

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

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

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

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

**PART I APPLICANT INFORMATION**

- A) Contact Information for Utility. The utility's name, address, telephone number, Federal Employer Identification Number, and if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

River Grove Utilities, Inc.

Utility Name

8440 South U.S. Highway 1

Office Street Address

Micco

FL

32976

City

State

Zip Code

Mailing Address (if different from Street Address)

City

State

Zip Code

(772) 664-4560

Phone Number

( ) -

Fax Number

82-1707224

Federal Employer Identification Number

rivergrovevillage@att.net

E-Mail Address

Website Address

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

Martin S. Friedman, Esquire - Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.

Name

420 S. Orange Avenue, Suite 700

Mailing Address

Orlando

FL

32801

City

State

Zip Code

(407) 310-2077

( ) -

Phone Number

Fax Number

mfriedman@deanmead.com

E-Mail Address

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

Corporation \_\_\_\_\_ P17000046338  
Number

Limited Liability Company \_\_\_\_\_  
Number

Partnership \_\_\_\_\_  
Number

Limited Partnership \_\_\_\_\_  
Number

Limited Liability Partnership \_\_\_\_\_  
Number

Sole Proprietorship

Association

Other

(Specify) \_\_\_\_\_

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

Fictitious Name (d/b/a) \_\_\_\_\_

Registration Number \_\_\_\_\_

D) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (use an additional sheet if necessary).

Bonnie E. Douglas, 6045 Highway U.S. 1, Grant, FL 32949 (51%); Sandra J. Douglass,  
9130 Central Avenue, Micco, FL 32976 (49%)

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

No

## **PART II ORIGINAL CERTIFICATE REQUESTING INITIAL RATES**

### **A) DESCRIPTION OF SERVICE**

Exhibit 1 - Provide a statement indicating whether the application is for water, wastewater, or both. If the applicant is applying only for water or wastewater, the statement shall include how the other service is provided.

River Grove Utilities, Inc. desires to provide water and wastewater service within the  
boundaries described on Exhibit 10.

**B) FINANCIAL ABILITY**

- 1) Exhibit 2 - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.
- 2) Exhibit 3 - Provide a list of all entities, including affiliates, upon which the applicant is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

1. Florida Department of Environmental Protection State Revolving Fund  

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Loan/Grant No. DW051300.
  2. Loan from PNC Bank
  3. Paid-in capital
- 

**C) TECHNICAL ABILITY**

- 1) Exhibit 4 - Provide the applicant's experience in the water or wastewater industry;  
  

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The existing water and wastewater infrastructure currently serving the River Grove Mobile Home Village has been owned and operated by the Officers of River Grove Utilities, Inc. since the 1970's.

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- 2) Exhibit 5 - Provide the copy of all current permits from the Department of Environmental Protection (DEP) and the water management district;
- 3) Exhibit 6- Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report and secondary water quality standards report; and
- 4) Exhibit 7- Provide a copy of all correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.

**D) NEED FOR SERVICE**

1) Exhibit 8 - Provide the following documentation of the need for service in the proposed area:

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

168 mobile homes, 5/8"x3/4" meter; 4 vacant mobile home lots which will have 5/8x3/4" meters; River Grove Utilities, Inc. office, 5/8" x 3/4" meter; River Grove Clubhouses (2) , 5/8" x 3/4" meter each; Sales office, 5/8x3/4" meter

- b) A copy of all requests for service from property owners or developers in areas not currently served;
- c) The current land use designation of the proposed service territory as described in the local comprehensive plan at the time the application is filed. If the proposed development will require a revision to the comprehensive plan, describe the steps taken and to be taken to facilitate those changes, including changes needed to address the proposed need for service area;

The current land use designation of the service territory shows the exiting mobile home park in Residential (2) up to 2 dwelling units per acre and the vacant 104.03 acre vacant parcel in Residential (1) up to 1 dwelling unit per acre. The mobile home park was built prior to the comprehensive plan

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

No impacts to wetlands and endangered species.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2) Exhibit 9 - Provide the date the applicant began or plans to begin serving customers. If already serving customers, a description of when and under what circumstances applicant began serving.

Applicant has been providing water and wastewater service to the park since it was first opened in the early 1970s

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**E) TERRITORY DESCRIPTION, MAPS, AND FACILITIES**

- 1) Exhibit 10 - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.
- 2) Exhibit 11 - Provide documentation of the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded lease such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the certificate.
- 3) Exhibit 12 - Provide a detailed system map showing the existing and proposed lines and treatment facilities, with the territory proposed to be served plotted thereon, consistent with the legal description provided in E-1 above. The map shall be of sufficient scale and detail to enable correlation with the description of the territory proposed to be served.
- 4) Exhibit 13 - Provide an official county tax assessment map or other map showing township, range, and section, with a scale such as 1" = 200' or 1" = 400', with the proposed territory plotted thereon, consistent with the legal description provided in E-1 above.
- 5) Exhibit 14 - Provide a description of the separate capacities of the existing and proposed lines and treatment facilities in terms of equivalent residential connections (ERCs) and gallons per day estimated demand per ERC for water and wastewater and the basis for such estimate. If the development will be in phases, this information shall be separated by phase.
- 6) Exhibit 15 - Provide a description of the type of water treatment, wastewater treatment, and method of effluent disposal.

**F) PROPOSED TARIFF**

Exhibit 16 - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.033, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

**G) ACCOUNTING AND RATE INFORMATION**

- 1) Exhibit 17 - Describe the existing and projected cost of the system(s) and associated depreciation by year until design capacity is reached using the 1996 National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA), which is incorporated by reference in Rule 25-30.115, F.A.C. The applicant shall identify the year that 80 percent of design capacity is anticipated.
- 2) Exhibit 18 - Provide the existing and projected annual contributions-in-aid-of-construction (CIAC) and associated amortization by year including a description of assumptions regarding customer growth projections using the same projections used in documented need for service for the proposed service area. The projected CIAC shall identify cash and property contributions and amortization at 100 percent of design capacity and identify the year when 80 percent of design capacity is anticipated. The projected CIAC shall be consistent with the service availability policy and charges in the proposed tariff provided in F-1 above, the schedule provided in G-6 below, and the CIAC guidelines set forth in Rule 25-30.580, F.A.C. If the utility will be built in phases, this shall apply only to the first phase.
- 3) Exhibit 19 - Provide the current annual operating expenses and the projected annual operating expenses at 80 percent of design capacity using the 1996 NARUC USOA. If the utility will be built in phases, this shall apply only to the first phase.
- 4) Exhibit 20 - Provide a schedule showing the projected capital structure including the methods of financing the construction and operation of the utility until the utility reaches 80 percent of the design capacity of the system. If the utility will be built in phases, this shall apply only to the first phase. A return on common equity shall be established using the current equity leverage formula established by order of this Commission pursuant to Section 367.081(4), Florida Statutes, unless there is competent substantial evidence supporting the use of a different return on common equity. Please reference subsection 25-30.033(4), F.A.C., for additional information regarding the accrual of allowance for funds used during construction (AFUDC).

- 5) Exhibit 21 - Provide a schedule showing how the proposed rates were developed. The base facility and usage rate structure (as defined in subsection 25-30.437(6), F.A.C.) shall be utilized for metered service, unless an alternative rate structure is supported by the applicant and authorized by the Commission.
- 6) Exhibit 22 - Provide a schedule showing how the proposed service availability policy and charges were developed, including meter installation, main extension, and plant capacity charges, and proposed donated property.
- 7) Exhibit 23 - Provide a schedule showing how the customer deposits and miscellaneous service charges were developed, including initial connection, normal reconnection, violation reconnection, and premises visit fees, consistent with Rules 25-30.311 and 25-30.460, F.A.C.

**H) NOTICING REQUIREMENTS**

Exhibit 24 - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

**PART III SIGNATURE**

Please sign and date the utility's completed application.

APPLICATION SUBMITTED  
BY:

/s/Martin S. Friedman

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Applicant's Signature

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Martin S. Friedman  
Applicant's Name (Printed)

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Attorney for Applicant  
Applicant's Title

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July 25, 2019  
Date



## Exhibit 1 – Description of Service

River Grove Utilities, Inc. desires to provide water and wastewater service within the boundaries described on Exhibit 10. These boundaries include River Grove Mobile Home Village Units 1 and 2 that consist of 172 single family mobile home lots, two clubhouses, the utility office and a sales office that presently have water and sewer service. The service area includes five (5) parcels as follows:

- a) River Grove Units 1 & 2 a total of 31.19 acres.
- b) River Grove Mobile Home Village, Inc. Office, Parcel Id. No. 30-38-14-00-283 (0.52 acres)
- c) A 104.03-acre vacant tract adjacent to River Grove Unit 2.
- d) A 5.06-acre single family tract adjacent and immediately north of the 104.03-acre tract.
- e) A 5.06-acre multifamily tract adjacent to and immediately north of the 104.03-acre tract.

## Exhibit 2 – Detailed Financial Statement

2018 Balance Sheet

2018 Income Statement

Date : 12/31/18  
Time : 4:22 AM

River Grove Mobile Home Village 162,LTC  
8440 US Hwy 1  
Micco,Fl 32976

Page no. 1

From 01/01/18 to 12/31/18

INCOME STATEMENT

Account	Account Name	This Period		Year to Date	
		General Acct	Detail Acct	General Acct	Detail Acct
4	Total Revenues				
41	Revenues	74200.05		1156319.21	
4101	Rental Income	74200.05		1156319.21	
			74200.05		1156319.21
	Total Revenue		74200.05		1156319.21
5	Total Expenses				
52	General & Admin. Expenses	279689.55		999886.40	
5201	Payroll Expense	256957.71		976649.60	
52011	Wages	6734.38		125136.34	
520111	Salaries	7952.12		123344.25	
520115	Contract Labor		2302.12		16439.25
52013	Payroll Taxes		5650.00		106905.00
520131	FICA Employer	-1217.74		1792.09	
520132	FUTA		-1008.50		1257.60
520133	SUTA		-212.20		285.22
5202	Maintenance		2.96		249.27
52022	Water/Sewer Plant Maint.	2925.00		22033.27	
52023	Buildings & Grounds Maint		0.00		2021.54
52025	Chemicals/Pool/Water		1625.00		6541.66
52026	Equipment Repairs		300.00		4316.85
52027	Pool Maint		0.00		485.30
5205	Rents & Leases		1000.00		8667.92
52053	Building Lease(Douglas)	4000.00		48000.00	
5206	Insurance		4000.00		48000.00
52062	Gnrl Business Insurance	0.00		27513.05	
5208	Shipping		0.00		27513.05
52081	Local Courier	0.00		70.07	
5210	Consulting Fee		0.00		70.07
52101	Engineering	189085.90		242752.42	
52102	Construction		0.00		25342.73
52103	Legal		136000.00		186000.00
52105	CCE,Inc(Accounting)		1650.00		12623.58
5211	Overhead Expenses		1435.90		18786.11
52111	Office Supplies	48200.43		444475.62	
52112	Telephone & Telegraph		103.85		2155.33
52113	Mail/Postage		962.14		9702.37
52114	Utilities		0.00		584.03
52115	General Supplies		3172.07		34862.15
52116	Licenses / Permits		3277.39		33263.11
52117	Park Management		245.00		3856.86
52118	Sales Commission		40000.00		255900.00
52119	Flowers Chemical(Lab)		0.00		97998.00
521191	Merchant Fees		287.00		3855.00
5212	Miscellaneous Expenses		153.07		2298.77
5213	Other Taxes		6012.00		7983.24
52132	Property Tax	0.00		57994.14	
5215	Advertising		0.00		57994.14
52152	Yellow Page Ad	0.00		691.45	
52153	Other Advertising		0.00		179.00
53	Financial Expenses		0.00		512.45
5302.2	Wells Fargo Interest	22731.84		23236.80	
5303	Bank Charges		22731.84		22731.84
			0.00		504.96
	Total Expenses		279689.55		999886.40
	NET INCOME		-205489.50		156432.81

## Exhibit 3 – Financial Ability – Funding Sources

Florida Department of Environmental Protection State Revolving Fund Loan/Grant No.  
DW051300 Agreement.

Loan from PNC Bank (Pending)

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**RIVER GROVE MOBILE HOME VILLAGE, INCORPORATED**

**DRINKING WATER STATE REVOLVING FUND  
CONSTRUCTION LOAN AGREEMENT**

**DW051301**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND  
CONSTRUCTION LOAN AGREEMENT  
DW051301**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and RIVER GROVE MOBILE HOME VILLAGE, INCORPORATED, (Project Sponsor) existing as a Florida for-profit corporation under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

**RECITALS**

Pursuant to Section 403.8532, Florida Statutes, the Department is authorized to make loans to finance or refinance the construction of public water systems, the planning and design of which have been reviewed by the Department; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Drinking Water Act; and

The Project Sponsor has applied for financing of the Project, and the Department has determined that such Project meets all requirements for a Loan and Principal Forgiveness.

**AGREEMENT**

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this construction loan agreement.
- (2) “Authorized Representative” shall mean the official of the Project Sponsor authorized to sign documents associated with the Loan.
- (3) “Capitalized Interest” shall mean the finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) “Collateral” shall mean collectively any and all real property pledged by, or on behalf of, the Project Sponsor, or in which a security interest on behalf of the Department is given to secure the Project Sponsor’s obligations reflected in the Promissory Note including, but not limited to, the real, tangible and intangible property owned by River Grove Mobile Home Village I & II which is the subject of the Mortgage (as defined below) executed in connection herewith.



(5) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the Financing Rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(8) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Rental Revenue, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Project, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Project.

(9) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(10) “Loan Application” shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(11) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(12) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(13) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(14) “Mortgage” shall mean that certain Real Estate Mortgage, Assignment and Security Agreement executed on even date herewith, and granting a lien on the real property owned by River Grove Mobile Home Village I & II, fixtures and other described Collateral.

(15) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the Project Sponsor’s Rental Revenue after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations.

(16) “Principal Forgiveness” shall mean the amount of money loaned pursuant to this Agreement, and subsequent amendments, which shall be credited against the Loan and Promissory Note as having been paid, if and in the event that the Loan is repaid according to the

terms of this Agreement. The Principal Forgiveness amount shall amortize semi-annually over the Loan term on a straight-line basis, with credit for each semi-annual amount accruing immediately following each regularly scheduled payment made by the Project Sponsor. Any default in payments or the terms of this Agreement may vitiate such credits, and such principal shall be due and owing in full.

(17) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the transmission and distribution project in accordance with the plans and specifications accepted by the Department for the "Potable Water Main Extension for River Grove Mobile Home Village" contract.

The Project is in agreement with the "River Grove Mobile Home Village Water Facilities Plan" accepted by the Department effective December 13, 2017. A Florida Categorical Exclusion Notice was published on September 29, 2017 and no adverse comments were received. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

(18) "Promissory Note" or "Note" shall mean the Project Sponsor's unconditional promise to repay this Loan. The Promissory Note is attached hereto. An additional Promissory Note will be required for any additional funding provided by amendment to this Loan Agreement.

(19) "Rental Revenue" shall mean the income received from tenants for the use or occupation of property owned by the Project Sponsor.

(20) "Security Agreement" shall mean the Project Sponsor's agreement to give the Department a security interest in Collateral. The Security Agreement is attached hereto.

(21) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

## 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

## ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any

law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Project Sponsor knows of no reason why any future required permits or approvals are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using generally accepted accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Project separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Project, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Project Sponsor agrees to construct the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(11) The Project Sponsor covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(12) The Project Sponsor shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor’s legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS98452217-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$949,228	140129

(2) Audits.

(a) In the event that the Project Sponsor expends \$750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F.

An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than \$750,000, in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than \$750,000, in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov/index?cck=1&au=&ck=](http://www.cfda.gov/index?cck=1&au=&ck=).

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-30000

or

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(ii) The Federal Audit Clearinghouse designated in 2 CFR &200.501(a) (the number of copies required by 2 CFR &200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR &200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

#### (4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

#### (5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

### ARTICLE III - LOAN REPAYMENT ACCOUNT

#### 3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

### 3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

### 3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

### 3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

## ARTICLE IV - PROJECT INFORMATION

### 4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

#### 4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

#### 4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

#### 4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

#### 4.05. DUE ON SALE, AND PROHIBITION ON LIENS OR ENCUMBRANCES.

The Project Sponsor shall not sell, convey or otherwise transfer any interest (whether voluntarily or by operation of law) in the Project or Collateral, or agree to do so, without the Department's prior written consent; including, but not limited to: (a) any sale, conveyance, assignment, or other transfer (including installment land sale contracts), or the grant of a security interest in all or any part of the legal or equitable title to the Collateral; (b) any lease of all or any part of the Collateral; or (c) any sale, conveyance, encumbrance, assignment, or other transfer of, or the grant of a security interest in any share of stock of the Project Sponsor, if a corporation, or any partnership interest in the Project Sponsor, if a partnership, or any membership interest in the Project Sponsor, if a limited liability entity. Any default under this Section shall constitute a Default (as that term is defined in Section 6.01), and at the election of the Department shall constitute cause for immediate acceleration of the Promissory Note without any notice or demand by the Department.

#### 4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

#### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved



costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

#### 4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred construction costs and related services.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

### ARTICLE V - RATES AND USE OF THE PROJECT

#### 5.01. RATE COVERAGE.

The Project Sponsor shall Pledged Revenues which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

#### 5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Project without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Project so as to adversely affect Rental Revenues.

5.05. MAINTENANCE OF THE PROJECT.

The Project Sponsor shall operate and maintain the Project in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such renewals, replacements, additions, modifications and improvements shall become part of the Project.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue services and use its best efforts to maintain the receipt of all Rental Revenue.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in

reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Project or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Pledged Revenues of the Project.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default to the Department and such failure shall continue for a period of 30 days.

## 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause the collection of Pledged Revenues, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect the Pledged Revenues, and apply the Pledged Revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

(9) By suing to foreclose any mortgage, pledge or security interest in any Collateral.

(10) By the acceleration of maturity or payment date of the Promissory Note, making it immediately due and payable in full, less Semiannual Loan Payment amounts received and any Principal Forgiveness amounts credited.

### 6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII - THE PLEDGED REVENUES

### 7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a first and prior mortgage lien on the real property, and a first lien on all other Collateral (including the Pledged Revenues) which, along with any other Department State Revolving Fund liens on the

Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

## ARTICLE VIII - GENERAL PROVISIONS

### 8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, including the Principal Forgiveness portion, and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

### 8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written

agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

#### 8.06. ABANDONMENT OF AGREEMENT BY PROJECT SPONSOR.

The Project Sponsor must draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first. Failure by the Project Sponsor to do so shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, terminate this Agreement.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. TRAFFICKING IN PERSONS.

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not; engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

#### 8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the

Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at [Parsons.Sheryl@epamail.epa.gov](mailto:Parsons.Sheryl@epamail.epa.gov) and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

#### 8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

#### 8.11. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed as on the Department's webpage at <http://www.dep.state.fl.us/water/wff/index.htm> as "Signage Guidance for Capitalization Grant Projects".

#### 8.12. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S**

**CUSTODIAN OF PUBLIC RECORDS AT (850) 245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

#### 8.13. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.



## ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

### 9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.
- (7) Certification that the Project Sponsor and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (8) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

### 9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Project (hereafter referred

to as “Revenue Producing Facilities”) to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Revenue Producing Facilities of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

## ARTICLE X - DETAILS OF FINANCING

### 10.01. PRINCIPAL AMOUNT OF LOAN.

The total Loan amount awarded is \$949,228. Of that, the estimated potential amount of Principal Forgiveness is \$776,848. The estimated principal amount of the Loan to be repaid (assuming no default and compliance with the repayment schedule) is \$173,180, (comprising \$172,380 disbursed to the Project Sponsor and \$800 of Capitalized Interest). Each Semiannual Loan Payment made in compliance with the repayment schedule set out in Section 10.05 below will result in a corresponding credit against the Principal Forgiveness Amount based on a twenty year amortization.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$3,448 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Principal Forgiveness and Capitalized Interest; that is, two percent of \$172,380. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

### 10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0.72 percent per annum. However, if this Agreement is not executed by the Project Sponsor and returned to the Department before January 1, 2019, the Financing Rate may be adjusted.

#### 10.04. LOAN TERM.

The Loan term shall be 20 years.

#### 10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and Loan Service Fee capitalized interest and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and the Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$4,749 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, including Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on September 15, 2020 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount to be repaid of \$176,628, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

#### 10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Project Sponsor's Project audit or a Department audit.

The Project Sponsor agrees to the following estimates of Project costs:

<u>CATEGORY</u>	<u>PROJECT COSTS (\$)</u>
Construction	889,550
Contingencies	44,478
Technical Services After Bid Opening	15,200
SUBTOTAL (Disbursable Amount)	949,228
Less Principal Forgiveness	(776,848)
SUBTOTAL (Loan Amount)	172,380
Capitalized Interest	800
TOTAL (Loan Principal Amount)	173,180

Technical services costs of up to 5% of the construction costs are eligible for Principal Forgiveness. Costs that exceed 5% of the construction costs are only eligible for Loan funds.

#### 10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

- (1) Invoices submitted for work performed on or after February 14, 2018 shall be eligible for reimbursement.
- (2) Completion of Project construction is scheduled for March 15, 2020.
- (3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than March 15, 2020.
- (4) The first Semiannual Loan Payment in the amount of \$4,749 shall be due September 15, 2020.

#### 10.08. SPECIAL CONDITION.

Prior to any funds being released, the Project Sponsor shall submit proof of filing for the Mortgage Agreement, Cross Affiliate Guaranty, Security Agreement, the UCC-1 and the Intangible Tax payment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW051301 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument. This Agreement incorporates the Mortgage and Security Agreement, which are attached hereto.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

Florida documentary tax required by law in the amount of \$3,325.35 has been paid or will be paid to the Department of Revenue.

for  
**RIVER GROVE MOBILE HOME VILLAGE, INCORPORATED**

\_\_\_\_\_  
Bonnie E. Douglas, President

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2018, by  
Bonnie E. Douglas, who  is personally known to me /  provided the following  
identification:

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

I attest to the opinion expressed in Section 2.02,  
entitled Legal Authorization.

\_\_\_\_\_  
Attorney representing the Project Sponsor

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

**A. Settlement Statement**

**U.S. Department of Housing and Urban Development**

OMB Approval No. 2502-0265

<b>B. Type of Loan</b>		<b>10. Mortgage Insurance Case Number</b>	
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins	4. <input type="checkbox"/> VA
8. File Number 2018-50339		9. Loan Number 1610215	
5. <input type="checkbox"/> Conv. Ins		6. <input type="checkbox"/> Cash	
7. <input type="checkbox"/> Other			
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.			
<b>D. NAME AND ADDRESS OF BORROWER:</b>		River Grove Mobile Home Village I & II, LTD	
<b>E. NAME AND ADDRESS OF SELLER:</b>			
<b>F. NAME AND ADDRESS OF LENDER:</b>		PNC Bank, NA	
<b>G. PROPERTY LOCATION:</b>		8440 Highway US 1, Mico FL 32976	
<b>H. SETTLEMENT AGENT</b>		Professional Title of Indian River, Inc. 1546 N. US Highway 1, Sebastian FL 32958 (772) 589-3231	
<b>PLACE OF SETTLEMENT</b>		1546 N. US Highway 1, Sebastian FL 32958	
<b>I. SETTLEMENT DATE:</b> 02/05/2019		<b>DISBURSEMENT DATE:</b> 02/05/2019	
<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)		403.	
104. 5,206.00		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City/Town taxes		406. City/Town taxes	
107. County taxes		407. County taxes	
108.		408.	
109. Loan Proceeds not in use		409.	
110. 250,000.00		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504.	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/Town taxes		510. City/Town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement From/To Seller	
301. Gross Amount due from borrower (line 120)		601. Gross Amount due to Seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	
303. CASH From BORROWER		603. CASH To SELLER	
250,000.00		5,206.00	

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on February 5, 2019.

## Exhibit 4 – Technical Ability – Experience

The existing water and wastewater infrastructure currently serving the River Grove Mobile Home Village has been owned and operated by the Officers of River Grove Utilities, Inc. since the 1970's.

The system will be operated pursuant to an operations agreement with U.S. Water which is attached.



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

**OPERATION SERVICES AGREEMENT**

**BETWEEN**

**River Grove Mobile Home Village 1&2,Ltd.**

**Re: River Groves MHP Village - Water / Wastewater Treatment Facility**

**AND**

**U.S. Water Services Corporation**

THIS AGREEMENT is to commence on **April 1 2018** between **U.S. Water Services Corporation**, whose address is 4939 Cross Bayou Blvd., New Port Richey, FL 34652, referred to herein as Contractor, and **River Grove Mobile Home Village 1&2,Ltd** being the lawful facility operator/agent/tenant/owner (*specify*), hereafter referred to as Owner, whose mailing address is:

**8440 US Highway 1 Sebastian, Fl. 32976**

IN CONSIDERATION of the mutual covenants contained herein and other valuable considerations, the sufficiency of which is hereby acknowledged by both parties regarding the details herein, the parties do hereby promise, covenant, and agree as follows:

Contractor will provide operation services related to the water treatment facility known as **River Grove Mobile Home Village 1&2** where the property is owned by COMPANY NAME and physically located at: **8440 US Highway 1 Sebastian, Fl. 32976** in **Brevard County**, as detailed below

**I. Operation of Treatment Facilities-BASIC SERVICES**

- (a) Contractor will provide site visits as required by the current permit(s) to the permitted facility utilizing personnel having the required state certification. Site visit frequency shall be **5 days per week and 1 weekend visits to the Water & Wastewater Plants**.
- (b) Contractor will maintain accurate and complete records on plant operation and laboratory data as required by the appropriate Regulatory Agency(s) having jurisdiction and shall submit all operating reports, as currently required, to the permitting Regulatory Agency with a copy to Owner.
- (c) Contractor will provide its services in a safe manner and with the appropriate efficiency consistent with the plant's ability to function effectively.





