residential customers and 102 general service customers. Grenelefe also provides wastewater service to 634 residential customers, but no commercial customers at this time. According to the utility's 1996 annual report, the utility had operating revenues of \$366,000 and \$210,000 for its water and

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

ORDER GRANTING GRANDFATHER CERTIFICATES, SETTING RATES AND CHARGES, AND FINDING NO SHOW CAUSE PROCEEDING REQUIRED

AND

NOTICE OF PROPOSED AGENCY ACTION
ORDER REQUIRING REFUND OF NON-POTABLE WATER IRRIGATION REVENUES,
APPROVING NON-POTABLE WATER IRRIGATION RATE, AND REQUIRING FILING
OF TARIFF SHEET REFLECTING METER INSTALLATION AND
SERVICE AVAILABILITY CHARGES

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein requiring a refund of non-potable water irrigation revenues, approving a non-potable water irrigation rate, and requiring the filing of a tariff sheet reflecting meter installation and service availability charges is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

DOCUMENT NUMBER-DATE

12563 DEC-97

FPSC-RECORDS/REPORTING

wastewater systems, respectively. Additionally, the utility had a net operating income of \$91,000 for its water system and a net operating loss of \$42,000 for its wastewater system.

Application

As stated earlier, on August 30, 1996, Grenelefe filed its application for grandfather certificates to provide water and wastewater service in Polk County. The utility's application is in compliance with the governing statute, Section 367.171, Florida Statutes, and other pertinent statutes and administrative rules concerning an application for a grandfather certificate. The statutes and rules do not require noticing for grandfather certificate applications. The application contains a check in the amount of \$2,750.00, which is the correct filing fee pursuant to Rule 25-30.020, Florida Administrative Code. The applicant has provided a warranty deed as evidence that the utility owns the land upon which the utility's facilities are located as required by Rule 25-30.035(6), Florida Administrative Code. The utility has also filed its annual report and paid regulatory assessment fees for 1996.

Adequate service territory and system maps and a territory description have been provided as prescribed by Rule 25-30.035(9), (10), and (11), Florida Administrative Code. A description of the territory requested by the utility is shown in Attachment A of this Order, which by reference is incorporated herein.

Based on the foregoing, we find it appropriate to grant Grenelefe Certificates Nos. 589-W and 507-S to serve the territory described in Attachment A of this Order.

Rates and Charges

As mentioned previously, the County requested that it be allowed to complete a rate case proceeding that was initiated prior to its decision to transfer jurisdiction to this Commission, and on July 2, 1996, the County approved Grenelefe's most recent rates and charges.

The following rates reflect the rates approved by the County. We find these rates and charges to be reasonable, and they are

approved. We have included the rate approved by the County for irrigation and have identified it as potable water even though the utility did not specify this in its tariff. The continued use of this rate when using non-potable irrigation water is addressed subsequently in this Order.

WATER

General Service & Multi-family

<u>Base Facility Charge</u>		
5/8" x 3/4"		\$ 5.50
1"		\$ 13.75
1-1/2"		\$ 27.50
2"		\$ 44.00
3"		\$ 88.00
4"		\$137.50
6"		\$275.00
<u>Gallonge Charge</u>		\$.72
(per 1,000 gallons)		

Residential Service

<u>Base Facility Charge</u>		
5/8" x 3/4"		\$ 5.50
1"		\$ 13.75
1-1/2"		\$ 27.50
<u>Gallonge Charge</u>	(0 - 10,000 gallons)	\$.72
(per 1,000 gallons)	(10,000 - 35,000)	\$ 1.44
	(35,000+)	\$ 2.16

Irrigation Service - Potable Water

<u>Base Facility Charge</u>		
All Meter Sizes		\$ 5.50
<u>Gallonge Charge</u>	(0 - 25,000 gallons)	\$ 1.44
(per 1,000 gallons)	(25,000+)	\$ 2.16

WASTEWATER

General Service & Multi-family

Base Facility Charge

5/8" x 3/4"	\$ 7.70
1"	\$ 14.25
1-1/2"	\$ 38.50
2"	\$ 61.60
3"	\$123.20
4"	\$192.50
6"	\$385.00

<u>Gallage Charge</u> (per 1,000 gallons)	\$ 1.04
--	---------

Residential Service

Base Facility Charge

5/8" x 3/4"	\$ 7.70
1"	\$ 7.70
1-1/2"	\$ 7.70

<u>Gallage Charge</u> (per 1,000 gallons)	\$ 1.04
--	---------

Meter Test Charges

<u>Meter Size</u>	
5/8" and 3/4"	\$ 20.00
1" and 1-1/2"	\$ 25.00
2" and greater	Actual Cost

Miscellaneous Service Charges

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ 15.00
Premises Visit Fee	\$ 10.00

Service Availability Charges

Service Line Extension and Tap	Actual Cost
Meter Installation Charge (5/8" x 3/4")	\$ 65.00
Meter Installation Charge (over 5/8" x 3/4")	Actual Cost

Customer Deposits

No deposits required.

The utility has filed a tariff reflecting the rates and charges approved herein, with the exception of the irrigation rate. Accordingly, Grenelefe shall file a tariff sheet that separately identifies the irrigation rate. The other tariff sheets are approved as submitted. Grenelefe shall continue to charge these rates and charges until authorized to change by the Commission. The tariff shall be effective for service rendered or connections made on or after the stamped approval date on the tariff sheets.

Show Cause

As stated earlier, on May 14, 1996, the County Commission adopted a resolution pursuant to Section 367.171, Florida Statutes, declaring the privately-owned water and wastewater utilities in Polk County subject to the provisions of Chapter 367, Florida Statutes. On September 1, 1996, Grenelefe began charging rates for non-potable irrigation service. However, these rates had not been approved by either this Commission or the County Commission.

Section 367.081(1), Florida Statutes, provides that a utility may only charge rates and charges that have been approved by the Commission. Section 367.091(3), Florida Statutes, states that "[a] utility may only impose and collect those rates and charges

approved by the commission for the particular class of service involved." Section 367.161(1), Florida Statutes, authorizes this Commission to assess a penalty of not more than \$5,000 for each offense, if a utility is found to have knowingly refused to comply with, or to have willfully violated, any provision of Chapter 367, Florida Statutes, or any lawful rule or order of the Commission.

Utilities are charged with the knowledge of the Commission's rules and statutes. Additionally, "[i]t is a common maxim, familiar to all minds that 'ignorance of the law' will not excuse any person, either civilly or criminally." Barlow v. United States, 32 U.S. 404, 411 (1833). Thus, any intentional act, such as the utility's failure to comply with Chapter 367, Florida Statutes, would meet the standard for a "willful violation." In Order No. 24306, issued April 1, 1991, in Docket No. 890216-TL titled In Re: Investigation Into The Proper Application of Rule 25-14.003, F.A.C., Relating To Tax Savings Refund for 1988 and 1989 For GTE Florida, Inc., the Commission, having found that the company had not intended to violate the rule, nevertheless found it appropriate to order it to show cause why it should not be fined, stating that "'willful' implies an intent to do an act, and this is distinct from an intent to violate a statute or rule." Id. at 6.

Failure to obtain the approval of the Commission prior to charging rates for non-potable irrigation service is an apparent violation of Sections 367.081(1) and 367.091(3), Florida Statutes. However, we believe that the circumstances of this case mitigate the necessity of a show cause proceeding at this time. As mentioned previously, in May, 1993, Grenelefe was ordered by the SWFWMD to install meters on all service connections, which included water for domestic use and all types of irrigation. This was accomplished by the utility by May 15, 1995. Grenelefe then applied to the County at that time for approval of rates, but the County did not accept the application and requested that Grenelefe obtain one year's usage data before reapplying to the County. Grenelefe contracted with a second consulting firm, obtained the information, and resubmitted to the County in May, 1996 for approval of monthly service and irrigation rates.

On July 2, 1996, the County Commission approved monthly service rates using the base facility and gallonage rate structure, as well as a rate for irrigation service. Subsequently, Grenelefe

asked for clarification of the County's vote with respect to application of the irrigation rate to non-potable water. In an August 19, 1996 letter, the County Commission staff stated, "the rates approved by the Commission for Grenelefe on July 2, 1996 were for potable water only." This letter also suggested that the utility should contact this Commission with respect to setting rates for non-potable water since the Commission had officially assumed jurisdiction May 14, 1996. On September 1, 1996, Grenelefe inappropriately started billing customers the new metered rates, including all irrigation customers using either potable or non-potable water.

As stated previously, we believe that the circumstances of this case mitigate the necessity of a show cause proceeding at this time. In a subsequent discussion in this Order, we require the utility to refund the revenues collected from the non-potable water irrigation rates. Furthermore, utility personnel have been extremely cooperative with our staff in the course of obtaining all the additional information to fully understand the history of the rate and develop an alternate non-potable water irrigation rate. Therefore, based on the foregoing, we do not find it appropriate to order Grenelefe to show cause why it should not be fined for violation of Sections 367.081(1) and 367.091(3), Florida Statutes. Our finding in this matter is consistent with Order No. PSC-93-0229-FOF-WS, issued February 10, 1993, in Docket No. 921098-WS, In Re: Application for Certificates to Provide Water and Wastewater Service in Alachua County under Grandfather Rights by Turkey Creek, Inc. & Family Diner, Inc. d/b/a Turkey Creek Utilities, wherein we did not show cause the utility, but instead required refunds of unauthorized rate increases imposed by the utility after this Commission obtained jurisdiction.

Refund of Non-potable Water Irrigation Revenues

The rates that Grenelefe began charging for non-potable water irrigation service on September 1, 1996 were identical to the rates approved for potable water irrigation service by Polk County on July 2, 1996. Although the utility was mandated by the SWFWMD to implement metered irrigation service, application of the rate to non-potable water irrigation service was never officially approved by either the County or this Commission.

For informational purposes, we requested that the utility provide an estimate of the revenue received from the non-potable water irrigation service. From October 1996 through May 1997, the utility billed 179 customers, receiving \$39,152 from base facility charges and \$102,902 from gallonage charges. It is our understanding that the utility has continued to charge the rate; therefore, these amounts will be larger at this time.

As stated earlier, our decision herein is consistent with the Turkey Creek Order where refunds were required when the utility imposed unauthorized rate increases after the Commission obtained jurisdiction. Order No. PSC-93-0229-FOF-WS.

While we appreciate that the utility has been under a mandate by SWFWMD to charge for non-potable irrigation, we do not believe the utility should be allowed to retain revenues collected as a result of the utility's implementation of an unauthorized rate. Therefore, we find it appropriate to require Grenelefe to refund the revenues collected from the unauthorized rate.

Accordingly, Grenelefe shall refund the revenues collected from the non-potable water irrigation rates from September 1, 1996 to date. The refund, with interest, shall be implemented pursuant to Rule 25-30.360, Florida Administrative Code. The refund shall be calculated on a per customer basis and implemented within 90 days of the date of this Order. The utility shall file refund reports consistent with the rule. All unclaimed amounts shall be treated as cash contributions-in-aid-of-construction pursuant to Rule 25-30.360(8), Florida Administrative Code.

Non-potable Water Irrigation Rate

Prior to Commission regulation, Grenelefe included at no extra charge lawn irrigation service as a component of its water and wastewater service which was billed at a flat rate. In May 1993, the SWFWMD issued a consent order requiring Grenelefe to install meters for all water usage, including all types of irrigation, in an effort to promote water conservation. Grenelefe contracted with consultants to assist in developing interim and permanent rates, and a schedule of installing meters. The rates were designed to be revenue neutral to the utility.

Grenelefe completed the meter installation program in May of 1995, installing meters on all customer connections, and in addition, 110 connections using potable water and 192 connections using non-potable water for irrigation. As explained previously, the County did not accept the utility's initial application for approval of monthly service and irrigation rates and requested that Grenelefe obtain one year's usage data before reapplying to the County, which Grenelefe did.

After transferring jurisdiction to this Commission, the County completed the pending rate case proceeding on July 2, 1996 and approved monthly rates based on the base facility and gallonage charge rate structure, with an inclining block gallonage rate. The County Commission also approved an irrigation rate comprised of the same base facility charge as the monthly water rate and gallonage rates that included the upper two tiers of the monthly water rate. These are the rates that Grenelefe has been charging all irrigation customers.

As discussed previously, correspondence after the County Commission vote clarified that the County Commission had approved this irrigation rate for application to potable irrigation water. The County stated that it did not regulate non-potable water and suggested the utility pursue this with this Commission.