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- (d) The Contractor is required to report to the permit issuing Regulatory Agency and the Owner (permittee), within 24 hours, the discovery of any serious plant breakdown or condition causing or likely to cause:
1. Unsafe treatment plant operations
  2. Any discharge of water or wastewater not in accordance with the facility permit, and/or
  3. Any major interruption in service
- (e) In addition to d) above, when observed or experienced, the Contractor will inform the Owner of any features or appurtenances of the facility which may be an impediment to the efficient or reliable operation of the facility and which require repair or replacement. If authorized by the Owner, and at Owner's expense, the Contractor shall initiate corrective actions.
- (f) In addition to e) above the Contractor shall at least annually coordinate with the Owner a joint field evaluation of the facilities to review the general condition and appearance of the facility, noting such maintenance and housekeeping issues that may be of concern to the permitting Regulatory Agency during an inspection by such Agency. The Contractor's advice whether given during routine visits or during such joint field evaluations with the Owner, is based upon the Contractor's regulatory knowledge, operations experience, and previous inspections of comparable facilities and/or the Owner's facilities. Such advice by the Contractor is not a guarantee to the Owner that other items not so identified by the Contractor or the Owner may be of concern to the inspecting Regulatory Agency at the time of the Agencies' inspection.
- (g) As a part of its base operations service routine, the Contractor shall perform field tests as necessary to assist in the operation of the facility and as necessary to comply with the per visit requirements currently set forth by the permitting Regulatory Agency. Such routine observation and field tests for water facilities consists of chlorine residual and flow and for wastewater facilities consists of chlorine residual, PH, and flow. The cost for field tests as outlined above is included in the base operations service fee.
- (h) The Contractor is responsible for the coordination of the physical pulling of monthly, quarterly or annual samples in accordance with the current sampling schedule approved by the Regulatory Agency. The Contractor will also coordinate the testing of such samples by a certified laboratory and shall incorporate the results of such testing in the appropriate reports to the Regulatory Agency. The Contractor is responsible for operating the Owner's facility to meet the current limits of the permit and within the applicable laws, rules and regulations of the Regulatory Agency, within the capabilities of the facility to treat the water or wastewater. The cost of pulling of samples, supplies, due care, transportation to the laboratory, and receiving the results from the laboratory is not included in the Contractor's charge for basic services unless so specified in Part II- Payment Schedule.



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- (i) Contractor will coordinate chemical delivery to the treatment facility, the cost of chemicals  is  is not included in the Base Services Fee. Contractor will maintain the operability of the disinfection system; however, the upkeep expense of replacing tubing, check valves, and other small items of the system will be billed to and paid by the Owner.
- (j) Contractor shall conduct services with the safety of staff and public as a primary focus. It is required by regulatory agencies that the physical plant be maintained by the Owner in a manner that protects all persons associated with operations or use. Contractor will advise Owner of any apparent safety concerns; however, this provision does not mean the Contractor is responsible for any repairs or changes needed to ensure safety at the treatment site unless the Contractor has been engaged to repair such and said deficiencies are a portion of or the result of work by the Contractor.

**II. Payment Terms and Schedule**

- (a) Owner will pay **\$989.60** per month for basic operation services of the permitted facility(s). Monthly base operations will be billed in a lump sum at the beginning of each month for that month's services.

The Base Operations Service Fee:

**Does not include sampling \*Richard Bass/River Grove Mobile Home Village will be collecting Sampling and River Grove Mobile Home Village has Flowers account , U.S. Water Services will need access to results and reports!**

Does include only the below listed sampling/testing:

Wastewater				Water	
Test	Frequency	Test	Frequency	Test	Frequency
Effluent		Influent			

Sampling (additional to the above) if performed by the Contractor, will be invoiced in accordance with the fee schedule shown in Exhibit B. Exhibit B is attached and subject to change without notice.

The above selected sampling/testing alternatives do not include tri-annual, special events, lead and copper, or additional sampling as may be determined necessary by the Regulatory Agency in addition to the scheduled sampling plan.





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Additional requirements \_\_\_\_\_

- (b) A monthly fuel surcharge fee may be charged. This fee is based upon the number of weekly visits required under the permit necessary to provide base operations services. The fuel surcharge fee may be adjusted annually between April and May to reflect the increase or decrease in fuel costs based upon the annual weighted average change in fuels costs.
- The current fuel surcharge for \_\_\_ visits per week is \$0.00/month.
- Fuel surcharge is applicable to this Agreement in addition to the base operations services fee.
- (c) Base Operation Services fee will adjust yearly based upon changes in the "Year End" consumer price index (CPI) as determined yearly by the U.S. Government for the category index of "Water and Sewage Maintenance". Such CPI adjustment shall be applied each April.
- (d) Should it become necessary to perform services or provide material not listed in items I.(a)-I.(j) above, Contractor shall notify the Owner. For services totaling less than \$500 verbal notification and approval is acceptable. For services estimated to exceed \$500 the Contractor will provide Owner with a proposal which must be accepted, signed, and returned to Contractor before Contractor will undertake any such work. In cases of an emergency the above stated process may not occur in which case the prevailing rates shown in Exhibit A will apply. Exhibit A is attached and subject to change without notice. All materials provided are at cost plus a 25% Contractor markup.
- (e) In the event that the client reasonably disputes a portion of an invoice other than a base service charge, the client may in writing lodge a Billing Dispute Notice within ten (10) calendar days from the receipt of the relevant Invoice and state their objections in the Notice. U.S. Water Services Corporation will respond to the Bill Dispute Notice within thirty (30) calendar days of its receipt and interest will not be applied to the disputed amount until resolved but under no circumstances shall such abatement last longer than sixty (60) days. Payment is due within the terms of the contract for all amounts not in dispute.
- (f) Payment Methods - The price quotes and schedule of fees for all services rendered by or through the Contractor anticipates that payments will be received as cash, check or ACH. Payment by other methods such as credit cards will not be accepted for services under prices quoted herein. Additionally, should the OWNER utilize the services of a payment processing company USWSC will not contract with nor pay any fee associated with these services. All fees or charges associated with the payment method or procedure selected by the Owner shall be paid by the OWNER. Prompt payment of all invoices is expected, and any invoices remaining unpaid 30 days after issued will be assessed interest at an interest rate of 1% per month (12% annual).



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**III. Insurance**

Contractor will carry and maintain throughout the period of the contract Commercial General Liability Insurance and Worker's Compensation at Contractor's sole expense.

**IV. Non Solicitation of Employees**

Owner acknowledges that U.S. Water Services incurs substantial recruitment, screening, training, administrative, and marketing expenses with respect to their operators, and that the identity, telephone number, address, skills, qualifications, preferences, and work history of the operators constitute trade secrets of U.S. Water Services. Accordingly, Owner agrees not to directly or indirectly utilize, offer to hire, hire on a permanent or part time basis, or engage as an independent contractor or free-lancer any operator employed or previously employed by Contractor during the period of this agreement, or within 2 years of termination of this Agreement without the expressed prior written consent of U.S. Water Services. If the Owner violates this paragraph, Owner promises to pay a conversion fee equal to one year's annual bill rate in effect at the time of termination of the services of U.S. Water Services or \$10,000 dollars, whichever is greater.

**V. Duration of Agreement**

The stated term of this contract is for one calendar year, and will automatically renew unless otherwise notified by either party no later than 60 days prior to the contract anniversary. Either party may cancel or terminate this contract for any reason with a sixty (60) day written notice. Contractor reserves the right to cancel this agreement without sixty (60) days written notice if Owner's account becomes thirty (30) days past due.

Any notices of cancellation shall be presented by certified mail to:

**Facility Operator/Agent/Tenant/Owner: Contractor:**  
(Specify)

River Grove Mobile Home Village 1&2  
Ltd.  
8440 US Highway 1  
Sebastian , Fl. 32976

U.S. Water Services Corporation  
4939 Cross Bayou Boulevard  
New Port Richey, FL 34652  
(727) 848-8292

**VI. Jurisdiction / Attorney's Fees**

Payment for services rendered under this agreement is due in Pasco County, Florida, and failure to timely and fully make any payment constitutes a breach of this agreement, with such breach deemed by the parties hereto to have occurred in Pasco County, Florida. The





Water and Wastewater Utility Operations, Maintenance, Engineering, Management

sole and exclusive venue for any legal action arising from or relating to this agreement shall be in Pasco County, Florida, to the exclusion of any other venue or court.

The prevailing party in any legal action shall be entitled to an award of costs and reasonable attorney's fees related to litigation. This includes, but is not limited to, expenses incurred in any attempt to collect on this contract, interest accumulated, as well as court filing fees.

This agreement, consisting of 9 pages including the signature page, represents the entire understanding between the Owner and and may only be modified in writing and signed by both parties.

**Facility Operator/Agent/Tenant/Owner**  
(Specify)

By: Charles S. Douglas 3-05-18  
Signature Date  
Charles S Douglas-Director  
Print Name and Title

**Contractor**

U.S. Water Services Corporation

By: [Signature] March 14<sup>th</sup>, 2018  
Date  
S.R. VP & Corp. Secretary  
Title

**CUSTOMER INFORMATION (Please Type or Print☺)**

Customer/Company Name:	River Grove MHV, Ltd.	The customer is a(n): <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual(s) <input type="checkbox"/> Other _____
Person To Sign Contract & Title:	Charles S Douglas	
Customer Address:	8440 US HWY 1	
Customer Phone & Fax:	772-664-4560	
Facility Name:	River Grove MHV, Ltd.	
Facility Address:	8440 US Hwy 1 Micco, FI 32976	
Facility Contact & Phone:	772-664-4560	Has customer received a Credit Reference form for completion?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Billing Contact Name:	Donna Bass	
Billing Address (if different):		
Billing Phone & Fax:	772-539-2248	
Contact Name for Compliance Information (MOR or DMR):	Richard Bass Co 2516/587	
Address (if different):		
Compliance Phone & Fax:	772-539-1954	

Please complete and mail or fax to:

**U.S. Water Services Corporation**  
**Attn.: Operations Contracts**  
**4939 Cross Bayou Blvd**  
**New Port Richey FL 34652**  
**Fax: 727-849-4219**

## Exhibit 5 – Technical Ability – Permits

Copies of the following permits are attached:

1. Current Wastewater Treatment Facility Permit No. FLA010400
2. FDEP Permit Number 0080414-028-DS to extend the water distribution system of Barefoot Bay (PWS No. 3050057) to serve River Grove Mobile Home Village (PWS No. 3054057)



# Florida Department of Environmental Protection

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

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

Sent via email to: [rivergrovevillage@att.net](mailto:rivergrovevillage@att.net)

In the Matter of an  
Application for Permit by:

River Grove Mobile Home Village I & II  
Charles S Douglas  
8440 Us Hwy 1  
Sebastian, Florida 32976

File Number FLA010400-004  
Brevard County  
River Grove I & II MHV WWTF

## NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA010400 to operate the River Grove I & II MHV domestic wastewater treatment facility, issued under Chapter 403, Florida Statutes.

**Monitoring requirements under this permit are effective on October 1, 2016.** 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.

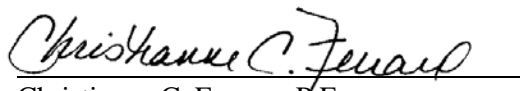
Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

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 Orlando, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

  
\_\_\_\_\_  
Christianne C. Ferraro, P.E.  
Administrator  
Permitting and Waste Cleanup Program-  
Wastewater

CCF/ak/

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] July 22, 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 on July 22, 2016 to the listed persons.

  
\_\_\_\_\_  
Name July 22, 2016  
Date

Enclosure: Permit, Discharge Monitoring Report, and Statement of Basis

Copies furnished by e mail to:

- Mark Cadenhead P.E. ([mark\\_cadenhead@bellsouth.net](mailto:mark_cadenhead@bellsouth.net))
- David Smicherko, DEP ([david.smicherko@dep.state.fl.us](mailto:david.smicherko@dep.state.fl.us))
- Reggie Phillips, DEP ([reggie.phillips@dep.state.fl.us](mailto:reggie.phillips@dep.state.fl.us))
- Shabbir Rizvi, DEP ([shabbir.rizvi@dep.state.fl.us](mailto:shabbir.rizvi@dep.state.fl.us))
- Monica Sudano, DEP ([monica.sudano@dep.state.fl.us](mailto:monica.sudano@dep.state.fl.us))
- Elsa Potts, DEP ([elsa.potts@dep.state.fl.us](mailto:elsa.potts@dep.state.fl.us))
- John C. Royal, Brevard County ONRM ([john.royal@brevardcounty.us](mailto:john.royal@brevardcounty.us))



# Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**

River Grove Mobile Home Village I & II

**RESPONSIBLE OFFICIAL:**

Charles S Douglas  
8440 Us Hwy 1  
Sebastian, Florida 32976  
(772) 473-7212

**PERMIT NUMBER:**

FLA010400

**FILE NUMBER:**

FLA010400-004-DW3P

**EFFECTIVE DATE:**

August 3, 2016

**EXPIRATION DATE:**

August 2, 2021

**FACILITY:**

River Grove I & II MHV WWTF  
8440 US Highway 1  
Micco, FL 32976-2613  
Brevard County  
Latitude: 27°52' 24.96" N Longitude: 80°30' 15.75" 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 0.030 million gallon per day (MGD) three month average daily flow (TMADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of flow equalization, influent screening, aeration, secondary clarification, chlorination and aerobic digestion of biosolids.

**REUSE OR DISPOSAL:**

**Land Application R-001:** An existing 0.030 MGD three month average daily flow permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of three (3) rapid infiltration basins with a total wetted area of 0.279 acres [two (2) at 2,880 +/- square feet total wetted area each and one (1) at 6,400 +/- square feet total wetted area] located approximately at latitude 27°52' 25" N, longitude 80°30' 16" W.

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

PERMITTEE: River Grove Mobile Home Village I & II  
 FACILITY: River Grove I & II MHV

PERMIT NUMBER: FLA010400  
 EXPIRATION DATE: August 2, 2021

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

**A. Reuse and Land Application Systems**

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

Parameter	Units	Max/Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	
Flow (To RIBs)	MGD	Max Max	0.030 Report	Quarterly Average Monthly Average	5 Days/Week	Elapsed Time Measurement on Pump (Pump Log)	FLW-1	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45 60	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30 45 60	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Annual Average Monthly Geometric Mean Single Sample	Monthly	Grab	EFA-1	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-1	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Annually	Grab	EFA-1	See I.A.6
Nitrogen, Total	mg/L	Max	Report	Single Sample	Annually	Grab	EFA-1	See I.A.7
Phosphorus, Total (as P)	mg/L	Max	Report	Single Sample	Annually	Grab	EFA-1	See I.A.8

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

Monitoring Site Number	Description of Monitoring Site
FLW-1	Elapsed time meters on surge tank pumps.
EFA-1	Chlorine contact tank effluent.

3. An elapsed time measurement on pump (pump log) shall be utilized to measure flow and calibrated at least once every 12 months. *[62-600.200(25)]*
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report to be used to calculate the annual average. *[62-600.440(5)]*
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. *[62-610.410, 62-600.440(4)(b) and (5)(b)]*
6. Nitrate nitrogen (NO<sub>3</sub>) concentration in the water discharged to the land application system shall not exceed 12.0 mg/L, or as required to comply with Rule 62-610.510, F.A.C. If the facility exceeds this limit, the Department may require future groundwater monitoring or modification to the treatment facility to remove nitrogen. *[62-610.510(1) FAC]*
7. Monitoring for total nitrogen (TN) is required as allowed by Rule 62-600.650(3) FAC, to evaluate impacts of reclaimed water to ground and surface waters in an impaired water basin. *[62-600.650(3)]*
8. Monitoring for total phosphorus (TP) is required as allowed by Rule 62-600.650(3) FAC, to evaluate impacts of reclaimed water to ground and surface waters in an impaired water basin. *[62-600.650(3)]*

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**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 through plant)	MGD	Max Max	0.030 Report	Quarterly Average Monthly Average	5 Days/Week	Elapsed Time Measurement on Pump (Pump Log)	FLW-1	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-1	See I.B.3

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

Monitoring Site Number	Description of Monitoring Site
FLW-1	Elapsed time meters on surge tank pumps.
CAL-1	Calculated using FLW-1.
INF-1	Influent to first surge tank.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-600.660(4)(a)]
4. An elapsed time measurement on pump (pump log) shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
5. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
- a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
  - b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
  - c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

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

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

6. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-600.650(2)]
7. **Monitoring requirements under this permit are effective on October 1, 2016.** 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 <sup>th</sup> day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

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

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

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

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

**Electronic submittal is preferred, by sending to [DEP\\_CD@dep.state.fl.us](mailto:DEP_CD@dep.state.fl.us).**

**If submitted electronically:** Documents requiring signing and sealing must signed, sealed, **and** electronically certified, as required by FBPE for electronic submittals. The procedures are located on the DEP website at:

<http://www.dep.state.fl.us/water/wastewater/forms/ElectronicSubmissionInstructionsDOM.pdf>  
<http://www.dep.state.fl.us/water/wastewater/docs/InstructionsIndependentDocumentsEngineerLetter.pdf>

Florida Department of Environmental Protection  
 Central District Office  
 3319 Maguire Blvd  
 Suite 232  
 Orlando, Florida 32803-3767

Phone Number - (407)897-4100  
 [62-620.305]

- 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

- Biosolids generated by this facility may be transferred to American Bioclean 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)]



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2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]
3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.7.

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

[62-640.650(5)(a)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 (Transferred & 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	

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

*[62-640.880(4)]*

#### **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**

1. Section III is not applicable to this facility.

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

#### **1. Part IV Rapid Infiltration Basins (RIBs)**

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 RIBs shall be limited to 3.96 inches per day (as applied to the entire bottom area). *[62-610.523(3)]*
3. The RIBs normally shall be loaded for 7 days and shall be rested for at least 7 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. *[62-610.523(4)]*
4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. *[62-610.523(6) and (7)]*
5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.514 and 62-610.414]*
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

### **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 operators certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

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

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

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

1. **Submit updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C., by September 1 of each year, as specified in Section VI of this permit. *[62-600.405(5)]***

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

**C. Recordkeeping Requirements**

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
  - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
  - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
  - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
  - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
  - e. A copy of the current permit;
  - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
  - g. A copy of any required record drawings;
  - h. Copies of the licenses of the current certified operators;
  - i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
  - j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years. [62-620.350, 62-602.650, 62-640.650(4)]

**VI. SCHEDULES**

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

Improvement Action	Completion Date
1. Submit an updated Capacity Analysis Report in accordance with permit condition V.B.1.	September 1 of each year beginning in 2017
2. Place audible and visual high level alarms on the lift station	August 31, 2016
3. Correct Inflow to Master Lift station	August 31, 2016
4. Install an equalization pipe between east and west ponds, and open the pipe between the west and south pond for low equalization to prevent potential overflow from RIBS	August 31, 2016
5. Clean and scarify RIBs: East RIB West RIB South RIB	September 30, 2016 February 28, 2017 July 30, 2017
6. Submit documentation to the Department, showing all corrective actions have been completed.	September 1, 2017
7. Register for and begin using the Departments EzDMR system, per condition I.B.8 of this permit.	February 2017

[62-620.320(6)]

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

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

## **VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS**

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

## **VIII. OTHER SPECIFIC CONDITIONS**

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. *[62-610.800(10)]*
2. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*
3. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
4. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
5. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
  - a. Which may cause fire or explosion hazards; or
  - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
  - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
  - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
  - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

*[62-604.130(5)]*

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

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

*[62-620.625(2)]*

## **IX. GENERAL CONDITIONS**

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

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be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5)]

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6)]
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
  - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - b. Have access to and copy any records that shall be kept under the conditions of this permit;
  - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]

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

*[62-620.610(17)]*

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

*[62-620.610(18)]*

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*

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

*[62-620.610(20)]*

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*
22. Bypass Provisions.
- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
  - b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:



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- (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.

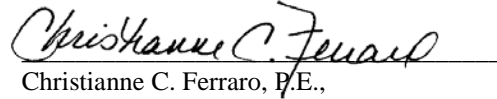
[62-620.610(23)]

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Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION



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

PERMIT ISSUANCE DATE:

JULY 20, 2016

Attachment(s):  
Discharge Monitoring Report

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

PERMIT NUMBER: FLA010400-004  
FACILITY NAME: River Grove Mobile Home Village WWTF  
FACILITY LOCATION: 8440 US Highway 1, Micco, FL 32976-2613  
Brevard County  
NAME OF PERMITTEE: River Grove Mobile Home Village I & II  
PERMIT WRITER: Ali Kazi

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA010400-004-DW3P  
Application Submittal Date: June 24, 2016;

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private  
SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.030 mgd Three Month Average Daily Flow
Proposed Increase in Permitted Capacity:	0 mgd Three Month Average Daily Flow
Proposed Total Permitted Capacity:	0.030 mgd Three Month Average Daily Flow

d. Description of Wastewater Treatment

An existing 0.030 million gallon per day (MGD) three month average daily flow (TMADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of flow equalization, influent screening, aeration, secondary clarification, chlorination and aerobic digestion of biosolids.

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

R-001 is a reuse system which consists of three (3) rapid infiltration basins with a total wetted area of 0.279 acres [two (2) at 2,880 +/- square feet total wetted area each and one (1) at 6,400 +/- square feet total wetted area]

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 RIBs)	MGD	Max	0.030	Quarterly Average	62-600.700(2)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(a)1.a. FAC
		Max	30.0	Monthly Average	62-610.510 & 62-600.420(3)(a)2.a. FAC
		Max	45	Weekly Average	62-610.510 & 62-600.420(3)(a)3.a. FAC
		Max	60	Single Sample	62-610.510 & 62-600.420(3)(a)4.a. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(b)1. FAC
		Max	30	Monthly Average	62-610.510 & 62-600.420(3)(b)2. FAC
		Max	45	Weekly Average	62-610.510 & 62-600.420(3)(b)3. FAC
		Max	60	Single Sample	62-610.510 & 62-600.420(3)(b)4. FAC
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-610.510 & 62-600.440(4)(c)1. FAC
		Max	200	Monthly Geometric Mean	62-600.440(4)(c)2. FAC
		Max	800	Single Sample	62-600.440(4)(c)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(4)(b) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	62-610.510(1) FAC
Nitrogen, Total	mg/L	Max	Report	Single Sample	62-600.650(3) FAC.
Phosphorus, Total (as P)	mg/L	Max	Report	Single Sample	62-600.650(3) FAC.

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow (Total through plant)	MGD	Max	0.030	Quarterly 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)&(5) 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 FLA010400-004 expires on **August 2, 2021**.

5. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to American Bioclean 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

This section is not applicable to this facility.

7. PERMIT SCHEDULES

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

Improvement Action	Completion Date
1. Submit an updated Capacity Analysis Report in accordance with permit condition V.B.1.	September 1 of each year beginning in 2017
2. Place audible and visual high level alarms on the lift station	August 31, 2016
3. Correct Inflow to Master Lift station	August 31, 2016
4. Install an equalization pipe between east and west ponds, and open the pipe between the west and south pond for low equalization to prevent potential overflow from RIBS	August 31, 2016
5. Clean and scarify RIBs: East RIB West RIB South Rib	September 30, 2016 February 28, 2017 July 30, 2017
6. Submit documentation to the Department, showing all corrective actions have been completed.	September 1, 2017
7. Register for and begin using the Departments EzDMR system, per condition I.B.8 of this permit.	February 2017

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 permittee 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. TERM OF THE PERMIT

The applicant has requested, and the Department denied, that the permit for FLA010400 be issued for a term exceeding five years. The Department has reviewed the criteria in Section 403.087(3), F.S., and determined that the requirements have not been met. River Grove Mobile Home Village WWTF has been in operation for at least five years, is not operating under a permit with an accompanying administrative order, does not have any enforcement action pending against it, but does not have required good compliance history for at least the preceding two years. An inspection conducted on February 2016 resulted in Compliance Assistance Offer (CAO) letter sent on June 29, 2016.

12. THE ADMINISTRATIVE RECORD

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

13. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Permit Issuance

July 15, 2016

14. DEPARTMENT CONTACT

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

Ali Kazi  
Professional Engineer III  
Ali.kazi@dep.state.fl.us

3319 Maguire Blvd  
Suite 232  
Orlando, FL 32803-3767

Telephone No.: (407) 897-4149

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

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

PERMITTEE NAME:	River Grove Mobile Home Village I & II	PERMIT NUMBER:	FLA010400-004-DW3P	<b>Effective Date of DMR</b>	<b>October 1, 2016</b>
MAILING ADDRESS:	8440 Us Hwy 1 Sebastian, Florida 32976-	LIMIT:	Final	<b>Expiration Date</b>	August 2, 2021
FACILITY:	River Grove I & II MHV	CLASS SIZE:	N/A	REPORT FREQUENCY:	Monthly
LOCATION:	8440 US Highway 1 Micco, FL 32976-2613	MONITORING GROUP NUMBER:	R-001	PROGRAM:	Domestic
COUNTY:	Brevard	MONITORING GROUP DESCRIPTION:	Rapid infiltration basins, with Influent		
OFFICE:	Central District	RE-SUBMITTED DMR:	<input type="checkbox"/>		
		NO DISCHARGE FROM SITE:	<input type="checkbox"/>		
		MONITORING PERIOD	From: _____	To: _____	

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow (To RIBs)	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-1	Permit Requirement	0.030 (Qt.Avg.)	Report (Mo.Avg.)	MGD						5 Days/Week	Elapsed Time Measurement on Pump
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFA-1	Permit Requirement					20.0 (An.Avg.)		mg/L		Monthly	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 A Mon. Site No. EFA-1	Permit Requirement				60 (Max.)	45 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 Y Mon. Site No. EFA-1	Permit Requirement					20.0 (An.Avg.)		mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 A Mon. Site No. EFA-1	Permit Requirement				60 (Max.)	45 (Max.Wk.Avg.)	30 (Mo.Avg.)	mg/L		Monthly	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 Y Mon. Site No. EFA-1	Permit Requirement					200 (An.Avg.)		#/100mL		Monthly	Grab

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

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

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

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

FACILITY: River Grove I & II MHV

MONITORING GROUP R-001

PERMIT NUMBER: FLA010400-004-DW3P

NUMBER:

MONITORING PERIOD From: \_\_\_\_\_ To: \_\_\_\_\_

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement										
PARM Code 74055 A Mon. Site No. EFA-1	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL			Monthly	Grab
pH	Sample Measurement										
PARM Code 00400 A Mon. Site No. EFA-1	Permit Requirement				6.0 (Min.)	8.5 (Max.)	s.u.			5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement										
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement				0.5 (Min.)		mg/L			5 Days/Week	Grab
Flow (Total through plant)	Sample Measurement										
PARM Code 50050 P Mon. Site No. FLW-1	Permit Requirement	0.030 (Qt.Avg.)	Report (Mo.Avg.)	MGD						5 Days/Week	Elapsed Time Measurement on Pump
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement										
PARM Code 00180 P Mon. Site No. CAL-1	Permit Requirement					Report (Mo.Avg.)	percent			Monthly	Calculated



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

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

PERMITTEE NAME:	River Grove Mobile Home Village I & II	PERMIT NUMBER:	FLA010400-004-DW3P	<b>Effective Date of DMR</b>	<b>October 1, 2016</b>
MAILING ADDRESS:	8440 Us Hwy 1 Sebastian, Florida 32976-	LIMIT:	Final	<b>Expiration Date</b>	August 2, 2021
FACILITY:	River Grove I & II MHV	CLASS SIZE:	N/A	REPORT FREQUENCY:	Annually
LOCATION:	8440 US Highway 1 Micco, FL 32976-2613	MONITORING GROUP NUMBER:	R-001	PROGRAM:	Domestic
COUNTY:	Brevard	MONITORING GROUP DESCRIPTION:	Rapid infiltration basins, with Influent		
OFFICE:	Central District	RE-SUBMITTED DMR:	<input type="checkbox"/>		
		NO DISCHARGE FROM SITE:	<input type="checkbox"/>		
		MONITORING PERIOD	From: _____	To: _____	

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Nitrate, Total (as N)	Sample Measurement							
PARM Code 00620 A Mon. Site No. EFA-1	Permit Requirement			12.0 (Max.)	mg/L		Annually	Grab
Nitrogen, Total	Sample Measurement							
PARM Code 00600 A Mon. Site No. EFA-1	Permit Requirement			Report (Max.)	mg/L		Annually	Grab
Phosphorus, Total (as P)	Sample Measurement							
PARM Code 00665 A Mon. Site No. EFA-1	Permit Requirement			Report (Max.)	mg/L		Annually	Grab
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement							
PARM Code 80082 G Mon. Site No. INF-1	Permit Requirement			Report (Max.)	mg/L		Annually	Grab
Solids, Total Suspended (Influent)	Sample Measurement							
PARM Code 00530 G Mon. Site No. INF-1	Permit Requirement			Report (Max.)	mg/L		Annually	Grab

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

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

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

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

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

PERMITTEE NAME: River Grove Mobile Home Village I & II  
 MAILING ADDRESS: 8440 Us Hwy 1  
 Sebastian, Florida 32976-

PERMIT NUMBER: FLA010400-004-DW3P  
 LIMIT: Final  
 CLASS SIZE: N/A  
 MONITORING GROUP NUMBER: RMP-Q  
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

**Effective Date of DMR** **October 1, 2016**  
**Expiration Date** August 2, 2021  
**REPORT FREQUENCY:** Monthly  
**PROGRAM:** Domestic

FACILITY: River Grove I & II MHV  
 LOCATION: 8440 US Highway 1  
 Micco, FL 32976-2613

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

COUNTY: Brevard  
 OFFICE: Central District

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

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

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

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

## DAILY SAMPLE RESULTS - PART B

Permit Number:  
Monitoring Period

FLA010400-004-DW3P  
From: \_\_\_\_\_ To: \_\_\_\_\_

Facility: River Grove I & II MHV

Code	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Solids, Total Suspended mg/L	pH s.u.	Flow (Total through plant) MGD			
Mon. Site	80082 EFA-1	50060 EFA-1	74055 EFA-1	00530 EFA-1	00400 EFA-1	50050 FLW-1			
1									
2									
3									
4									
5									
6									
7									
8									
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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: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PART B - DAILY SAMPLE RESULTS

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

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

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

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

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

## PART D - GROUND WATER MONITORING REPORT

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

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

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

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

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

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

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

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

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

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

## SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

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

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

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

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

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

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

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

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

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

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



# Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

May 8, 2018

## **ELECTRONIC CORRESPONDENCE**

**In the matter of an  
Application for Permit by:**

Richard Bass, Utility Manager  
River Grove Utilities, Inc.  
8440 S. U.S. Highway 1  
Micco, FL 32976  
[rbass5992@gmail.com](mailto:rbass5992@gmail.com)

**DEP File No.** 0080414-028-DS  
**County:** Brevard

## **NOTICE OF PERMIT ISSUANCE**

Enclosed is Permit Number 0080414-028-DS to extend the water distribution system of Barefoot Bay (PWS No. 3050057) to serve River Grove Mobile Home Village (PWS No. 3054057), issued pursuant to Section 403.861(9), Florida Statutes.

This permit is final and effective on the date filed with the clerk of the Department unless a petition is filed in accordance with the paragraphs below or unless a request for extension of time in which to file a petition is filed within the required timeframe and conforms to Rule 62-110.106(4), F.A.C. Upon timely filing of a petition or a request for an extension, this permit will not be effective until further Order of the Department.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) with the Agency Clerk for the Department of Environmental Protection, Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, within 14 days of receipt of this Notice. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A petition must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service

- purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of how and when the petitioner received notice of the agency decision;
  - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
  - (e) A concise statement of the ultimate facts alleged, including the specific facts which petitioner contends warrant reversal or modification of the Department's action;
  - (f) A statement of the specific rules or statutes the petitioner contends requires reversal or modification of the Department's 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 petitioner, stating precisely the action that the petitioner wants the Department to take.

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

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 on the petition have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

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

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Lu Burson.  
Environmental Administrator  
Permitting and Waste Cleanup

Enclosures: Permit No. 0080414-028-DS

Permittee:  
River Grove Utilities, Inc.  
Richard Bass, Utility Manager  
Page 3

DEP File No.:  
0080414-028-DS

### **CERTIFICATE OF SERVICE**

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

Richard Bass, River Grove Utilities, Inc. [rbass5992@gmail.com]  
Bonnie E. Douglas, River Grove Utilities, Inc. [rivergrovevillage@att.net]  
Jim Helmer, Barefoot Utility Services [tammy.hurley@brevardfl.gov]  
Charles Sohm, P.E., Toco Engineering, LLC [csohm@toco.com]  
FDEP: Reggie Phillips, Jill Farris, Daissan A. Villareal

### **FILING AND ACKNOWLEDGMENT**

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

*Syed Shabbir A Rizvi, Ph.D.*  
Clerk

May 8, 2018  
Date





# Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

May 8, 2018

## ELECTRONIC CORRESPONDENCE

### PERMITTEE:

River Grove Mobile Home Village  
8440 S. U.S. Highway 1  
Micco, FL 32976

**PWS ID NUMBER:** 3050057

**PERMIT NUMBER:** 0080414-028-DS

**DATE OF ISSUE:** May 8, 2018

**EXPIRATION DATE:** May 7, 2023

**COUNTY:** Brevard

**PROJECT:** River Grove Mobile Home Village

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Florida Administrative Code (F.A.C.) Chapters 62-4, 62-550, 62-555 and 62-560. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings, plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

**TO CONSTRUCT:** Extension of the water distribution system of Barefoot Bay (PWS No. 3050057) to serve River Grove Mobile Home Village (PWS No. 3054057).

The River Grove Mobile Home Village (MHV) consists of 172 residential homes. River Grove MHV, Inc. owns the land where the 172 residential homes are located. The tenants own the mobile homes but not the land. River Grove MHV, Inc. will buy bulk water through a master meter from Barefoot Bay and sell water to the 172 residences within the MHV. The portion of the proposed water main in public right -of-way (ROW) will be owned and maintained by the Barefoot Bay Water and Sewer District. The portion of the proposed water main in the River Grove MHV will be owned and maintained by River Grove MHV, Inc.

### PROPOSED CONSTRUCTION INCLUDES THE FOLLOWING COMPONENTS:

The project includes the construction of the following water mains with associated valves, fitting and appurtenances to interconnect the distribution system of River Grove Mobile Home Village with the distribution system of Barefoot Bay:

1. Approximately 1,700 LF of 10-inch DR-18 PVC watermain, directionally drill approximately 400 LF of 12-inch DR-11 HDPE watermain (two (2) separate drill locations), valves, fittings, fire hydrants, double detector backflow prevention

- device, master meter and appurtenances. These water mains will be dedicated to the Brevard County Barefoot Bay Utility system upon placement in service by DEP.
2. Approximately 1,000 LF of 10-inch DR-18 PVC watermain, directionally drill approximately 250 LF of 12-inch DR-11 HDPE watermain (one (1) drill location), valves, fittings, fire hydrants and appurtenances within the River Grove MHV and connect to the existing water distribution system at the existing water treatment plant.
  3. Construct potable water service piping, valves, meters and meter boxes at approximately 172 lots within the mobile home village.

As shown in the submitted drawing, the flow in the proposed above-ground metered interconnect will be unidirectional from Barefoot Bay (PWS No. 3050057) to River Grove MHV (PWS No. 3054057). All valves will remain open once the interconnection has been constructed and cleared for service. The valves at the location of the interconnection will be manually operated.

**The water treatment plant associated with River Grove MHV is planned to be decommissioned when the water distribution system interconnection has been cleared for service.**

The existing potable water lines will be permanently and physically severed from the on-site well before any connection can be made to the water distribution system of Barefoot Bay. River Grove MHV with PWS No. 3054057 will be inactivated from DEP's database when the proposed mains with associated valves, fitting and appurtenances to interconnect the distribution system of River Grove MHV with the distribution system of Barefoot Bay have been cleared for service.

**Under no circumstances shall water from the on-site well be connected to the potable water line supplied by Barefoot Bay even with the highest degree of backflow prevention device.** A written time-table to dismantle the River Grove MHV treatment, pumping components and storage facilities must be submitted at the time of clearance.

**If the well will not be used as an auxiliary source of water for irrigation, the on-site well must be properly abandoned by filling its casing with neat cement grout from bottom to top.**

**If the existing onsite well will remain online to serve as an auxiliary source of water for irrigation, the water line coming from the well shall be a completely a separate system with no possible pipe connection to the potable water system supplied by Barefoot Bay.**

**IN ACCORDANCE WITH:** This permit does not pertain to any wastewater, storm water or dredge and fill aspects of the project. This permit is issued based upon the dates and submissions during the application process as follows: Construction plans, specifications and details received on May 8, 2018.

**LOCATION:** Beginning at the existing hydrant on Ron Beatty Boulevard and proceeding South along Ron Beatty to Micco Road, continuing east on the north side of Micco, crossing Micco Road at Woods Trail and proceeding south to the existing water treatment plant inside River Grove MHV.

Work must be conducted in accordance with the General and Specific Conditions, attached hereto.

The permittee shall be aware of and operate under the Permit Conditions below. These applicable conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes. [F.A.C. Rule 62-555.533(1)]

## **A. GENERAL CONDITIONS**

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in Subsections 403.087(6) and 403.722(5), 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 any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in this permit.
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.
5. This permit does not relieve the permittee from liability 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, or from penalties therefore; 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.

6. The permittee shall 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, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times (reasonable time may depend on the nature of the concern being investigated), access to the premises where the permitted activity is located or conducted to:
  - a. Have access to and copy any records that must be kept under conditions of the permit;
  - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
  - c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
  - a. A description of and cause of noncompliance; and
  - b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.
9. 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 where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
10. The permittee 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, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.
12. This permit or a copy thereof shall be kept at the work site of the permitted activity.
13. This permit also constitutes:
  - a. Determination of Best Available Control Technology (BACT)
  - b. Determination of Prevention of Significant Deterioration (PSD)
  - c. Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
  - d. Compliance with New Source Performance Standards
14. The permittee shall comply with the following:
  - a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
  - b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
  - c. Records of monitoring information shall include:
    - i. the date, exact place, and time of sampling or measurements;
    - ii. the person responsible for performing the sampling or measurements;
    - iii. the dates analyses were performed;
    - iv. the person responsible for performing the analyses;
    - v. the analytical techniques or methods used;
    - vi. the results of such analyses.
15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

## **SPECIFIC CONDITIONS**

### **B. Construction Activities**

#### **1. Permit Modification**

All construction must be in accordance with this permit. Before commencing work on project changes for which a construction permit modification is required per 62-555.536(1), the permittee shall submit to the Department a written request for a permit modification. Each such request shall be accompanied by one copy of a revised construction permit application, the proper processing fee and one copy of either a revised preliminary design report or revised drawings, specifications and design data. [F.A.C. Rule 62-555.536].

#### **2. Professional Engineer Supervision**

Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida if the project was designed under the responsible charge of a professional engineer licensed in the State of Florida. The permittee must retain the service of a professional engineer registered in the State of Florida to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit. [F.A.C. Rule 62-555.520(3)].

#### **3. Artifacts**

If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoe remains, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at 850.245.6333 or 800.847.7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources and the permitting agency. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

#### **4. Delays and Extension of Permit**

If delays will cause project completion to extend beyond the expiration date of this permit, the permittee shall submit to the Department a request to extend the expiration date of this permit including the appropriate processing fee. This request shall specify the reasons for the delay and shall be submitted to the Department for approval prior to the expiration date of this permit. Note that no specific construction permit shall be extended so as to remain in effect longer than five years. [F.A.C. Rule 62-555.536(4)].

## 5. **Permit Transfer**

In accordance with General Condition #11 of this permit, this permit is transferable only upon Department approval. Persons proposing to transfer this permit must apply jointly for a transfer of the permit within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service by the Department using form, 62-555.900(8), Application for Transfer of a PWS Construction Permit along with the appropriate fee. [F.A.C. Rule 62-555.536(5)]

## 6. **Obligation to Obtain Other Permits**

This permit satisfies Drinking Water permitting requirements only and does not authorize construction or operation of this facility prior to obtaining all other necessary permits from other program areas within the Department, or required permits from other state, federal, or local agencies.

## 7. **Limits on Authorizing Connections**

This permit is for **CONSTRUCTION ONLY** of the components listed in the first page of this permit. This permit shall not infer that the clearance necessary for connection will be granted. Partial clearance may be granted, if required.

## 8. **Gasoline Contamination**

If gasoline contamination is found at the construction site, work shall be stopped and the proper authorities notified. With the approval of the Department, ductile iron pipe and fittings, and solvent resistant gaskets materials shall be used in the contaminated area. The ductile pipe shall be used in the contaminated area. The ductile iron pipe shall extend 100 feet beyond any solvent noted. Any contaminated soil that is excavated shall be placed on an impermeable mat, covered with waterproof covering, and held for disposal. If the site cannot be properly cleaned, then consultation with the Department is necessary prior to continuing with the project construction.

## 9. **Wetlands Jurisdiction**

This permit does not constitute approval of construction on jurisdictional wetland areas; therefore such approval must be obtained separately from the Water Management District or from DEP ERP Section, as applicable, Permittee shall provide a copy of the permit approval to the Department if water main installation involves activities on wetlands.

# C. **Construction Standards**

## 1. **National Sanitation Foundation (NSF)**

All products, including paints, which shall come into contact with potable water, either directly or indirectly, shall conform with National Sanitation Foundation (NSF) International, Water Chemicals Codex, Food Chemicals Codex, American Water Works Association (AWWA) Standards and the Food and Drug Administration, as provided in Rule 62-555.320(3), F.A.C.

**2. American Water Works Association (AWWA)**

Water supply facilities, including mains, pipe, fittings, valves, fire hydrants and other materials shall be installed in accordance with the latest applicable AWWA Standards and Department rules and regulations. The system shall be pressure and leak tested in accordance with AWWA Standard C600 C603, or C605, as applicable, and disinfected in accordance with AWWA Standard C651-653, as well as in accordance with Rule 62-555.340, F.A.C.

**3. Lead Free**

The installation or repairs of any public water system, or any plumbing in residential or nonresidential facilities providing water for human consumption, which is connected to a public water system shall be lead free in accordance with Rule 62-555.322, F.A.C.

**4. Asbestos**

If any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of Federal Asbestos Regulation and Florida DEP requirements. For specific requirements applicable to AC pipes, the permittee should contact the Central District Office prior to commencing any such activities at (407) 897-4100. Please be aware that a notification is required to be submitted to the Department at least 10 days prior to the start of a regulated project.

**5. Hazard and Reuse Setbacks**

Setback distances between potable water wells and sanitary hazards shall be in accordance with 62-555.312, F.A.C. Reclaimed water land application areas, if applicable, must not be located within the setback distance from potable water supply wells established in Chapter 62-610, F.A.C.

**6. Line Separation**

Permittee shall maintain vertical clearance and horizontal separation between water mains and sanitary sewers, storm sewers, etc. unless approved otherwise by the Department, as provided in Rule 62-555.314, F.A.C., and Section 8.6 of *Recommended Standards for Water Works*, a manual adopted by reference in Rule 62-555.330(3), F.A.C.

**7. Color Coding of Pipes**

The new or altered aboveground piping at the drinking water treatment plant shall be color coded and labeled as recommended in Section 2.14 of "Recommended Standards for Water Works, 1997 Edition". [F.A.C. Rule 62-555.320(10)]

**8. Cross Connections**

Permittee shall ensure that there shall be no cross-connection with any non-potable water source in accordance with Rule 62-555.360, F.A.C.



## **D. Operational Requirements**

### **1. Operation and Maintenance to comply with Water Quality Standards**

The supplier of water shall operate and maintain the public water system so as to comply with applicable standards in F.A.C. Rule 62-550 and 62-555.350.

### **2. Record Drawings**

The permittee shall have complete record drawings produced for the project in accordance with Rule 62-555.530(4), F.A.C.

### **3. State Watch Office**

The permittee or suppliers of water shall telephone the State Watch Office (SWO), at 1-800- 320-0519 immediately (i.e., within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system in accordance with the F.A.C. Rule 62-555.350(10).

## **E. Monitoring Provisions**

### **1. Chlorine Residual**

The water treatment plant shall maintain throughout the distribution system, a minimum continuous and effective free chlorine residual of 0.2 mg/L (or its equivalent) or a minimum combined chlorine residual of 0.6 mg/L (or its equivalent), whichever is appropriate for the water treatment plant providing water to the project. A minimum system pressure of 20 psi must be maintained throughout the system. Also, safety equipment shall be provided and located outside of chlorine room.

## **F. Clearance Requirements**

### **1. Clearance Letter**

The permittee must instruct the engineer of record to request system clearance from the Department within sixty (60) days of completion of construction, testing and disinfecting the system. Bacteriological test results shall be considered unacceptable if the test were completed more than 60 days before the Department received the results. [F.A.C. Rule 62-555.340(2)(c)]

Permitted construction or alteration of a public water system may not be placed into service until a letter of clearance has been issued by this Department. [F.A.C. Rule 62-555.345]

### **2. Requirements to Obtain Clearance**

Prior to placing this project into service, Permittee shall submit, at a minimum, all of the following to the Department for evaluation and approval for operation, as provided in Rules 62-555.340 and 62-555.345, F.A.C.:

- a. the engineer's *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components Into Operation* {DEP Form 62-555.900(9)};
- b. certified record drawings, if there are any changes noted for the permitted project.
- c. copy of a satisfactory pressure test of the process piping performed in accordance with AWWA Standards. [F.A.C. Rule 62-555.320(21)(a)(1)]
- d. analytical results from two consecutive days of satisfactory bacteriological samples from locations found in paragraph 3 below. The sampling plan must be submitted to the Department.
- e. The engineer-of record at the time of filing of the final certificate of completion must inform the permittee/owner in writing that the connection between the existing potable water lines and existing on-site well shall be completely disconnected and physically separated prior to any connection to the water line supplied by Barefoot Bay. **The engineer-of-record must furnish DEP a copy of this letter at the time of final clearance request signed by the permittee/owner signifying that he has read and understood these conditions.**
- f. Submit a written time-table to dismantle the River Grove MHV treatment, pumping components and storage facilities.
- g. Provide information as to the fate of the onsite well. The engineer-of record at the time of filing of the final certificate of completion must inform the permittee/owner **in writing** the following:
  - o If the well will not be used as an auxiliary source of water for irrigation, the on-site well must be properly abandoned by filling its casing with neat cement grout from bottom to top. **A copy of the well driller's well abandonment report shall be submitted to DEP no later than 6 months after the abandonment.**
  - o If the existing onsite well will remain online to serve as an auxiliary source of water for irrigation, the water line coming from the well shall be a completely a separate system with no possible pipe connection to the potable water system supplied by Barefoot Bay.

The engineer-of-record must furnish DEP a copy of the letter to the permittee at the time of final clearance request signed by the permittee/owner signifying that he has read and understood the instructions about the onsite well.

### **3. Cleaning, Disinfecting, and Bacteriological Samples**

The new facilities shall be cleaned, disinfected, and bacteriologically cleared in accordance with Chapter 62-555, F.A.C. The bacteriological clearance data shall be submitted to the Department with the engineer's certification of construction completion. [Section 62-555.340 and 62-555.315(6)(b), F.A.C.]

**Bacteriological Sampling Locations:** Copies of results from satisfactory bacteriological samples shall be submitted with the clearance package. Samples shall be taken from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315 (6), 62-555.340 and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92, at the following locations:

- The proposed main at all points of connection to the existing main

- At all terminal ends of the proposed water mains.
- On straight run of pipes between two isolation valves. The maximum interval between two sampling locations shall be 1,200 ft. Per AWWA C651, no hydrants shall be used for sampling.
- Beginning and end of lines for each segment to be partially completed.
- A sample must also be taken at a sampling location in the above-ground interconnection to be designated by the engineer to ensure that the whole interconnect assembly has been disinfected.

Each location shall be sampled on two separate days (at least 6 hours apart) with sample point locations and chlorine residual readings **clearly indicated** on the report and/or drawings. The sampling plan must be submitted to the Department.

Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.

**Please submit the entire clearance document package in electronic format to [DEP\\_CD@dep.state.fl.us](mailto:DEP_CD@dep.state.fl.us).** If the file is very large, you may post it to the Water Electronic Submittal folder on the Central District's ftp site at:

[ftp://ftp.dep.state.fl.us/pub/incoming/Central\\_District/Water%20Electronic%20Applications](ftp://ftp.dep.state.fl.us/pub/incoming/Central_District/Water%20Electronic%20Applications).

After posting the document, send an e-mail to [DEP\\_CD@dep.state.fl.us](mailto:DEP_CD@dep.state.fl.us) alerting us that it has been posted.

Any submitted drawings (should be sized 11" x 17") and the engineer of record's signed seal and dates on the required document must be legible for acceptance.

Forms: <http://www.dep.state.fl.us/water/drinkingwater/forms.htm>

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Lu Burson.  
Environmental Administrator  
Permitting and Waste Cleanup

## Exhibit 6 – Potable Water Sanitary Survey and Warning Letter

March 20, 2015 Warning Letter and Sanitary Survey for PWS 3054057



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**  
CENTRAL DISTRICT  
3319 MAGUIRE BOULEVARD, SUITE 232  
ORLANDO, FLORIDA 32803-3767

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

JONATHAN P. STEVERSON  
SECRETARY

March 20, 2015

Bonnie E. Douglas, Director  
River Grove Mobile Home Village, Inc.  
8440 S. U.S. Highway 1  
Micco, FL 32976  
Via Fax: 772-664-6840

Re: Warning Letter  
River Grove Mobile Home Village  
PW 3054057  
Brevard County  
SPCD-CAP-15-3354

Dear Ms. Douglas:

A sanitary survey was conducted at your facility on January 21, 2014, under the authority of Section 403.091, Florida Statutes (F.S.) can add permit reference or CO condition if applicable. During this inspection, possible violations of Chapter 403, F.S., Chapter 62-550, Florida Administrative Code (F.A.C.), and Chapter 62-555, F.A.C. were observed.

During the inspection Department personnel noted the following:

1. Failure to comply with the running annual average (RAA) maximum contaminant level (MCL) for total trihalomethanes (TTHMs). The RAA MCL for TTHMs is 80 micrograms per liter (ug/L). Results from August 22, 2014 and November 17, 2014, indicate the results of 395 and 72.8 ug/L, respectively. The RAA is 117 ug/L.
2. Failure to comply with the secondary maximum contaminant level (SMCL) for color. The SMCL for color is 15 color units. Results from November 20, 2014, indicate the result is 30 color units.
3. Failure to comply with the SMCL for Total Dissolved Solids (TDS). The SMCL for TDS is 500 mg/L. Results from November 20, 2014, indicate the result is 574 mg/L.

4. Failure to provide adequate standby power. The existing standby power is incapable of starting automatically and automatically transferring the electrical loads. There is no audio-visual alarm for a power failure. The auxiliary power is not properly exercised.
5. Failure to maintain peroxide injection points on each well.

Violations of Florida Statutes or administrative rules may result in liability for damages and restoration, and the judicial imposition of civil penalties, pursuant to Sections 403.121, 403.141 and 403.161, Florida Statutes.

Please contact Patrick Farris of the Central District Office at 407-897-4137 or via e-mail at [Patrick.Farris@dep.state.fl.us](mailto:Patrick.Farris@dep.state.fl.us) within **15 days** of receipt of this Warning Letter to arrange a meeting to discuss this matter. The Department is interested in receiving any facts you may have that will assist in determining whether any violations have occurred. You may bring anyone with you to the meeting that you feel could help resolve this matter.

Please be advised that this Warning Letter is part of an agency investigation, preliminary to agency action in accordance with Section 120.57(5), Florida Statutes. We look forward to your cooperation in completing the investigation and resolving this matter.

Sincerely,



Jeff Prather, District Director  
Central District  
Florida Department of Environmental Protection

JP/rfp/pf

Enclosure: Inspection Report

cc: Robin Higgins, US Water Services ([rhiggins@uswatercorp.com](mailto:rhiggins@uswatercorp.com));  
Robert Holmden, P.E., FRWA, ([robert.holmden@frwa.net](mailto:robert.holmden@frwa.net))

State of Florida  
Department of Environmental Protection  
Central District

# SANITARY SURVEY REPORT

Plant Name RIVER GROVE MOBILE HOME VILLAGE County Brevard PWS ID # 3054057  
Plant Location 8440 U.S. Highway 1, Micco, FL 32976 Phone 772/664-4560  
Owner Name Bonnie E. Douglas Phone 772/664-4560  
Owner Address 8440 South US Highway 1, Micco, FL 32976  
Contact Person Kathleen Douglas Clasen Title Manager Phone 772/664-4560  
This Survey Date 1/21/15 Last Survey Date 2/12/13 Last Compliance Inspection Date 11/19/13

PWS TYPE: Community

PLANT CATEGORY & CLASS: (4C)

MAX-DAY DESIGN CAPACITY: 360,000 gpd

PWS STATUS: Approved

### TREATMENT PROCESSES IN USE

Gas chlorination, aeration, Control of DBP formation using caustic soda for pH adjustment and liquid hydrogen peroxide, sand filtration

### SERVICE AREA CHARACTERISTICS

Mobile Home Park  
Food Service:  Yes  No  N/A  
Number of Service Connections 173  
Population Served 432 Basis Owner

### OPERATION & MAINTENANCE

O&M Log:  Yes  No Location Plant

### CERTIFIED OPERATOR: Yes

Operator(s) & Certification Class-Number:  
Chris Silva C-13576

Hrs/day: Required Visit\* Actual Visit\*  
ys/wk: Required 5+1 Actual 5+1  
Non-consecutive Days?  Yes  No  N/A  
Comments \*5 visits/week and one visit each weekend for a total of 1.2 hours/week.

### MONTHLY OPERATION REPORTS (MORs)

MORs submitted regularly?  Yes  No  N/A  
Data missing from MORs?  No  Yes  N/A  
Average Day (from MORs) 40,583 gpd  
Maximum Day (from MORs) 104,950 gpd 5/14  
Comments \_\_\_\_\_

Flow Measuring Device Flow Meter  
Meter Size & Type 4" Neptune  
Date Last Calibrated Installed 2013

### RAW WATER SOURCE

GROUND; Number of Wells 2  
 PURCHASED from PWS ID # \_\_\_\_\_  
 Emergency Water Source \_\_\_\_\_  
Emergency Water Capacity \_\_\_\_\_

### STANDBY POWER SOURCE: Yes

Source Titan Industrial  
Capacity of Standby (kW) 8.4  
Switchover:  Automatic  Manual  
Hrs Operated Under Load Unknown

What equipment does it operate?

Well Pumps Unknown  
 High Service Pumps Both  
 Treatment Equipment All

Satisfy avg. daily demand?  Yes  No  Unknown

Audio-visual alarm?  Yes  No

Comments Generator is connected by a drive shaft to an old truck with the rear axle removed. The setup requires a manual hook up to electrical panel in order to run the PWS components. There are no records of exercising under load.