We have considered several tactics with respect to addressing the issue of whether a rate should be set for non-potable water used for irrigation purposes in the context of this grandfather application. Normally this issue would be considered beyond the scope of the grandfather certificate process because traditionally utilities are only allowed to file the rates in effect at the time of the transfer which have either been codified by the County or are verified through company billing data. Anything requested by the utility outside the scope of these parameters is not subject to Commission approval as a final agency action through a grandfather proceeding.

However, this case presents an unusual dilemma because the utility specifically received a mandate from the SWFWMD to meter and bill for all irrigation water, which includes both potable and non-potable water. The utility has already been fined by the District for not installing irrigation meters in a timely fashion.

Because the County approved an irrigation rate only for potable water, we are faced with the decision of whether or not to consider what is essentially a new class of service in this grandfather application.

Because it is in the utility's best interests, we believe the review process in this case should be extended beyond the usual parameters of a grandfather application. The longer the utility remains without an approved rate, the greater its revenue losses. Because this issue goes beyond what is contemplated in the grandfather statute, this issue shall be a proposed agency action.

As this issue developed, the Grenelefe Association of Condominium Owners expressed various concerns about any consideration of a rate for non-potable irrigation water. These customers allege that any rate would be double-billing customers, because the county rate case included all the expenses related to irrigation and was intended to generate a revenue neutral effect in going from a flat, unmetered environment to a metered base facility and gallonage charge rate structure. Secondly, the customers believe that information filed by the utility to identify capital costs related to non-potable service is overstated, which necessitates further discovery.

We specifically took these concerns into account during the collection of additional data. We requested that the utility contact the consultant used by the County in developing the County's approved rates to obtain various supporting workpapers. Additionally, we requested that the utility provide information regarding the plant, bills, gallons, and expenses that are associated exclusively with the provision of non-potable water irrigation service. The information provided does not provide the level of detail that is necessary for us to determine with certainty if the County's calculations excluded all of the non-potable plant items identified by the utility. However, it appears that the County's rate calculation did not include the non-potable water bills, gallons, or expenses identified by the utility.

This Commission has recognized the provision of irrigation with non-potable water in other cases such as East Central Florida Services, Inc. and recently Braden River Utilities, Inc., which provided strictly non-potable irrigation service. Typically, non-

potable water rates are calculated using the same methodology that is used to calculate potable water rates, including consideration of rate base, depreciation expense, amortization expense, and operating income. However, we believe that a more comprehensive review, such as would be conducted in a rate proceeding, is necessary to accurately determine if any of the non-potable plant and expense items were included in the County's potable water rate calculation.

Therefore, we believe that at this time it is more prudent to only use the items that we feel confident were not included in the County's potable water rate calculation to calculate a non-potable rate. The result is that our approved rate will only recover that portion of the utility's salaries, payroll taxes, purchased power, and allowance for regulatory assessment fees that is associated with the provision of non-potable water service. The rate does not include a return on the utility's investment in the non-potable plant. This is not our preferred methodology, but given the limited information that is available and the utility's immediate need for a non-potable water rate, we believe that this "minimalist" approach is the most reasonable solution at this time.

The following are the approved rates for irrigation service with non-potable water:

Irrigation Service - Non-Potable Water

<u>Base Facility Charge</u>	
5/8" x 3/4"	\$ 2.83
1"	\$ 7.07
1-1/2"	\$ 14.15
2"	\$ 22.64
3"	\$ 45.28
4"	\$ 70.75
6"	\$141.49
<u>Gallonage Charge</u>	\$.61
(per 1,000 gallons)	

The utility shall file a tariff sheet reflecting the above rates. The tariff shall be effective for service rendered on or

after the stamped approval date on the tariff if no timely protest is filed by a substantially affected person.

Meter Installation and Service Availability Charges

Commission practice with respect to applicable charges on a separate meter used for potable water irrigation is to charge the base facility and gallonage charge associated with the meter size, a meter installation charge and an additional service availability charge since these meters are placing a separate demand on the potable water treatment facility. These additional charges were not billed by the utility because the SWFWMD mandated their installation, not because they were voluntarily requested by the customer.

However, we are concerned with the utility being appropriately compensated in the future if additional customers request irrigation service using potable water. The utility is at risk of having these charges imputed at the time of filing for a rate increase if the charges are not properly identified in the tariff and applied by the utility. Therefore, the utility shall file a revised tariff sheet indicating the applicability of these charges for that particular service in the future. This tariff shall be effective for connections made on or after the stamped approval date on the tariff sheet.

Closing of Docket

Upon expiration of the protest period, if a timely protest is not received from a substantially affected person, upon receipt and staff's approval of the revised tariff sheets and refund reports as required by Rule 25-30.360, Florida Administrative Code, this docket shall be closed.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Sports Shinko Utility, Inc. d/b/a Grenelefe Utilities in Polk County is hereby granted Certificates Nos. 589-W and 507-S to serve the territory described in Attachment A of this Order. It is further

ORDERED that the rates and charges set forth in the body of this Order are hereby approved. Sports Shinko Utility, Inc. d/b/a Grenelefe Utilities shall charge these rates and charges until authorized to change by this Commission. It is further

ORDERED that Sports Shinko Utility, Inc. d/b/a Grenelefe Utilities shall file tariff sheets which separately identify the potable water irrigation rate, indicate the applicability of meter installation and service availability charges, and reflect the non-potable water irrigation rate approved herein. It is further

ORDERED that the rates and charges approved herein shall be effective for service rendered or connections made on or after the stamped approval date on the tariff sheets. It is further

ORDERED that Sports Shinko Utility, Inc. d/b/a Grenelefe Utilities shall refund revenues collected from non-potable water irrigation rates since September 1, 1996. It is further

ORDERED that the refund, with interest, shall be implemented pursuant to Rule 25-30.360, Florida Administrative Code, on a per customer basis within 90 days of the date of this Order. It is further

ORDERED that Sports Shinko Utility, Inc. d/b/a Grenelefe Utilities shall file refund reports consistent with Rule 25-30.360, Florida Administrative Code. It is further

ORDERED that Sports Shinko Utility, Inc. d/b/a Grenelefe Utilities shall not be required to show cause why it should not be fined for violation of Sections 367.081(1) and 367.091(3), Florida Statutes. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 25-22.036, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that upon expiration of the protest period, if a timely protest is not received from a substantially affected person and upon receipt and staff's approval of the revised tariff sheets and refund reports as required by Rule 25-30.360, Florida Administrative Code, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 9th day of December, 1997.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

BLR

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

As identified in the body of this order, our action requiring a refund of non-potable water irrigation revenues, approving a non-potable water irrigation rate, and requiring the filing of a tariff sheet reflecting meter installation and service availability charges is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on December 30, 1997. If such a petition is filed, mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing. In the absence of such a petition, this order shall become effective on the date subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If the relevant portion of this order becomes final and effective on the date described above, any party adversely affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater

utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

Any party adversely affected by the Commission's final action in this matter may request: (1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-13.060, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

ATTACHMENT A

SPORTS SHINKO UTILITY, INC. d/b/a GRENELEFE UTILITIES

WATER AND WASTEWATER SERVICE AREA

DESCRIPTION OF TERRITORY SERVED

The following areas in Range 28 East, Township 28 South, Sections 5, 6, 7 and 8, Polk County, Florida;

The South $\frac{1}{2}$ of Section 6;
The North $\frac{1}{2}$ of Section 7; and

In Sections 7 and 8 described as follows:
The Point of Beginning (POB) identified as the center of Section 7; from the POB run N 89°42'32" E a distance of 2,599.05 feet; to the NW corner of Section 8; thence N 89°50'22" E a distance of 1,320.00 feet; thence South a distance of 1,317.85 feet more or less; thence S 03°59'01" E a distance of 827.42 feet; thence N 89°54'04" W a distance of 1,378.88 feet; to the East line of Section 7; thence S 89°26'13" W a distance of 2,574.02 feet; thence N 00°37'09" W a distance of 2,152.99 feet; to the POB; and

In Section 5 described as follows:
Begin at the SW corner of Section 5, Range 28 E, Township 28 S; run N 00°13'39" E a distance of 2,641.87 feet to the POB; from the POB run N 00°05'32" W a distance of 660.00 feet; thence N 89°49'05" E a distance of 1,600 feet more or less; thence Southerly along the waters edge of Lake Marion a distance of 688 feet more or less; thence S 89°50'03" W a distance of 1,407 feet more or less to the POB; and

In Section 5 described as follows:
From the SW corner of Section 5, Range 28 E, Township 28 S, also the POB; run N 00°13'39" E a distance a 2,641.87 feet; thence N 89°49'05" W a distance of 971.87 feet; thence S 00°43'25" E a distance of 2,642.27 feet; thence S 89°50'03" W a distance of 994.74 feet to the POB; and

ORDER NO. PSC-97-1546-FOF-WS
DOCKET NO. 961006-WS
PAGE 19

In Section 8 described as follows:

From the NW corner of Section 8, Range 28 E, Township 28 S, also the POB; run N 89°50'03" E a distance a 994.74 feet; thence S 00°02'32"W a distance of 2,634.51 feet; thence S 89°50'22" W a distance of 1,000.27 feet; thence N 00°09'45" E a distance of 2,634.45 feet to the POB.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORDER NO. PSC-98-0503-PCO-WS
DOCKET NO. 961006-WS
PAGE 2

In re: Application for certificates under grandfather rights to provide water and wastewater service by Sports Shinko Utility, Inc. d/b/a Grenelefe Utilities in Polk County.

DOCKET NO. 961006-WS
ORDER NO. PSC-98-0503-PCO-WS
ISSUED: April 13, 1998

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON
SUSAN F. CLARK
E. LEON JACOBS, JR.

ORDER APPROVING TEMPORARY RATES SUBJECT TO REFUND

BY THE COMMISSION:

On May 14, 1996, the Board of County Commissioners of Polk County (County Commission, Polk County or County) adopted a resolution pursuant to Section 367.171, Florida Statutes, declaring the privately-owned water and wastewater utilities in that County subject to the provisions of Chapter 367, Florida Statutes. This Commission acknowledged the County's resolution by Order No. PSC-96-0896-FOF-WS, issued July 11, 1996, in Docket No. 960674-WS.

This utility system has provided water and wastewater service for customers in Polk County since 1977. In 1987, it was acquired by Sports Shinko Utility, Inc., d/b/a Grenelefe Utilities (Grenelefe or utility). The utility provides water service for about 646 residential customers and 102 general service customers and wastewater service for about 634 residential customers. In 1996, Grenelefe recorded operating revenues of \$366,000 for water service and \$210,000 for wastewater service. Operating income of \$91,000 was reported for water service, while a \$42,000 operating loss was reported for wastewater service.

Grenelefe has been subject to this Commission's jurisdiction since May 14, 1996. By letter dated July 30, 1996, Grenelefe was advised of this Commission's jurisdiction and its obligation to

obtain a certificate. On August 30, 1996, Grenelefe filed an application for a grandfather certificate to provide water and wastewater service in Polk County in accordance with Section 367.171(2)(b), Florida Statutes.

On July 2, 1996, Polk County approved a plan to restructure service rates for this system, a pending matter when this Commission's jurisdiction was first invoked. Previously, Grenelefe collected fixed charges of \$20 for water service and \$15 for wastewater service. However, as directed by the Southwest Florida Water Management District (SWFWMD), Grenelefe installed meters to measure water consumption for domestic and irrigation purposes. Grenelefe has potable and non-potable water sources available for use to provide irrigation service; therefore, meters were installed to measure both sources. The rates approved by Polk County utilized the base facility and gallonage charge rate structure. In particular, Polk County approved an irrigation rate, which the utility has been charging for all irrigation use since September 1, 1996.

On December 9, 1997, by Order No. PSC-97-1546-FOF-WS, we issued Certificates Nos. 589-W and 507-S to Grenelefe and approved rates for its potable water and wastewater systems. In addition, as a proposed agency action, we ordered Grenelefe to refund revenues for non-potable irrigation service because those charges were not approved by Polk County. By proposed agency action we also directed Grenelefe to commence collection of the Commission approved base facility charges and reduced gallonage charges for non-potable irrigation service. Other measures were also required.