### PLANS AND MAPS

Coliform Sampling Plan  Yes  No  N/A  
D/DBP Monitoring Plan  Yes  No  N/A  
Lead and Copper Plan  Yes  No  N/A  
Distribution System Map  Yes  No  N/A  
Emergency Response Plan  Yes  No  N/A  
Comments Plans were being faxed by US Water at the time of the inspection.

### PREVENTIVE MAINTENANCE/O&M

Operation & Maintenance Manual  Yes  No  
Preventive Maintenance Program  Yes  No  
Flushing Program  Yes  No  N/A  
Records  Yes  No  N/A  
Isolation Valve Exercise  Yes  No  N/A  
Records  Yes  No  N/A  
Comments Faxed by US Water during inspection

### CROSS CONNECTION CONTROL

# BFPAs Unknown # Tested Unknown  
WWTP RPZ Yes Date Tested 1/13  
Written Plan Yes Date N/A  
Comments N/A

PWS ID # 3054057  
 Date 1/21/15

**GROUND WATER SOURCE**

Well Number (Florida Unique Well ID #)	3 (AAC3081)	4	
Year Drilled	2000	2003	
Depth Drilled	90'	90'	
Drilling Method	Rotary	Rotary	
Type of Grout	Cement	Cement	
Static Water Level	Unknown	16.5'	
Pumping Water Level	Unknown	55'	
Design Well Yield	Unknown	Unknown	
Test Yield	Unknown	Unknown	
Actual Yield (if different than rated capacity)	Unknown	Unknown	
Strainer	90'-60'	90'-60'	
Length (outside casing)	60'	60'	
Diameter (outside casing)	6"	6"	
Material (outside casing)	PVC	PVC	
Well Contamination History	None	None	
Is inundation of well possible?	No	No	
6' X 6' X 4" Concrete Pad	Yes	Yes	
SET BACKS	Septic Tank	>100'	>100'
	Reuse Water	N/A	N/A
	WW Plumbing	>100'	>100'
	Other Sanitary Hazard	None observed	None observed
PUMP	Type	Submersible	Submersible
	Manufacturer Name	Goulds	Goulds
	Model Number	200L20	200L20
	Rated Capacity (gpm)	250	250@200
	Motor Horsepower	20	20
Well casing 12" above grade?	Yes	Yes	
Well Casing Sanitary Seal	OK	OK	
Raw Water Sampling Tap	Yes	Yes	
Above Ground Check Valve	Yes	Yes	
Security	Yes	Yes	
Well Vent Protection	Yes	Yes	

**COMMENTS** A 35% solution of H<sub>2</sub>O<sub>2</sub> is fed into the system at the wellhead for the prevention of TTHMs and HAA5s. In addition, a 50% solution of caustic soda is also fed into the system at the wellhead to level out the pH. The H<sub>2</sub>O<sub>2</sub> injection points were leaking.



PWS ID # 3054057  
 Date 1/21/15

**CHLORINATION (Disinfection)**

Type:  Gas  Hypo  
 Make Regal Capacity 25 gpd  
 Chlorine Feed Rate 10%  
 Avg. Amount of Cl<sub>2</sub> gas used 15 ppd  
 Chlorine Residuals: Plant 0.2 Remote 0.2  
 Remote tap location MRT - Spigot at office  
 DPD Test Kit:  On-site  With operator  
 None  Not Used Daily  
 Injection Points After hydropneumatic tank  
 Booster Pump Info N/A  
 Comments Facility was authorized by the Department on 11/3/14 to relocate the injection point as part of a pilot study with assistance from FRWA.

Chlorine Gas Use Requirements	YES	NO	Comments
Dual System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Auto-switchover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Alarms:			
Loss of Cl <sub>2</sub> capability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Loss of Cl <sub>2</sub> residual	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Cl <sub>2</sub> leak detection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Scale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Chained Cylinders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Reserve Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adequate Air-pak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sign of Leaks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Fresh Ammonia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ventilation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Room Lighting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Warning Signs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Repair Kits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fitted Wrench	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Housing/Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

**AERATION (Gases, Fe, & Mn Removal)**

Type Cascade Capacity 275 gpm  
 Aerator Condition Good  
 Visible Algae Growth None  
 Protective Screen Condition Good  
 Frequency of Cleaning Biannually  
 Date Last Inspected/Cleaned 1/15  
 Comments \_\_\_\_\_

**STORAGE FACILITIES**

(G) Ground (C) Clearwell (E) Elevated  
 (B) Bladder (H) Hydropneumatic / flow-through

Tank Type/Number	G	H
Capacity (gal)	15,000	5,000
Material	Concrete	Steel
Gravity Drain	Yes	Yes
By-Pass Piping	Yes	Yes
Protected Openings	Yes	N/A
Sight Glass or Level Indicator	No	Yes
PRV/ARV	N/A	None
Pressure Gauge	N/A	Yes
On/Off Pressure	N/A	35/60
Access Secured	Yes	Yes
Access Manhole	Yes	Yes
Tank Sample Tap Location	Discharge piping	On tank
Date of Inspection	2/2012	Unknown
Date of Cleaning	2/2012	Unknown

**HIGH SERVICE PUMPS**

Pump Number	1 East	2 West
Type	Centrifugal	Centrifugal
Make	Peerless	Peerless
Model	Unknown	Unknown
Capacity (gpm)	350	350
Motor HP	15	15
Date Installed	1982	1982

**FILTRATION**

Make (2) Davco Model PF0300FS  
 Capacity 192 GPM each  
 Type of Filter Media: Anthracite/Sand/Gravel  
 Backwash Frequency: As needed  
 Backwash Effluent Destination: Ground  
 Last Media Replacement: 3<sup>rd</sup> Quarter 2014  
 Comments: Permit – WC05-0080437-006, cleared on 4/20/12; Industrial Wastewater exemption on backwash

**PEROXIDE & STABILIZATION**

Chemical Used 35% H<sub>2</sub>O<sub>2</sub> & Caustic Soda  
 Injection Point At each well, prior to aeration  
 pH Range Goal is 8.0  
 Peroxide Target Dose 2 mg/L

**DEFICIENCIES:**

Areas of Concern	Rule	Corrective Action	Date Corrected	Significant Deficiency?
The system has a violation of a TTHM MCL and Color and Total Dissolved Solids SMCL.	62-550.300, 62-550.310, 62-550.500(8), 62-550.730(1)(a), 62-550.822	Continue monitoring quarterly. Make operational adjustments and have system evaluated by a professional engineer licensed in Florida	System is currently working with FRWA	Yes
Inadequate standby power. The existing standby power will not automatically start up and automatically transfer the electrical loads.	62-555.320(14)	Provide adequate standby power.		No
No audio-visual alarm for power failure at site where standby power is required.	62-555.320(14)(f)	Provide an audio-visual alarm system that will activate in the event of any power failure.		No
Auxiliary power is not being properly exercised	62-555.350(2)	Exercise in accordance with manufacturer's specifications but not less than monthly under load.		No
Hydropneumatic tank inspection was not performed by personnel under the responsible charge of a licensed engineer or there is no signed & sealed report documenting such a tank inspection	62.555.350(2)	Have the tank inspected by personnel under the responsible charge of a professional engineer licensed in Florida and/or submit a signed and sealed report.		No
Peroxide injection points were leaking on each well.	62-555.350(2)	Repair or replace.		No

**MONITORING REMINDER:**

- The consumer confidence report (CCR) must be delivered to consumers and the Department no later than July 1, 2015, and certification of delivery of the CCR must be submitted to the Department no later than August 10, 2015.
- Monitoring schedules are available on the Central District's Drinking Water Website.  
<http://www.dep.state.fl.us/central/Home/DrinkingWater/InHouseCompliance/MonitoringSchedules/MonitoringSchedules.htm>

**COMMENTS:**

- Suppliers of water shall submit written notification to the Department before beginning work or alterations to the public water system. Each notification shall be submitted to the appropriate Department of Environmental Protection District Office or Approved County Health Department and shall include the following: a description of the scope, purpose, and location of the work or alterations; and assurance that the work or alterations will comply with applicable requirements listed in Rule 62-555.330, F.A.C. Suppliers of water may begin such work or alterations 14 days after providing notification to the Department unless they are advised by the Department that the notification is incomplete or that a construction permit is required.
- Suppliers of water shall telephone the SWO at 1-800-320-0519 immediately (i.e., within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system.  
 [Rule 62-555.350(10)(a), F.A.C.]

**COMMENTS (continued):**

- Suppliers of water shall telephone, and speak directly to a person at, the appropriate DEP District Office as soon as possible, but never later than noon of the next business day, in the event of any of the following emergency or abnormal operating conditions:
  - The occurrence of any abnormal color, odor, or taste in a public water system's raw or finished water;
  - The failure of a public water system to comply with applicable disinfection requirements; or
  - The breakdown of any water treatment or pumping facilities, or the break of any water main, in a public water system if the breakdown or break is expected to adversely affect finished-water quality, interrupt water service to 150 or more service connections or 350 or more people, interrupt water service to any one service connection for more than eight hours, or necessitate the issuance of a precautionary "boil water" notice in accordance with the Department of Health's "Guidelines for the Issuance of Precautionary Boil Water Notices" as adopted in Rule 62-555.335, F.A.C. [Rule 62-555.350(10)(b), F.A.C.]
- Suppliers of water shall notify affected water customers in writing or via telephone, newspaper, radio, or television; and telephone, and speak directly to a person at, the appropriate DEP District Office by no later than the previous business day before taking PWS components out of operation for planned maintenance or repair work if the work is expected to adversely affect finished-water quality, interrupt water service to 150 or more service connections or 350 or more people, interrupt water service to any one service connection for more than eight hours, or necessitate the issuance of a precautionary "boil water" notice in accordance with the Department of Health's "Guidelines for the Issuance of Precautionary Boil Water Notices" as adopted in Rule 62-555.335, F.A.C. [Rule 62-555.350(10)(d), F.A.C.]
- Suppliers of water shall issue precautionary "boil water" notices as required or recommended in the Department of Health's "Guidelines for the Issuance of Precautionary Boil Water Notices" as adopted in Rule 62-555.335, F.A.C. [Rule 62-555.350(11), F.A.C.]

Inspector's Signature  Title: Environmental Specialist III Date: 3/4/15


Reviewer's Signature  Title: Environmental Manager Date: 3/4/15

Exhibit 7 – Potable Water Consent Order 30540573305405733

Consent Order OCG File No. 15-0211 issued July 1, 2016



# Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

June 17, 2016

Stephen Douglas, Director  
River Grove Mobile Home Village, Inc.  
8440 S. U.S. Highway 1  
Micco, FL 32976  
[rivergrovevillage@att.net](mailto:rivergrovevillage@att.net)

Re: River Grove Mobile Home Village  
PW 3054057  
Brevard County

Dear Mr. : Douglas

Enclosed is the First Amended Consent Order ("Order") prepared by the Department for resolution of the referenced enforcement case. Please review this document and by June 24, 2016, either: 1) return a signed copy to the Department or 2) provide comments and suggested changes. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact Patrick Farris at 407-897-4137 or via e-mail at [Patrick.Farris@dep.state.fl.us](mailto:Patrick.Farris@dep.state.fl.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Prather".

---

Jeff Prather  
Director, Central District

JP/rp/pf

Enclosure: First Amended Consent Order

cc: Richard Bass, [rbass5992@gmail.com](mailto:rbass5992@gmail.com); Sterling Carroll, [sterling.carroll@frwa.net](mailto:sterling.carroll@frwa.net); Robert Holmden, [robert.holmden@frwa.net](mailto:robert.holmden@frwa.net); Moises Villalpando, [moises.villalpando@frwa.net](mailto:moises.villalpando@frwa.net)  
FDEP: Caroline Shine

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	CENTRAL DISTRICT
	)	
v.	)	OGC FILE NO. 15-0211
	)	
RIVER GROVE MOBILE HOME	)	
VILLAGE, INC	)	
_____	)	

**FIRST AMENDED CONSENT ORDER**

This Consent Order (“Order”) is entered into between the State of Florida Department of Environmental Protection (“Department”) and River Grove Mobile Home Village, Inc. (“Respondent”) to reach settlement of certain matters at issue between the Department and Respondent. This Order replaces and supersedes the Consent Order entered into between the Department and Respondent in OGC File No. 15-0211 on June 4, 2015.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida’s water resources and to administer and enforce the provisions of the Florida Safe Drinking Water Act, Sections 403.850, et seq., Florida Statutes (“F.S.”), and the rules promulgated and authorized in Title 62, Florida Administrative Code (“F.A.C.”). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.852(5), F.S.
3. Respondent is the owner of a community water system (“CWS”), PWS No. 3054057, located at 8440 South U.S. Highway 1, Micco, FL 32976, in Brevard County, Florida (“System”).
4. The Department finds that the following violation(s) occurred:
  - a) Respondent is in violation of Rule 62-550.310(3), F.A.C, which establishes the maximum contaminant level (“MCL”) for total trihalomethanes (“TTHMs”) as 0.080 milligrams per liter (“mg/L”). The locational running annual average (“LRAA”) results for samples collected from the System

on August 22, 2014, November 14, 2014 and February 25, 2015, and analyzed for TTHMs are 0.099 mg/L, 0.117 mg/L, and 0.130 mg/L, respectively.

- b) Respondent is in violation of Rule 62-550.320(3), F.A.C, which establishes the secondary maximum contaminant level ("SMCL") for Color as 15 color units and Total Dissolved Solids ("TDS") as 500 mg/L. The results for samples collected from the System on February 25, 2015 and analyzed for Color and TDS are 40 color units and 520 mg/L, respectively.
- c) Respondent is in violation of Rule 62-555.320(14), F.A.C, which requires a CWS to provide standby power capable of automatically starting and transferring electrical loads and to provide an audio-visual alarm system that is activated in the event any power source fails. On January 21, 2015, the System did not have standby power capable of starting automatically or automatically transferring the electrical loads. In addition, the System did not have an audio-visual alarm system that is activated in the event any power source fails.

5. The Department finds that Respondent retained the services of a professional engineer registered in the State of Florida, and on February 26, 2016, submitted a letter of intent to install a potable water interconnect with Brevard County Barefoot Bay Potable Water System (PWS No. 3050057) and abandon the Respondent's public water system.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

**ORDERED:**

6. Respondent shall comply with the following corrective actions within the stated time periods:

- a) Within 90 days of the effective date of this Order, Respondent shall retain the services of a professional engineer, registered in the State of Florida, to submit an

application, along with any required application fees, to the Department for a permit to construct and install an interconnect to Brevard County Barefoot Bay Public Water System (PWS No. 3050057)

b) Within 18 months of issuance of the required permits described in subparagraph 6(a) above, Respondent shall complete construction and submit a Certification of Completion for permitted modifications made pursuant to subparagraph (6)(a), prepared and sealed by a professional engineer registered in the State of Florida. Respondent shall receive written Department clearance prior to placing the permitted system modifications made pursuant to subparagraph (6)(a)-into service.

c) Effective immediately, Respondent shall continue to maintain the automatic flushing valves in good working order and optimize the hydrogen peroxide injection system to reduce TTHMs below the LRAA MCL.

d) Effective immediately, Respondent shall continue to optimize the hydrogen peroxide injection and Granular Activated Carbon ("GAC") filtration to reduce TDS and color below their respective SMCLs.

e) If the Department requires additional information, modifications, or specifications to process the permit application described in subparagraph (6)(a) above, the Department will issue a written request for information ("RFI") to Respondent. Respondent shall submit the requested information in writing to the Department within 15 days of receipt of the request. Respondent shall provide all information requested in any additional RFIs issued by the Department within 15 days of receipt of each request. Within 60 days of the Department's receipt of the application described in subparagraph (6)(a) above, Respondent shall provide all information necessary to complete the application.

f) Within two calendar years of the effective date of this Order, Respondent shall complete all corrective actions necessary to resolve the MCL and SMCLs exceedances described above and properly abandon the existing water treatment plant and wells.

g) Respondent shall continue to sample quarterly for TTHMs and Haloacetic Acids 5 (HAA5s) in accordance with Rule 62-550.514(2)(b), F.A.C., until the locational running



annual average at each monitoring location is no more than 0.060 mg/L and 0.045 mg/L for TTHMs and HAA5s, respectively, for four consecutive quarters, at which time Respondent shall return to routine monitoring in accordance with 40 CFR 141.621 and Chapter 62-550, F.A.C. Respondent shall submit all sampling results to the Department within 10 days following the month in which the samples were taken or within 10 days following Respondent's receipt of the results, whichever is sooner.

h) Respondent shall continue to issue public notices regarding the MCL violation(s) described above every 90 days, as required by Rule 62-560.410(1), F.A.C., until the Department determines that the System is in compliance with all MCLs. Respondent shall submit certification of delivery of public notices, using DEP Form 62-555.900(22), F.A.C. to the Department within 10 days of issuing each public notice.

i) Respondent shall submit written quarterly updates on the status of the permitted modifications. Updates shall be submitted to the Department within 10 days following the end of each calendar quarter (January 10, April 10, July 10, October 10) until the modifications are complete and cleared for service.

7. Within 180 days of the effective date of this Order, Respondent shall submit a written estimate of the total cost of the corrective actions required by this Order to the Department. The written estimate shall identify the information the Respondent relied upon to provide the estimate.

8. Respondent agrees to pay the Department stipulated penalties in the amount of \$250 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraph (6) of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraph (9), below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order.

9. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to

the “Department of Environmental Protection” and shall include both the OGC number assigned to this Order and the notation “Water Quality Assurance Trust Fund.” Online payments by e-check can be made by going to the DEP Business Portal at:

<http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final and effective filed with the Clerk of the Department before ability to make online payment is available.

10. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Patrick Farris, Environmental Specialist III, Compliance Assurance Program, Department of Environmental Protection, Central District, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803.

11. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

12. In the event of a sale or conveyance of the System or of the property upon which the System is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the System or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the System, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the System. The sale or conveyance of the System or the property does not relieve Respondent of the obligations imposed in this Order.

13. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as “contractor”) to whom responsibility for performance is

delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

14. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

15. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

16. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

17. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$5,000.00 per day per violation, and criminal penalties.

18. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

19. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

20. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

21. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

22. Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Department of Environmental Protection, Central District, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to

request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

23. Rules referenced in this Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

\_\_\_\_\_  
Charles Stephen Douglas  
Director, Vice President

\_\_\_\_\_  
Date

DONE AND ORDERED this \_\_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

---

Jeff Prather  
District Director  
Central District

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

---

Clerk

---

Date

Copies furnished to:

Lea Crandall, Agency Clerk  
Mail Station 35

## Exhibit 8 – Need for Service

The River Grove Mobile Home Village has been providing water and wastewater service to its residents since the early 1970's. The potable water system began experiencing problems meeting drinking water standards for color, TDS and TTHM. Alternative water treatment methods were considered but it was determined that the least costly alternative would be to connect to the Brevard County's Barefoot Bay water system. However, Brevard County was not willing to take ownership of the existing water distribution system within the River Grove Mobile Home Village and would only agree to provide a master meter at the park entrance. Additionally, Brevard County has limited the supply of water to only serve the existing Units 1 and 2.

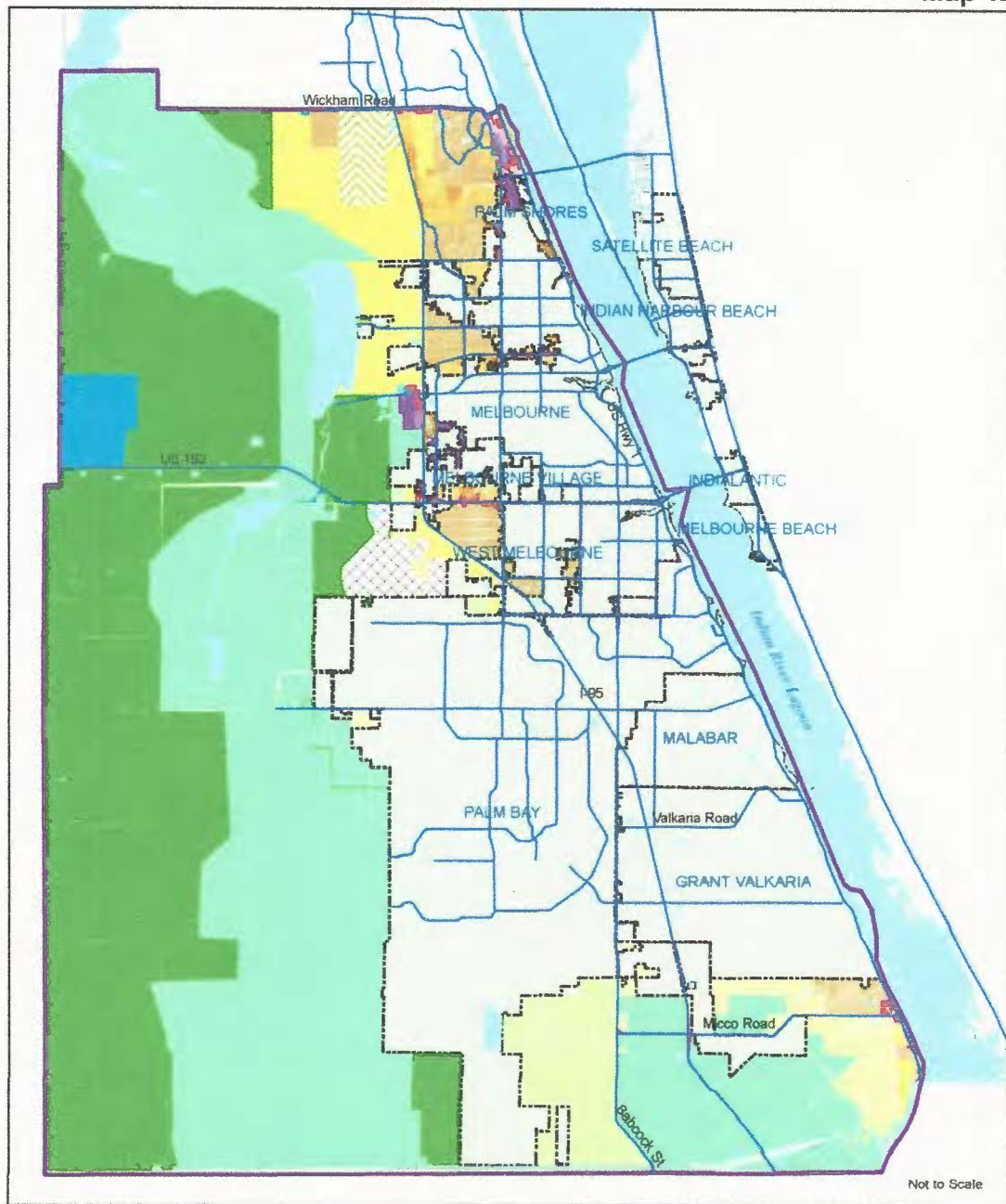
The Owners of the River Grove Mobile Home Village, Inc. sought funding through the FDEP SRF program for the water main extension required to interconnect the two systems. The Owners have created a separate company, River Grove Utilities, Inc. that will own and operate the water and wastewater systems and function as a utility, separate and apart from the mobile home park. Previously, payment for these services were included as part of the mobile home owner's lot rental. It is proposed to install individual water meters at each lot and to collect revenues based on a tariff structure. These rates will be used to cover the cost of operation of the water and wastewater systems including the potable water system charges from Brevard County.

- a) Current No. of Customers: 168 mobile homes, 5/8"x3/4" meter 4 vacant mobile home lots that will be served with 5/8x3/4" meters; River Grove Utilities, Inc. office, 5/8" x 3/4" meter; River Grove Clubhouses (2), 5/8" x 3/4" meter each, Sales office, 5/8x3/4" meter.

Future Customers: The 104.03-acre vacant tract is currently zone agricultural and has a future land use designation of residential 1 or 1 unit per acre. This would limit the number of potential customers to less than 100. Additionally, a portion of this land will be needed for expansion of the wastewater treatment facility's effluent disposal system.

- b) No requests for service have been received from other property owners; however, some of the adjacent mobile home parks are experiencing similar potable water quality issues.
- c) The current land use designation of the service territory shows the exiting mobile home park in Residential (2) upto 2 dwelling units per acre and the vacant 104.03-acre vacant parcel in Residential (1) upto 1 dwelling unit per acre. The mobile home park was built prior to the comprehensive plan adoption.





Not to Scale

**Prospective Future Land Use - South Planning Area**

- |                                |                         |                                       |                    |                       |
|--------------------------------|-------------------------|---------------------------------------|--------------------|-----------------------|
| South Mainland Planning Area   | <b>COMMERCIAL</b>       | <b>DEVELOPMENT OF REGIONAL IMPACT</b> | <b>PUBLIC</b>      | RESIDENTIAL 2         |
| Cities not in Small Area Study | COMMUNITY COMMERCIAL    | Mixed                                 | PUBLIC             | RESIDENTIAL 4         |
| SPA Adopted FLU                | NEIGHBORHOOD COMMERCIAL | <b>INDUSTRIAL</b>                     | RECREATION         | RESIDENTIAL 6         |
| <b>AGRICULTURAL</b>            | <b>CONSERVATION</b>     | INDUSTRIAL                            | <b>RESIDENTIAL</b> | RESIDENTIAL 10        |
| AGRICULTURAL                   | PRIVATE CONSERVATION    | PLANNED INDUSTRIAL PARK               | RESIDENTIAL 1 2 5  | RESIDENTIAL 15        |
|                                | PUBLIC CONSERVATION     |                                       | RESIDENTIAL 1      | PLATT RANCH MIXED USE |



**South Mainland Planning Area - Prospective Future Land Use**

- d) Land use restrictions are the typical restrictions imposed by the Brevard County building and zoning code of ordinances along with environmental constraints of wetlands and endangered species habitat.

### Exhibit 9 – Term of Service

Applicant has been providing water and wastewater service to the park since it was first opened in the early 1970s.