On December 30, 1997, Grenelefe timely filed a protest to the proposed agency actions contained in Order No. PSC-97-1546-FOF-WS in the form of a Petition for Formal Proceeding. Grenelefe argues that the non-potable irrigation rate was approved by Polk County, that the refund is inappropriate, and that other elements must be considered when setting non-potable irrigation charges. On January 15, 1998, Grenelefe Association of Condominium Owners No. 1, Inc. (Association) filed a Counter-Petition for Formal Administrative Proceeding. On February 20, 1998, the Association filed an Amended Counter-Petition to clarify that its interests would not be served by imposing a fine on Grenelefe for the utility's collection of non-potable irrigation rates. However, the Association contends that Polk County did not approve non-potable irrigation service

DOCUMENT NO.
04182-98
4-13-98

rates. An administrative hearing on this matter has been scheduled for September 17-18, 1998.

TEMPORARY RATES

Given that one possible outcome of this proceeding may be a finding that Polk County authorized non-potable irrigation rates, Grenelefe will incur an unrecoverable loss of revenues if the utility is not allowed to continue to collect these rates during the pendency of this proceeding. Conversely, the customers must be protected in the event we determine that non-potable rates were not approved by Polk County and that lower rates are appropriate. In addition, Grenelefe is operating under a mandate by the SWFWMD to meter all service connections, which includes water for domestic use and all types of irrigation. To disallow the collection of any non-potable irrigation rates pending the outcome of this proceeding would cause the utility to run afoul of that mandate. Accordingly, we find it both necessary and appropriate to approve the utility's collection of temporary rates during the pendency of this proceeding.

We have previously addressed similar issues. By Order No. PSC-93-1090-FOF-WS, issued July 27, 1993, in Docket No. 921098-WS, In Re: Application for Certificates to Provide Water and Wastewater Service in Alachua County under Grandfather Rights by Turkey Creek, Inc. & Family Diner, Inc. d/b/a/ Turkey Creek Utilities, we allowed Turkey Creek to continue collecting its current charges pending a final decision on the appropriate amount of the charges, but ordered the utility to hold the difference between its current charges and the PAA charges subject to refund. By Order No. PSC-95-0624-FOF-WU, issued May 22, 1995, in Docket No. 930892-WU, In Re: Application for Amendment of Certificate No. 488-W in Marion County by Venture Associates Utilities Corp., we authorized the utility to collect the previously approved PAA rates and charges as temporary rates, subject to refund, with interest, pending the final outcome of the proceeding.

While Turkey Creek was only required to hold the difference between its current charges and the PAA charges subject to refund and Venture was required only to hold the PAA rates and charges subject to refund, we find it appropriate to require Grenelefe to hold the entire amount collected under its current rates subject to refund. We make this finding because the PAA rate we previously approved in this docket was based on information which did not

provide the level of detail necessary for us to determine with certainty if any of the non-potable plant and expense items were included in the County's potable water rate calculation. Given the limited information which was then available for review and the utility's need for a non-potable water rate, we adopted a "minimalist" approach as the most reasonable solution at that time in calculating the PAA rates and charges and used only those items we felt confident were not included in the County's rate calculation.

The hearing process will provide more extensive data, will allow for a more comprehensive review of the data, and may very well result in the calculation of a non-potable rate which differs from the PAA rate if it is determined that the County did not approve a non-potable rate for Grenelefe. Accordingly, Grenelefe shall be allowed to continue collecting the disputed non-potable irrigation rates as temporary rates pending the outcome of this proceeding; however, the utility shall hold all revenues collected pursuant to the following rates subject to refund with interest:

<u>Base Facility Charge</u>		
All Meter Sizes		\$5.50
<u>Gallage Charge</u>		
(0-25,000 gallons)		\$1.44
(per 1,000 gallons)	(25,000+)	\$2.16

SECURITY FOR REFUND

We have calculated the total amount of potential refunds for this utility system to be \$415,000. This amount is based on collecting unauthorized charges for non-potable irrigation services for a twenty-eight month period including a provision for accrued interest. The contingent refund amount was derived based on reported usage during the eight-month period ended May 31, 1997, annualized to reflect a yearly amount, and carried forward until March 31, 1999, the approximate date used to estimate completion of potential refunds. The security shall be in the form of a letter of credit, bond, or escrow agreement to guarantee the revenues collected subject to refund.

If the security provided is an escrow account, said account shall be established between the utility and an independent financial institution pursuant to a written escrow agreement. The Commission shall be a party to the written escrow agreement and a

signatory to the escrow account. The written escrow agreement shall state the following: That the account is established at the direction of this Commission for the purpose set forth above, that no withdrawals of funds shall occur without the prior approval of the Commission through the Director of the Division of Records and Reporting, that the account shall be interest bearing, that information concerning the escrow account shall be available from the institution to the Commission or its representative at all times, and that pursuant to Cosentino v. Elson, 263 So. 2d 253 (Fla. 3d. DCA 1972), escrow accounts are not subject to garnishments.

If the security provided is a bond or a letter of credit, said instrument shall be in the amount of \$415,000. If the utility chooses a bond as security, the bond shall state that it will be released or shall terminate upon subsequent order of the Commission addressing the appropriate rates or requiring a refund. If the utility chooses to provide a letter of credit as security, the letter of credit shall state that it is irrevocable for the period it is in effect and that it will be in effect until a final Commission order is rendered addressing the appropriate rates or requiring a refund.

Irrespective of the type of security provided, the utility shall keep an accurate and detailed account of all monies it receives. Pursuant to Rule 25-30.360(6), Florida Administrative Code, the utility shall provide a report by the 20th of each month indicating the monthly and total revenue collected subject to refund. Should a refund be required, the refund shall be with interest and undertaken in accordance with Rule 25-30.360, Florida Administrative Code.

In no instance shall maintenance and administrative costs associated with any refund be borne by the customers. The costs are the responsibility of, and shall be borne by, the utility.

Because this matter is scheduled for a hearing, this docket shall remain open.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Sports Shinko Utility, Inc., d/b/a Grenelefe Utilities shall be allowed to

collect the disputed non-potable irrigation rates as temporary rates. It is further

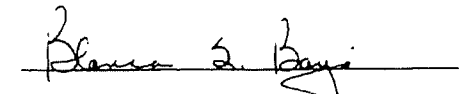
ORDERED that the temporary rates shall be subject to refund, with interest, pending the final outcome of this docket. It is further

ORDERED that Shinko Utility, Inc., d/b/a Grenelefe Utilities shall provide the Commission with a bond or letter of credit in the amount of \$415,000 or in the alternative shall provide an escrow agreement, as a guarantee of any potential refund of revenues collected under temporary conditions. It is further

ORDERED that by no later than the twentieth of each month, Sports Shinko Utility, Inc., d/b/a Grenelefe Utilities shall file a report showing the amount of revenues collected each month and the amount of revenues collected to date relating to the amount subject to refund. It is further

ORDERED that this docket shall remain open.

By ORDER of the Florida Public Service Commission this 13th day of April, 1998.


BLANCA S. BAYO, Director
Division of Records and Reporting

(S E A L)

BLR

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: 1) reconsideration within 10 days pursuant to Rule 25-22.038(2), Florida Administrative Code, if issued by a Prehearing Officer; 2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or 3) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of Records and Reporting, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

FLORIDA PUBLIC SERVICE COMMISSION - RECORDS AND REPORTING

Preparation for Photocopying and Mailing

Number of Originals 2 Date 4/14/98 Copies Per Original 1
 Requested By [Signature]

Item Presented

Agenda For (Date) _____ Order No. 477 In Docket No. _____
 Notice of _____ For (Date) _____ In Docket No. _____
 Other _____

Special Handling Instructions

Distribution/Mailing			
Number	Distributed/Mailed To	Number	Distribution/Mailed To
1	Commission Offices	--	_____
1	Docket Mailing List - Mailed	1	_____
1	Docket Mailing List - Faxed	1	_____

Note: Items must be mailed and/or returned within one working day after issue unless specified here:

Print Shop Verification

Job Number 10 Verified By [Signature]
 Date and Time Completed 4/14/98 Job Checked For Correctness and Quality (Initial) _____

Mail Room Verification

Date Mailed 4/14/98 Verified By [Signature]

EXHIBIT G

Notice

**NOTICE OF APPLICATION FOR AUTHORITY TO TRANSFER WATER AND
WASTEWATER CERTIFICATES 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 Grenelefe Resort Utility, Inc. and Certificate Nos. 589-W and 507-S to NC Real Estate Projects, LLC d/b/a Grenelefe Utility, providing water and wastewater service to the following described territory in Polk County, Florida:

That following areas in Range 28 East, Township 28 South, Sections 5, 6, 7 and 8, Polk County, Florida:

The South ½ of Section 6;

The North ½ of Section 7; and

In Sections 7 and 8 described as follows: The Point of Beginning (POB) identified as the center of Section 7; from the POB run N 89°42'32" E a distance of 2,599.05 feet; to the NW corner of Section 8; thence N 89°50'22" E, a distance of 1,320.00 feet; thence South a distance of 1,317.85 feet more or less; thence S 03°59'01" E a distance of 827.42 feet; thence N 89°54'04" W a distance of 1,378.88 feet; to the East line of Section 7; thence S 89°26'13" W a distance of 2,574.02 feet; thence N 00°37'09" W a distance of 2,152.99 feet; to the POB; and

In Section 5 described as follows: Begin at the SW corner of Section 5, Range 28 E, Township 28 S; run N 00°13'39" E a distance of 2,641.87 feet to the POB; from the POB run N 00°05'32" W a distance of 660.00 feet; thence N 89°49'05" E a distance of 1,600 feet more or less; thence Southerly along the water's edge of Lake Marion a distance of 688 feet more or less; thence S 89°50'03" W a distance of 1,407 feet more or less to the POB; and

In Section 5 described as follows: From the SW corner of Section 5, Range 28 E, Township 28 S also the POB; run N 00°13'39" E a distance of 2,641.87 feet; thence N 89°49'05" W a distance of 971.87 feet; thence S 00°43'25" E a distance of 2,642.27 feet; thence S 89°50'03" W a distance of 994.74 feet to the POB; and

In Section 8 described as follows: From the NW corner of Section 8, Range 28 E, Township 28 S also the POB; run N 89°50'03" E a distance of 994.74 feet; thence S 00°02'32" W a distance of 2,634.51 feet; thence S 89°50'22" W a distance of 1,000.27 feet; thence N 00°09'45" E a distance of 2,634.45 feet to the POB.

The development served is Grenelefe Resort Community. The Applicant is NC Real Estate Projects, LLC d/b/a Grenelefe Utility, 3425 Turnberry Drive, Lakeland, Florida 33803; email: jason@roninassets.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 Grenelefe Resort Utility, Inc. and Certificates NO. 589-W and 507-S in Polk County, Florida to NC Real Estate Projects, LLC d/b/a Grenelefe Utility and the Docket No. is 20220142-WS.

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.

NC Real Estate Projects, LLC d/b/a Grenelefe Utility

EXHIBIT H
Affidavit of Noticing
(Late Filed)

EXHIBIT I

WILL BE LATE FILED

(Affidavit of Notice given to Customers)

EXHIBIT J

WILL BE LATE FILED

(Affidavit of Publication)

EXHIBIT K

**St. Johns River Water Management District
Consumptive Use Permit 2416-7**

REISSUE/MODIFICATION

SPORTS SHINKO (FLORIDA) CO., LTD.
(GRENELEFE RESORT AND CONFERENCE CENTER)

DRAFT
Subject to Governing
Board Approval

APPLICATION NO.: *08029-A-B1*

PERMIT NO.: 53-00029-W

LAST DATE FOR BOARD ACTION:

JULY 14, 1988

POLK COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

STAFF REPORT

AGRICULTURAL WATER USE

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WATER USE	
EVALUATION	5 - 6
LIMITING CONDITIONS	7 - 8

STAFF REPORT SUMMARY



REISSUE/MODIFICATION

APPLICANT'S NAME: SPORTS SHINKO (FLORIDA) CO., LTD.

PROJECT NAME: GRENELEFE RESORT AND CONFERENCE CENTER

APPLICATION NO.: N/A

PERMIT NO.: 53-00029-W

ADDRESS: 3200 STATE ROAD 546
GRENELEFE, FL 33844

PROJECT LOCATION: POLK COUNTY

SECTIONS 5, 8, TOWNSHIP 28S, RANGE 28E

LAND USE CLASSIFICATION: RESIDENTIAL

TOTAL CONTIGUOUS ACREAGE: 184 ACRES

TOTAL IRRIGATED ACREAGE: 15 ACRES (15 ACRES OF GRASS)

PERMIT STATUS:

WATER USE: 53-00029-W
SURFACE WATER MANAGEMENT: EXISTING (SEE LIMITING CONDITION NO. 17)
RIGHT-OF-WAY OCCUPANCY: NOT APPLICABLE

PROJECT STATUS:

PROJECT	<input checked="" type="checkbox"/> EXISTING	<input type="checkbox"/> PROPOSED	<input type="checkbox"/> BOTH
WATER USE	<input checked="" type="checkbox"/> EXISTING	<input type="checkbox"/> PROPOSED	<input type="checkbox"/> BOTH
IRRIGATED AREA	<input checked="" type="checkbox"/> EXISTING	<input type="checkbox"/> PROPOSED	<input type="checkbox"/> BOTH
WITHDRAWAL FACILITIES	<input checked="" type="checkbox"/> EXISTING	<input type="checkbox"/> PROPOSED	<input type="checkbox"/> BOTH

WITHDRAWAL SOURCE:

GROUND WATER FROM THE FLORIDAN AQUIFER SYSTEM
SURFACE WATER FROM LAKE MARION

WITHDRAWAL FACILITIES:

EXISTING: 1 - 6" X 500' X 200 GPM WELL CASED TO 120'
1 - 8" X 500' X 450 GPM WELL CASED TO 157'
1 - 2" X 2 HP X 40 GPM SURFACE WATER PUMP

MAJOR ISSUES: NONE

*** RECOMMENDATIONS ***

---- WATER USE ----

PERMITTED MAXIMUM ANNUAL ALLOCATION: 16.42 MG (37.9 AC/IN)

PERMITTED MAXIMUM MONTHLY ALLOCATION: 2.55 MG
(PREVIOUSLY PERMITTED MAXIMUM MONTHLY ALLOCATION: 10.2 MG)

WITHDRAWAL SOURCE:

GROUND WATER FROM THE FLORIDAN AQUIFER SYSTEM
SURFACE WATER FROM LAKE MARION

EXPIRATION DATE: OCTOBER 15, 1993

SUBJECT TO 17 LIMITING CONDITIONS (PAGES 7 - 8)

DRAFT
Subject to Governing
Board Approval

APPLICATION REVIEWER:

Alex Gleboch

WATER USE DIVISION APPROVAL:

[Signature]

RESOURCE CONTROL DEPARTMENT APPROVAL:

[Signature]

DATE:

6/23/88

WATER USE EVALUATION

PURPOSE OF APPLICATION

THE PURPOSE OF THIS APPLICATION IS TO REISSUE AN EXISTING WATER USE PERMIT PURSUANT TO BASIN EXPIRATION AND TO REFLECT A CHANGE IN OWNERSHIP, THE IRRIGATED ACREAGE, WITHDRAWAL FACILITIES, AND ALLOCATION.

IMPACT ON EXISTING LEGAL USES

THE POTENTIAL FOR ADVERSE IMPACT ON EXISTING LEGAL USES AS A CONSEQUENCE OF THE WITHDRAWAL OF THE RECOMMENDED ALLOCATION IS MINIMAL.

ENVIRONMENTAL IMPACT

THE POTENTIAL FOR ADVERSE ENVIRONMENTAL IMPACT AS A RESULT OF THE WITHDRAWAL OF THE RECOMMENDED ALLOCATION IS CONSIDERED TO BE MINIMAL.

IMPACT ON OFF-SITE LAND USES

THE POTENTIAL FOR ADVERSE IMPACT ON EXISTING OFF-SITE LAND USES AS A RESULT OF THE WITHDRAWAL OF THE RECOMMENDED ALLOCATION IS CONSIDERED MINIMAL.

SALT-WATER INTRUSION

SALT WATER INTRUSION IS NOT A FACTOR.

DESCRIPTION OF PERMIT MODIFICATION

CHANGE IN OWNERSHIP

PREVIOUSLY THE OWNER WAS LISTED AS GRENELEFE CORPORATION. THE OWNER IS NOW LISTED AS SPORTS SHINKO (FLORIDA) CO., LTD.

CHANGE IN IRRIGATED ACREAGE

THE APPLICANT HAS DECREASED THE IRRIGATED ACREAGE FROM 40 ACRES TO 15 ACRES.

CHANGE IN WITHDRAWAL FACILITIES

THE APPLICANT HAS ADDED AN 8" X 450 GPM WELL.

ADDITIONAL DESCRIPTIVE INFORMATION

PROJECT AREA

THE TOTAL ACREAGE FOR THIS PROJECT IS APPROXIMATELY 1,000 ACRES. HOWEVER, ONLY 184 ACRES (15 ACRES IRRIGATED) OF THE PROJECT ARE LOCATED WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT BOUNDARIES. THE REST OF THE PROJECT IS LOCATED WITHIN THE SOUTH WEST FLORIDA WATER MANAGEMENT DISTRICT BOUNDARIES AND IS PERMITTED BY THAT DISTRICT (SEE EXHIBIT 3).

RECOMMENDED ALLOCATION

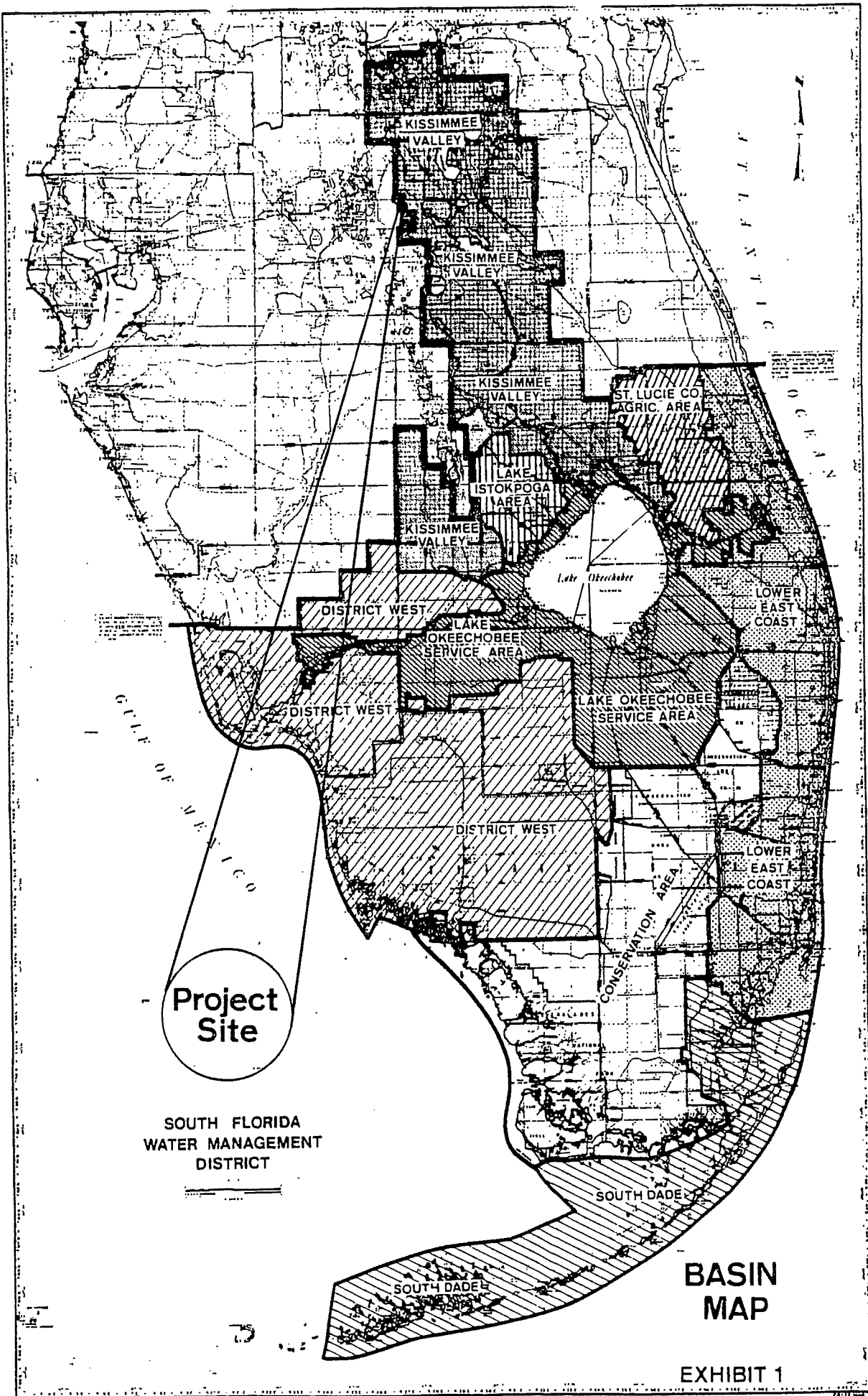
PROJECTS LOCATED IN THE KISSIMMEE VALLEY SERVICE AREA ARE GIVEN BOTH A MAXIMUM MONTHLY ALLOCATION AND A MAXIMUM ANNUAL ALLOCATION. THESE ALLOCATIONS ARE BASED ON THE MAXIMUM MONTHLY SUPPLEMENTAL CROP REQUIREMENT AND THE AVERAGE ANNUAL SUPPLEMENTAL CROP REQUIREMENT DERIVED USING THE MODIFIED BLANEY CRIDDLE METHOD.

THE PREVIOUSLY PERMITTED MAXIMUM MONTHLY ALLOCATION WAS BASED ON THE MONTHLY SUPPLEMENTAL CROP REQUIREMENT OF 4.69 INCHES PER ACRE OVER 40 ACRES AND AN IRRIGATION SYSTEM EFFICIENCY OF 50%. THE ALLOCATION FOR THIS PROJECT IS CALCULATED USING A MAXIMUM MONTHLY SUPPLEMENTAL CROP REQUIREMENT OF 4.69 INCHES PER ACRE AND AN AVERAGE ANNUAL SUPPLEMENTAL CROP REQUIREMENT OF 30.24 INCHES PER ACRE OVER 15 ACRES. AN IRRIGATION SYSTEM EFFICIENCY OF 75% (SPRINKLER) IS ALSO FACTORED INTO THE CALCULATION (SEE EXHIBIT 6).

7. APPLICATION FOR A PERMIT MODIFICATION MAY BE MADE AT ANY TIME.
8. WITHDRAWAL FACILITIES ARE:

EXISTING: 1 - 6" X 500' X 200 GPM WELL CASED TO 120'
 1 - 8" X 500' X 450 GPM WELL CASED TO 157'
 1 - 2" X 2 HP X 40 GPM SURFACE WATER PUMP
9. THIS PERMIT SHALL EXPIRE ON OCTOBER 15, 1993.
10. MAXIMUM ANNUAL WITHDRAWAL SHALL NOT EXCEED 16.42 MG.

MAXIMUM MONTHLY WITHDRAWAL SHALL NOT EXCEED 2.55 MG.
11. USE CLASSIFICATION IS LANDSCAPING.
12. THE PERMITTEE SHALL OBTAIN ALL NECESSARY FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE USE OR WITHDRAWAL OF WATER.
13. THE PERMIT DOES NOT CONVEY ANY PROPERTY RIGHT TO THE PERMITTEE, NOR ANY RIGHTS AND PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-2 F.A.C.
14. IF AT ANY TIME THERE IS AN INDICATION THAT THE WELL CASING, VALVES, OR CONTROLS LEAK OR HAVE BECOME INOPERATIVE, REPAIRS OR REPLACEMENT SHALL BE MADE TO RESTORE THE SYSTEM TO AN OPERATING CONDITION ACCEPTABLE TO THE DISTRICT. FAILURE TO MAKE SUCH REPAIRS SHALL BE CAUSE FOR FILLING AND ABANDONING THE WELL, IN ACCORDANCE WITH PROCEDURES OUTLINED IN CHAPTER 40E-3, F.A.C.
15. PERMITTEE SHALL SECURE A WELL CONSTRUCTION PERMIT PRIOR TO CONSTRUCTION, REPAIR, OR ABANDONMENT OF ALL WELLS, AS DESCRIBED IN CHAPTER 40E-3, F.A.C.
16. IF REQUIRED, WITHDRAWALS ON A MONTHLY BASIS SHALL BE REPORTED TO THE DISTRICT MONTHLY. DATA SUBMITTAL BEGINS EITHER IN THE MONTH FOLLOWING THE DATE OF THE PERMIT ISSUANCE OR IN THE MONTH THAT WATER USE IS INITIATED.
17. THIS IS AN EXISTING PROJECT. A SURFACE WATER MANAGEMENT PERMIT WILL BE REQUIRED PRIOR TO ANY CHANGE IN LAND USE OR MODIFICATION OF THE DRAINAGE SYSTEM.