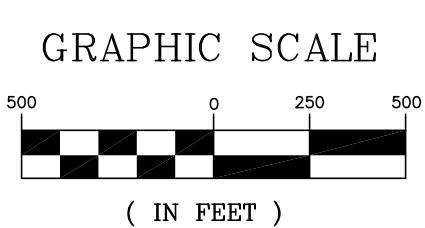
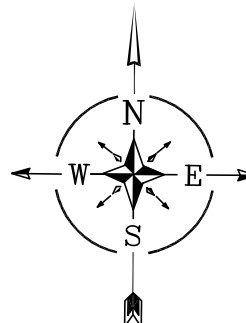
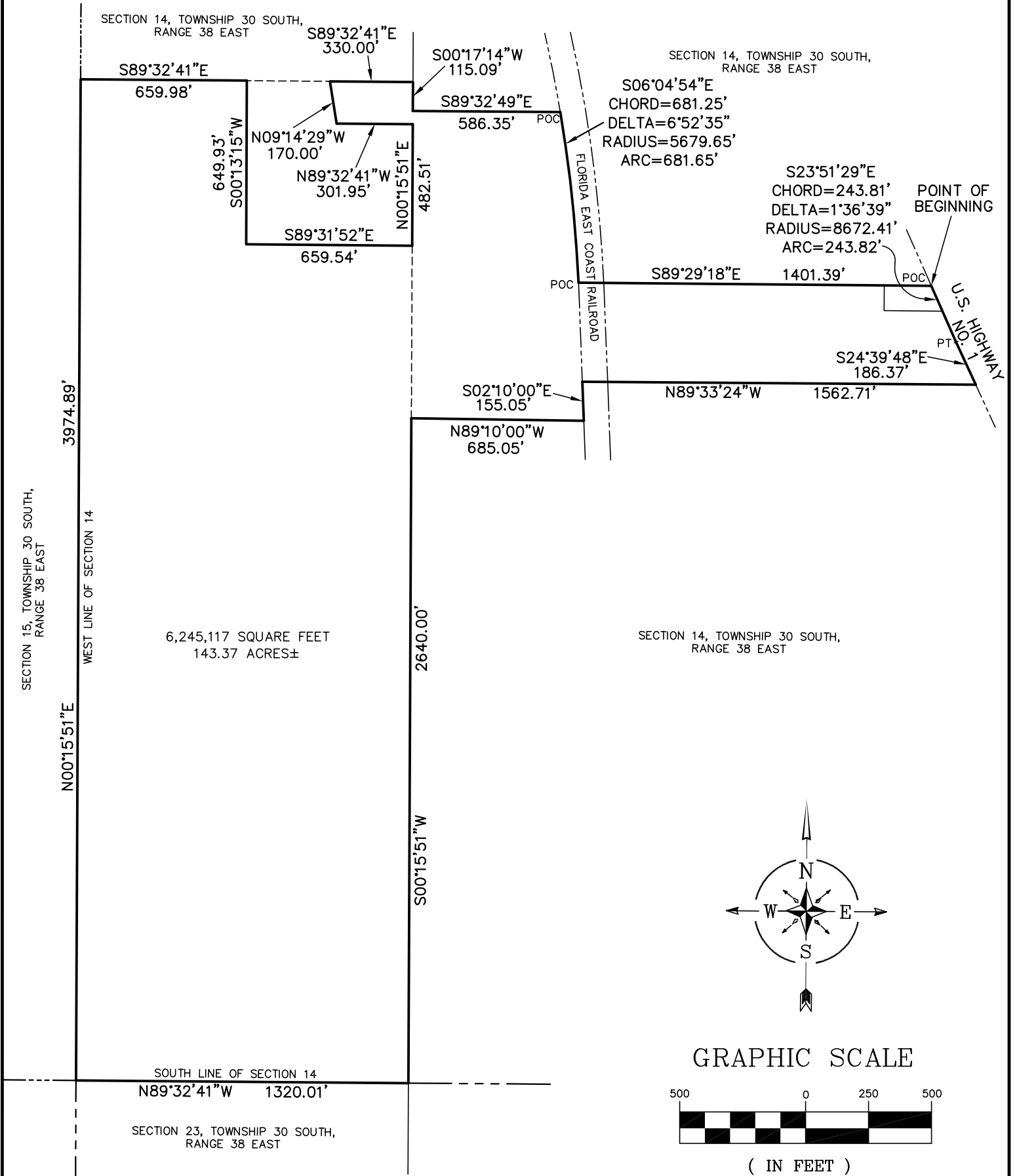
### Exhibit 10 – Service Territory

The proposed legal description and sketch of the service territory are attached.

# MAP SHOWING

## RIVER GROVE UTILITIES, INC. SERVICE AREA

A PORTION OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED ON SHEET 2 OF 2 FURNISHED SEPERATELY:



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, NOTES AND LEGEND. 1 inch = 500 ft.

AMENDED 10-01-2018, TO AMEND BOUNDARY AND LEGAL DESCRIPTION, W.O.#04-17-04.

SHEET 1 OF 2

### CHARLES BASSETT & ASSOCIATES, INC. SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10046 - FLEMING ISLAND, FLORIDA - 32006 - PHONE (904) 215-0707 - FAX (904) 215-0711

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61G17-6, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).



CHARLES R. BASSETT JR., REGISTERED LAND SURVEYOR FLA. NO. 4591  
LICENSED BUSINESS NUMBER 6628  
rbassett@bassettssurveyors.com

SURVEYED MARCH 26, 2018

BEARING DATUM BASED ON MICCO ROAD MAINTENANCE RIGHT OF WAY MAP ROAD PLAT BOOK 2, PAGE 11

FIELD BOOK NO.: N/A, PAGE(S) N/A      LEGAL: NOT APPLICABLE      WORK ORDER NO.: 04-17-04  
COMPUTER FILE NAME: 041704-RGUISA-REV.DWG      SCALE: 1" = 500'      FILE NO.: S-6751

# MAP SHOWING

## RIVER GROVE UTILITIES, INC. SERVICE AREA

A PORTION OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 786.51 FEET OF GOVERNMENT LOTS 2 AND 5, IN SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, SAID POINT ALSO LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8672.41 FEET; THENCE SOUTHEASTERLY ALONG SAID ARC AND ALONG SAID WESTERLY RIGHT OF WAY LINE, AN ARC DISTANCE OF 243.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23 DEGREES 51 MINUTES 29 SECONDS EAST, 243.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24 DEGREES 39 MINUTES 48 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 186.37 FEET TO THE SOUTH LINE OF THE NORTH 293.76 FEET OF THE SOUTH 448.49 FEET OF GOVERNMENT LOTS 2 AND 5, SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 33 MINUTES 24 SECONDS WEST, DEPARTING FROM SAID WESTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 1562.71 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD; THENCE SOUTH 02 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 155.05 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, DEPARTING FROM WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 685.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 2640.00 FEET TO A POINT LYING ON THE SOUTH LINE OF THE AFOREMENTIONED SECTION 14; THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 1320.01 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF SECTION 14, A DISTANCE OF 3974.89 FEET; THENCE SOUTH 89°32'41" EAST, DEPARTING FROM SAID WEST LINE OF SECTION 14, A DISTANCE OF 659.98 FEET; THENCE SOUTH 00°13'15" WEST, A DISTANCE OF 649.93 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 52 SECONDS EAST, A DISTANCE OF 659.54 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 482.51 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS WEST. A DISTANCE OF 301.95 FEET; THENCE NORTH 09 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 14 SECONDS WEST, A DISTANCE OF 115.09 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 49 SECONDS EAST, A DISTANCE OF 586.35 FEET TO A POINT LYING ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, SAID POINT ALSO ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5679.65 FEET; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 681.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 681.25 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST, DEPARTING FROM SAID WEST RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 1401.39 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAINS 6,245,117 SQUARE FEET OR 143.37 ACRES, MORE OR LESS, IN AREA.

<u>ABBREVIATION</u>	<u>DEFINITION</u>
O.R.B.	OFFICIAL RECORDS BOOK
PC	POINT OF CURVATURE
POC	POINT ON CURVE
PT	POINT OF TANGENCY

### GENERAL NOTES

1. THIS MAP DOES NOT PURPORT TO BE BOUNDARY SURVEY.
2. THIS SURVEY MAP DOES NOT REFLECT OWNERSHIP.
3. UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.
4. THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000.
5. ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.
7. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL.
8. NO TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY HAVE BEEN PROVIDED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
9. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF SURVEYOR.

SEE SHEET 1 OF 2 FOR SKETCH.

AMENDED 10-01-2018, TO AMEND BOUNDARY AND LEGAL DESCRIPTION, W.O.#04-17-04.

SHEET 2 OF 2

## CHARLES BASSETT & ASSOCIATES, INC. SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10046 - FLEMING ISLAND, FLORIDA - 32006 - PHONE (904) 215-0707 - FAX (904) 215-0711

FIELD BOOK NO.: N/A, PAGE(S) N/A

LEGAL: NOT APPLICABLE

WORK ORDER NO.: 04-17-04

COMPUTER FILE NAME: 041704-RGUIA-REV.DWG

SCALE: 1" = 500'

FILE NO.: S-6751

## Exhibit 11 – Warranty Deeds & Easements for Properties

The Owners of River Grove Utilities, Inc. own the property within the service area except for the railroad crossings. Copies of the proposed deeds for the wastewater treatment plant site is attached and will be executed and recorded upon the PSC's approval of this Application.

A blanket easement shall be granted to River Grove Utilities, Inc. to service, repair or replace potable water and domestic wastewater infrastructure within the limits of River Grove Units 1 and 2. The proposed easement along with the legal description and sketch is attached and shall be executed and recorded upon the PSC's approval of this Application.

Prepared under the direction of,  
Record and return to:  
Martin Friedman, Esq.  
address

## GRANT OF EASEMENT

Parcel No.: 30-38-14-00-261  
Project Name: Wastewater Treatment  
Facility

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, A.D. **2019**, BETWEEN **RIVER GROVE MOBILE HOME VILLAGE; I and II LTD.**, a Florida corporation, whose mailing address is 8329 Cherish Drive, Unit 19, Micco, FL 32976 hereinafter called **GRANTOR**, and the **RIVER GROVE UTILITIES, INC**, a Florida corporation, whose business address is 8440 US Highway 1, Micco, Florida 32976, hereinafter called **GRANTEE**.

WITNESSETH: That GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by GRANTEE, the receipt and sufficiency whereof is hereby acknowledged and accepted by the GRANTOR, has granted, bargained, sold and conveyed to the GRANTEE, its successors and assigns forever a non-exclusive right-of-way and easement with the right, privilege and authority to said GRANTEE, its successors and assigns, to construct, operate, lay, maintain, improve and/or associated equipment for existing and future water, wastewater, and/or reclaimed water utilities, any or all, on, along, over, through, across or under the following described land, situate in Brevard County, Florida, to-wit:

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

TOGETHER, with the right of said GRANTEE, its successors and assigns, of ingress and egress, to and over said above described premises, and for doing anything necessary or useful or convenient or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted. GRANTOR does hereby fully warrant the title to the Grant of Easement described herein, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be executed in its name by its authorized officer and caused its Corporate Seal to be hereto affixed the day and year first above written.

Signed and Sealed in our Presence:

RIVER GROVE MOBILE HOME VILLAGE; I AND II, LTD., a Florida corporation

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

By: \_\_\_\_\_  
Bonnie E. Douglas, President

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

(Corporate Seal)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **BONNIE E. DOUGLAS**, as **PRESIDENT** of **RIVER GROVE MOBILE HOME VILLAGE; I AND II, LTD.**, a Florida corporation, who is personally known to me or has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State Aforesaid  
My Commission Expires:

Accepted on behalf of River Grove Utilities, Inc.

By: \_\_\_\_\_  
Bonnie E. Douglas, President

**EXHIBIT "A"**

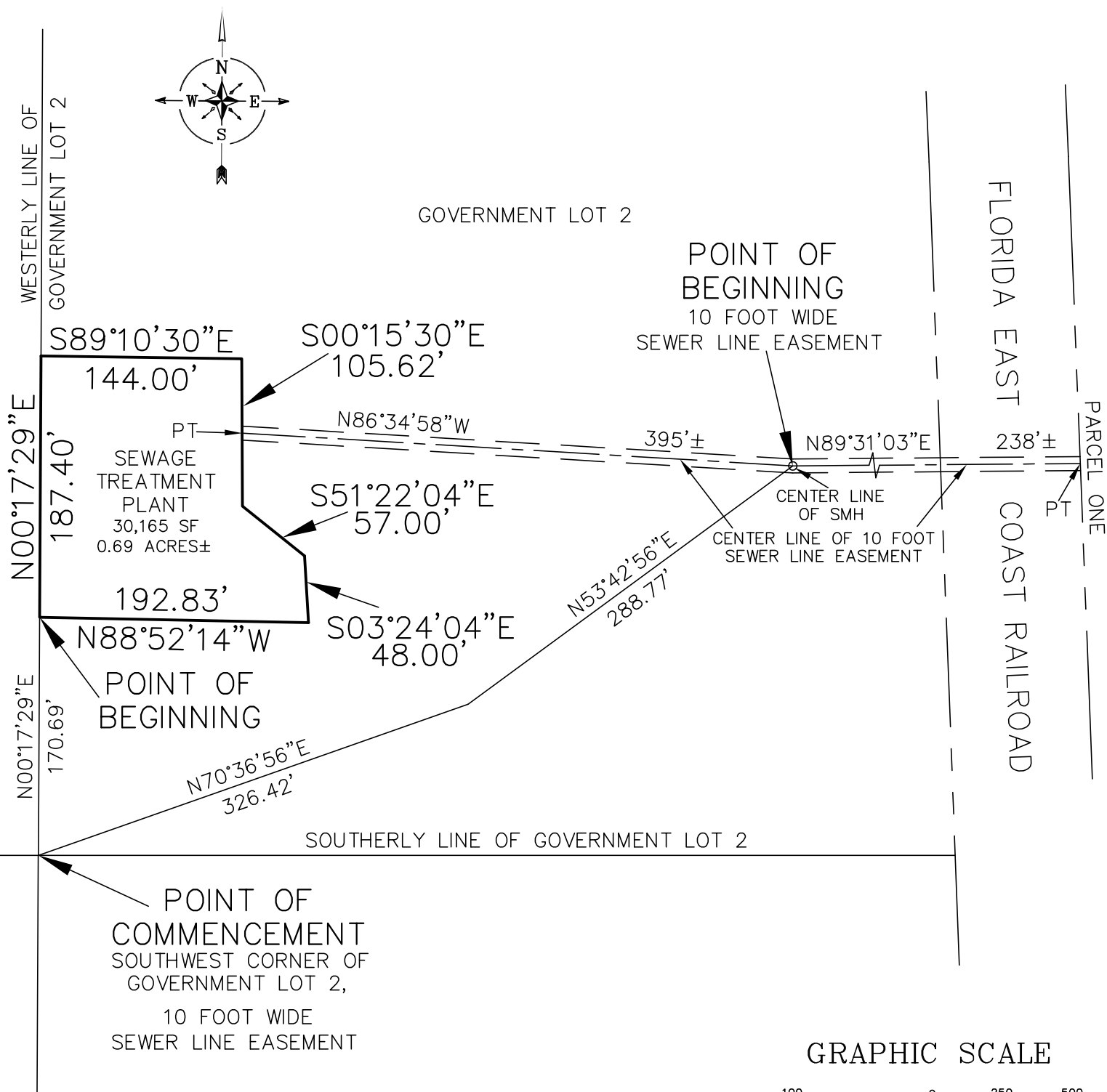


Exhibit "A"

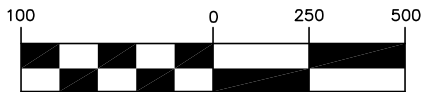
# MAP SHOWING

## RIVER GROVE UTILITIES, INC. SEWAGE TREATMENT PLANT

A PORTION OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED ON SHEET 2 OF 2 FURNISHED SEPARATELY:



### GRAPHIC SCALE



( IN FEET )

1 inch = 100 ft.

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, NOTES AND LEGEND.

SHEET 1 OF 2

## CHARLES BASSETT & ASSOCIATES, INC.

### SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10046 - FLEMING ISLAND, FLORIDA - 32006 - PHONE (904) 215-0707 - FAX (904) 215-0711

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61G17-6, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).



CHARLES R. BASSETT JR., REGISTERED LAND SURVEYOR FLA. NO. 4591  
 LICENSED BUSINESS NUMBER 6628  
 rbassett@bassettssurveyors.com

SURVEYED FEBRUARY 21, 2019

BEARING DATUM BASED ON MICCO ROAD MAINTENANCE RIGHT OF WAY MAP ROAD PLAT BOOK 2, PAGE 11

FIELD BOOK NO.: N/A, PAGE(S) N/A

LEGAL: NOT APPLICABLE

WORK ORDER NO.: 04-17-04

COMPUTER FILE NAME: 041704-STP.DWG

SCALE: 1" = 100'

FILE NO.: S-6751-STP

# MAP SHOWING

## RIVER GROVE UTILITIES, INC. SEWAGE TREATMENT PLANT

A PORTION OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED ON SHEET 2 OF 2 FURNISHED SEPARATELY:

FOR A POINT COMMENCEMENT, BEGIN AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 2; THENCE NORTH 00°17'29" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 170.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°10'30" EAST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 144.00 FEET; THENCE SOUTH 00°15'30" EAST, A DISTANCE OF 105.62 FEET; THENCE SOUTH 51°22'04" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 03°24'04" EAST, A DISTANCE OF 48.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 2; THENCE NORTH 88°52'14" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 192.83 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 10 FOOT SEWER LINE EASEMENT WHICH LIES 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINES, FROM SAID SOUTHWEST CORNER OF GOVERNMENT LOT 2, RUN NORTH 70°36'56" EAST, A DISTANCE OF 326.42 FEET; THENCE RUN NORTH 53°42'56" EAST, A DISTANCE OF 288.77 FEET TO A SANITARY SEWER MANHOLE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE OF A 10 FOOT EASEMENT; THENCE RUN NORTH 86°34'58" WEST, A DISTANCE OF 395' MORE OR LESS, TO THE SEWER PLANT AND THE TERMINUS OF THE LINE; THENCE RETURN TO THE SANITARY SEWER MANHOLE AND THE POINT OF BEGINNING AND RUN NORTH 89°31'03" EAST, A DISTANCE OF 238 FEET, MORE OR LESS, TO PARCEL ONE AND THE TERMINUS OF THE LINE.

<u>ABBREVIATION</u>	<u>DEFINITION</u>
O.R.B.	OFFICIAL RECORDS BOOK
PT	POINT OF TERMINUS
SMH	SANITARY MANHOLE

### GENERAL NOTES

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2. THIS SURVEY MAP DOES NOT REFLECT OWNERSHIP.
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5. ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.
7. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL.
8. NO TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY HAVE BEEN PROVIDED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
9. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF SURVEYOR.

SEE SHEET 1 OF 2 FOR SKETCH.

SHEET 2 OF 2

## CHARLES BASSETT & ASSOCIATES, INC. SURVEYORS – MAPPERS – LAND PLANNERS

P.O. BOX 10046 – FLEMING ISLAND, FLORIDA – 32006 – PHONE (904) 215-0707 – FAX (904) 215-0711

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LEGAL: NOT APPLICABLE

WORK ORDER NO.: 04-17-04

COMPUTER FILE NAME: 041704-STP.DWG

SCALE: 1" = 100'

FILE NO.: S-6751-STP

Prepared under the direction of,  
Record and return to:  
Martin Friedman, Esq.

## GRANT OF EASEMENT AND RIGHT-OF-WAY

Parcel No.: 30-38-14-00-261  
Project Name: River Grove Mobile  
Home Village; Units I and II

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, A.D. **2019**, BETWEEN **RIVER GROVE MOBILE HOME VILLAGE; I and II LTD.**, a Florida corporation, whose mailing address is 8329 Cherish Drive, Unit 19, Micco, FL 32976 hereinafter called **GRANTOR**, and the **RIVER GROVE UTILITIES, INC**, a Florida corporation, whose business address is 8440 US Highway 1, Micco, Florida 32976, hereinafter called **GRANTEE**.

WITNESSETH: That GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by GRANTEE, the receipt and sufficiency whereof is hereby acknowledged and accepted by the GRANTOR, has granted, bargained, sold and conveyed to the GRANTEE, its successors and assigns forever a non-exclusive right-of-way and easement with the right, privilege and authority to said GRANTEE, its successors and assigns, to construct, operate, lay, maintain, improve and/or associated equipment for existing and future water, wastewater, and/or reclaimed water utilities, any or all, on, along, over, through, across or under the following described land, situate in Brevard County, Florida, to-wit:

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

Upon location of its FACILITIES as designated by GRANTEE, the EASEMENT PROPERTY shall be that portion of the property located within 15 feet in all directions of GRANTEE's facilities on the property described above.

The EASEMENT PROPERTY shall include use of the subsurface below and air space above for any of the PURPOSES. The EASEMENT PROPERTY shall also include such portions of adjoining property and adjacent surface of land owned by GRANTOR as may be necessary for the PURPOSES stated below or for GRANTEE to exercise its rights with respect to this EASEMENT.

**GRANT:** GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, transfers, sells, assigns, and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way along, on, over, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR also grants to GRANTEE the right and authority to license, permit, or otherwise agree to the joint use or occupancy of the EASEMENT PROPERTY and the utility lines, manholes, equipment, devices, system, or other facilities now or hereafter thereon by any other

person or entity for potable and non-potable water transmission or distribution, sewage collection and transmission purposes.

**PURPOSES:** The EASEMENT, right-of-way, and other rights and privileges herein granted shall include:

1. the right to place, construct, reconstruct, upgrade, expand the capability of, change the size of pipelines, operate, maintain, repair, inspect, patrol, relocate within the EASEMENT, rebuild, replace and remove thereon and/or in or upon said land, overhead and/or underground water and sewer transmission or distribution lines, equipment, or systems consisting of a variable number of hydrants, valves, pipelines, manholes, pumping stations, and all other necessary or desirable appurtenances (collectively, the "FACILITIES"), when deemed necessary by GRANTEE to sustain the FACILITIES within said EASEMENT; and
2. the right to any additional temporary working space about or near the EASEMENT as may be reasonably necessary, together with the right of pedestrian, equipment, and/or vehicular ingress and egress over GRANTOR's adjoining land to or from said EASEMENT for the purposes of placing, constructing, reconstructing, patrolling, inspecting, upgrading, expanding the capability of, changing the size of pipelines, operating, repairing, maintaining, relocating within the EASEMENT, replacing, and/or removing said FACILITIES and appurtenances pertaining thereto; and
3. the right to clear the right of way of all obstructions, to cut, trim or remove trees and/or shrubbery located on, over or within said EASEMENT through any means deemed reasonable and appropriate by GRANTEE, including the use of machinery and the application of herbicides, and including any control of the growth of other vegetation in or about the EASEMENT which may incidentally and necessarily result from the means of control employed; and
4. the right to cut, trim or remove trees and/or shrubbery that may interfere with or threaten to endanger the operation, reliability, efficiency and/or maintenance of the FACILITIES; and
5. the right to cut, trim or remove all dead, weak, leaning or dangerous trees and/or shrubbery located outside the EASEMENT which may be of sufficient height or length to strike said FACILITIES in falling; and
6. the right to read any meter and/or perform any act related to the provision of service to GRANTEE's utility customers on said land; and
7. the right to license, permit, or otherwise agree to the joint use of occupancy of the FACILITIES by any other person, association, or corporation, for electric, telephone, cable television, or other types of communication services; and
8. the right to use such portion of GRANTOR's property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSES stated or any part thereof; and
9. the right of free access to the EASEMENT at all reasonable hours to perform the aforementioned activities, and at any time to restore service or during an emergency.

**ACCESS:** GRANTOR shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY. GRANTEE shall also have the right of ingress and egress over existing and future roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other PURPOSES stated above, or any part thereof.

**TERM:** The EASEMENT and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by GRANTEE for a period of 10 years.

**STRUCTURES:** GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction, or improvement that will impede access to the FACILITIES. GRANTEE shall have the right to prevent construction of or remove from the EASEMENT PROPERTY any structures, obstructions, or improvements. GRANTOR agrees to pay GRANTEE the reasonable cost for removal of any structures, obstructions, or improvements GRANTOR installs, erects, or creates in the EASEMENT PROPERTY after the effective date of this EASEMENT. This agreement shall be a covenant running with the land for the benefit of GRANTEE and its successors and assigns.

**FENCES:** GRANTOR may construct fences across the EASEMENT provided GRANTOR constructs, or allows GRANTEE to construct, a gap, gate or other access across the EASEMENT to permit reasonable access for GRANTEE through and across said EASEMENT. GRANTEE shall have the right to install locks on any gates or gaps which limit GRANTEE's access to the EASEMENT.

**DAMAGES:** It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for all damages for the initial construction and all operation and maintenance of the utility facilities, equipment, or system, as well as all damages, if any, to GRANTOR's property which may occur in the future after the original construction of the utility facilities, equipment, or system, directly resulting from GRANTEE's exercise of any PURPOSE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions.

**MINERALS:** GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any person or entity to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY.

**OWNERSHIP:** GRANTOR agrees that all FACILITIES and appurtenances thereto installed upon the EASEMENT PROPERTY by GRANTEE shall at all times remain the property of GRANTEE and are removable at the option of GRANTEE.

**ASSIGNMENT:** This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns. This EASEMENT and rights and privileged granted herein to GRANTEE may be assigned (and/or licensed) by GRANTEE in whole or in part.

**ENTIRE AGREEMENT:** This EASEMENT contains all covenants and terms between GRANTOR and GRANTEE related to the EASEMENT. Any oral representations or modifications concerning this EASEMENT shall be of no force and effect. Any subsequent amendment or modification to this EASEMENT must be in writing and signed by GRANTOR and GRANTEE.

**NO WAIVER:** The failure of GRANTEE to enforce any default or breach of any covenant, condition, or stipulation in this EASEMENT, or the delay by GRANTEE in the use of any right herein granted, shall not be treated as a waiver of such default or breach, or of any subsequent default or breach, of the same or any other covenant, condition, or stipulation, or as a waiver of any right of GRANTEE or of the ability of GRANTEE to use such right at a future date.

**MISCELLANEOUS:** When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, contractors, and authorized agents of GRANTEE.

**WARRANTY:** GRANTOR, and its successors, assigns, and heirs, warrants title to and shall forever defend the EASEMENT and all rights thereunder to GRANTEE, its successors and assigns, against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be executed in its name by its authorized officer and caused its Corporate Seal to be hereto affixed the day and year first above written.

Signed and Sealed in our Presence:

RIVER GROVE MOBILE HOME VILLAGE; I AND II, LTD., a Florida corporation

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

By: \_\_\_\_\_  
Bonnie E. Douglas, President

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

(Corporate Seal)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **BONNIE E. DOUGLAS**, as **PRESIDENT** of **RIVER GROVE MOBILE HOME VILLAGE; I AND II, LTD.**, a Florida corporation, who is personally known to me or has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State Aforesaid  
My Commission Expires:

Accepted on behalf of River Grove Utilities, Inc.

By: \_\_\_\_\_  
Bonnie E. Douglas, President

**EXHIBIT "A"**

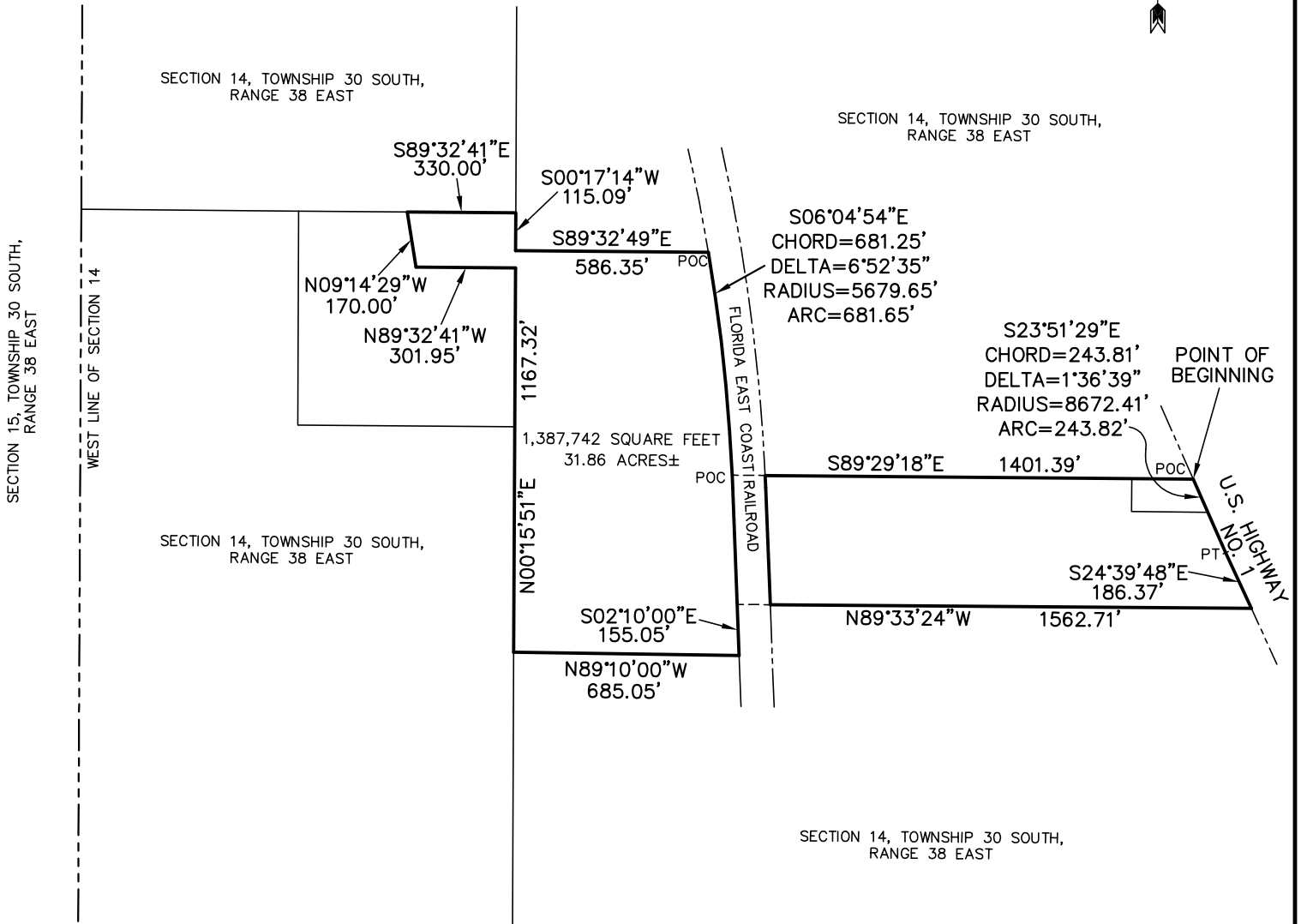
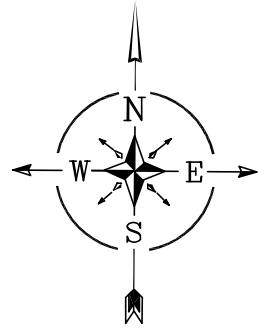


Exhibit "A"

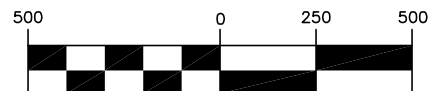
MAP SHOWING

RIVER GROVE MOBILE HOME PARK

A PORTION OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED ON SHEET 2 OF 2 FURNISHED SEPERATELY:



GRAPHIC SCALE



( IN FEET )

1 inch = 500 ft.

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, NOTES AND LEGEND.

SHEET 1 OF 2

CHARLES BASSETT & ASSOCIATES, INC. SURVEYORS - MAPPERS - LAND PLANNERS

P.O. BOX 10046 - FLEMING ISLAND, FLORIDA - 32006 - PHONE (904) 215-0707 - FAX (904) 215-0711

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61G17-6, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

Handwritten signature of Charles R. Bassett Jr.



CHARLES R. BASSETT JR., REGISTERED LAND SURVEYOR FLA. NO. 4591 LICENSED BUSINESS NUMBER 6628 rbassett@bassettssurveyors.com

SURVEYED FEBRUARY 21, 2019

BEARING DATUM BASED ON MICCO ROAD MAINTENANCE RIGHT OF WAY MAP ROAD PLAT BOOK 2, PAGE 11

FIELD BOOK NO.: N/A, PAGE(S) N/A

LEGAL: NOT APPLICABLE

WORK ORDER NO.: 04-17-04

COMPUTER FILE NAME: 041704-RGMHP.DWG

SCALE: 1" = 500'

FILE NO.: S-6751-MHP

# MAP SHOWING

## RIVER GROVE MOBILE HOME PARK

A PORTION OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 786.51 FEET OF GOVERNMENT LOTS 2 AND 5, IN SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, SAID POINT ALSO LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8672.41 FEET; THENCE SOUTHEASTERLY ALONG SAID ARC AND ALONG SAID WESTERLY RIGHT OF WAY LINE, AN ARC DISTANCE OF 243.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23 DEGREES 51 MINUTES 29 SECONDS EAST, 243.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24 DEGREES 39 MINUTES 48 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 186.37 FEET TO THE SOUTH LINE OF THE NORTH 293.76 FEET OF THE SOUTH 448.49 FEET OF GOVERNMENT LOTS 2 AND 5, SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 33 MINUTES 24 SECONDS WEST, DEPARTING FROM SAID WESTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 1562.71 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD; THENCE SOUTH 02 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 155.05 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, DEPARTING FROM WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 685.05 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 1167.32 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, A DISTANCE OF 301.95 FEET; THENCE NORTH 09 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 14 SECONDS WEST, A DISTANCE OF 115.09 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 49 SECONDS EAST, A DISTANCE OF 586.35 FEET TO A POINT LYING ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, SAID POINT ALSO ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5679.65 FEET; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 681.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 681.25 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST, DEPARTING FROM SAID WEST RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 1401.39 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY LANDS WITHIN THE FLORIDA EAST COAST RAILROAD RIGHT OF WAY.

LANDS THUS DESCRIBED CONTAINS 1,387,742 SQUARE FEET OR 31.86 ACRES, MORE OR LESS, IN AREA.

<u>ABBREVIATION</u>	<u>DEFINITION</u>
O.R.B.	OFFICIAL RECORDS BOOK
PC	POINT OF CURVATURE
POC	POINT ON CURVE
PT	POINT OF TANGENCY

### GENERAL NOTES

1. THIS MAP DOES NOT PURPORT TO BE BOUNDARY SURVEY.
2. THIS SURVEY MAP DOES NOT REFLECT OWNERSHIP.
3. UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.
4. THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000.
5. ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.
7. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL.
8. NO TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY HAVE BEEN PROVIDED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
9. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF SURVEYOR.

SEE SHEET 1 OF 2 FOR SKETCH.

SHEET 2 OF 2

## CHARLES BASSETT & ASSOCIATES, INC. SURVEYORS – MAPPERS – LAND PLANNERS

P.O. BOX 10046 – FLEMING ISLAND, FLORIDA – 32006 – PHONE (904) 215-0707 – FAX (904) 215-0711

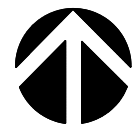
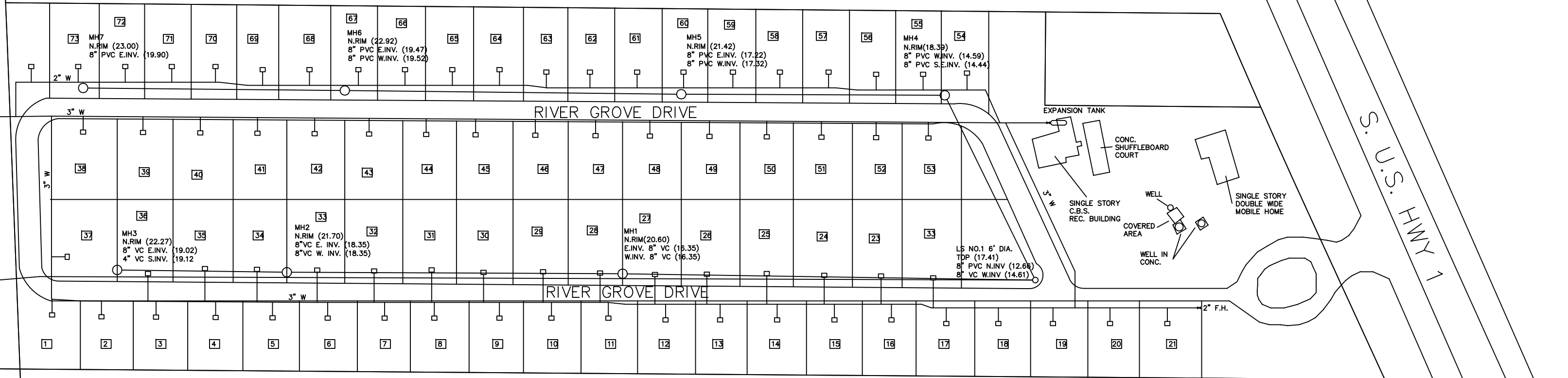
FIELD BOOK NO.: N/A, PAGE(S) N/A LEGAL: NOT APPLICABLE WORK ORDER NO.: 04-17-04  
COMPUTER FILE NAME: 041704-RGMHP.DWG SCALE: 1" = 500' FILE NO.: S-6751-MHP

## Exhibit 12 - Detailed System Maps

Map 1 – River Grove Unit 1

Map 2 – River Grove Unit 2

# RIVER GROVE UNIT 1



## RIVER GROVE UNIT 1 UTILITY PLAN

SCALE: 1" = 100'

LOT 25, PINERIDGE HEIGHTS  
 PLAT BOOK 24, PAGE 86  
 PARCEL ID NO. 30-38-14-28-\*--25

PARCEL ID NO. 30-38-14-00-261  
 OFFICIAL RECORDS BOOK 2334, PAGE 49  
 EXCEPT OFFICIAL RECORDS BOOK 3980, PAGE 1827  
 RIVER GROVE MOBILE HOME VILLAGE

MH16 N.RIM (19.20)  
 8" PVC S.INV. (16.70)  
 8" PVC E.INV. (16.65)  
 8" PVC W.INV. (16.65)

PARCEL ID NO. 30-38-14-00-258  
 NORTH 115 FEET OF GOVERNMENT LOTS 2, 5 AND THE SOUTH  
 126 FEET OF GOVERNMENT LOTS 1 AND 4, LYING WEST OF FEC RAILROAD

MH15 N.RIM (20.14)  
 8" PVC W.INV. (17.94)  
 8" PVC S.INV. (17.94)

30-38-14-00-265  
 WEST 1/4 OF THE NORTHWEST 1/4  
 LOTS BOOK 2334, PAGE 49  
 S BOOK 6120, PAGE 1528

MH 14 N.RIM (20.07)  
 8" PVC N.E. INV. (17.62)  
 8" PVC S. INV. (17.72)  
 8" PVC N. INV. (17.67)

30-38-14-00-266  
 WEST 1/4 OF THE NORTHWEST 1/4 AND  
 SOUTHWEST 1/4 PAR 507

PARCEL ID NO. 30-38-14-00-261  
 OFFICIAL RECORDS BOOK 2334, PAGE 49  
 EXCEPT OFFICIAL RECORDS BOOK 3980, PAGE 1827  
 RIVER GROVE MOBILE HOME VILLAGE

MH12 N.RIM (20.70)  
 8" PVC S.INV. (16.30)  
 8" PVC E.INV. (16.20)  
 10" PVC S.W.INV. (16.16)

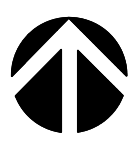
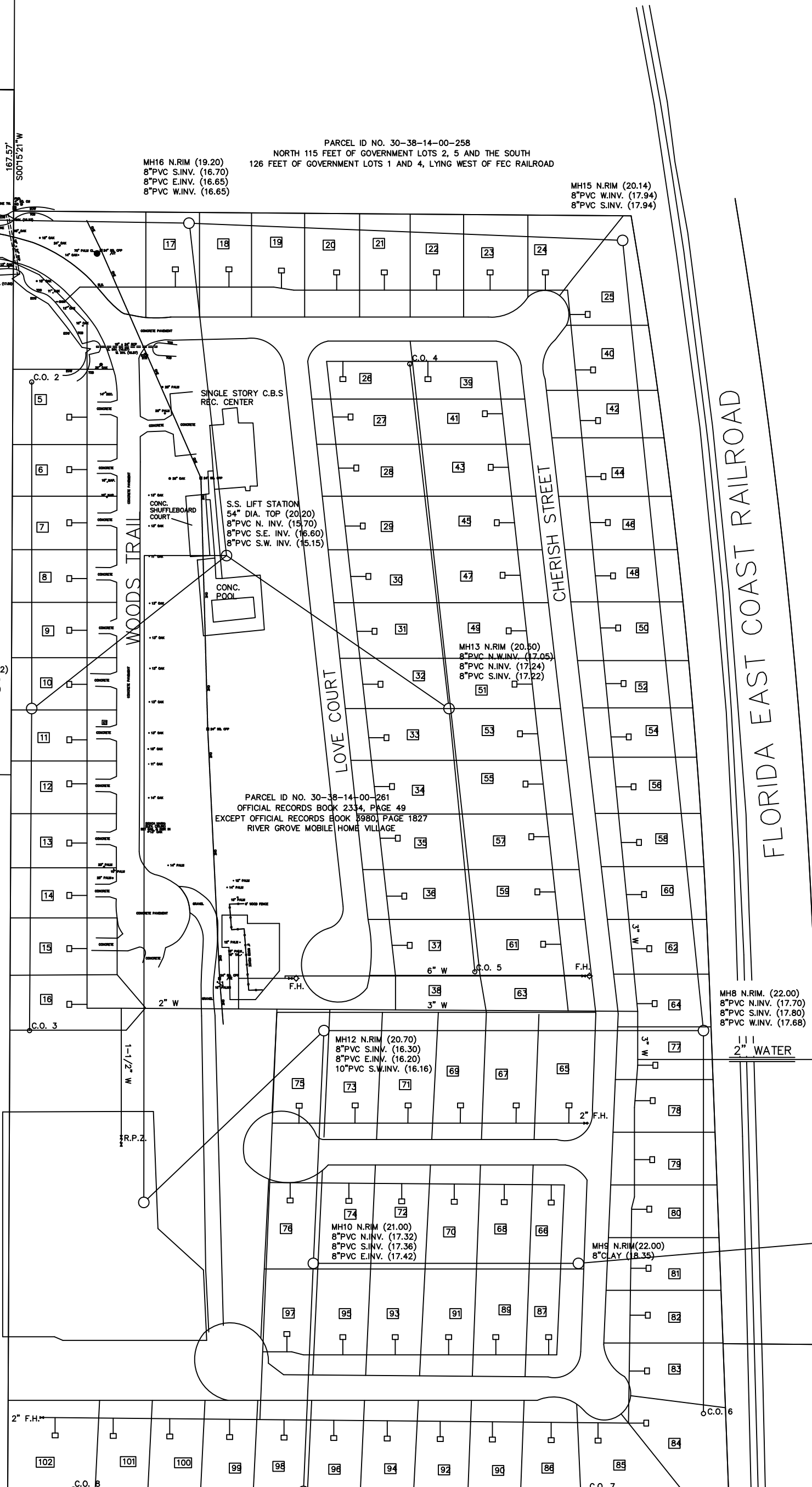
MH10 N.RIM (21.00)  
 8" PVC N.INV. (17.32)  
 8" PVC S.INV. (17.36)  
 8" PVC E.INV. (17.42)

MH9 N.RIM (22.00)  
 8" CLAY (18.35)

MH8 N.RIM. (22.00)  
 8" PVC N.INV. (17.70)  
 8" PVC S.INV. (17.80)  
 8" PVC W.INV. (17.68)

MH11 N.RIM (20.60)  
 8" PVC N.INV. (18.35)  
 8" PVC E.INV. (18.60)  
 8" PVC W.INV. (18.60)

\*NOTE\*  
 ELEVATIONS SHOWN  
 REFER TO NAVD '88 DATUM



# RIVER GROVE UNIT 2 UTILITY PLAN

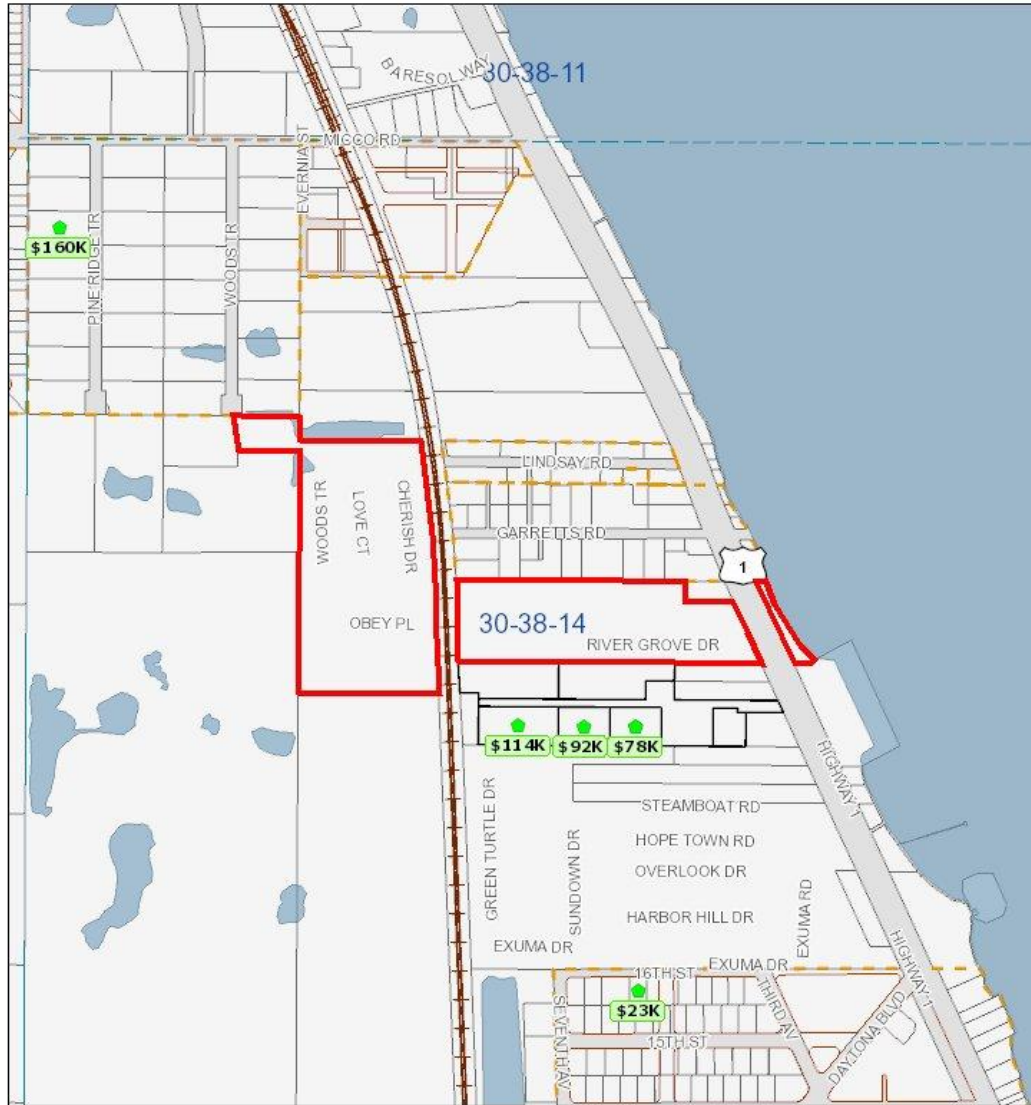
SCALE: 1"=100'

PARCEL ID NO. 30-38-14-00-506  
 EAST 1/2 OF THE SOUTHWEST 1/4 LYING WEST  
 OF FEC RAILROAD

## Exhibit 13 – Property Appraisers Map

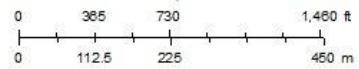
- a) River Grove Units 1 & 2 – Parcel Id No. 30-38-14-00-261 (31.19 acres)
- b) River Grove Mobile Home Village, Inc. Office, Parcel Id. No. 30-38-14-00-283 (0.52 acres)
- c) 104.03 Acre Vacant Land – Parcel Id. No. 30-38-14-00-266
- d) 5.06 Acre Single Family Land – Parcel Id No. 30-38-14-00-273
- e) 5.06 Acre Multifamily Land – Parcel Id No. 30-38-14-00-278

### Brevard County Property Appraiser



June 10, 2019

1:8,000



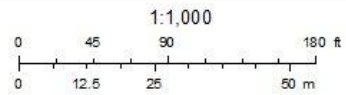
2846850

For illustration only. Not a survey. Map layers may not precisely align.  
© BCPAO 2015

### Brevard County Property Appraiser



June 10, 2019

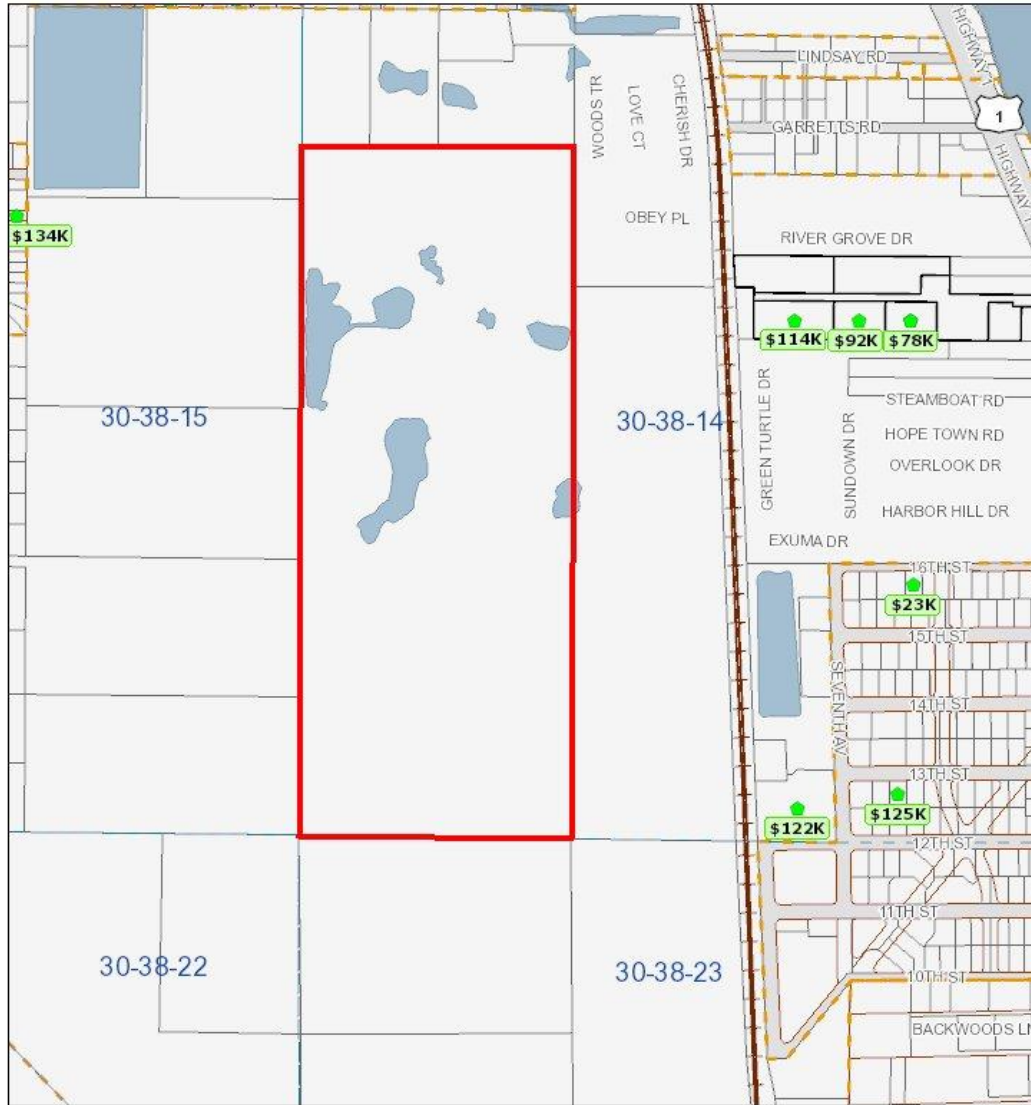


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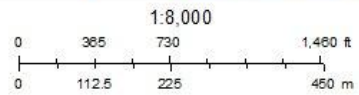
For illustration only. Not a survey. Map layers may not precisely align.  
© BCRAO 2015



### Brevard County Property Appraiser



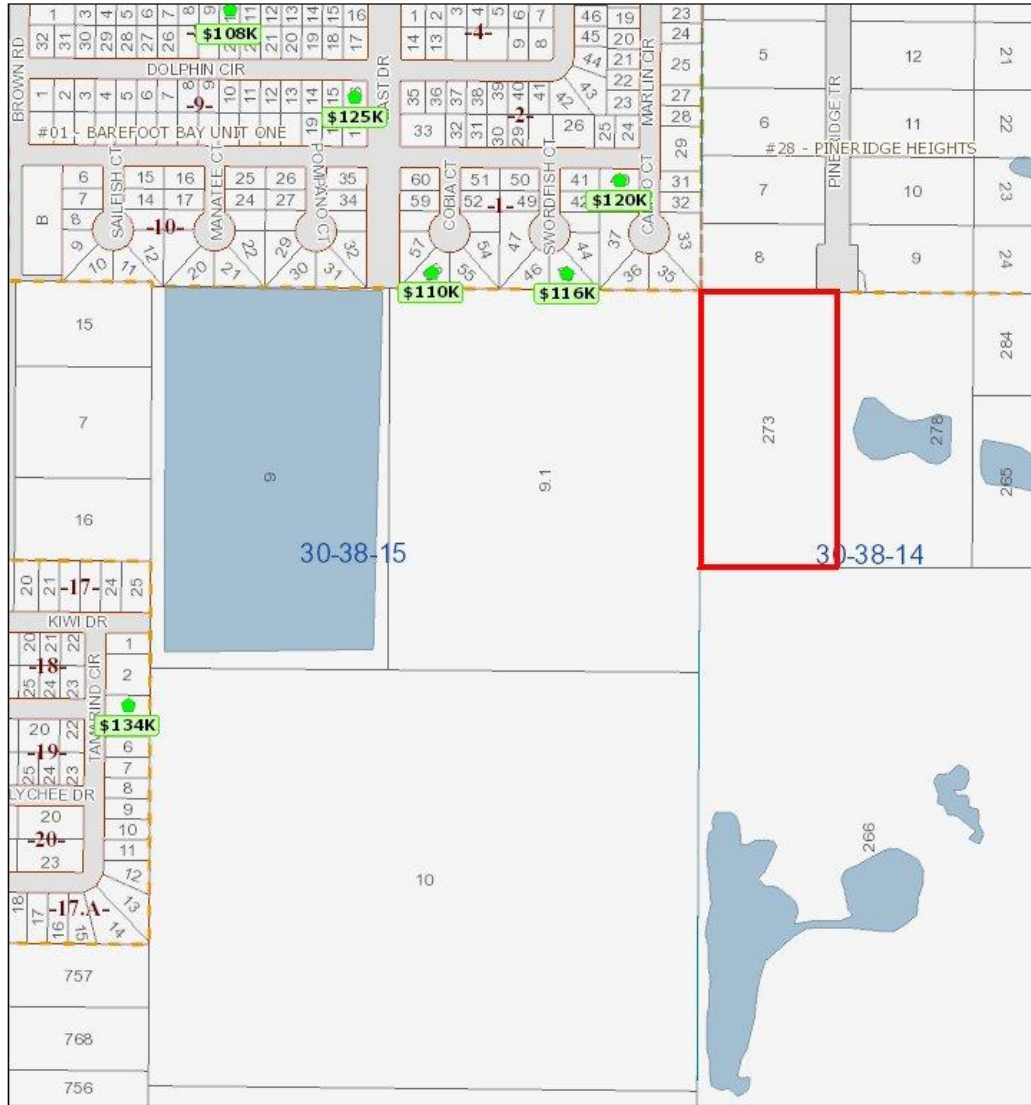
June 10, 2019



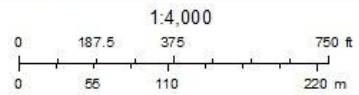
2846850

For illustration only. Not a survey. Map layers may not precisely align.  
 © BCPAO 2015