Project Site

**SOUTH FLORIDA
WATER MANAGEMENT
DISTRICT**

**BASIN
MAP**

EXHIBIT 1

Grenelefe Corp.

Consumptive Use Permit No. 205251
Figure 1. Location Map

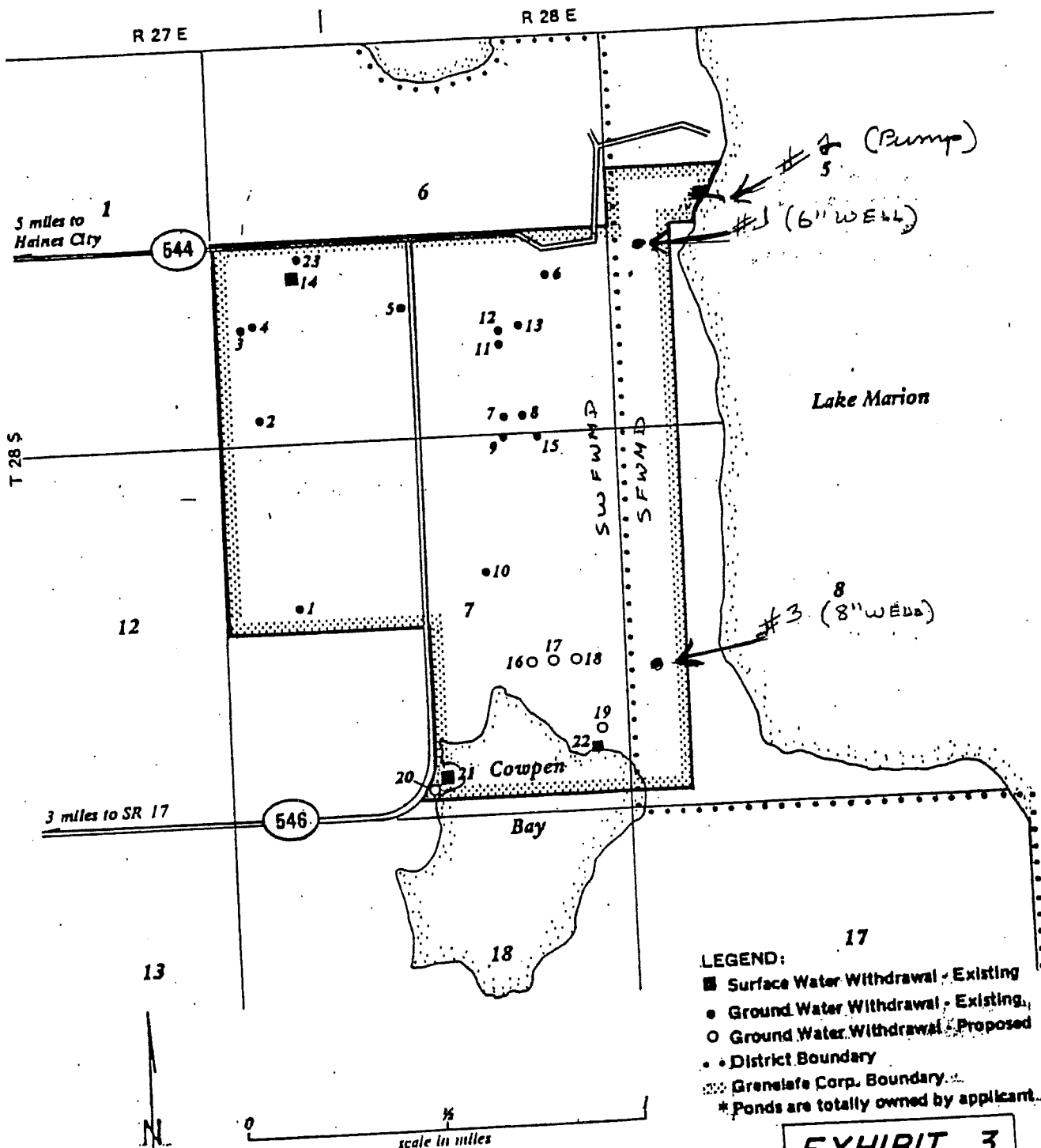
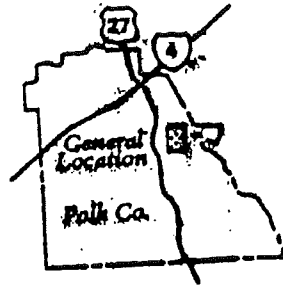


EXHIBIT 3

TABLE A (DESCRIPTION OF WELLS)

WELL NO .	# 1	# 3		
MAP DESIGNATION	# 1	# 3		
EXISTING/PROPOSED	Exist	Exist		
DIAMETER (INCHES)	6"	8"		
TOTAL DEPTH	500	500		
CASED DEPTH	120	157		
SCREENED INTERVAL	NA	NA		
PUMPED OR FLOWING	Pumped	Pumped		
WORKING VALVE IF ARTESIAN (YES/NO)	No	No		
PUMP MANUFACTURER AND MODEL NO.	Goold 25 H.P	Goold 30 H.P.		
PUMP (CENTRIFUGAL, TYPE JET, DEEP JET TURBINE, ETC.)	Turbine	Submersible Turbine		
INTAKE DEPTH (NGVD)	70'	70'		
PUMP CAPACITY (GPM AT ___ FT OF HEAD AT ___ PSI)	200 100 PSI	450 80 PSI		
ACTIVE (YES/NO)	Yes	No		
YEAR DRILLED	NA	1987		
TYPE OF METER	Flow Research Corp.	Flow Research Corp.		

EXHIBIT 4

TABLE B (DESCRIPTION OF SURFACE WATER PUMPS)

DRAINAGE DISTRICT	Lake Marion			
PUMP NO.	# 2			
MAP DESIGNATION	# 2			
SURFACE WATER BODY	Lake Marion			
EXISTING OR PROPOSED	Exist			
PUMP MANUFACTURER AND MODEL NO.	NA			
PUMP TYPE	Centrifical			
PUMP CAPACITY	40 GPM			
PUMP HORSEPOWER	2 H.P.			
PUMP DIAMETER	2"			
ELEVATION OF INTAKE (NGVD)	3"			
IS PUMP A TWO WAY PUMP?	No			

EXHIBIT 5

CALCULATION OF IRRIGATION REQUIREMENTS

THIS PROJECT IS LOCATED IN THE KISSIMMEE VALLEY SERVICE AREA

STATION: KISSIMMEE

CROP: GRASS

SYSTEM: SPRINKLER

ACREAGE: 15

SOIL TYPE: .8

EFFICIENCY: 0.75

MAXIMUM MONTHLY SUPPLEMENTAL CROP REQUIREMENT: 4.69 INCHES

MAXIMUM MONTHLY SUPPLEMENTAL WATER USE:

$4.69 \text{ IN} \times 15 \text{ AC} / 0.75 \times .02715 \text{ MG/AC-IN} = 2.55 \text{ MG}$

AVERAGE ANNUAL SUPPLEMENTAL REQUIREMENT: 30.24 INCHES

AVERAGE ANNUAL SUPPLEMENTAL WATER USE:

$30.24 \text{ IN} \times 15 \text{ AC} / 0.75 \times .02715 \text{ MG/AC-IN} = 16.42 \text{ MG}$

CALCULATED MAXIMUM MONTHLY ALLOCATION: 2.55 MG (7.82 ACRE FEET)

CALCULATED MAXIMUM ANNUAL ALLOCATION: 16.42 MG (50.4 ACRE FEET)

EXHIBIT 6

* STAFF REPORT DISTRIBUTION LIST *

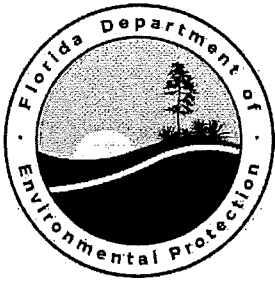
APPLICATION NUMBER: N/A
 PERMIT NUMBER: 53-00029-W

APPLICANT: SPORTS SHINKO (FLORIDA) CO., LTD.
 PROJECT: GRENELEFE RESORT AND CONFERENCE CENTER

EXTERNAL DISTRIBUTION	
Applicant's Consultant _____	Building and Zoning, Boca Raton
_____	Building and Zoning, Boynton
_____	Building and Zoning, Royal Palm
Applicant's Agent _____	Building and Zoning, Tequesta
_____	Building and Zoning, W. P. B.
_____	Dir., Palm Beach County
X Engineer, County of <u>POLK</u>	School Board Plant Planning
Engineer, City of _____	Dir., Broward County Water
Local Drainage Districts _____	Management Division
DEPARTMENT OF ENVIRONMENTAL REGULATION	Collier County Ag. Agent
_____	B. C. Basin Administrator
X Ft. Myers	Dade county DERM
Orlando	Dir., Lee Co. Div. of E.P.S
Port St. Lucie	Dir., Lee Co. Dept. of Long
Tallahassee	Range Planning
West Palm Beach	Dir., Lee Co. Mosquito Control
Other _____	Dir., Martin Co. Planning and
_____	Zoning
GOVERNING BOARD MEMBERS	Dir., Palm Beach Co. Building
Mr. Oscar Corbin	Department
Mr. James F. Garner	X Kissimmee River Coordination
Mr. Doran A. Jason	Council
Mr. Arsenio Milian	Dir., Polk Co. Water Res. Dept.
Mr. Nathaniel Reed	Building Dept, County of _____
Ms. Nancy Roen	_____
Mr. Fritz Stein	Building Dept, city of _____
Mr. Mike Stout	Other: _____
Mr. J. D. York	X <u>SOUTH WEST FLORIDA WATER</u>
	<u>MANAGEMENT DISTRICT</u>

INTERNAL DISTRIBUTION	
X Reviewer	Executive Director
ALEX GLEBOCKI	Director of Land Management
-----	Director of Resource Planning
X Well Construction Permitting	
X Area Engineer	X Legal
X Field Representative	X Enforcement
	Resource Assistance

EXHIBIT 7



Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, FL 33637-0926

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

October 18, 2016

ELECTRONIC DELIVERY

In the Matter of an
Application for Permit by

Westgate Resorts International, Inc.
Mr. Mark Waltrip, Chief Operating Officer
5601 Windhover Drive
Orlando, Florida 32819-7914
407-351-3350
Mark_waltrip@wgresorts.com

File Number FLA013016-008-DW2P/NR
Polk County
Grenelefe Resort WWTF

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA013016 to operate the Grenelefe Resort WWTF, issued under Chapter 403, Florida Statutes.

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

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.

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.

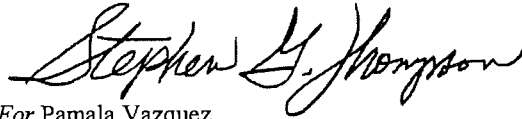
Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

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.

Executed in Temple Terrace, Florida.

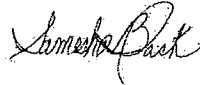
STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



For Pamala Vazquez
Program Administrator
Permitting & Waste Cleanup Program
Southwest District

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]

October 18, 2016

[Date]

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business October 18, 2016, to the listed persons.



Name

October 18, 2016

Date

cc: George McDonald, P.E., McDonald Group International, Inc., gmcdonald@mcdonaldgroup.com
Pat Hendry, Lead Operator, Westgate Resorts, pat_henry@wgresorts.com
Michele H. Duggan, Environmental Consultant, FDEP SWD, Michele.Duggan@dep.state.fl.us
Bekkah Marshall, Environmental Specialist, FDEP SWD, Bekkah.Marshall@dep.state.fl.us
Elaine Gracik, FDEP SWD, Elaine.Gracik@dep.state.fl.us
Raji Ravindran, FDEP SWD, Raji.Ravindran@dep.state.fl.us
SWD Clerical, FDEP SWD, SWD_Clerical@dep.state.fl.us



Florida Department of Environmental Protection

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, FL 33637-0926

Jonathan P. Steverson
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

Westgate Resorts International, Inc.