### Brevard County Property Appraiser



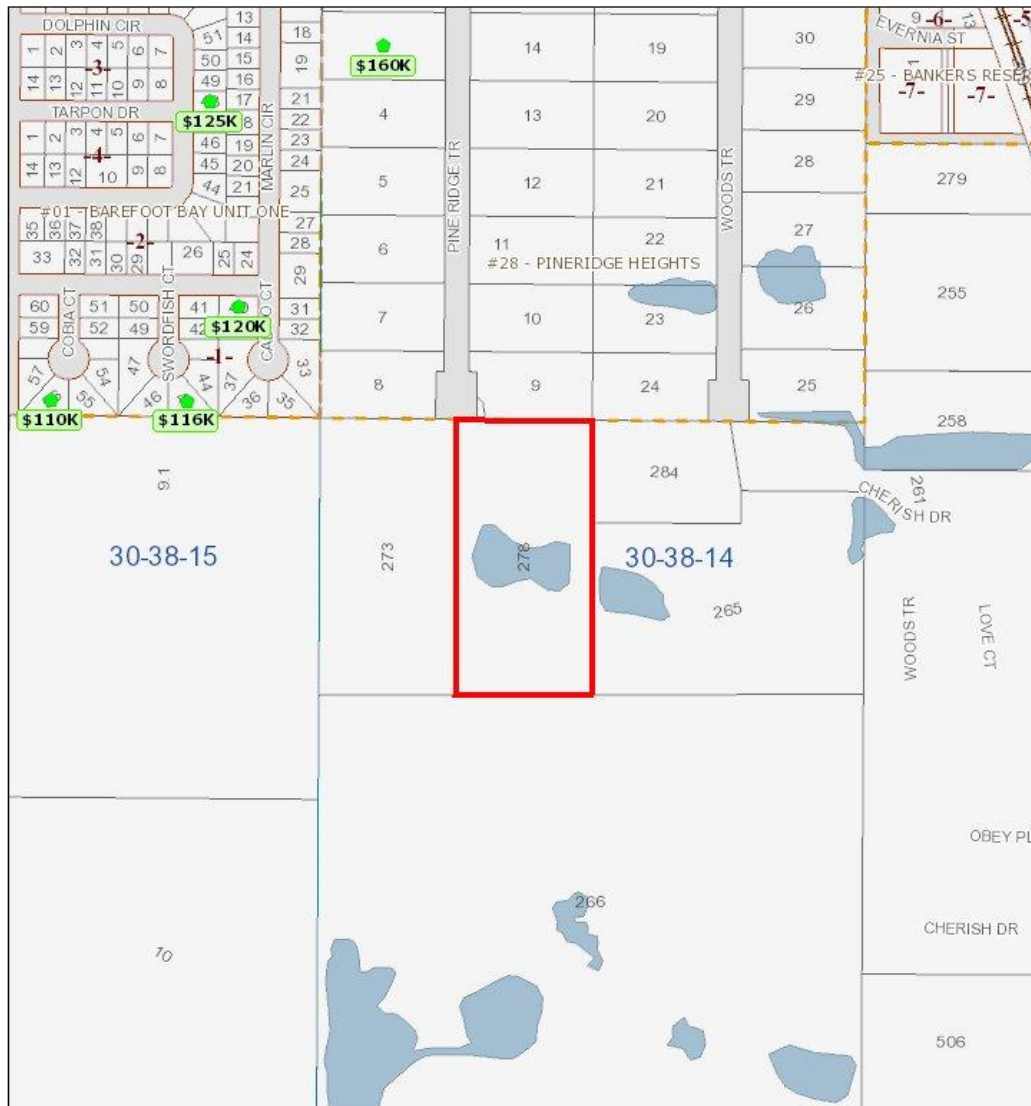
June 10, 2019



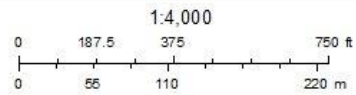
2846850

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### Brevard County Property Appraiser



June 10, 2019



2846850

For illustration only. Not a survey. Map layers may not precisely align.  
© BCPAO 2015

## Exhibit 14 – System Capacity Analysis

Existing Potable Water Treatment Plant: The existing potable water plant has a permitted maximum day capacity of 330,000 gallons per day (gpd). Assuming a 2.0 maximum day to average day ratio, the average day capacity is estimated to be 165,000 gpd. River Grove Mobile Home Village is generally characterized by single wide mobile homes. Pursuant to Table 1, 64-E6, F.A.C. the expected flow for 4 or more units connected to a single system is 225 gpd/ERC. There are currently 172 units connected to the system. Therefore, the current utilization of the water plant is as follows:

$$172 \text{ Connections} \times 225 \text{ gpd/ERC} = 38,700 \text{ gpd.}$$

$$\text{The available capacity for expansion} = 165,000 \text{ gpd} - 38,700 \text{ gpd} = 126,300 \text{ gpd.}$$

$$\text{The available capacity in terms of ERC's} = 126,300 \text{ gpd} / 225 \text{ gpd/ERC} = 561 \text{ ERCs}$$

Proposed Interconnection with Brevard Co. Barefoot Bay Utility: The Brevard County officials have limited the water supply to serve only the residents and ancillary uses within the existing River Grove Mobile Home Village. This demand will include the residents (38,700 gpd) plus water for the park office, club house, line flushing and other ancillary uses. Flow to the system will be limited by the proposed 4" master meter that has an AWWA Standard C702 range of 3 to 600 gpm. Assuming an average day capacity of 300 gpm, the capacity of the system is 432,000 gpd.

Wastewater Treatment Plant: The wastewater treatment plant has a design capacity of 42,000 gpd based on the volume of the aeration basins (six (6) 7,000-gallon aeration basins in series and a 24-hour hydraulic detention time for extended aeration). The three (3) secondary clarifiers have 200 square feet of surface area for settling. Ten State standards limits surface loading to 700 gpd/square feet at average daily flow. Therefore, the capacity of the secondary clarifiers is 42,000 gpd (200 SF x 700 gpd/SF).

$$\text{The available capacity for expansion} = 42,000 \text{ gpd} - 38,700 \text{ gpd} = 3,300 \text{ gpd.}$$

$$\text{The available capacity in terms of ERC's} = 3,300 \text{ gpd} / 225 \text{ gpd/ERC} = 15 \text{ ERCs.}$$

Effluent Disposal System: The existing treated wastewater effluent disposal system consists of three (3) rapid infiltration basins with a total wetted surface area of 12,160 SF. Daily loading is limited to 3-inches per day and the capacity of the basins is as follows:

$$12,160 \text{ SF} \times 4 \text{ in/day} \times 1 \text{ ft/12 in} \times 7.48 \text{ gal/CF} = 30,000 \text{ gpd}$$

The current wastewater treatment plant permitted capacity is presently restricted to 30,000 gpd due to the effluent disposal limitation. Current actual wastewater flows to the wastewater system have remained below this permitted capacity on a routine basis. Expansion of the effluent disposal system is recommended to meet the current design capacity of the wastewater treatment facility (42,000 gpd).

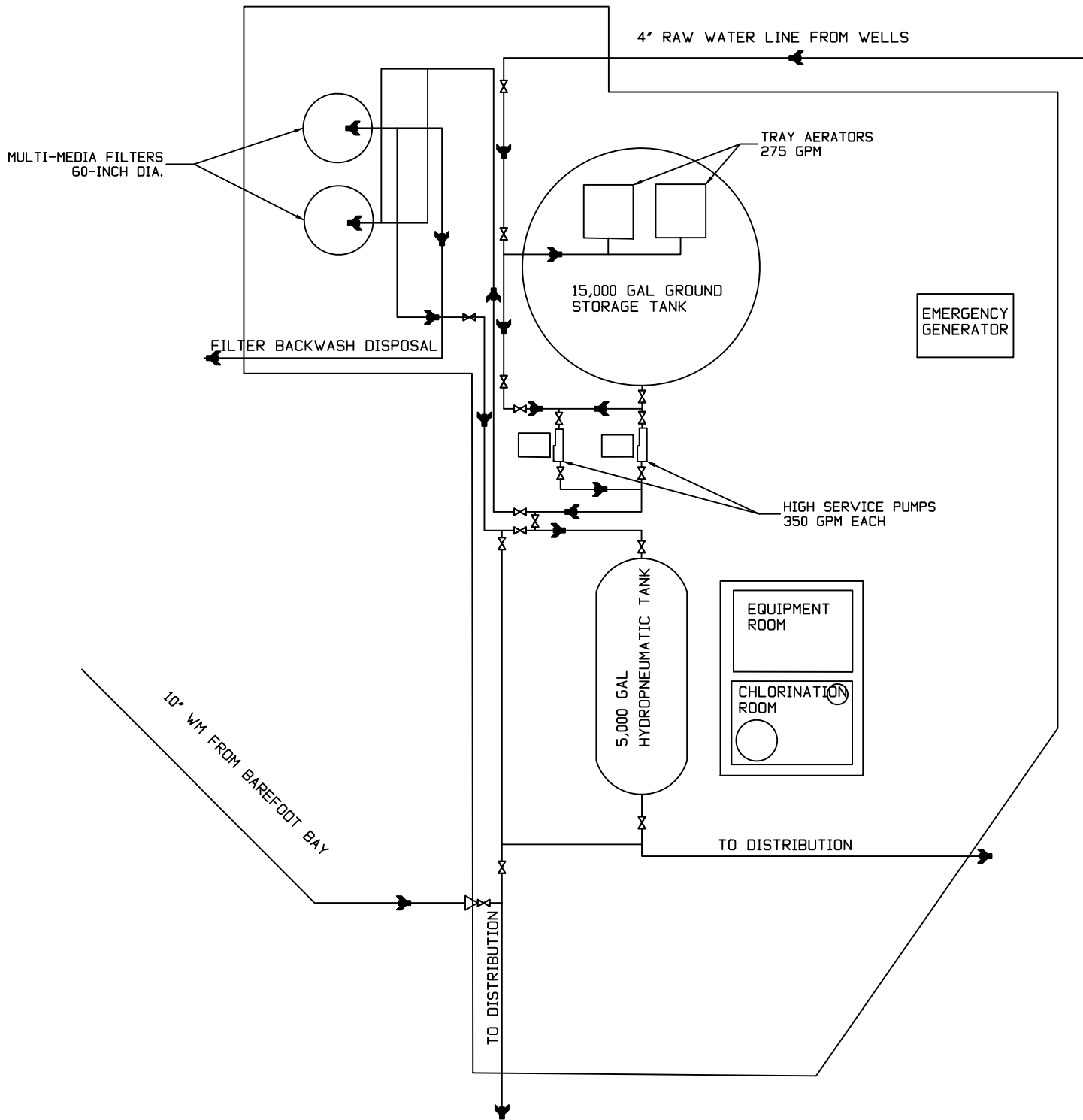
## Exhibit 15 – Water, Wastewater and Effluent Disposal Description

Potable Water Treatment: The existing water supply is provided by two (2) 90-foot deep wells that withdraw ground water. Raw well water is treated at the well head with 35% concentration hydrogen peroxide for organics oxidation and 50% sodium hydroxide solution for pH control. Well water is then pumped to a 275 gpm cascade aerator, chlorinated and stored in a 15,000-gallon ground storage tank. Treated water is pumped through two (2) high service pumps through two (2) granular anthracite/gravel/sand media filters prior to discharge to the potable water distribution system. Backwash of the filter is discharged to the gravity sewer system and treated in the wastewater treatment plant. A 5,000-gallon hydropneumatic tank is provided to maintain system pressure. The water treatment plant has a Maximum Day Capacity of 330,000 gpd. A site plan of the existing water plant is shown on Figure 1.

The proposed water supply will be the Brevard County's Barefoot Bay potable water distribution system.

Wastewater Treatment and Effluent Disposal: The wastewater is collected from the existing residents by gravity sewers. These sewers discharge to one of three (3) wastewater pumping stations that discharge flow to the wastewater treatment plant. The plant is equipped with a surge basin to equalize flow and loading. The treatment consists of six (6) 7,000 gallon aeration basins operated in series for a total of 42,000 gallons of extended aeration activated sludge wastewater treatment. Activated sludge is settled in three (3) secondary clarifiers. Clarified effluent is discharged to a chlorine contact chamber for disinfection treatment. Settled solids are returned to the activated sludge system or periodically wasted to the sludge digester. Aeration is provided by two positive displacement type blowers. The wastewater treatment plant has a permitted capacity of 0.03 million gallons per day (mgd) as a three month daily average.

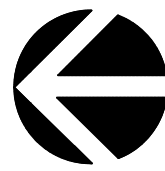
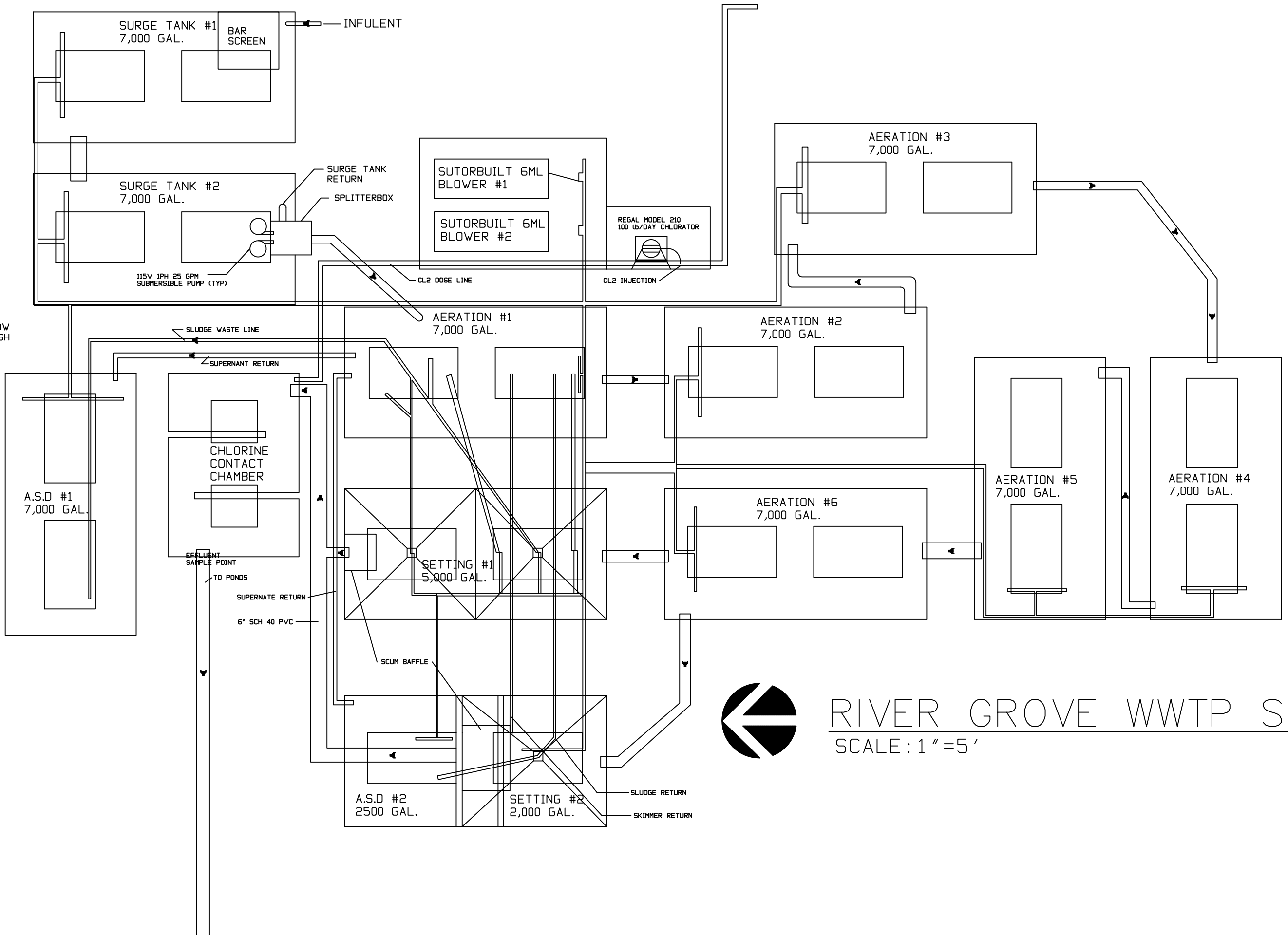
Effluent is discharged to one of three rapid infiltration basins with a total wetted area of 0.279 mgd. A site plan of the existing wastewater treatment plant is shown on Figure 2.



# RIVER GROVE WTP SITE PLAN

SCALE: 1" = 3'

LAPSE TIME FLOW METERS ON TRASH PUMPS



# RIVER GROVE WWTTP SITE PLAN

SCALE: 1"=5'

Exhibit 16 – Proposed Tariff



WATER TARIFF

RIVER GROVE UTILITIES, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

WATER TARIFF

RIVER GROVE UTILITIES, INC.  
NAME OF COMPANY

8440 South U.S. Highway 1

Micco, Florida 32976  
(ADDRESS OF COMPANY)

(772) 664-4560 – Business  
( ) - Emergency  
(Business & Emergency Telephone Number)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

WATER TARIFF

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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

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER –

COUNTY – Brevard

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-2019-____-PAA-WS		2019____-WS	Original Certificate

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

DESCRIPTION OF TERRITORY SERVED

A PORTION OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 786.51 FEET OF GOVERNMENT LOTS 2 AND 5, IN SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, SAID POINT ALSO LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8672.41 FEET; THENCE SOUTHEASTERLY ALONG SAID ARC AND ALONG SAID WESTERLY RIGHT OF WAY LINE, AN ARC DISTANCE OF 243.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23 DEGREES 51 MINUTES 29 SECONDS EAST, 243.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24 DEGREES 39 MINUTES 48 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 186.37 FEET TO THE SOUTH LINE OF THE NORTH 293.76 FEET OF THE SOUTH 448.49 FEET OF GOVERNMENT LOTS 2 AND 5, SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 33 MINUTES 24 SECONDS WEST, DEPARTING FROM SAID WESTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 1562.71 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD; THENCE SOUTH 02 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 155.05 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, DEPARTING FROM WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 685.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 2640.00 FEET TO A POINT LYING ON THE SOUTH LINE OF THE AFOREMENTIONED SECTION 14; THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 1320.01 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF SECTION 14, A DISTANCE OF 3974.89 FEET; THENCE SOUTH 89°32'41" EAST, DEPARTING FROM SAID WEST LINE OF SECTION 14, A DISTANCE OF 659.98 FEET; THENCE SOUTH 00°13'15 WEST, A DISTANCE OF 649.93 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 52 SECONDS EAST, A DISTANCE OF 659.54 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 482.51 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, A DISTANCE OF 301.95 FEET; THENCE NORTH 09 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 14 SECONDS WEST, A DISTANCE OF 115.09 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 49 SECONDS EAST, A DISTANCE OF 586.35 FEET TO A POINT LYING ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, SAID POINT ALSO ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5679.65 FEET; THENCE SOUTHEASTERLY ALONG SAID WEST

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 681.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 681.25 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST, DEPARTING FROM SAID WEST RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 1401.39 FEET TO THE POINT OF BEGINNING.

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheets No.</u>
Brevard	River Grove Mobile Home Park	GS, RS	12.0, 13.0

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for 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 River Grove Utilities, Inc.
- 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.

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE



INDEX OF RULES AND REGULATIONS

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Bonnie Douglas  
 ISSUING OFFICER

President  
 TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders 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)

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

(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)

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

(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)

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

(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.

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	14.0
General Service, GS .....	12.0
Meter Test Deposit.....	15.0
Miscellaneous Service Charges.....	16.0
Residential Service, RS .....	13.0

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 34.20
3/4"	\$ 51.30
1"	\$ 85.50
1 1/2"	\$ 171.00
2"	\$ 273.60
3"	\$ 513.00
4"	\$ 855.00
6"	\$ 1,710.00
Charge per 1,000 gallons	\$ 6.03

- 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 - December \_\_, 2019

TYPE OF FILING - Original Certificate

MARTIN L. DZURO  
ISSUING OFFICER

MANAGER  
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

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

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

BILLING PERIOD – Quarterly

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 34.20
3/4"	\$ 51.30
1"	\$ 85.50
1 1/2"	\$ 171.00
2"	\$ 273.60
3"	\$ 513.00
4"	\$ 855.00
6"	\$ 1,710.00
Charge per 1,000 gallons:	\$6.03

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 – December \_\_, 2019

TYPE OF FILING – Original Certificate

MARTIN L. DZURO  
ISSUING OFFICER

MANAGER  
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:

Residential Service

\$157.00

General Service

Two times average 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 – December \_\_\_\_, 2019

TYPE OF FILING – Original Certificate

MARTIN L. DZURO  
ISSUING OFFICER

MANAGER  
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.

Bonnie Douglas  
ISSUING OFFICER

President  
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 would be levied when a customer’s billing account is not paid timely and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$30.00	N/A
Normal Reconnection Charge	\$30.00	N/A
Violation Reconnection Charge	Actual Cost	Actual Cost
Premises Visit Charge (in lieu of disconnection)	\$30.00	N/A
Late Payment Charge		\$7.50
Bad Check Charge	Pursuant to Section 68.065(2), Florida Statutes	

EFFECTIVE DATE – December \_\_\_\_, 2019

TYPE OF FILING – Original Certificate

Bonnie Douglas  
 ISSUING OFFICER

President  
 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

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

SERVICE AVAILABILITY POLICY

Service Company will install all infrastructure and Developer/Customer shall pay such Service Availability Charges as set forth herein.

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

SERVICE AVAILABILITY CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Main Extension Charge</u>	
Residential per ERC.....	\$ .00
All other per gallon.....	\$
<u>Plant Capacity Charge</u>	
Residential per ERC.....	\$ .00
All other per gallon.....	\$
<u>Meter Installation Charge</u>	
5/8" x 3/4".....	\$ 353.00
Other sizes	Actual Cost

EFFECTIVE DATE – December \_\_, 2019

TYPE OF FILING – Original Certificate

Bonnie Douglas  
ISSUING OFFICER

President  
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

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE

APPLICATION FOR WATER & WASTEWATER SERVICE

RIVER GROVE UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

Bonnie Douglas  
ISSUING OFFICER

President  
TITLE



WASTEWATER TARIFF

RIVER GROVE UTILITIES, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

RIVER GROVE UTILITIES, INC.  
NAME OF COMPANY

8440 South U.S. Highway 1

Micco, Florida 32976  
(ADDRESS OF COMPANY)

(772) 644-4560 – Business  
( ) - Emergency  
(Business & Emergency Telephone Number)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

WASTEWATER TARIFF

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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

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER –

COUNTY – Brevard

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

PSC-2019-\_\_\_\_-PAA-WS

Date Issued

Docket Number

2019\_\_\_\_-WS

Filing Type

Original Certificate

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

DESCRIPTION OF TERRITORY SERVED

A PORTION OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 786.51 FEET OF GOVERNMENT LOTS 2 AND 5, IN SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, SAID POINT ALSO LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8672.41 FEET; THENCE SOUTHEASTERLY ALONG SAID ARC AND ALONG SAID WESTERLY RIGHT OF WAY LINE, AN ARC DISTANCE OF 243.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23 DEGREES 51 MINUTES 29 SECONDS EAST, 243.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24 DEGREES 39 MINUTES 48 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 186.37 FEET TO THE SOUTH LINE OF THE NORTH 293.76 FEET OF THE SOUTH 448.49 FEET OF GOVERNMENT LOTS 2 AND 5, SECTION 14, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 33 MINUTES 24 SECONDS WEST, DEPARTING FROM SAID WESTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 1562.71 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD; THENCE SOUTH 02 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 155.05 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, DEPARTING FROM WESTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 685.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 2640.00 FEET TO A POINT LYING ON THE SOUTH LINE OF THE AFOREMENTIONED SECTION 14; THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 1320.01 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF SECTION 14, A DISTANCE OF 3974.89 FEET; THENCE SOUTH 89°32'41" EAST, DEPARTING FROM SAID WEST LINE OF SECTION 14, A DISTANCE OF 659.98 FEET; THENCE SOUTH 00°13'15 WEST, A DISTANCE OF 649.93 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 52 SECONDS EAST, A DISTANCE OF 659.54 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 482.51 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS WEST. A DISTANCE OF 301.95 FEET; THENCE NORTH 09 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00; DEGREES 17 MINUTES 14 SECONDS WEST, A DISTANCE

WASTEWATER TARIFF

OF 115.09 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 49 SECONDS EAST, A DISTANCE OF 586.35 FEET TO A POINT LYING ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, SAID POINT ALSO ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5679.65 FEET; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 681.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 04 MINUTES 54 SECONDS EAST, 681.25 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST, DEPARTING FROM SAID WEST RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 1401.39 FEET TO THE POINT OF BEGINNING.

RIVER GROVE UTILITIES, INC.  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 4.0

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule Available</u>	<u>Sheet No.</u>
Brevard	River Grove Mobile Home Park	GS, RS	12.0, 13.0

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for 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 River Grove Utilities, Inc.
- 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 ΔRATE@ - 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, ΔService@ 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.

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE



INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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BONNIE DOUGLAS.  
 ISSUING OFFICER

President  
 TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders 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.

(Continued on Sheet No. 8.0)

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous 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.

9.0 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.)

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 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.

(Continued on Sheet No. 9.0)

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY – The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 15.0 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.

- 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 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.
- 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)

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

(Continued from Sheet No. 9.0)

- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

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

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

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

BILLING PERIOD - Quarterly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 56.07
3/4"	\$ 84.11
1"	\$ 140.18
1 1/2"	\$ 280.35
2"	\$ 448.56
3"	\$ 841.05
4"	\$ 1,401.75
6"	\$ 3,504.38
Charge per 1,000 gallons	\$ 2.57

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 - December \_\_, 2019

TYPE OF FILING - Original Certificate

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 56.07
3/4"	\$ 84.11
1"	\$ 140.18
1 1/2"	\$ 280.35
2"	\$ 448.56
3"	\$ 841.05
4"	\$ 1,401.75
6"	\$ 3,504.38
Charge per 1,000 gallons 10,000 gallon maximum	\$ 2.57

- MINIMUM CHARGE - Base Facility
- 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 - December \_\_, 2019

TYPE OF FILING - Original Certificate

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE



CUSTOMER DEPOSITS

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

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

<u>Residential Service</u>	<u>General Service</u>
\$150.00	Two times average 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 - December \_\_, 2019

TYPE OF FILING - Original Certificate

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
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 would be levied when a customer's billing account is not paid timely and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$30.00	N/A
Normal Reconnection Charge	\$30.00	N/A
Violation Reconnection Charge	\$Actual Cost	Actual Cost
Premises Visit Charge (in lieu of disconnection)	\$30.00	N/A
Late Payment Charge		\$7.50
Bad Check Charge		Pursuant to Section 68.065(2), Florida Statutes

EFFECTIVE DATE - December \_\_, 2019

TYPE OF FILING - Original Certificate

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
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

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

SERVICE AVAILABILITY POLICY

Service Company will install all infrastructure and Developer/Customer shall pay such Service Availability Charges as set forth herein.

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

SERVICE AVAILABILITY CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Main Extension Charge</u>	
Residential per ERC	\$ .00
All others per gallon	\$
<u>Plant Capacity Charge</u>	
Residential per ERC.....	\$ 00
All other per gallon.....	\$ .00

EFFECTIVE DATE - December \_\_\_\_, 2019

TYPE OF FILING - Original Certificate

BONNIE DOUGLAS.  
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President  
TITLE

INDEX OF STANDARD FORMS

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APPLICATION FOR WASTEWATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	21.0

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

APPLICATION FOR WASTEWATER SERVICE

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE

COPY OF CUSTOMER'S BILL

BONNIE DOUGLAS.  
ISSUING OFFICER

President  
TITLE



## Exhibit 17 – 23 Accounting and Rate Information

**River Grove Utilities, Inc.**  
**Application for Original Certificate**  
**Accounting Information**

**Docket No.**

**June 2019**

**River Grove Utilities, Inc.**  
**Initial Rates and Charges**  
**Docket No.**

**Index**

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20	Cost of Capital	8
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<b><u>Supporting Schedules</u></b>		
21 Support	Projected Net Operating Income	16

River Grove Utilities, Inc.  
Initial Rates and Charges

Line No	Description	2019 100%	Referenced Schedule No.
1	<b>Water Rate Base</b>		
2			
3	Utility Plant in Service	\$ 1,141,146	1 A
4	Accumulated Depreciation	(37,492)	1 A Support
5	Contributions in Aid of Construction	(837,564)	1 A Support
6	Accumulated Amortization of CIAC	11,633	1 A Support
7	Working Capital Allowance (1/8 O&M)	15,124	
8	Water Rate Base	<u>\$ 292,848</u>	
9			
10			
11			
12	<b>Wastewater Rate Base</b>		
13			
14	Utility Plant in Service	\$ 41,676	1 B
15	Accumulated Depreciation	(17,873)	1 B Support
16	Contributions in Aid of Construction		1 B Support
17	Accumulated Amortization of CIAC		1 B Support
18	Working Capital Allowance (1/8 O&M)	18,189	
19	Wastewater Rate Base	<u>\$ 41,992</u>	
	Working Capital Allowance		
	Water O & M	120,994	\$ 15,124
	Wastewater O & M	145,513	\$ 18,189

**River Grove Utilities, Inc.**  
**Initial Rates and Charges**  
**Pro Forma Water Utility Plant**  
**Projected 2019**

Line No.	NARUC Acct.	Description	Water	Accumulated Depreciation
1	301	Organization	\$ 39,516	\$ 494
2	302	Franchises		
3	303	Land and Land Rights	2,250	
4	304	Structures and Improvements		
5	305	Collecting and Impounding Reservoirs		
6	306	Lake, River and Other Intakes		
7	307	Wells and Springs		
8	309	Supply Mains		
9	310	Power Generation Equipment	4,000	4,000
10	311	Pumping Equipment		
11	320	Water Treatment Equipment	8,100	8,100
12	330	Distribution Reservoirs and Standpipes		
13	331	Transmission and Distribution Plant	1,045,096	14,515
14	333	Services		
15	334	Meters and Meter Installation	30,000	882
16	335	Hydrants		
17	339	Other Plant and Miscellaneous Equipment		
18	340	Office Furniture and Equipment	2,684	
19	341	Transportation Equipment		
20	343	Tools, Shop and Garage Equipment	9,500	9,500
21	345	Power Operated Equipment		
22	346	Communication Equipment		
23	348	Other Tangible Plant		
24			<u>\$ 1,141,146</u>	<u>\$ 37,492</u>
25				
26		Line Capacity	172 ERCs	

River Grove Utilities, Inc.  
Initial Rates and Charges  
Pro Forma Wastewater Utility Plant  
Projected 2019

Line No.	NARUC Acct.	Description	Wastewater	Accumulated Depreciation
1	351	Organization	\$ 21,826	\$ 273
2	352	Franchises		
3	353	Land and Land Rights	2,250	
4	354	Structures and Improvements		
5	360	Collecting Wastewater - Force		
6	361	Collecting Wastewater - Gravity		
7	362	Special Collecting Structures		
8	363	Services to Customers		
9	364	Flow Measuring Devices		
10	365	Flow Measuring Installations		
11	370	Receiving Wells		
12	371	Pumping Equipment		
13	380	Treatment and Disposal Equipment	8,100	\$ 8,100
14	381	Plant Sewers		
15	382	Outfall Wastewater Lines		
16	389	Other Plant and Miscellaneous Equipment		
17	390	Office Furniture and Equipment		
18	391	Transportation Equipment		
19	393	Tools, Shop and Garage Equipment	9,500	\$ 9,500
20	395	Power Operated Equipment		
21	398	Other Tangible Plant		
22			<u>\$ 41,676</u>	<u>\$ 17,873</u>
23				
24		Line Capacity	172 ERCs	

River Grove Utilities, Inc  
Schedule of Plant, CIAC, Depreciation and Amortization

Exhibit 18

	Date In Service	Cost	Regulatory		Year 1	Accumulated Depreciation
			Asset Life	Depr Expense		
<b>WATER</b>						
<b>UTILITY PLANT IN SERVICE</b>						
<b>303 LAND</b>						
Survey	3/2019	2,250				
<b>301 ORGANIZATION</b>						
Accounting		837.50				
MyMarket Place Vendor Registration		363.48				
Milian Swain & Associates, Inc.		12,500.00				
Friedman & Friedman		5,000.00				
Engineering(Tocoi)		19,940.00				
Filing Fee		750.00				
Licenses/Permits		125.00				
TOTAL ORGANIZATION		39,515.98	40	987.90	493.95	493.95
<b>T &amp; D PLANT (Accounts 304 through 339)</b>						
<b>Part 1 Section A</b>						
1,700 LF of 10 Inch PVC watermain; 400 LF of 12 inch HDPE water main; valves, fittings, fire hydrants, backflow prevention; master meter, appurtenances	3/2019	368,279.00				
Change Order 2 Price Increase		15,995.46				
<b>Part 1 Section B</b>						
1,000 LF of 10 inch PVC watermain; 250 LF of 12 inch HDPE watermain; valves, fittings, fire hydrants, appurtenances	3/2019	267,567.00				
Change Order 2 Price Increase		2,872.99				
<b>Part 2</b>						
Potable water service piping, valves, meters and meter boxes at approx 172 lots	3/2019	310,181.00				
Engineering (Tocoi)	11/30/2018	41,062.94				
Engineering (Tocoi)	3/2019	35,937.06				
R/W Permit	3/2019	3,201.00				
Total T & D Plant		1,045,096.46	36	29,030.46	14,515.23	14,515.23
<b>334</b>						
Meters & Meter Installation : ange Order 2 Price Increase		29,999.52	17	1,764.68	882.34	882.34
<b>Water Treatment Plant (accounts 304 through 339) - Note 1</b>						
320 Water Plant		8,100.00				8,100.00
310 Generator	2008	2,000.00				2,000.00
310 Generator	2009	2,000.00				2,000.00
Total Water Treatment Plant		12,100.00				12,100.00
<b>Note 1: There are no plans to decommission the water treatment plant. It will be taken off-line and remain out of service. If there is demand for water service in the vacant property or from neighbors, then the Utility may upgrade the plant at some time in the future to serve these areas.</b>						
<b>General Plant (accounts 304, and 340 through 348)</b>						
347 Lawn Mower		9,500.00	15			9,500.00
340 Panasonic Toughbook Laptop (Change Order 2)		2,684.00	6	447.33	223.67	
TOTAL UPIS - WATER		1,141,145.95		32,230.37	15,621.24	37,491.52
<b>CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)</b>						
<b>T &amp; D PLANT (Accounts 304 through 339)</b>						
SRF PRINCIPAL FORGIVENESS	3/2019	\$ (776,848)				
METERS & METER INSTALLATION**	3/2019	(60,716)				
				<b>16,115.19</b>		

River Grove Utilities, Inc  
 Schedule of Plant, CIAC, Depreciation and Amortization

Exhibit 18

	Date In Service	Cost	Regulatory		Year 1	Accumulated Depreciation
			Asset Life	Depr Expense		
<b>TOTAL CIAC</b>		\$ (837,564)	36	(23,266.00)	(11,633.00)	(11,633.00)
**Same as projected by Brevard County Utility Services Barefoot Bay System						
<b>WASTEWATER</b>				38,220.16		
<b>UTILITY PLANT IN SERVICE</b>						
<b>353 LAND</b>						
Survey	3/2019	2,250.00				
<b>351 ORGANIZATION</b>						
Accounting		837.50				
MyMarket Place Vendor Registration		363.48				
Milian Swain & Associates, Inc.		12,500.00				
Friedman & Friedman		5,000.00				
Filing Fee		750.00				
Licenses/Permits		125.00				
<b>TOTAL ORGANIZATION</b>		21,825.98	40	545.65	272.83	272.83
<b>Sewer Treatment &amp; Disposal Plant (accounts 354 through 389)</b>						
380 Sewer Plant		8,100.00	18			8,100.00
<b>General Plant (accounts 354, and 390 through 398)</b>						
397 Lawn Mower		9,500.00	15			9,500.00
<b>TOTAL UPIS - WASTEWATER</b>		<b>41,675.98</b>		<b>545.65</b>	<b>272.83</b>	<b>17,872.83</b>
					<b>272.83</b>	



River Grove Utilities, Inc.  
Initial Rates and Charges  
Water System  
Projected 2019

Line No.	NARUC Acct. No.	Description	Water
1	601	Salaries and Wages - Employees	
2	603	Salaries and Wages - Other	
3	604	Employees Pensions and Benefits	
4	610	Purchased Water (1)	67,750
5	615	Purchased Power	
6	616	Fuel for Power Production	
7	618	Chemicals	
8	620	Materials and Supplies	
9	630	Contract Services (2)	42,619
10	640	Rents	
11	650	Transportation Expense	4,634
12	655	Insurance Expense	3,695
13	665	Regulatory Commission Expense	
14	670	Bad Debt Expense	
15	675	Miscellaneous Expense	2,296
16	403	Depreciation - Net of CIAC Amortization	7,976
17	407	Amortization Expense - Org Cost	988
18	408	Taxes Other Than Income (3)	22,769
19		Total Expenses	<u>152,727</u>
20	Notes:		
21	(1) Purchased Water Costs		
22		8" meter base charge Monthly	\$ 1,376
23		Annual Base Charge	\$ 16,511
24		Consumption (gpd)	41,410
25		Consumption Charge per 1,000 gal	\$ 3.39
26		Daily consumption Charge	\$ 140.38
27		Annual Consumption Charge	\$ 51,238.66
28		Total Purchased Water Costs	<u>\$ 67,750.00</u>
29	(2) Contract services		
30		Administrative	10,869
31		Customer Billing & Collection	30,800
32		Meter Reading Software Maintenance	950
33		Total	<u>42,619</u>
34	(3) Taxes other than Income		
35		Property Taxes (net tangible plant X millage)	\$ 15,485
36		Regulatory Assessment Fees	7,284
		Total	<u>22,769</u>

River Grove Utilities, Inc.  
Initial Rates and Charges  
Wastewater System  
Projected 2019

Line No.	NARUC Acct. No.	Description	Wastewater
1	701	Salaries and Wages - Employees	\$ 68,533
2	703	Salaries and Wages - Other	
3	704	Employees Pensions and Benefits	
4	710	Purchased Wastewater Treatment	
5	711	Sludge Removal Expense	
6	715	Purchased Power	17,954
7	716	Fuel for Power Production	
8	718	Chemicals	367
9	720	Materials and Supplies	4,316
10	730	Contract Services <sup>(1)</sup>	43,718
11	740	Rents	
12	750	Transportation Expense	4,634
13	755	Insurance Expense	3,695
14	765	Regulatory Commission Expense	
15	770	Bad Debt Expense	
16	775	Miscellaneous Expense	2,296
17	403	Depreciation - Net of CIAC Amortization	
18	407	Amortization Expense - Org Cost	546
19	408	Taxes Other Than Income <sup>(2)</sup>	7,294
20		Total Expenses	<u>\$ 153,352</u>
21	Notes:		
22	(1) Contract services		
23		Lab Fees	2,049
24		Administrative	10,869
25		Customer Billing & Collection	30,800
26		Engineering	-
27		Total	<u>\$ 43,718</u>
28	(2) Taxes other than Income		
29		Property Taxes (net tangible plant X millage)	\$ 334
30		Regulatory Assessment Fees	6,960
31		Total	<u>\$ 7,294</u>

**River Grove Utilities, Inc  
Capital Structure**

Line No.	Class of Capital	(1) Capital Per Schedule 2	(2) Unreconciled Adjustment	(2) Reconciled to Rate Base (Schedule 1) 2019	(3) Ratio	(4) Cost Rate	(5) Weighted Cost	
1	Long Term Debt	\$ 229,209		\$ 229,209	68.453%	0.72%	0.49%	
2	Short Term Debt							
3	Preferred Stock							
4	Common Equity	54,964	(2,100)	52,882	15.793%	10.93%	1.73%	
5	Customer Deposits	52,749		52,749	15.753%	2.00%	0.32%	
6	Tax Credits - Zero Cost							
7	Tax Credits - Weighted Cost							
8	Accumulated Deferred Income Tax							
9	Other (Explain)							
10		<u>                    </u>		<u>                    </u>	<u>                    </u>		<u>                    </u>	
11	Total	<u>\$ 336,922</u>		<u>\$ 334,840</u>	<u>100.00%</u>		<u>2.53%</u>	
12								
13	Note: The cost of equity is based on the leverage formula in effect pursuant to Order No. PSC-2018-0327-PAA-WS							

River Grove Utilities, Inc.  
Initial Rates and Charges  
Proof of Revenue

Line No		Rates for Revenue	Total ERCs	Total Gallons	Revenue Required Annual Revenue
1	<b>Revenue Proof For Water</b>				
2	<b>Requested Rates - Residential - Monthly</b>				
3	Base Facility Charge	\$ 34.20	2,064		\$ 70,580.96
4	Gallonage Charge				
5	Charge per 1,000 gallons	\$ 6.03		15,130	\$ 91,277.66
6					
7	<b>Total Residential Revenues</b>				<u>\$ 161,858.61</u>
8	<b>Average Residential Bill</b>				<u>\$ 78.42</u>
9					
10	Revenues from Miscellaneous Charges	\$ 30.00			\$ -
11					
12	<b>Total Water Revenue</b>				<u>\$ 161,858.61</u>
13					
14					
15	<b>Revenue Proof For Wastewater</b>				
16	<b>Requested Rates - Residential - Monthly</b>				
17	Base Facility Charge	\$ 56.07	2,064		\$ 115,728.48
18	Gallonage Charge (10,000 gallons cap)	\$ 2.57		15,130	\$ 38,884.05
19	<b>Total Residential Revenues</b>				<u>\$ 154,612.53</u>
20	<b>Average Residential Bill</b>				<u>\$ 74.91</u>
21					
22					
23	Revenues from Miscellaneous Charges	\$ 30.00			\$ -
24					
25	<b>Total Wastewater Revenue</b>				<u>\$ 154,612.53</u>

**River Grove Utilities, Inc.**  
**Initial Rates and Charges**  
**Water System**  
**Projected 2019**

Line No.	NARUC Acct. No.	Description	Total Revenue Requirement	Allocation Percentage		Allocation Amount	
				Base Facility Charge	Gallage Charge	Base Facility Charge	Gallage Charge
1	601	Salaries and Wages - Employees	-	75%	25%	-	-
2	603	Salaries and Wages - Other	-				
3	604	Employees Pensions and Benefits	-				
4	610	Purchased Water	67,750		100%	-	67,750
5	615	Purchased Power	-	75%	25%	-	-
6	616	Fuel for Power Production	-				
7	618	Chemicals	-		100%	-	-
8	620	Materials and Supplies	-	75%	25%	-	-
9	630	Contract Services	42,619	75%	25%	31,964	10,655
10	640	Rents	-				
11	650	Transportation Expense	4,634	75%	25%	3,476	1,159
12	655	Insurance Expense	3,695	75%	25%	2,771	924
13	665	Regulatory Commission Expense	-				
14	670	Bad Debt Expense	-				
15	675	Miscellaneous Expense	2,296	75%	25%	1,722	574
16		<b>Total Operations &amp; Maintenance Expenses</b>	<b>\$ 120,994</b>			<b>\$ 39,933</b>	<b>\$ 81,061</b>
17							
18	403	<b>Depreciation - Net of CIAC Amortization</b>	7,976	75%	25%	5,982	1,994
19							
20	407	<b>Amortization Expense - Org Cost</b>	988	75%	25%	741	247
21							
22	408	<b>Taxes Other Than Income</b>	22,769	75%	25%	17,077	5,692
23							
24		<b>Income Taxes</b>	1,715	75%	25%	1,286	429
25							
26		<b>Net Operating Income</b>	<b>7,416</b>	75%	25%	<b>5,562</b>	<b>1,854</b>
27							
28		<b>Less: Revenues from Miscellaneous Charges</b>		100%		-	-
29							
30		<b>Total Revenue Requirement from Rates</b>	<b>\$ 161,858</b>			<b>\$ 70,581</b>	<b>\$ 91,277</b>
31							
32		Factored Bills (Monthly factored bills X 12)				2,064	
33		Annual Billable Gallons					15,130
34							
35		<b>Base Facility Charge</b>				<b>\$ 34.20</b>	
36							
37		<b>Gallage Charge per 1,000 gals</b>					<b>\$ 6.03</b>
38							
39		<b>Monthly factored bills</b>		<b>100%</b>			
40				Bills	Factored		
41		5/8" (Res)	1	172	172		
42		5/8" (Comm)	1	0	0		
43		3/4"	1.5	0	0		
44		1"	2.5	0	0		
45		1-1/2" Turbine	5	0	0		
46		2" Turbine	8	0	0		
47		3" Turbine	17.5	0	0		
48							
49				172	172		
50							
51		<b>Annual billable gallons</b>					
52		Average	241	gpd			
53		Total	15,130	gpd			
54			<u>15,130</u>				

**River Grove Utilities, Inc.**  
**Initial Rates and Charges**  
**Wastewater System**  
**Projected 2019**

Line No.	NARUC Acct. No.	Description	Total Revenue Requirement	Allocation Percentage		Allocation Amount	
				Base Facility Charge	Gallonge Charge	Base Facility Charge	Gallonge Charge
1		<b>Operations &amp; Maintenance Expenses</b>					
2	701	Salaries and Wages - Employees	68,533	75%	25%	51,400	17,133
3	703	Salaries and Wages - Other	-				
4	704	Employees Pensions and Benefits	-				
5	710	Purchased Wastewater Treatment	-				
6	711	Sludge Removal Expense	-				
7	715	Purchased Power	17,954	75%	25%	13,466	4,489
8	716	Fuel for Power Production	-				
9	718	Chemicals	367		100%	-	367
10	720	Materials and Supplies	4,316	75%	25%	3,237	1,079
11	730	Contract Services	43,718	75%	25%	32,789	10,930
12	740	Rents	-				
13	750	Transportation Expense	4,634	75%	25%	3,476	1,159
14	755	Insurance Expense	3,695	75%	25%	2,771	924
15	765	Regulatory Commission Expense	-				
16	770	Bad Debt Expense	-				
17	775	Miscellaneous Expense	2,296	75%	25%	1,722	574
18		<b>Total Operations &amp; Maintenance Expenses</b>	<u>\$ 145,513</u>			<u>\$ 108,860</u>	<u>\$ 36,654</u>
19							
20	403	<b>Depreciation - Net of CIAC Amortization</b>	-	75%	25%	-	-
21							
22	407	<b>Amortization Expense - Org Cost</b>	546	75%	25%	409	136
23							
24	408	<b>Taxes Other Than Income</b>	7,294	75%	25%	5,470	1,823
25							
26		<b>Income Taxes</b>	246	75%	25%	184	61
27							
28		<b>Net Operating Income</b>	<u>1,063</u>	75%	25%	798	266
29							
30		<b>Less: Revenues from Miscellaneous Charges</b>		100%		-	-
31							
32		<b>Total Revenue Requirement from Rates</b>	<u>\$ 154,662</u>			<u>\$ 115,721</u>	<u>\$ 38,941</u>
33							
34		Factored Bills (Monthly factored bills X 12)				2,064	
35		Annual Gallons					15,130
36							
37		<b>Base Facility Charge</b>				<u>\$ 56.07</u>	
38							
39		<b>Gallonge Charge (per 1,000) - Residential</b>					<u>\$ 2.57</u>
40							
41							
42		<b>Monthly factored bills</b>		<b>100%</b>			
43				Bills	Factored		
44		5/8" (Res)	1	172	172		
45		5/8" (Comm)	1				
46		3/4"	1.5				
47		1"	2.5				
48		1-1/2" Turbine	5				
49		2" Turbine	8				
50		3" Turbine	17.5				
51							
52				<u>172</u>	<u>172</u>		
53							
54		<b>Annual billable gallons</b>	<b>Annual</b>	<b>Adjusted</b>			
55		Residential Gallons	15,130	15,130			
56		General Service Gallons					
57			<u>15,130</u>	<u>15,130</u>			

River Grove Utilities, Inc.  
Initial Rates and Charges  
Service Availability Charge Analysis for Water  
Projected 2019

Line No.	NARUC Acct. No.	Description	Water
1		Not applicable	

River Grove Utilities, Inc.  
Initial Rates and Charges  
Service Availability Charge Analysis for Wastewater  
Projected 2019

Line No.	NARUC Acct. No.	Description	Wastewater
1		Not applicable	



**River Grove Utilities, Inc.**  
**Initial Rates and Charges**  
**Cost Justification for Service and Meter Installation Fees**

<b>Line No.</b>	<b>Description</b>	<b><u>5/8 x 3/4"</u></b>	<b><u>Other Sizes</u></b>
1	Meter	\$ 170	Actual
2			Cost
3	Meter Box	33	
4			
5	Labor to install (flat fee)	150	
6			
7		<u>\$ 353</u>	

**River Grove Utilities, Inc.**  
**Initial Rates and Charges**  
**Cost Justification for Miscellaneous Service Charges**

Line No.	Description	Charge During Regular Business Hours	Charge After Regular Business Hours	
1	Initial Connection (1)	\$30.00	N/A	
2				
3	Normal Reconnection (1)	\$30.00		
4				
5	Violation Reconnection	Actual Cost	Actual Cost	Rule 25-30.460(1)(c), F.A.C
6				
7	Premise Visit (1)	\$30.00		
8				
9	Late Fee (2)	\$7.50		
10				
11	Bad Check Charge	Pursuant to 68.065 (2), Florida Statutes		
12				
13	Customer Deposit (3)			
14	Customer Deposit Water	\$156.84		
15	Customer Deposit Wastewater	\$149.82		
16				
17	Notes:			
18	(1) Cost Justification			
19	Labor (\$20 * 1.33) = \$26.60			
20	Vehicle (6 miles x \$.58 per mile) = \$3.48			
21	Total = \$30.08, rounded to \$30.00	\$30.00		
22				
23	(2) Cost Justification			
24	Clerical Labor (\$20 * .25) = \$5.00			
25	Supervisor Labor (\$25 * .08) = \$2.00			
26	Printing Supplies (\$.10)			
27	Postage (\$.50)			
28	Total = \$7.60, round to \$7.50	\$7.50		
29				
30				
31	(3) Customer Deposit		2 months Avg Billing	
32	Water Avg. Monthly Billing	\$ 78.42	\$156.84	
33	Wastewater Avg. Monthly Billing	\$ 74.91	\$149.82	

**River Grove Utilities, Inc.**  
**Initial Rates and Charges**  
**Projected Net Operating Income**  
**Projected 2019**

Line No.		Projected Costs	Additional Revenues and RAFs	Required Revenues
1	<b>Water</b>			
2	Operating Revenue		\$ 161,858	\$ 161,858
3				
4	Operating Expenses			
5	Operation & Maintenance Expenses	\$ 120,994		\$ 120,994
6	Depreciation net of CIAC Amortization	7,976		7,976
7	Amortization	988		988
8	Taxes Other Than Income	15,485	7,284	22,769
9	Income Taxes		1,715	1,715
10	Total Operating Expenses	\$ 145,444	\$ 8,998	\$ 154,442
11				
12	Net Operating Income (Loss)	\$ (145,444)	\$ 152,860	\$ 7,416
13				
14	Rate Base	\$ 292,848		\$ 292,848
15				
16	Rate of Return			2.53%
17	Debt Service Coverage			1.33
18				
19	<b>Wastewater</b>			
20	Operating Revenue		\$ 154,662	\$ 154,662
21				
22	Operating Expenses			
23	Operation & Maintenance Expenses	\$ 145,513		\$ 145,513
24	Depreciation net of CIAC Amortization	-		-
25	Amortization	546		546
26	Taxes Other Than Income	334	6,960	7,294
27	Income Taxes		246	246
28	Total Operating Expenses	\$ 146,393	\$ 7,206	\$ 153,598
29				
30	Net Operating Income (Loss)	\$ (146,393)	\$ 147,456	\$ 1,063
31				
32	Rate Base	\$ 41,992		\$ 41,992
33				
34	Rate of Return			2.53%

## Exhibit 24 – Proof of Noticing

Proof of noticing pursuant to Rule 25-30.030, F.A.C. will be late-filed.