RESPONSIBLE OFFICIAL:

Mr. Mark Waltrip, Chief Operating Officer
5601 Windhover Drive
Orlando, Florida 32819-7914
(407) 351-3350
Mark_waltrip@wgresorts.com

PERMIT NUMBER: FLA013016

FILE NUMBER: FLA013016-008-DW2P/NR

EFFECTIVE DATE: January 20, 2017

EXPIRATION DATE: January 19, 2022

FACILITY:

Grenelefe Resort WWTF
Abbey Court in Grenelefe
Haines City, Florida 33844-9720
Polk County
Latitude: 28°3' 45" N Longitude: 81°32' 42" 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 0.680 million gallons per day (MGD) Three-Month Rolling Average Daily Flow (3MRADF), Type I, extended aeration domestic wastewater facility, but limited to operate at 0.340 MGD 3MRADF Type II, while clarifiers are rehabilitated in Trains 1 & 2, and as long as R-001 is the only effluent disposal system. The treatment plant consisting of: ten aeration basins of 682,187 gallons total volume, four clarifiers of 113,312 gallons total volume and 1,637 square feet of total surface area, seven deep bed automatic backwash filters of 448 square feet designed to handle 472 gallons per minute (gpm), three pre-filter chlorine contact chambers of 21,654 gallons total volume, one post chlorine contact chamber of 19,947 gallons, one effluent pump wetwell of 9,973 gallons, and three digesters of 54,442 gallons total volume. This plant is operated to provide secondary treatment with basic disinfection.

A previous permit revision (FLA013016-004) approves upgrading of the existing facility to include the modification of: installation of a manhole box with a control valve assemblage, a wet well level indicator and a telemetry unit at the existing golf course irrigation pump station adjacent to Pond #4; the severance of the effluent transmission line into Pond #3 to preclude discharge into Pond #3; modification of existing tankage to create two separate post filtration chlorine contact chambers (one existing tank of 19,947 gallons and one new tank of 15,000 gallons); the installation of a chlorine residual monitor and a turbidimeter with chart recorders; installation of two pump control panels one for the rapid infiltration basins transfer pumps and one for the reuse water pumps transfer system; a turbine flow meter to measure golf course reuse. This permit continues the authorization to construct these modifications. A permit modification is required to place any new reuse or effluent disposal site into service.

PERMITTEE: Westgate Resorts International, Inc
FACILITY: Grenelefe Resort WWTF

PA NUMBER: FLA013016-008-DW2P/NR

REUSE:

Land Application R-001: Is an existing 0.340 MGD annual average daily flow (AADF) permitted capacity rapid infiltration basin (RIB) system. R-001 is a reuse system and consists of a four-cell RIB of 100,188 square feet of bottom surface area. R-001 is located approximately at latitude 28°3' 45" N, longitude 81°32' 42" 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 19 of this permit.

PERMITTEE: Westgate Resorts International, Inc
 FACILITY: Grenelefe Resort WWTF

PA NUMBER: FLA013016-008-DW2P/NR

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, to R-001	MGD	Max Max	0.340 Report	Annual Average Monthly Average	5 Days/Week	Flow Meter	FLW-01	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max	20.0 30.0 60.0	Annual Average Monthly Average Single Sample	Every Two Weeks	8-hr FPC	EFA-01	
Solids, Total Suspended	mg/L	Max Max Max	20.0 30.0 60.0	Annual Average Monthly Average Single Sample	Every Two Weeks	8-hr FPC	EFA-01	
Coliform, Fecal	#/100mL	Max Max	200 800	Annual Average Single Sample	Every Two Weeks	Grab	EFA-01	
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Meter	EFA-01	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Meter	EFA-01	See I.A.4
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Every Two Weeks	8-hr FPC	EFA-01	
Nitrogen, Total (as N)	mg/L	Max	Report	Single Sample	Monthly	8-hr FPC	EFA-01	
Phosphorous, Total (as P)	mg/L	Max	Report	Single Sample	Monthly	8-hr FPC	EFA-01	

PERMITTEE: Westgate Resorts International, Inc
FACILITY: Grenelefe Resort WWTF

PA NUMBER: FLA013016-008-DW2P/NR

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-01	Flow meter prior to discharge to R-001.
EFA-01	Effluent sampling point after treatment and prior to Reuse system R-001.

3. Recording flow meters shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
4. 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: Westgate Resorts International, Inc
 FACILITY: Grenelefe Resort WWTF

PA NUMBER: FLA013016-008-DW2P/NR

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, total for the facility	MGD	Max Max	0.340 Report	3-Month Rolling Average Monthly Average	5 Days/Week	Flow Meter	FLW-01	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	FLW-01	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Monthly	8-hr FPC	INF-01	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Monthly	8-hr FPC	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	Flow meter prior to discharge to R-001.
INF-01	Influent sampling point prior to treatment and ahead of the return activated sludge line.

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 flow meter 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.

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REPORT Type on DMR	Monitoring Period	Mail or Electronically 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 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 Southwest District Office at the address specified in Permit Condition I.B.10. by the twenty-eighth (28th) of the month following the month of operation.

If submitting electronic DMR forms, 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.

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

8. During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, color, odor, and corrosivity). These monitoring results shall be reported to the Department annually on the DMR under monitoring group number RWS-A. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted in lieu of the report. The annual reclaimed water or effluent analysis report or the certification shall be completed and submitted in a timely manner so as to be received by the Department at the address identified on the DMR by January 28 of each year. Approved analytical methods identified in Rule 62-620.100(3)(j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. *[62-600.660(2) and (3)(d)] [62-600.680(2)] [62-610.300(4)]*
9. The permittee shall submit an Annual Reuse Report using DEP Form 62-610.300(4)(a)2. on or before January 1 of each year. *[62-610.870(3)]*
10. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Southwest District Office at the address specified below:

Florida Department of Environmental Protection
 Southwest District Office
 13051 N Telecom Pkwy
 Temple Terrace, Florida 33637-0926

Phone Number - (813) 470-5700
 FAX Number - (813) 470-5996
swd_dw@dep.state.fl.us

[62-620.305]

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

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

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

Parameter	Units	Max/ Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-2
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1

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

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

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Biosolids quantity (Transferred)
RMP-2	Biosolids quantity (Landfilled)

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

B. Disposal

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

C. Transfer

9. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]

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

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)]

D. Receipt

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

III. GROUND WATER REQUIREMENTS

Operational Requirements

- 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 or to user's site property line, whichever is less, and vertically to the base of the surficial aquifer. [62-520.200(27)] [62-520.465]
- 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)]
- 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.4., 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]
- 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	New or Existing
MWB-01	Background Well JMW-1 (15048)	28°3' 41"	81°32' 46"	15.0	Surficial	Existing
MWC-01	Compliance Well JMW-2 (15043)	28°3' 41"	81°32' 46"	16.5	Surficial	Existing
MWC-02	Compliance Well JMW-3 (15042)	28°3' 43"	81°32' 40"	17.5	Surficial	Existing
MWC-05	Compliance Well JMW-6 (15041)	28°3' 29"	81°33' 03"	15.0	Surficial	Existing

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

[62-520.600] [62-610.510]

5. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.4.:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	ft	In Situ	Quarterly
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Quarterly
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Quarterly
Arsenic, Total Recoverable	10	ug/L	Grab	Quarterly
Chloride (as Cl)	250	mg/L	Grab	Quarterly
Cadmium, Total Recoverable	5	ug/L	Grab	Quarterly
Chromium, Total Recoverable	100	ug/L	Grab	Quarterly
Lead, Total Recoverable	15	ug/L	Grab	Quarterly
Coliform, Fecal	4	#/100mL	Grab	Quarterly
pH	6.5-8.5	s.u.	In Situ	Quarterly
Sulfate, Total	250	mg/L	Grab	Quarterly
Turbidity	Report	NTU	Grab	Quarterly
Sodium, Total Recoverable	160	mg/L	Grab	Quarterly

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

6. If the concentration for any constituent listed in Permit Condition III.5. 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)]
7. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. [62-520.600(11)(c)] [62-610.510(3)(b)]
8. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. [62-160.210] [62-600.670(3)]
9. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Southwest District Office as being more representative of ground water conditions. [62-520.310(5)]
10. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.B.7. [62-520.600(11)(b)] [62-600.670] [62-600.680(1)] [62-620.610(18)]
11. All piezometers and wells that are not reasonably expected to be used are to be plugged and abandoned in accordance with the subsection 62-532.500(4), F.A.C. The permittee shall submit a written report to the Department's office that issued the permit providing verification of the plugging including the well abandonment log when available. [62-520.600(6)(k)]
12. 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 Southwest 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 Southwest District Office before installation. [62-520.600(6)(l)]
13. For permit renewal, the permittee shall submit, to the Southwest District Office, the results of sampling monitoring wells specified in the Department-approved monitoring plan for the primary and secondary drinking water parameters included in Chapter 62-550, F.A.C., (excluding asbestos, acrylamide, Dioxin, butachlor, epichlorohydrin, pesticides, and PCBs, unless reasonably expected to be a constituent of the discharge or an artifact of the site). Sampling shall occur no sooner than 180 days before submittal of the renewal application. [62-520.600(5)(b)]

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

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 RIB shall be limited to 5.44 inches per day (as applied to the entire bottom area). [62-610.523(3)]
3. RIB normally shall be loaded for 7 days and shall be rested for 14 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. [62-610.523(4)]
4. RIB shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. [62-610.523(6) and (7)]
5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.514 and 62-610.414]
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. [62-610.800(9)]

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

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

A Class C or higher operator 3 hours/day for 5 days/week and one weekend visit. 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;

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- 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 improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Provide appropriate documentation as required in permit conditions VIII. 1 and 2 for any new facilities or unit processes.	As required by permit conditions VIII. 1 and 2.
2. Submit an application for renewal as required in permit conditions VIII. 3.	At least 180 days before the permit expiration date.
3. Submit remaining results of samples collected from monitoring well MWC-02. The submitted laboratory report did not include all the parameters required under the primary and secondary drinking standards included in chapter 62-550, F.A.C. Please note that asbestos, acrylamide, dioxin, butachlor, epichlorohydrin, pesticides and PCBs are excluded from sampling, unless reasonably expected to be a constituent of the discharge or an artifact of the site.	90 days from the date of permit issuance
4. Submit results of annual reclaimed water or effluent (RWS-01) samples analyzed for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C. (except for asbestos, color and corrosivity).	90 days from the date of permit issuance
5. Repair the excessively loose handrail on the entrance to flow train 3. Warning sign to be posted until the handrail is repaired.	60 days from the date of permit issuance

[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

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- 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. Prior to placing the new facilities into operation or any individual unit processes into operation, for any purpose other than testing for leaks and equipment operation, the permittee shall complete and submit to the Department DEP Form 62-620.910(12), Notification of Completion of Construction for Domestic Wastewater Facilities. *[62-620.630(2)]*
2. Within six months after a facility is placed in operation, the permittee shall provide written certification to the Department on Form 62-620.910(13) that record drawings pursuant to Chapter 62-600, F.A.C., and that an operation and maintenance manual pursuant to Chapters 62-600 and 62-610, F.A.C., as applicable, are available at the location specified on the form. *[62-620.630(7)]*
3. 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. An application filed in accordance with this section shall be considered timely and sufficient. When an application for renewal of a permit is timely and sufficient, the existing permit shall not expire until the Department has taken final action on the application for renewal or until the last day for seeking judicial review of the agency order or a later date fixed by order of the reviewing court. The late submittal of a renewal application shall be considered timely and sufficient for the purpose of extending the effectiveness of the expiring permit only if the renewal application is submitted and made complete before the permit expiration date. *[62-620.335(1) -(4)]*
4. Reuse and land application projects shall not cause or contribute to violations of water quality standards in surface waters and shall be designed and operated to ensure compliance with ground water quality standards contained in chapters 62-520, F.A.C. *[62-610.850(1)(a) and (2)(a)]*
5. 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)]*
6. 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)]*
7. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
8. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or

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- b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
- c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
- d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
- e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

9. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
10. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
11. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
12. The permittee shall provide verbal notice to the Department's Southwest 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 Southwest District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
13. The permittee shall provide notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[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)]*

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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

PERMITTEE: Westgate Resorts International, Inc
FACILITY: Grenelefe Resort WWTF

PA NUMBER: FLA013016-008-DW2P/NR

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

PERMITTEE: Westgate Resorts International, Inc
FACILITY: Grenelefe Resort WWTF

PA NUMBER: FLA013016-008-DW2P/NR

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 Southwest 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 Southwest 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 Southwest District Office shall waive the written report.

[62-620.610(20)]

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

22. Bypass Provisions.

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

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

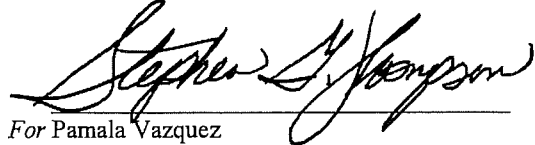
[62-620.610(23)]

PERMITTEE: Westgate Resorts International, Inc
FACILITY: Grenelefe Resort WWTF

PA NUMBER: FLA013016-008-DW2P/NR

Executed in Temple Terrace, Florida.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



For Pamala Vazquez

Program Administrator
Permitting & Waste Cleanup Program
Southwest District

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed mail this report to: Department of Environmental Protection, Southwest District Office,
 Compliance Assurance Program,
Attn: Domestic Wastewater,
 13051 N Telecom Pkwy, Temple Terrace, Florida 33637
swd_dw@dep.state.fl.us

PERMITTEE NAME: Westgate Resorts International, Inc.
 MAILING ADDRESS: 5601 Windhover Drive
 Orlando, Florida 32819-7914

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

FACILITY: Grenelefe Resort WWTF
 LOCATION: Abbey Court in Grenelefe
 Haines City, Florida 33844-9720

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: RIB, including Influent

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Polk
 OFFICE: Southwest District

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

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow to R-001	Sample Measurement							
PARAM Code 50050 Y Mon. Site No. FLW-01	Permit Requirement	0.340 (An.Avg.)	MGD				5 Days/Week	Flow Meter
Flow	Sample Measurement							
PARAM Code 50050 1 Mon. Site No. FLW-01	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Meter
BOD, Carbonaceous 5 day, 20C	Sample Measurement							
PARAM Code 80082 Y Mon. Site No. EFA-01	Permit Requirement			20.0 (An.Avg.)	mg/L		Every Two Weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement							
PARAM Code 80082 A Mon. Site No. EFA-01	Permit Requirement			30.0 (Mo.Avg.)	60.0 (Max.)	mg/L	Every Two Weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement							
PARAM Code 00530 Y Mon. Site No. EFA-01	Permit Requirement			20.0 (An.Avg.)	mg/L		Every Two Weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement							
PARAM Code 00530 A Mon. Site No. EFA-01	Permit Requirement			30.0 (Mo.Avg.)	60.0 (Max.)	mg/L	Every Two Weeks	8-hr FPC

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: Grenelefe Resort WWTF

MONITORING GROUP NUMBER: R-001

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

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 Y Mon. Site No. EFA-01	Permit Requirement				200 (An.Avg.)		#/100mL			Every Two Weeks	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 A Mon. Site No. EFA-01	Permit Requirement					800 (Max.)	#/100mL			Every Two Weeks	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					12.0 (Max.)	mg/L			Every Two Weeks	8-hr FPC
Nitrogen, Total (as N)	Sample Measurement										
PARM Code 00600 A Mon. Site No. EFA-01	Permit Requirement					Report (Max.)	mg/L			Monthly	8-hr FPC
Phosphorous, Total (as P)	Sample Measurement										
PARM Code 00665 A Mon. Site No. EFA-01	Permit Requirement					Report (Max.)	mg/L			Monthly	8-hr FPC
Flow, total for the facility	Sample Measurement										
PARM Code 50050 P Mon. Site No. FLW-01	Permit Requirement	Report (Mo.Avg.)	0.340 (3Mo.Avg.)	MGD						5 Days/Week	Flow Meter
Percent Capacity, (TMADF/Permit Capacity) x 100	Sample Measurement										
PARM Code 00180 1 Mon. Site No. FLW-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 (Max.)	mg/L			Monthly	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement										
PARM Code 00530 G Mon. Site No. INF-01	Permit Requirement					Report (Max.)	mg/L			Monthly	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed mail this report to: Department of Environmental Protection, Southwest District Office,
 Compliance Assurance Program,
Attn: Domestic Wastewater,
 13051 N Telecom Pkwy, Temple Terrace, Florida 33637
 swd_dw@dep.state.fl.us

PERMITTEE NAME: Westgate Resorts International, Inc.
MAILING ADDRESS: 5601 Windhover Drive
 Orlando, Florida 32819-7914

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

FACILITY: Grenelefe Resort WWTF
LOCATION: Abbey Court in Grenelefe
 Haines City, FL 33844-9720

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

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

COUNTY: Polk
OFFICE: Southwest 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 (Transferred)	Sample Measurement									
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons					Monthly	Calculated	
Biosolids Quantity (Landfilled)	Sample Measurement									
PARM Code B0008 + Mon. Site No. RMP-2	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):

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed mail this report to: Department of Environmental Protection, Southwest District Office,
Compliance Assurance Program,
Attn: Domestic Wastewater,
13051 N Telecom Pkwy, Temple Terrace, Florida 33637
swd_dw@dep.state.fl.us

PERMITTEE NAME: Westgate Resorts International, Inc.
MAILING ADDRESS: 5601 Windhover Drive
Orlando, Florida 32819-7914

FACILITY: Grenelefe Resort WWTF
LOCATION: Abbey Court in Grenelefe
Haines City, FL 33844-9720

COUNTY: Polk
OFFICE: Southwest District

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: RWS-A
MONITORING GROUP DESCRIPTION: Annual Reclaimed Water or Effluent Analysis
RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:
MONITORING NOT REQUIRED:
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Annually
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Antimony, Total Recoverable (GWS = 6) * PARM Code 01268 P Mon. Site No. RWS-A	Sample Measurement										
	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC	
Arsenic, Total Recoverable (GWS = 10) PARM Code 00978 P Mon. Site No. RWS-A	Sample Measurement										
	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC	
Barium, Total Recoverable (GWS = 2,000) PARM Code 01009 P Mon. Site No. RWS-A	Sample Measurement										
	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC	
Beryllium, Total Recoverable (GWS = 4) PARM Code 00998 P Mon. Site No. RWS-A	Sample Measurement										
	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC	
Cadmium, Total Recoverable (GWS = 5) PARM Code 01113 P Mon. Site No. RWS-A	Sample Measurement										
	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC	
Chromium, Total Recoverable (GWS = 100) PARM Code 01118 P Mon. Site No. RWS-A	Sample Measurement										
	Permit Requirement				Report (Max.)	ug/L			Annually	24-hr FPC	

*GROUND WATER STANDARD (GWS) FOR REFERENCE AND REVIEW ONLY.

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 JRT - PART A (Continued)

FACILITY: Grenelefe Resort WWTF

MONITORING GROUP NUMBER: RWS-A
 MONITORING PERIOD From: _____

To: _____

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Cyanide, Free (amen. to chlorination) (GWS = 200) PARM Code 00722 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
Fluoride, Total (as F) (GWS = 4.0/2.0) PARM Code 00951 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC
Lead, Total Recoverable (GWS = 15) PARM Code 01114 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Mercury, Total Recoverable (GWS = 2) PARM Code 71901 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Nickel, Total Recoverable (GWS = 100) PARM Code 01074 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Nitrogen, Nitrate, Total (as N) (GWS = 10) PARM Code 00620 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC
Nitrogen, Nitrite, Total (as N) (GWS = 1) PARM Code 00615 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC
Nitrite plus Nitrate, Total 1 det. (as N) (GWS = 10) PARM Code 00630 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC
Selenium, Total Recoverable (GWS = 50) PARM Code 00981 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Sodium, Total Recoverable (GWS = 160) PARM Code 00923 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Grenelefe Resort WWTF

MONITORING GROUP NUMBER: RWS-A
 MONITORING PERIOD From: _____ To: _____

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Thallium, Total Recoverable (GWS = 2) PARM Code 00982 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
1,1-dichloroethylene (GWS = 7) PARM Code 34501 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	Grab
1,1,1-trichloroethane (GWS = 200) PARM Code 34506 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	Grab
1,1,2-trichloroethane (GWS = 5) PARM Code 34511 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	Grab
1,2-dichloroethane (GWS = 3) PARM Code 32103 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	Grab
1,2-dichloropropane (GWS = 5) PARM Code 34541 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	Grab
1,2,4-trichlorobenzene (GWS = 70) PARM Code 34551 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Benzene (GWS = 1) PARM Code 34030 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	Grab
Carbon tetrachloride (GWS = 3) PARM Code 32102 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	Grab
Cis-1,2-dichloroethene (GWS = 70) PARM Code 81686 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Grenelefe Resort WWTF

MONITORING GROUP NUMBER: RWS-A

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

MONITORING PERIOD From: _____

To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Dichloromethane (methylene chloride) (GWS = 5) PARM Code 03821 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
Ethylbenzene (GWS = 700) PARM Code 34371 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
Monochlorobenzene (GWS = 100) PARM Code 34031 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
1,2-dichlorobenzene (GWS = 600) PARM Code 34536 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
1,4-dichlorobenzene (GWS = 75) PARM Code 34571 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
Styrene, Total (GWS = 100) PARM Code 77128 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
Tetrachloroethylene (GWS = 3) PARM Code 34475 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
Toluene (GWS = 1,000) PARM Code 34010 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
1,2-trans-dichloroethylene (GWS = 100) PARM Code 34546 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
Trichloroethylene (GWS = 3) PARM Code 39180 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Grenelefe Resort WWTF

MONITORING GROUP NUMBER: RWS-A
 MONITORING PERIOD From: _____ To: _____

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Vinyl chloride (GWS = 1) PARM Code 39175 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
Xylenes (GWS = 10,000) PARM Code 81551 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	Grab
2,3,7,8-tetrachlorodibenzo-p-dioxin (GWS = 3x10 ⁻⁵) PARM Code 34675 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dichlorophenoxyacetic acid (GWS = 70) PARM Code 39730 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Silvex (GWS = 50) PARM Code 39760 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Alachlor (GWS = 2) PARM Code 39161 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Atrazine (GWS = 3) PARM Code 39033 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(a)pyrene (GWS = 0.2) PARM Code 34247 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Carbofuran (GWS = 40) PARM Code 81405 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Chlordane (tech mix. and metabolites) (GWS = 2) PARM Code 39350 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Grenelefe Resort WWTF

MONITORING GROUP NUMBER: RWS-A
 MONITORING PERIOD From: _____ To: _____

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Dalapon (GWS = 200) PARM Code 38432 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Bis(2-ethylhexyl) adipate (GWS = 400) PARM Code 77903 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate (GWS = 6) PARM Code 39100 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Dibromochloropropane (DBCP) (GWS = 0.2) PARM Code 82625 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	Grab
Dinoseb (GWS = 7) PARM Code 30191 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Diquat (GWS = 20) PARM Code 04443 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Endothall (GWS = 100) PARM Code 38926 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Endrin (GWS = 2) PARM Code 39390 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Ethylene dibromide (1,2-dibromoethane) (GWS = 0.02) PARM Code 77651 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	Grab
Glyphosate (GWS = 0.7) PARM Code 79743 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	mg/L	Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Grenelefe Resort WWTF

MONITORING GROUP NUMBER: RWS-A
 MONITORING PERIOD From: _____ To: _____

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Heptachlor (GWS = 0.4) PARM Code 39410 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Heptachlor epoxide (GWS = 0.2) PARM Code 39420 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Hexachlorobenzene (GWS = 1) PARM Code 39700 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Hexachlorocyclopentadiene (GWS = 50) PARM Code 34386 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Gamma BHC (Lindane) (GWS = 0.2) PARM Code 39782 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Methoxychlor (GWS = 40) PARM Code 39480 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Oxamyl (vydate) (GWS = 200) PARM Code 38865 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Pentachlorophenol (GWS = 1) PARM Code 39032 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Picloram (GWS = 500) PARM Code 39720 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC
Polychlorinated Biphenyls (PCBs) (GWS = 0.5) PARM Code 39516 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement				Report (Max.)	ug/L	Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Grenelefe Resort WWTF

MONITORING GROUP NUMBER: RWS-A
 MONITORING PERIOD From: _____ To: _____

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Simazine (GWS = 4) PARM Code 39055 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Toxaphene (GWS = 3) PARM Code 39400 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Trihalomethane, Total by summation (GWS = 0.080) PARM Code 82080 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	Grab
Radium 226 + Radium 228, Total (GWS = 5) PARM Code 11503 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	pCi/L		Annually	24-hr FPC
Alpha, Gross Particle Activity (GWS = 15) PARM Code 80045 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	pCi/L		Annually	24-hr FPC
Aluminum, Total Recoverable (GWS = 0.2) PARM Code 01104 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC
Chloride (as Cl) (GWS = 250) PARM Code 00940 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC
Iron, Total Recoverable (GWS = 0.3) PARM Code 00980 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC
Copper, Total Recoverable (GWS = 1,000) PARM Code 01119 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Manganese, Total Recoverable (GWS = 50) PARM Code 11123 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Grenelefe Resort WWTF

MONITORING GROUP NUMBER: RWS-A
MONITORING PERIOD From: _____ To: _____

PERMIT APPLICATION NUMBER: FLA013016-008-DW2P/NR

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Silver, Total Recoverable (GWS = 100) PARM Code 01079 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
Sulfate, Total (GWS = 250) PARM Code 00945 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC
Zinc, Total Recoverable (GWS = 5,000) PARM Code 01094 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	ug/L		Annually	24-hr FPC
pH (GWS = 6.5-8.5) PARM Code 00400 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	s.u.		Annually	Grab
Solids, Total Dissolved (TDS) (GWS = 500) PARM Code 70295 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC
Foaming Agents (GWS = 0.5) PARM Code 01288 P Mon. Site No. RWS-A	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	24-hr FPC

DAILY SAMPLE RESULTS - PART B

Permit Application number: FLA013016-008-DW2P/NR

Facility: Grenelefe Resort WWTF

Monitoring Period From: _____ To: _____

Code	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Nitrogen, Nitrate, Total (as N) mg/L	Solids, Total Suspended mg/L	pH s.u.	Flow MGD	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	Total Nitrogen (As N) mg/L	Total Phosphorus (As P) mg/L
Mon. Site	80082	50060	74055	00620	00530	00400	50050	80082	00530	00600	00665
	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	FLW-01	INF-01	INF-01	EFA-01	EFA-01
1											
2											
3											
4											
5											
6											
7											
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21											
22											
23											
24											
25											
26											
27											
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: _____

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Grenelefe Resort WWTF
 Permit Application Number: FLA013016-008-DW2P/NR
 County: Polk
 Office: Southwest District

Monitoring Well ID: MWB-01
 Well Type: Background
 Description: Background Well JMW-1 (15048)
 Re-submitted DMR:

Report Frequency: Quarterly
 Program: Domestic

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/R/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Quarterly				
Arsenic, Total Recoverable	00978		Report	ug/L	Grab	Quarterly				
Chloride (as Cl)	00940		Report	mg/L	Grab	Quarterly				
Cadmium, Total Recoverable	01113		Report	ug/L	Grab	Quarterly				
Chromium, Total Recoverable	01118		Report	ug/L	Grab	Quarterly				
Lead, Total Recoverable	01114		Report	ug/L	Grab	Quarterly				
Coliform, Fecal	74055		Report	#/100mL	Grab	Quarterly				
pH	00400	pH	Report	s.u.	In Situ	Quarterly				
Sulfate, Total	00945		Report	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		Report	mg/L	Grab	Quarterly				

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

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

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Grenelefe Resort WWTF
 Permit Application Number: FLA013016-008-DW2P/NR
 County: Polk
 Office: Southwest District

Monitoring Well ID: MWC-01
 Well Type: Compliance
 Description: Compliance Well JMW-2 (15043)
 Re-submitted DMR:

Report Frequency: Quarterly
 Program: Domestic

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___ Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Arsenic, Total Recoverable	00978		10	ug/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Cadmium, Total Recoverable	01113		5	ug/L	Grab	Quarterly				
Chromium, Total Recoverable	01118		100	ug/L	Grab	Quarterly				
Lead, Total Recoverable	01114		15	ug/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	In Situ	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				

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

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Grenelefe Resort WWTF
 Permit Application Number: FLA013016-008-DW2P/NR
 County: Polk
 Office: Southwest District

Monitoring Well ID: MWC-02
 Well Type: Compliance
 Description: Compliance Well JMW-3 (15042)
 Re-submitted DMR:

Report Frequency: Quarterly
 Program: Domestic

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___ Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Arsenic, Total Recoverable	00978		10	ug/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Cadmium, Total Recoverable	01113		5	ug/L	Grab	Quarterly				
Chromium, Total Recoverable	01118		100	ug/L	Grab	Quarterly				
Lead, Total Recoverable	01114		15	ug/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	In Situ	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				

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

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Grenelefe Resort WWTF
 Permit Application Number: FLA013016-008-DW2P/NR
 County: Polk
 Office: Southwest District

Monitoring Well ID: MWC-05
 Well Type: Compliance
 Description: Compliance Well JMW-6 (15041)
 Re-submitted DMR:

Report Frequency: Quarterly
 Program: Domestic

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? Yes No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Arsenic, Total Recoverable	00978		10	ug/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Cadmium, Total Recoverable	01113		5	ug/L	Grab	Quarterly				
Chromium, Total Recoverable	01118		100	ug/L	Grab	Quarterly				
Lead, Total Recoverable	01114		15	ug/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	In Situ	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				

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

COMMENTS AND EXPLANATION (Reference all attachments here):

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 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 shut down 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 - DATA 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.

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

PERMIT NUMBER: FLA013016
FACILITY NAME: Grenelefe Resort WWTF
FACILITY LOCATION: Abbey Court in Grenelefe, Haines City, Florida 33844-9720
Polk County
NAME OF PERMITTEE: Westgate Resorts International, Inc
PERMIT WRITER: Raji Ravindran

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA013016-008-DW2P/NR

Application Submittal Date: May 19, 2016

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.34 mgd Three Month Average Daily Flow
Proposed Increase in Permitted Capacity:	0.00 mgd Three Month Average Daily Flow
Proposed Total Permitted Capacity:	0.34 mgd Three Month Average Daily Flow

d. Description of Wastewater Treatment

An existing 0.680 million gallons per day (MGD) Three-Month Rolling Average Daily Flow (3MRADF), Type I, extended aeration domestic wastewater facility, but limited to operate at 0.340 MGD 3MRADF Type II, while clarifiers are rehabilitated in Trains 1 & 2, and as long as R-001 is the only effluent disposal system. The treatment plant consisting of: ten aeration basins of 682,187 gallons total volume, four clarifiers of 113,312 gallons total volume and 1,637 square feet of total surface area, seven deep bed automatic backwash filters of 448 square feet designed to handle 472 gpm, three pre-filter chlorine contact chambers of 21,654 gallons total volume, one post chlorine contact chamber of 19,947 gallons, one effluent pump wetwell of 9,973 gallons, and three digesters of 54,442 gallons total volume. This plant is operated to provide secondary treatment with basic disinfection.

A previous permit revision (FLA013016-004) approves upgrading of the existing facility to include the modification of: installation of a manhole box with a control valve assemblage, a wet well level indicator and a telemetry unit at the existing golf course irrigation pump station adjacent to Pond #4; the severance of the effluent

transmission line into Pond #3 to preclude discharge into Pond #3; modification of existing tankage to create two separate post filtration chlorine contact chambers (one existing tank of 19,947 gallons and one new tank of 15,000 gallons); the installation of a chlorine residual monitor and a turbidimeter with chart recorders; installation of two pump control panels one for the rapid infiltration basins transfer pumps and one for the reuse water pumps transfer system; a turbine flow meter to measure golf course reuse. This permit continues the authorization to construct these modifications. A permit modification is required to place any new reuse or effluent disposal sites into service.

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

Effluent disposal and land application site (R-001) is an existing 0.340 MGD Annual Average Daily Flow (AADF) permitted capacity rapid infiltration basin (RIB) system. R-001 is a reuse system and consists of four cell RIB of 100,188 square feet of total bottom surface area. R-001 is located approximately at latitude 28° 03' 45" N, longitude 81° 32' 42" 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 to R-001	MGD	Max	0.340	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
			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
			30.0	Monthly Average	62-610.510 & 62-600.420(3)(a)2. FAC
			60.0	Single Sample	62-610.510 & 62-600.420(3)(a)4. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(b)1. FAC
			30.0	Monthly Average	62-610.510 & 62-600.420(3)(b)2. FAC
			60.0	Single Sample	62-610.510 & 62-600.420(3)(b)4. FAC
Coliform, Fecal	#/100 mL	Max	200	Annual Average	62-610.510 & 62-600.440(5)(a)1. FAC
			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
			8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(5)(c) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max.	12.0	Single Sample	62-610.510(1) FAC
*Phosphorus, Total (as P)	mg/L	Max.	Report	Single Sample	62-600.650(3), FAC
*Nitrogen, Total (as N)	mg/L	Max.	Report	Single Sample	62-600.650(3), FAC

*Rule 62-600.650(3), FAC, allows the Department to increase or decrease the minimum requirements for parameters, frequencies of analysis, sample types monitoring locations, and compositing specifications depending on site specific

requirements, the water quality of surface and ground waters, the hydrogeology of the area, the levels of treatment, the reliability of the facility, and the levels of disinfection provided. Therefore, Total Nitrogen and total Phosphorus are included in this permit to be sampled monthly as report only.

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow, total for the facility	MGD	Max	0.340	3-Month Rolling Average	62-600.700(2)(b) FAC
		Max	Report	Monthly 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	Single Sample	62-600.660(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-600 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-600, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA013016-007-DW2P/NR expires on January 20, 2017. Permit revision (FLA013016-004) allows the facility to be upgraded in order to furnish reclaimed water. The permittee requests these improvements or features to be retained in this new permit. Additionally, based on Rule 62-600.650(3), monthly sampling of effluent samples for total nitrogen and total phosphorous is also included and captured in the permit and DMRs, wherever applicable.

5. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to Biosolids Treatment Facility (BTF) or disposed of in a Class I solid waste landfill.

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

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

6. GROUND WATER MONITORING REQUIREMENTS

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

7. PERMIT SCHEDULES

The permittee shall adhere to the following schedule:

Improvement Action	Completion Date
1. Provide appropriate documentation as required in permit conditions VIII. 1 and 2 for any new facilities or unit processes.	As required by permit conditions VIII. 1 and 2.
2. Submit an application for renewal as required in permit conditions VIII. 3.	At least 180 days before the permit expiration date.
3. Submit remaining results of samples collected from monitoring well MWC-02. The submitted laboratory report did not include all the parameters required under the primary and secondary drinking standards included in chapter 62-550, F.A.C. Please note that asbestos, acrylamide, dioxin, butachlor, epichlorohydrin, pesticides and PCBs are excluded from sampling, unless reasonably expected to be a constituent of the discharge or an artifact of the site.	90 days from the date of permit issuance
4. Submit results of annual reclaimed water or effluent (RWS-01) samples analyzed for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C. (except for asbestos, color and corrosivity).	90 days from the date of permit issuance
5. Repair the excessively loose handrail on the entrance to flow train 3. Warning sign to be posted until the handrail is repaired.	60 days from the date of permit issuance

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)

This permit is not accompanied by an AO and the facility has not entered into a CO with the Department.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 12. Copies will be provided at a minimal charge per page.

12. DEP CONTACT

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

Raji Ravindran
Engineering Specialist I
Southwest District Office
13051 N Telecom Pkwy
Temple Terrace, Florida 33637
Telephone No.: 813-470-5798

Raji.Ravindran@dep.state.fl.us

EXHIBIT L

Assignment of Interest

ASSIGNMENT OF INTEREST IN
NC REAL ESTATE PROJECTS, LLC

The undersigned Assignor, Jason M. Cox, individually (hereinafter referred to as the "Assignor") hereby sells, transfers and assigns all of the Assignor's rights, title and ownership interest that Assignor has in **NC REAL ESTATE PROJECTS, LLC**, a Florida limited liability company, which represents 100% of said LLC, and all assets owned by said entity, including, but not limited to, any real properties, all deposits or related rights, and leases or other contractual agreements with said entity, and all bank accounts associated with said entity, including but not limited to the business checking account(s) and/or the business savings account(s), free and clear of any and all claims, liens, judgments or any other encumbrances whatsoever, onto the following Assignee:

FREDERICK SCOTT HOUSE: 100% interest

Effective date is May 26, 2023.

ASSIGNOR:

[Signature]
Jason M. Cox

NORTH Carolina
STATE OF FLORIDA:
COUNTY OF POLK: Meadlenburg

The foregoing Assignment was acknowledged before me on this 20 day of May, 2023, by Jason M. Cox, who is personally known to me or who has produced a driver's license as identification.

[Signature]

Notary Public

My commission Expires:
09-04-2024

ASHLEY L. SHERRILL
NOTARY PUBLIC
Lincoln County, North Carolina
My Commission Expires 09/04/2024

ASSIGNOR:

Frederick Scott House

STATE OF FLORIDA:
COUNTY OF POLK:

The foregoing instrument was acknowledged before me on this ___ day of _____, 2023, by Frederick Scott House, who is personally known to me or who has produced a driver's license as identification.

Notary Public

My commission Expires: