

(772) 664-4560 () N/A-
Phone Number Fax Number

82-1707224
Federal Employer Identification Number

rivergrovesales@comcast.net
E-Mail Address

N/A
Website Address

674-W 575-S
Water Certificate No. Wastewater Certificate No.

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

Richard Bass
Name

8440 South U.S. Highway 1
Mailing Address

Micco FL 32976
City State Zip Code

(772) 539-1954 () -
Phone Number Fax Number

rbass5992@gmail.com
E-Mail Address

- C) Contact Information for Buyer. The buyer's name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

Cobblestone II RVG LLC, a Delaware limited liability company
Buyer's Name

17W220 22nd Street, Suite 220

Office Street Address

Oakbrook Terrace

Illinois

60181

City

State

Zip Code

N/A

Mailing Address (if different from Street Address)

N/A

N/A

N/A

City

State

Zip Code

(630) 995-9116

() N/A-

Phone Number

Fax Number

88-1343849

Federal Employer Identification Number

ehagen@cobblestoneassets.com

E-Mail Address

Cobblestone II RVG LLC, a Delaware limited liability company dba River Grove Utility

New Utility Name

D) The contact information of the buyer's 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

Florida

32801

City

State

Zip Code

(407) 310-2077

(407) 423-1831

Phone Number

Fax Number

mfriedman@deanmead.com

E-Mail Address

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) G22000038477
Registration Number

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

Cobblestone MHC Fund II LP, a Delaware limited partnership, 17W220 22nd Street, Suite 220, Oakbrook Terrace, Illinois 60181, 100%

- H) Provide the date and state of incorporation or organization of the buyer.
March 16, 2022, Delaware

PART II **TRANSFER OF CERTIFICATE**

A) DESCRIPTION OF SALE AGREEMENT

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

- 2) Exhibit _____ - Provide the following documentation of the terms of the transfer:
 - a) The date the closing occurred or will occur.
April 21, 2022

 - b) The purchase price and terms of payment.
\$19,000,000.00, which includes the mobile home community served by the utility paid at closing, loan of \$10,510,000 and remainder equity.

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

The Utility assumed no liabilities. Exhibit A-2 contains a list and dollar amounts of the purchased assets.

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

\$19,000,000, which includes the mobile home community served by the utility.

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

There are no customer deposits, guaranteed revenue contracts, developer agreements, customer advances or leases. All debt of the utility will be paid at closing by seller.

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

The buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters

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

The buyer has or will obtain the books and records of the seller, including all supporting documents for rate base additions since the last time rates were established for the utility.

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

The utility's books and records will be maintained using the NARUC USOA.

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

Pursuant to Rule 25-30.110(1)(b) the Utility requests that it be allowed to maintain its books at records at its Oakbrook Terrace, IL offices and will comply with Rule 25-30.110(1)(c)

B) FINANCIAL ABILITY

- 1) Exhibit B-1 - 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 N/A - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

\$10,510,000.00 of the purchase price was funded with a loan from Ladder Capital Finance LLC, bearing interest at a floating rate.

C) TECHNICAL ABILITY

- 1) Exhibit _____ - Provide the buyer's experience in the water or wastewater industry.
While the Applicant has no such experience, one of its related parties operates a wastewater system serving one of its other mobile home communities in Florida.
- 2) Exhibit C-2 - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES

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

2) Exhibit _____ - Provide a statement explaining why the transfer is in the public interest.

The utility system serves the mobile home community which is owned by the same entity thus incentivizing the continued operation of the utility system. Further it has put in place more professional staff to better deal with regulatory matters

3) Exhibit _____ - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

After reasonable investigation, the systems being acquired appear to be in satisfactory condition and compliance with applicable standards set by DEP.

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

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

6) Exhibit D-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.

- 7) Exhibit None - Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.
- 8) Exhibit None - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

E) PROPOSED TARIFF

Exhibit E-1 - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.037, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

F) ACCOUNTING INFORMATION

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

DN: 20190147-WS/Order No. PSC-2020-0059-PAA-WS

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

The buyer has or will obtain copies of all federal income tax returns of the seller from the date rate base was last established by the Commission.

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

The seller will be liable for all regulatory assessment fees on revenues collected through closing and the buyer will be responsible for the RAFs thereafter. Seller will file the 2021 Annual Report and buyer will file subsequent Annual Reports.

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

N/A

G) NOTICING REQUIREMENTS

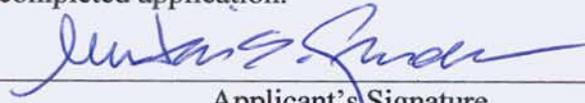
Exhibit - G - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III

SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY: _____



Applicant's Signature

Martin S. Friedman

Applicant's Name (Printed)

Attorney

Applicant's Title

Date

EXHIBIT A-1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), is made and entered into as of the date of the last signature on the signature page hereof (the "Effective Date"), by and among Cobblestone MHC Fund II Acquisition LLC, a Delaware limited liability company (the "Purchaser") and (i) RIVER GROVE MOBILE HOME VILLAGE I AND II, LTD., a Florida limited liability partnership; BONNIE E. DOUGLAS, INDIVIDUALLY AND AS TRUSTEE AND THE CURRENT ACTING TRUSTEES OF THE BONNIE E. DOUGLAS TRUST DATED OCTOBER 13, 1999; KATHLEEN DOUGLAS CLASEN; C. STEVEN DOUGLAS; CONNIE S. DOUGLAS; SANDRA J. DOUGLAS (collectively, "Community Seller"); and (ii) RIVER GROVE UTILITIES, INC., a Florida Corporation ("RGU" and collectively with Community Seller, the "Seller").

RECITALS:

A. Community Seller owns that certain manufactured home community comprising approximately 133 acres, and containing 173 licensed manufactured home sites known as "River Grove Mobile Home Village" and located at 8442 US 1, Micco, Florida 32976 (the "Community"). Such property is more particularly described on Exhibit "A" and hereinafter referred to as the "Real Estate."

B. RGU owns a water distribution system and wastewater treatment plant located on the Real Estate which provides water distribution and wastewater treatment services to residents at the Real Estate ("WTP").

C. The applicable Seller desires to sell, and Purchaser desires to purchase, the Real Estate and the WTP, in accordance with and subject to the terms and conditions hereinafter set forth.

CONSIDERATION AND AGREEMENT:

IN CONSIDERATION of the mutual covenants and agreements herein contained and of the benefits to be derived herefrom, receipt whereof is hereby severally acknowledged, Seller and Purchaser hereby agree as follows:

1. Offer. Purchaser hereby offers and agrees to purchase the WTP and the Real Estate, together with all improvements and appurtenances, all personalty used in connection therewith, including, without limitation, those items described in Exhibit "B-1," to be attached hereto by Seller and made a part hereof, and all recreational vehicles and/or manufactured homes located on the Subject Premises owned by Seller including all of the manufactured homes identified on Exhibit "B-2" to be attached hereto by Seller and made a part hereof, any installment sales contracts/mortgages owned by Seller or its affiliates with respect to manufactured homes located in the Subject Premises, if any, including all of those contracts/mortgages identified on Exhibit "B-3" to be attached hereto by Seller and made a part hereof, and any and all other assets used, necessary or related (directly or indirectly) to the use and operation of the WTP. Included in this sale are, to the extent presently located on the Real Estate and owned by Seller, all rubbish removal equipment, fire detection and/or extinguishing equipment, carports, trucks and other vehicles, landscaping equipment, office and other furniture and equipment, carpeting, drapes and other like items, all laundry equipment, machines, appliances and related furniture, and all licenses and permits, all tenant files and all written information pertaining to tenants and leases. Also included in this sale is all right, title and interest of Seller, if any, in any street, road or avenue, open or proposed, in front of or adjoining the Real Estate, or any part thereof, to the centerline thereof, together with all right, title and

interest of the Seller in or to the use of any easements or rights-of-way abutting or adjoining the Real Estate, all air, mineral, gas/oil and riparian rights, all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, all unexpired claims and warranties received by Seller in connection with the construction, improvement or personal property of or on the Real Estate, if any, Seller's rights under all assignable service contracts which Purchaser elects to assume in writing, and Seller's rights, if any, in all domain names, web pages, social media accounts, telephone numbers and Seller's rights, if any, in the name "River Grove Mobile Home Village". The foregoing is referred to herein as the "Subject Premises."

2. Acceptance. Seller hereby accepts the said offer of the Purchaser. Such offer and acceptance are subject to and in accordance with the terms and conditions hereinafter set forth.

3. Purchase Price. The Purchase Price for the Subject Premises and WTP shall be Nineteen Million and 00/100 (\$19,000,000.00) Dollars, payable as follows:

A. Deposit. Within three (3) business days after the Effective Date, Purchaser shall deposit in escrow with Fidelity National Title Insurance Company, Attn. Sam Sobering, 2400 Maitland Center Parkway, Suite 200, Maitland, FL 32751, 407-645-1070 Sam.sobering@fnf.com ("Escrow Agent"), an earnest money deposit in the amount of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars, which sum shall be held and applied against the Purchase Price at Closing if the transaction is consummated (the "Deposit"), or otherwise refunded to Purchaser or released to Seller pursuant to the terms of this Agreement. The Deposit may be held in an interest bearing escrow account and any interest on the Deposit shall be credited to Purchaser at Closing, and the term "Deposit" shall be deemed to include such interest. Notwithstanding anything in this Agreement to the contrary, One Hundred and No/100 Dollars (\$100.00) of the Deposit is delivered to the Escrow Agent for delivery by the Escrow Agent to Seller as "Independent Contract Consideration", and the Deposit is reduced by the amount of the Independent Contract Consideration so delivered to Seller, which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement. Notwithstanding the foregoing, Twenty Five Thousand and 00/100 Dollars (\$25,000.00) of the Deposit (the \$25,000.00 is referred to herein as the "Non-Refundable Deposit") shall be non-refundable to the Purchaser, except in the event of (i) a termination of this Agreement pursuant to Section 4.C due to an uncured title or survey objection, (ii) termination of this Agreement pursuant to Section 11 or Section 12 of this Agreement due to a casualty or condemnation, (iii) a termination of this Agreement pursuant to Section 7.B of this Agreement prior to the expiration of the Inspection Period solely due to the presence of a Recognized Environmental Condition ("REC") at the Property disclosed by a Phase I Environmental Report, which Seller is unable or unwilling to remedy on or before Closing, (iii) termination of this Agreement due to the failure of a condition precedent set forth in Section 7 of this Agreement (other than Section 7.B of this Agreement), or (iv) termination of this Agreement pursuant to Section 13 of this Agreement due to a Seller default.

B. Cash at Closing. The balance of the Purchase Price, plus or minus closing adjustments as set forth in this Agreement, as the case may be, less the Deposit, shall be paid in wire transfer funds to Seller at Closing, in exchange for a Special Warranty Deed and the other closing documents set forth in Section 8 hereof, conveying fee simple, marketable title to Purchaser, free and clear of any and all liens or encumbrances except as specifically set forth herein and subject only to those easements and restrictions of record as are accepted by Purchaser pursuant to Section 4 hereof. Any existing land contracts or other mortgages shall be discharged at Closing, with Seller being responsible for any prepayment penalties thereon.

C. Purchase Price Allocation. Prior to the expiration date of the Inspection Period, Purchaser may elect to provide to Seller the allocation of the Purchase Price among the Real Estate, building and improvements, personal property, leases and intangible personal property, all as reasonably designated

by Purchaser and Seller shall execute such reasonable documentation as Purchaser may request to evidence its agreement to such allocations.

4. Evidence of Title.

A. As evidence of title, Seller shall obtain and deliver to Purchaser within ten (10) days after the Effective Date a Commitment for an A.L.T.A. fee owner's policy of title insurance to be issued at Closing without standard exceptions, in the amount of the Purchase Price, which Commitment shall be issued by Zimmerman Kiser Sutcliffe, P.A., as agent for Fidelity National Title Insurance Company, whose address is Attn. D. Scott Baker, PO Box 3000, Orlando, FL 32802 ("Title Company"), the same to bear a date later than the date hereof, wherein said Title Company shall agree to insure the title in the condition required hereunder as marketable title with free and unrestricted access to a dedicated public road or highway (the "Commitment"). Purchaser shall have the right, at the time of Closing, to order a Policy of Title Insurance from Title Company pursuant to said Commitment for delivery to Purchaser as soon thereafter as possible. The cost of said Commitment, all title search and abstract fees and the cost of issuance of the Title Insurance Policy shall be paid for by Seller.

B. As soon as possible, after the execution date of the Agreement, Seller shall provide Purchaser with a copy of any current A.L.T.A. boundary survey of the Subject Premises that Seller may own (the "Current Survey"). Thereafter, Purchaser shall have the right to obtain an updated and/or new survey (the "Updated Survey"), at Purchaser's sole cost and expense.

C. If an objection to the title is made, based upon a written objection of Purchaser's attorney sent within ten (10) days following Purchaser's receipt of the last of the Commitment and legible copies of all items of record and the Updated Survey to be obtained as provided in Section 4.B above, but not later than expiration of the Inspection Period, that the title is not in the condition required for performance hereunder, Seller shall have fifteen (15) days from the date it is notified in writing of the particular defects claimed, either (1) to remedy the title; (2) to obtain title insurance as required above which must insure over the objection and be acceptable to Purchaser in Purchaser's reasonable discretion; or (3) to notify Purchaser that Seller is unable to remedy the title or obtain the title insurance after using best efforts; provided, that Purchaser may elect to waive such defects in writing and proceed with the transaction subject thereto and, provided further, that in the event that any such defect results from liens or encumbrances having liquidated amounts, Seller shall cause all such liens and encumbrances to be paid off and discharged on or prior to the Closing Date. Notwithstanding any term of this Agreement to the contrary, in no event shall the Policy of Title Insurance contain any exception for any rights of first refusal held by an association pursuant to F.S.A. § 723.001 et seq. If the Seller remedies the title to Purchaser's satisfaction within the time specified, the Purchaser agrees to complete the sale within fifteen (15) days of written notification thereof but no sooner than the Closing Date hereinafter specified. If the Seller is unable to remedy the title or obtain title insurance within the time specified, and Purchaser does not elect to waive such defects in writing, Purchaser shall have the right to terminate this Agreement upon sending written notice to Seller in which event the Deposit shall be refunded to Purchaser forthwith in full termination of this Agreement and neither party shall have any further obligations or liabilities hereunder except those that expressly survive the termination of this Agreement. Escrow Agent, as the agent for the Title Company, shall be in attendance at the Closing and be in a position to issue the Policy of Title Insurance upon the recording of the appropriate documents and ensure that Seller has complied with all requirements set forth under Florida Statutes 723.071(1), (2) and (3) to extinguish any right of purchase or rescission in favor of any tenants or homeowners association, if any, upon the execution and delivery of the statutory affidavit to be executed by Seller and to insure the Property free and clear of all exceptions to title other than the Permitted Exceptions.

D. If any update to the Commitment or the Updated Survey discloses a title encumbrance and/or defect that appears for the first time on an updated Commitment, or the Updated Survey, and was not created by or with the consent of Purchaser (“Additional Title Objection”), and is not acceptable to Purchaser, then within five (5) business days following receipt of such update, Purchaser may notify Seller in writing of Purchaser’s objection thereto. If any Additional Title Objection is not removed or resolved by Seller to Purchaser’s satisfaction at least three (3) days before the Closing Date, then on or before the Closing Date, Purchaser shall have the option, at Purchaser’s sole discretion and without limiting any other rights or remedies which Purchaser may have under this Agreement, to (A) terminate this Agreement by delivering written notice to Seller, in which event the Deposit shall be immediately refunded to Purchaser and neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein, or (B) waive such Additional Title Objections and proceed with the Closing, in which case each such waived Additional Title Objections shall be deemed a permitted exception. If Purchaser does not terminate this Agreement by reason of an Additional Title Objections, then such Additional Title Objections shall be deemed waived and approved by Purchaser and shall thereafter be deemed a permitted exception.

5. Possession. Possession shall be delivered at the time of Closing, subject to the rights of tenants in possession, as tenants only, as per the rent roll to be attached hereto by Seller as Exhibit “C” (to be updated and certified to by Seller from time to time and at Closing). At the time of Closing, original tenants’ leases shall be delivered to Purchaser and an assignment of said leases shall be executed in such form and content as is reasonably acceptable to Purchaser. Purchaser will assume no liabilities of Seller under any mobile home dealer or distributorship agreement, arrangement or otherwise, and Seller shall hold Purchaser harmless of and from any claims or liabilities arising after Closing and pertaining to any such dealership.

6. Representations and Warranties. Seller represents and warrants unto Purchaser, as of the date hereof, the date of Closing and to survive thereafter, notwithstanding any inspections or the delivery of any closing documents, as follows:

A. The rent roll to be attached hereto by Seller as Exhibit “C” is true, correct and genuine, and will show the names of all tenants and the space or pad number they occupy, whether they hold under a written lease or by month to month tenancy, their current monthly rent, the expiration date of their lease and the terms of any renewal option if not a month to month tenant, the amount of any security and/or other deposits held by Seller on account and the date and amount of any scheduled rental increase. There are no rental concessions or side agreements with any tenants. No tenants have paid rental more than thirty (30) days in advance. Seller has complied with all of its obligations under the leases of the Subject Premises, and there are no outstanding defaults by any tenant under any of the leases, except as disclosed on the rent rolls. There has been no “rent strike” or other tenant organized protest of rents or conditions in the Subject Premises. Seller is not obligated to pay any deferred leasing commissions or any commissions for renewals of existing leases by tenants now in possession, and there are no assessments, charges, paybacks or obligations for improvements affecting the Subject Premises.

B. Except as previously disclosed to the Purchaser with respect to the non-conforming use of the parcel used as an office (“Tract 2”), the Subject Premises is a duly licensed 173-site manufactured home community, with no violations of any building codes, zoning ordinances, building and use restrictions, licensing laws, health codes, ADA or similar handicappers’ rights laws, of any municipal or governmental authority whatsoever, and is duly zoned for a manufactured home community. On the Closing Date, Seller shall assign to Purchaser all current licenses and certificates of occupancy necessary to operate the Subject Premises, all in good standing, without special notations and Seller will correct any violations outstanding at Closing. In the event any state or local governmental authority requires inspections of the Subject Premises before transfer, including but not limited to environmental

investigations, then Seller shall arrange and pay for any such inspections. Seller shall use commercially reasonable efforts to cause Tract 2 to be re-zoned to TR-3 or other applicable zoning classification on or prior to the Closing Date so as to eliminate any non-conforming use in effect as of the Effective Date with regard to Tract 2 (the "Rezoning") and, in the event that the Rezoning is not completed on or prior to the Closing Date, Seller shall reasonably cooperate with Purchaser if necessary after Closing to effectuate same; provided, however, that the Rezoning shall not be a condition precedent to Closing and the outcome of the Rezoning shall not affect the Purchase Price to be paid by Purchaser to Seller under the terms of this Agreement.

C. Seller has paid on or before the date due all annual fees required pursuant to F.S.A. §723.007 to the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation ("Division").

D. Seller has filed a prospectus with the Division for the Community, and such prospectus has been approved by the Division in accordance with F.S.A. §723.011. The prospectus complies with the requirements of F.S.A. §723.012. Seller has delivered the approved prospectus to all tenants prior to entering into any rental agreement for a mobile home lot, or has otherwise complied with the written notification requirements of F.S.A. §723.013. The Subject Premises is not subject to any rent control ordinance except as set forth in the prospectus and Florida Statute Chapter 723.

E. Seller is in full compliance, and not in violation, of any provision of Chapter 723 of the Florida Statutes, being the Florida Mobile Home Act, F.S.A. §§ 723.001 et seq, or any HUD laws regarding manufactures and/or mobile home communities, and if there are any existing homeowners' associations at the Community, then, Seller shall disclose the same to Purchaser in writing and shall fully comply with FSA § 723.071(1)(a), by notifying the officers of the homeowners' association(s) of the price and the terms and conditions of sale of the Community, to the extent such homeowners' associations are entitled to receive such notice pursuant to FSA § 723.071(1)(a).

F. The Subject Premises is serviced by the WTP, which WTP, together with all electrical and other mechanical and utility systems is, to the best of Seller's knowledge, in good working order and is adequate in size and performance to properly serve the needs of the Subject Premises except as set forth on Exhibit 6(F) (the "WTP Repairs"). To the best of Seller's knowledge, RGU and the WTP are in full compliance with all applicable laws, rules and regulations and there are no violations that have been issued with respect to any such system. Seller has not received any notice from any third parties requiring that Seller convert all or any part of the WTP to public sewers. Seller shall cause the WTP Repairs to be completed on or prior to Closing at Seller's sole cost and expense.

G. There is one homeowners association associated with respect to the Community, New River Grove Homeowners Assoc., Inc. (the "Association"). The Association is not entitled to receive any notice of the price and the terms and conditions of the sale of the Community pursuant to FSA § 723.071(1)(a), and does not have a right of first refusal to acquire the Community. No person or entity, except Purchaser, has been granted any options, rights of first refusal or offer or other purchase rights with respect to the Subject Premises.

H. Each mobile home site and any club house or other community building or amenity is serviced for electricity by a publicly regulated utility company and is separately metered therefor and has all required certificates of occupancy required by the governing municipality.

I. From the date of this Agreement until the Closing Date, Seller shall operate, repair and maintain the Subject Premises in good order and repair and in the same manner as the same have heretofore been maintained and shall permit no wasting of the Subject Premises. Seller shall have the right

to enter into residential written leases or written rental arrangements (not to exceed twelve (12) months) but only at such current or higher rentals as are agreed to by Purchaser and only upon performance of acceptable results of credit and criminal background checks of the proposed lessees, and Seller shall not enter into any installment sale contracts/rent to own contracts with third parties without first obtaining Purchaser's prior written consent as to the terms thereof and the creditworthiness and qualification of such proposed third parties. Seller shall not receive more than one (1) month's prepaid rent and security deposit under such leases or rental agreements. Seller shall not reduce, forgive, postpone or anticipate any rents or allow any tenants to apply security deposits against rentals due.

J. Without Purchaser's written consent, Seller shall not transfer any of the Subject Premises, create any lien or encumbrance thereon, grant any easements or rights of way, or enter into any contract which is not cancelable on and as of the Closing Date.

K. Seller's financial information and books and records provided or to be provided to Purchaser, pursuant to Section 7.B hereof or otherwise, are or will be true, correct and genuine in all material respects and fairly reflect the financial condition of the Subject Premises.

L. Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code and regulations promulgated thereunder, which Seller shall so certify at Closing.

M. There are no lawsuits, condemnation proceedings or environmental investigations, pending or threatened, affecting the Subject Premises or Seller's ability to convey same.

N. To the best of Seller's knowledge, there is no hazardous material located in, upon, under or adjacent to the Subject Premises (including buildings thereon) or any ground or surface waters or water courses thereon or thereunder, and the Subject Premises does not contain, nor has it ever contained, any above-ground or underground storage tanks.

O. Exhibit "D" to be attached hereto by Seller contains a list and brief description of all service contracts and other agreements affecting the Subject Premises including, without limitation, cable agreements and laundry agreements. Copies of all such contracts shall be delivered to Purchaser promptly after execution hereof.

P. Seller is the lawful owner for each of the manufactured homes identified on Exhibit "B-2" attached hereto and has valid certificates of title thereto in the name of the Seller, except for that certain manufactured home identified with VIN Nos. T2475679A and T2475679B, 1979 Twin Trailer, which has not been titled in Seller's name as of the Effective Date, but which Seller shall cause to be titled in Seller's name on or prior to Closing and which shall be included in the conveyance to Purchaser at Closing.

Q. Neither Seller nor any person, group, entity or nation that Seller is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Seller is not engaging in the transaction contemplated hereby, directly or indirectly, on behalf of, or instigating or facilitating the same, directly or indirectly, on behalf of, any such person, group, entity or nation.

R. Seller represents that neither Seller nor any person or entity holding any legal or beneficial interest whatsoever in it (whether directly or indirectly), is in violation of the Foreign Corrupt

Practices Act as in effect on the date hereof, or any similar applicable anti-bribery and anti-corruption statute or regulation.

S. The Seller has the complete power and authority to enter into this Purchase Agreement and to sell the Subject Premises to the Purchaser in accordance with the terms hereof and to perform each and every term and condition of this Purchase Agreement and the party executing this Purchase Agreement on behalf of Seller is authorized to do so on behalf of Seller without obtaining any approvals or consents from any third parties.

T. Seller will provide Purchaser with all documents set forth on Exhibit E within five (5) days of the Effective Date.

U. To the best of Seller's knowledge, all sales, resort, hospitality or similar tax due in connection with the operation of the Subject Premises as a manufactured housing community, if any, has been paid by Seller to the appropriate governmental authorities.

V. Seller has part-time and full-time employees as more particularly described in the Exhibit E deliveries. The employees described in the Exhibit E deliveries are all of the employees of Seller with respect to the Subject Premises. After the Inspection Period has expired, Purchaser may discuss continuing employment opportunities with Seller's (or Seller's property manager's) onsite staff members at the Subject Premises; however, Purchaser shall have no obligation to hire any of Seller's (or Seller's property manager's) employees following the Closing. Seller (or Seller's property manager) shall remain solely responsible for payment of all compensation and benefits to its employees, including any accrued pension, profit sharing, vacation pay or other accrued benefits due to any such employees as of the Closing. To the extent that Purchaser hires any of Seller's (or Seller's property manager's) current employees, (a) Seller (or Seller's property manager) will terminate such employees as of the Closing Date and Purchaser shall re-hire said persons as of such date and (b) Purchaser shall be solely responsible for payment of all compensation to such employees accruing for the period commencing on and after the Closing Date under the new terms of any such employee's employment arrangement.

7. Conditions Precedent. The obligation of Purchaser to proceed on this offer, if accepted, shall be conditioned upon each of the following conditions precedent:

A. Satisfaction of the title and survey conditions of Section 4.

B. Purchaser and its agents shall have thirty-five (35) days commencing on the date of Purchaser's receipt from Seller of the last of (1) the fully executed Purchase Agreement with all Exhibits attached thereto; and (2) the last of the information enumerated on the Schedule of Property Information attached hereto as Exhibit "E" which shall be delivered to Purchaser within five (5) days of the Effective Date (the "Inspection Period") to inspect or cause to be inspected all aspects of the physical and economic condition of the Subject Premises, access to which shall be freely granted to Purchaser and/or Purchaser's agents and representatives, at all reasonable times. Provided, however, that the Inspection Period shall commence no later than five (5) calendar days from the Effective Date hereof. If Purchaser is not satisfied in its sole and exclusive discretion with the results of such inspections for any reason whatsoever, Purchaser may rescind this transaction by providing a written termination notice to Seller within one (1) day following the expiration of the Inspection Period, and shall thereupon receive a refund of the Deposit, and Purchaser and Seller be relieved of any and all liability hereunder except those that expressly survive termination of this Agreement. Purchaser shall have no obligation to notify Seller of any reason for such rescission. If Purchaser terminates this Agreement pursuant to this Section 7(B), then upon Seller's written request, Purchaser shall provide copies of all third party reports obtained by Purchaser with respect to the Subject Premises, including without limitation any environmental reports, geotechnical reports, surveys, and market

studies obtained by Purchaser during the Inspection Period, at no cost or liability to Purchaser and provided the third parties providing such reports consent to Purchaser sharing the information. This provision shall survive rescission of the Agreement. If Purchaser does not deliver a written termination notice to Seller in accordance with this paragraph, Purchaser shall within three (3) business days of the expiration of the Inspection Period deposit an additional \$200,000 with the Escrow Agent, which funds shall be deemed part of the Deposit. Thereafter the Deposit shall be non-refundable to Purchaser, except in the event of (i) a termination of this Agreement pursuant to Section 4.C due to an uncured Additional Title Objection, (ii) termination of this Agreement pursuant to Section 11 or Section 12 of this Agreement due to a casualty or condemnation, (iii) termination of this Agreement due to the failure of a condition precedent set forth in Section 7 of this Agreement (other than Section 7.B of this Agreement), or (iv) termination of this Agreement pursuant to Section 13 of this Agreement due to a Seller default, and shall be applied to the Purchase Price at Closing.

C. On a monthly basis during the term of this Agreement, Seller shall furnish Purchaser with a then current certified rent roll for the Subject Premises.

D. Seller shall comply with all requirements of applicable law with respect to the transfer of a manufactured home community in the State of Florida, including providing any notices of sale to residents of the Manufactured Home Community as and when required by applicable law.

E. Purchaser shall be able to obtain such licenses and permits as are required to operate the Subject Premises, without modifications, from and after the date of Closing.

F. There shall be no material changes in the physical condition of the Subject Premises from the date hereof to the date of Closing, and the gross monthly revenues collected by the Seller with respect to the Subject Premises for the month in which the Closing occurs shall be at least [95%] of the gross monthly revenues collected by the Seller with respect to the Subject Premises for the month prior to the month in which the Effective Date occurs.

G. At Closing Seller shall record in the official records of the county wherein the Real Estate is situated, and deliver to Purchaser, an affidavit certifying compliance with F.S.A. § 723.071, pursuant to F.S.A. §723.071 - §723.075.

H. All of Seller's representations, warranties and agreements contained herein shall be true and correct as of the date hereof and on the date of Closing, which Seller shall certify to at Closing, and Seller shall not have, on the date of Closing, failed to meet, comply with, or perform, any condition or agreement on its part to be performed under the terms and conditions of this Agreement.

8. Closing. Unless earlier terminated pursuant to the terms of this Agreement, Purchaser and Seller shall close this transaction on or, at Purchaser's option, before, forty (40) days following the expiration of the Inspection Period in Section 7.B hereof (the "Closing" or "Closing Date"); provided, however, (A) upon at least five (5) business days' prior written notice, Purchaser shall be entitled to extend the Closing Date up to fifteen (15) days, and (B) if all conditions precedent have not been satisfied on or before the date of Closing, then Purchaser may (i) waive such condition(s) and proceed with this transaction, or (ii) declare this transaction null and void, in which event Purchaser shall thereupon receive a refund of the Deposit and Purchaser and Seller shall be relieved of any and all liability hereunder except those that expressly survive termination of this Agreement, or (iii) Purchaser may pursue any other remedies available under this Agreement. The Closing shall take place through an escrow with the Title Company. At Closing, Purchaser and Seller, as applicable, shall enter into such closing documents as Purchaser may reasonably request and in form satisfactory to Purchaser in all respects including, without limitation, a special warranty deed, an assignment of leases, a warranty bill of sale and general assignment, a recertification of

representations and warranties, a non-foreign affidavit, terminations of all management and/or leasing agent or brokerage agreements, letters to all tenants and vendors (if applicable) notifying them of the transfer of the Subject Premises to Purchaser and directing them to remit all rental payments and notices to Purchaser (or its designee), the Sales Office Lease, an affidavit in form and substance reasonably acceptable to Purchaser and the Title Company, certifying that the transactions contemplated by this Agreement is an unsolicited offer within the meaning of Section 723.071, Florida Statutes and otherwise satisfying the requirements of Section 723.071 with respect to the transfer of any of the Subject Premises located in the State of Florida, allowing the Title Company to remove any exception from the Title Policy relating to said Chapter and the residents' rights thereunder, a closing statement, and such other documents as are required by the Title Company or Purchaser, including an ALTA extended coverage statement and/or title affidavit and gap undertaking, or are necessary to complete this transaction. In addition to the foregoing, at Closing, Seller shall deliver certificates of title to all manufactured homes and motor vehicles included in this sale, if any, duly endorsed for transfer and free of any and all liens or encumbrances. Seller shall also provide a Power of Attorney to Purchaser granting Purchaser the right to cause any manufactured home title to be transferred to Purchaser its designee. Purchaser shall have the right with respect to any vehicles and manufactured homes to be conveyed at Closing to designate an affiliated grantee in which case a separate bill of sale for such vehicles and/or homes shall be delivered by Seller for said vehicles and/or homes.

9. Closing Adjustments. The following shall be apportioned on the Closing Statement against sums due Seller at Closing:

A. All real estate and personal property taxes and special and other assessments (including future installments of special assessments) which have become a lien upon the Subject Premises prior to the Closing Date shall be paid by Seller and proof of such payment shall be given to Purchaser prior to or at the Closing, or, at Seller's option, credit shall be given to Purchaser therefor. Current real and personal property taxes shall be prorated in accordance with local custom; Seller shall be responsible for taxes up to but not including the day of Closing. If the Closing Date occurs on a date when the current year's millage is not fixed, but the current year's assessment is available, taxes will be prorated based upon such assessment and of the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based upon of the prior year's taxes; provided, however, any tax proration based on such an estimate, at the request of Purchaser, shall be reprorated upon receipt of the final tax bill, such obligation to survive the Closing.

B. All tenant security deposits, and other deposits of whatever nature and kind whatsoever, shall be assumed by Purchaser with credit therefor against sums due at Closing and after the Effective Date, Seller shall not apply any security deposits to delinquent rentals without a court order or judgment granting Seller such right.

C. Current rents shall be prorated and adjusted as of the date of Closing based upon the actual number of days in the month of Closing, with Purchaser being credited for rents on the day of Closing and thereafter and all prepaid rents and Seller shall deliver all checks received by Seller which have not been deposited. In no event shall Purchaser be charged with any past due rentals and Seller's rights to receive all past due rentals shall be assigned and transferred to Purchaser at Closing. Seller shall have no surviving rights after Closing to collect or enforce past due rentals from tenants.

D. Seller shall pay all state, county and local real estate conveyance, stamp and similar taxes and any transfer taxes due upon Closing or required to be paid upon recording of the Special Warranty Deed.

E. Seller shall pay for any transfer tax on conveyance or title transfer of any manufactured homes, installment sales contracts/mortgages, vehicles or other personal property included in this sale, including any sales tax with respect to such personal property.

F. Any payments received by Seller with respect to any existing laundry contracts or cable agreements shall be prorated between Purchaser and Seller, based upon the remaining term of such agreement(s), with Seller providing Purchaser with a credit for amounts allocable to the remaining term after Closing against sums due Seller at Closing.

G. Seller shall pay all outstanding bills of utility companies and service providers with respect to the Subject Premises through the day prior to the date of Closing. All utility charges that are not separately metered to residents will be prorated as of the Closing Date and Seller will obtain final billings therefor and pay any amounts owing therein for the period prior to the Closing Date. To the extent that utility bills cannot be handled in the foregoing manner, they shall be prorated as of the Closing Date based upon the most recent bills available and in the event that Seller has not paid any utility bills for periods prior to Closing which could become a lien on the Subject Premises or for which Purchaser may have successor liability, then, an amount reasonably estimated by Purchaser shall be escrowed with the Title Company until such utility bill has been paid in full and at which time such escrowed amount shall be released to Seller.

H. Seller shall pay the broker commission due to the "Broker" (as defined below) as provided in Section 15 below.

I. All other items which are customarily prorated in transactions similar to the transaction contemplated hereunder and which are not otherwise addressed in this Agreement, will be prorated as of the Closing Date. In the event any prorations or computations made under this Section 9 are based on estimates or prove to be incorrect, then either party shall be entitled to an adjustment to correct the same, provided that it makes written demand on the party from whom it is entitled to such adjustment prior to the end of the calendar year after the year in which the Closing occurs. For purposes of calculating the prorations provided for in this Agreement, Purchaser shall be deemed to be the owner of the Subject Premises on the Closing Date.

10. No Assumption of Liability. Except as to the contracts which are identified on Exhibit "D" that Purchaser elects to assume in writing prior to the expiration of the Inspection Period, Purchaser shall not assume, or accept liability for, and Seller shall remain liable for and shall discharge when due, and indemnify, defend and hold Purchaser free and harmless of and from, all debts, expenses, liabilities, obligations, contracts, commitments and claims against Seller with respect to the Subject Premises arising prior to Closing, and any claims for breach of representation or warranty made by Seller hereunder. Seller agrees to terminate, on or prior to Closing, all service contracts and equipment leases that Purchaser requests be terminated by written notice to Seller prior to the expiration of the Inspection Period that can be terminated without any penalty or termination fees.

11. Destruction or Damage. Until the day of Closing and actual exchange of legal title for the consideration to be paid hereunder, all risk of loss with respect to the Subject Premises shall be borne by Seller. In the event of destruction or damage to the Subject Premises prior to the date of Closing, Purchaser shall, at its option, have the right to (a) cause the Seller to repair same to the state existing prior to the damage, if such damage can be repaired prior to the date set for Closing; (b) take the proceeds of the insurance, requiring Seller to pay the deductible amounts and proceed and go forward with the transaction; or (c) declare the transaction to be void and of no further force or effect and Purchaser shall thereupon receive a refund of the Deposit and be relieved of any and all liability hereunder.

12. Condemnation. In the event that notice of any action, suit or proceeding shall be given prior to the Closing Date for the purpose of condemning any part of the Subject Premises, then Purchaser shall have the right to terminate its obligations hereunder within fifteen (15) days after receiving written notice of such condemnation proceeding, and upon such termination, the Deposit shall be refunded to Purchaser in full termination of this Agreement, and the proceeds resulting from such condemnation shall be paid to Seller. In the event Purchaser shall not elect to terminate its obligations hereunder, the proceeds of such condemnation shall be assigned at the closing of this transaction and belong to Purchaser.

13. Deposit As Liquidated Damages. The Deposit shall be held by Escrow Agent and applied against cash due at Closing if the transaction is consummated. In the event of failure of any condition precedent, the Deposit shall be promptly returned to Purchaser. In the event of a default by Purchaser hereunder, which default remains uncured for a period of ten (10) days after written notice thereof is received by Purchaser, Seller shall be entitled to the Deposit as liquidated damages as its **sole and exclusive remedy**. In the event of a default by Seller hereunder, Purchaser shall be entitled to (i) terminate this Agreement in which event Purchaser shall receive a return of the Deposit, and neither party shall have any further obligations hereunder except as expressly survive the termination of this Agreement and Seller shall reimburse Purchaser for all costs and expenses actually incurred by Purchaser (and reasonably substantiated to Seller) in negotiating and undertaking the transactions contemplated hereby and investigating the Subject Premises, including, without limitation, all costs associated with the investigations and other activities described in Section 7(B) and financing the acquisition contemplated herein, not to exceed \$125,000.00 or (ii) maintain an action for specific performance and/or damages.

14. Indemnity. Seller shall indemnify, defend and hold Purchaser harmless from and in respect of any claims, costs or damages asserted by tenants, creditors or employees of or claimants against Purchaser, Seller or the Subject Premises arising out of events occurring prior to the date of Closing, and any claims, costs or damages for breach of any representation or warranty made in Section 6 hereof, or in relation to warranties or otherwise on account of any mobile home sales or service dealership. In no event shall Purchaser assume any liability of Seller, except as expressly set forth herein. The parties acknowledge that this is not a sale of a business or mobile home dealership, nor shall Purchaser be deemed a successor of Seller.

15. Broker. Purchaser and Seller each represent and warrant to the other that, except with respect to Yale Realty & Capital Advisors (James Cook) (the "Broker"), who shall receive a commission from Seller payable pursuant to a separate agreement between Seller and Broker, they have not employed, retained or consulted any other broker, agent or finder in connection with the solicitation of Purchaser, the negotiations in connection with this Agreement or the purchase and sale referenced to herein, and Purchaser and Seller shall indemnify each other and hold each other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and actual damages (including costs of reasonable attorneys' fees) which may be asserted or recovered against each other on account of any brokerage fee, commission or other compensation arising by reason of Purchaser's or Seller's breach of this representation and warranty.

16. Notices. Any notices, demands or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) when hand delivered, or (ii) one (1) business day after delivery to Fed Ex or similar nationally recognized overnight service for next business day delivery, or (iii) three (3) business days after deposit in the U.S. mail first class postage prepaid, or (iv) when sent by electronic (pdf) transmission, if such transmission is immediately followed by any of the other methods for giving notice. In all cases notices shall be addressed to the parties at their respective addresses as follows:

If to Seller:

River Grove Mobile Home Village I and II, Ltd.
Attn: C. Steven Douglas

8440 U.S. Highway 1
Micco, FL 32976
Telephone: 772-473-7212
E-Mail: rivergrovesales@comcast.net

With a copy to: Zimmerman Kiser Sutcliffe P.A.
Attn: D. Scott Baker
PO Box 3000
Orlando, FL 32802
Telephone: 407-425-7010
E-Mail: sbaker@zkslawfirm.com

If to Purchaser: Cobblestone MHC Fund II Acquisition LLC
17W220 22nd Street, Suite 220
Oakbrook Terrace, IL 60181
Attention: Erik D. Hagen
Email: ehagen@cobblestoneassets.com

With a copy to: Winston & Strawn, LLP
35 W. Wacker Drive
Chicago, Illinois 60601
Attn: Andrew T. White
E-mail: awhite@winston.com

17. Transfer of WTP. To the extent that any governmental authority's consent is required prior to transfer of the WTP by RGU to Purchaser (including, without limitation, the Florida Public Service Commission), Seller and RGU shall use commercially reasonable efforts to obtain such consent prior to Closing and shall keep Purchaser reasonably apprised of the status of same. To the extent that any such consents are not obtained on or prior to the Closing Date, then at the Closing Seller shall deposit into escrow with the Title Company the sum of [\$250,000.00] (the "Escrow Funds") pursuant to a post-closing escrow agreement reasonably agreeable to the Purchaser and the Title Company, which shall provide that such Escrow Funds shall be held in escrow until all necessary governmental approvals have been obtained to permit Seller or RGU to validly transfer the WTP to Purchaser or its designee, and the Seller or RGU has executed such documents as are necessary to transfer the WTP to Purchaser or its designee. Promptly following the Closing, the Seller and RGU shall execute such documents, instruments and applications as are necessary or requested by the Purchaser in order to obtain all governmental approvals necessary or appropriate in connection with the transfer of the WTP to Purchaser or its designee. In addition, until such time as the WTP has been validly transferred to the Purchaser, the Seller and RGU shall continue to operate and maintain the water and wastewater systems and facilities, including the treatment plant, in good working order and in compliance with all applicable laws. [All such services shall be provided at no cost to the Purchaser], provided that the Seller shall be permitted to charge the same rates to residents as are charged as of the Effective Date and Seller and RGU agree to execute any and all documents reasonably required by Purchaser to ensure Purchaser and any tenants will have all of the services currently provided by the WTP and which are necessary for Purchaser to conduct operations of the Community at the Subject Premises. Seller and RGU agree to exercise their best efforts to, at Purchaser's option, transfer the WTP to Purchaser at Closing and to obtain any and all government approvals required in connection therewith. The terms of this Section 17 shall survive the Closing.

18. Tax Deferred Exchange (§1031). Seller shall cooperate with Purchaser to the extent that this transaction is part of a tax deferred exchange pursuant to §1031 of the Internal Revenue Code for

Purchaser, provided, however that Seller shall not incur any cost (other than de minimis), expense (other than de minimis), risk or potential liability whatsoever on account thereof. Purchaser shall reasonably cooperate with Seller to the extent that this transaction is part of a tax deferred exchange pursuant to §1031 of the Internal Revenue Code for Seller; provided, however, that Purchaser shall not incur any additional cost (other than de minimis), expense (other than de minimis), risk or potential liability whatsoever on account thereof. The exchanging party shall and does hereby indemnify, defend and hold the non-exchanging party harmless for and from all liabilities arising as a result of the exchange that would not have arisen had the exchanging party not closed this transaction as part of a like-kind exchange. Anything in this section to the contrary notwithstanding: (a) neither Purchaser or Seller makes any representation or warranty to the other as to the effectiveness or tax impact of any proposed exchange; (b) in no event shall Purchaser or Seller be required to take title to any exchange or replacement property; and (c) in no event shall completion of any such exchange be a cause or excuse for any delay in the Closing.

19. Sales Office Lease. Seller and Purchaser agree to execute a commercially reasonable lease (the "Sales Office Lease") at Closing for the sales office currently used by River Grove Mobile Home Sales Corp., and located on part of Tract 1 of the Subject Premises addressed as 8442 US Highway 1, Micco, FL 32976 as set forth on the attached map at Exhibit 19-A. The Sales Office Lease shall conform substantially to the form attached hereto as Exhibit 19-B, and shall contain the following business terms: (1) monthly rent of \$650 per month, plus sales tax; (2) 5 year term, with one five (5) year renewal option at a 10% rental increase; and (3) Purchaser maintains grounds and building in its present state of repair, including HVAC.

20. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

21. Unsolicited Offer. The parties agree and acknowledge that this Agreement is the result of an unsolicited offer made by Purchaser to Seller to purchase the Subject Premises. Purchaser, through its own investigative efforts, identified the Subject Premises for acquisition and was not, directly or indirectly, solicited by Seller or any agent of Seller to purchase the Subject Premises.

22. Exclusivity. Seller hereby acknowledges that Purchaser will incur significant expenses in connection with negotiating this Agreement and conducting Purchaser's due diligence review of the Subject Premises. In order to protect Purchaser during the pendency of this Agreement and only so long as there is no uncured Purchaser default hereunder, Seller agrees that, as of the Effective Date, Seller shall terminate all negotiations with any other parties concerning the Subject Premises (or any portion thereof or interest therein), and shall not negotiate or enter into any contracts, options, leases or agreements to sell, lease or otherwise convey possession of the Subject Premises (or any portion thereof or interest therein) to any other party.

23. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions herein contemplated and supersedes all prior agreements, written or oral, between the parties hereto. This Agreement shall be governed by the law of the state wherein the Real Estate is located. This Agreement shall bind the parties hereto, their respective successors and assigns. Any modifications and amendment to this Agreement shall be effective only if in writing and executed by each of the parties hereto. Purchaser may freely assign its interest hereunder. In the event the last date for performance of any obligation or for giving any notice hereunder falls on a Saturday, Sunday or legal holiday of the state wherein the Real Estate is located, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday in such state. Time shall be of the essence for purposes of this Agreement. All reasonable attorneys' fees and court costs incurred by a non-defaulting party to enforce this Agreement against a defaulting party shall be paid by the defaulting party. This

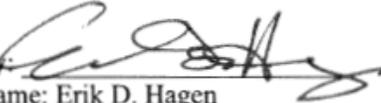
Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, executed counterparts of this Agreement may be delivered by electronic means (including emails of pdf documents), and such electronic transmission shall be valid and binding for all purposes when transmitted to and actually received by the other party. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect. Purchaser and Seller each acknowledge that: (a) they have been represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel; and (c) this Agreement is the result of arm's length negotiations between the parties hereto and the advice and assistance of their respective counsel.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, this Agreement shall be deemed entered into and effective on the last date shown below.

PURCHASER:

Cobblestone MHC Fund II Acquisition LLC, a
Delaware limited liability company

By: 
Name: Erik D. Hagen
Title: Authorized Signatory

Date signed by Purchaser: January 14, 2022

SELLER:

RIVER GROVE MOBILE HOME VILLAGE I & II, LTD., a Florida limited partnership

By: RIVER GROVE MOBILE HOME VILLAGE, INC.

Its: General Partner

By: Bonnie E Douglas

Name: Bonnie E. Douglas

Its: President

Bonnie E Douglas
BONNIE E. DOUGLAS, INDIVIDUALLY AND AS TRUSTEE OF THE BONNIE E. DOUGLAS TRUST DATED OCTOBER 13, 1999

Kathleen Douglas Clasen
KATHLEEN DOUGLAS CLASEN

C. Steven Douglas
C. STEVEN DOUGLAS

Connie S. Douglas
CONNIE S. DOUGLAS

Sandra J. Douglas
SANDRA J. DOUGLAS

River Grove Utilities, Inc., a Florida corporation

By: Bonnie E Douglas

Name: Bonnie E. Douglas

As Its: President

Date signed by Seller: January 14, 2022

EXHIBITS

Exhibit "A"	Legal Description
Exhibit "B-1"	List of Personal Property
Exhibit "B-2"	List of Manufactured Homes
Exhibit "B-3"	List of Installment Contracts
Exhibit "C"	Rent Roll
Exhibit "D"	List and Description of Service Contracts
Exhibit "E"	Schedule of Property Information
Exhibit "19-A"	Map of Office Lease
Exhibit "19-B"	Form of Office Lease
Exhibit "6(F)"	WTP Repairs

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1:

PARCEL A

From 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. One, run North 89 degrees 29 minutes 18 seconds West a distance of 187.0 feet to the Point of Beginning of the herein described parcel; thence run South 0 degrees 26 minutes 36 seconds West a distance of 100.0 feet; thence run South 89 degrees 29 minutes 18 seconds East a distance of 231.24 feet to the said Westerly right of way line of U.S. Highway No. One and a point on a curve to the Southeast, said curve having for its elements a radius of 8672.41 feet, a central angle of 0 degrees 53 minutes 17 seconds; thence along said curve an arc distance of 134.42 feet to the Point of Tangency; thence run 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 run North 89 degrees 33 minutes 24 seconds West along said South line a distance of 1462.19 feet to the Easterly right of way of Florida East Coast Railway; thence run North 2 degrees 14 minutes 02 seconds West along said East right of way a distance of 357.15 feet to the Point of Curvature of a curve concave to the West; thence along said curve having a radius of 5779.65 feet and a central angle of 0 degrees 21 minutes 18 seconds, an arc distance of 35.81 feet to the South line of the North 786.51 feet of said Government Lots 2 and 5; thence run South 89 degrees 29 minutes 18 seconds East along the said North line a distance of 1114.25 feet to the Point of Beginning.

TOGETHER WITH the South 100.0 feet of the North 886.51 feet, lying East of U.S. Highway No. 1, of Government Lots 2 and 5, in Section 14, Township 30 South, Range 38 East, Brevard County, Florida. and

TOGETHER WITH that part of the North 293.76 feet of the South 448.9 feet of Government Lots 2 and 5 East of Highway U.S. #1, Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

AND

PARCEL B

PARCEL NO. 1:

The South 471.51 feet of the North 786.51 feet of that part of Government Lot 2, lying West of the Florida East Coast Railroad, in Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

PARCEL NO. 2:

From a concrete monument marking the Southwest corner of Government Lot 2, Section 14, Township 30 South, Range 38 East, said point also being the Point of Beginning of the herein described parcel, run North 0 degrees 29 minutes 23 seconds East a distance of 154.73 feet; thence run South 89 degrees 10 minutes 00 seconds East a distance of 678.20 feet to the Westerly right of way of the Florida East Coast Railroad; thence run South 2 degrees 02 minutes 40 seconds East along said right of way a distance of 154.90 feet; thence run North 89 degrees 10 minutes 00 seconds West a distance of 685.05 feet to the Point of Beginning.

PARCEL NO. 3:

The South 200 feet of the North 315 feet of Government Lots 2 and 5, lying West of the Florida East Coast Railroad, Section 14. Township 30 South, Range 38 East, Brevard County, Florida.

PARCEL NO. 4:

Begin at the 1' iron pipe marking the Northeast corner of the North one-half of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 30 South, Range 38 East, Brevard County, Florida, thence run South 0 degrees 15 minutes 21 seconds West a distance of 167.57 feet; thence run North 89 degrees 32 minutes 41 seconds West a distance of 301.95 feet; thence run North 09 degrees 14 minutes 29 seconds West a distance of 170.00 feet; thence run South 89 degrees 32 minutes 41 seconds East a distance of 330.00 feet to the Point of Beginning.

PARCEL NO. 5:

The North 293.76 feet of the South 448.9 feet of Government Lots 2 and 5, Section 14, Township 30 South, Range 38 East tying West of the Florida East Coast Railroad right of way, said land lying and being in Brevard County, Florida.

PARCEL NO. 6:

The South 100 feet of the North 886.51 feet of Government Lots 2 and 5, in Section 14, Township 30 South, Range 38 East, lying West of Florida East Coast Railroad, Brevard County, Florida.

RIVER GROVE II (Overall Legal Description consisting of Parcels 1 through 6 above):

From the Northeast corner of the North one-half of the Southwest one-quarter of the Northwest one-quarter of Section 14, Township 30 South, Range 38 East, Brevard County, Florida, said point also being the Point of Beginning run South 0 degrees 15 minutes 21 seconds West a distance of 115.00 feet; thence run S 89 degrees 32 minutes 49 seconds East a distance of 586.68 feet to the West right of way of the Florida East Coast Railroad, said point also being on a curve concave to the Southwest; thence Southeasterly along said curve having a radius of 5679.65 feet, a central angle of 7 degrees 14 minutes 20 seconds, an arc distance of 717.57 feet to a point of tangency; thence run S 02 degrees 13 minutes 14 seconds East a distance of 507.52 feet; thence run N 89 degrees 32 minutes 04 seconds W a distance of 684.76 feet; thence run N 0 degrees 15 minutes 21 seconds East a distance of 1167.02 feet; thence run N 89 degrees 32 minutes 41 seconds West a distance of 301.95 feet; thence run N 09 degrees 14 minutes 29 seconds West a distance of 170.0 feet; thence run S 89 degrees 32 minutes 41 seconds East a distance of 330.0 feet to the Point of Beginning.

TRACT 2:

Beginning at the intersection of the Westerly right of way of U.S. Highway No.1 and the North line of South 100.00 feet of the North 886.51 feet of Government Lots 2 and 5, Section 14, Township 30 South, Range 38 East, Brevard County, Florida, said point being the Point of Beginning of the following described property; run North 89°25'18" West a distance of 187.00 feet; thence run South 00°34'42" West a distance of 100.00 feet; thence run South 89°25'18" East a distance of 231.12 feet to the Westerly right of way of said U.S. Highway No.1; thence run Northwesterly and along a curve, having a radius of 8672.41 feet and a central angle of 00°43'20", an arc distance of 109.32 feet to the Point of Beginning.

EXHIBIT "B-1"

LIST OF PERSONAL PROPERTY

See attached.

Personal Property Inventory

All telephones
3 desks
2 computer desks
1 large folding table
1 computer
5 file cabinets
2 white storage cabinets
3 printers
paper shredder
3 office chairs
oven
microwave
refrigerator
park plans
files (accounting, tax records, and resident information)

Utilities Office

desk
file cabinet
4 chairs
meter reading equipment

* This list does not include any mobile homes owned by River Grove Mobile Home Village. There are no vehicles, or other equipment included in the sale.

Ronald Kakaw FLFLJ33B11431BA
8425 Cherish Dr. FLFLJ33A11431BA
Principle Amt - \$14,000.00
Payment Amt - \$218.21
Interest Rate - 8%
1st Payment - 10/15/2016
Balance as of 5/25/21 - \$5,556.41

Arria Hernandez FLFL2AE277905510
8349 Cherish Drive FLFL2BE277905510
Principle Amt - \$20,000.00
Payment Amt - \$216.49
Interest Rate - 8%
1st Payment - 5/15/2016
Balance as of 5/25/21 - \$13,765.97

Mark Terry 2A950322013
5750 River Grove Drive 2B950322013
Principle Amt - \$20,000.00
Payment Amt - \$700.00
Started 8/1/15
Balance as of - 5/25/21 - \$6,600.00

Mark Terry 44807309A
5921 River Grove Dr. 44807309B
Principle Amt - \$5,000.00
Payment Amt - \$200.00
Started - 3/1/2020
Balance as of 5/25/21 - 2203.70

David Benis 13005219A
8471 Cherish Drive 13005219B
Principle Amt - \$7,000.00
Payment Amt - \$500.00
Started - 11/25/19
Balance as of 5/25/2021 - \$4,345.00

H.1125 T23617387A
0884 - 5612 T23617387B

LOT 58 CHERISH GDOCF44807309A
GDOCF44807309B

EXHIBIT "B-2"

LIST OF MANUFACTURED HOMES

See attached.

Ronald Kakaw
8425 Cherish Dr.
Principle Amt - \$14,000.00
Payment Amt - \$218.21
Interest Rate - 8%
1st Payment - 10/15/2016
Balance as of 5/25/21 - \$5,556.41

Issaid Hernandez
8349 Cherish Drive
Principle Amt - \$20,000.00
Payment Amt - \$216.49
Interest Rate - 8%
1st Payment - 5/15/2016
Balance as of 5/25/21 - \$13,765.97

Mark Terry
5750 River Grove Drive
Principle Amt \$20,000.00
Payment Amt - \$700.00
Started 8/1/15
Balance as of - 5/25/21 - \$6,600.00

Mark Terry

5921 River Grove Dr.

Principle Amt - \$5,000.00

Payment Amt - \$200.00

Started - 3/1/2020

Balance as of 5/25/21 - 2203.70

David Bemis

8471 Cheryl Drive

Principle Amt - \$7000.00

Payment Amt - \$500.00

Started - 11/25/19

Balance as of 5/25/2021 - \$4,345.00

Ronald Kakaw FLFLJ33B11431BA
8425 Cherish Dr. FLFLJ33A11431BA
Principle Amt - \$14,000.00
Payment Amt - \$218.21
Interest Rate - 8%
1st Payment - 10/15/2016
Balance as of 5/25/21 - \$5,556.41

Arria Hernandez FLFL2AE277905510
8349 Cherish Drive FLFL2BE277905510
Principle Amt - \$20,000.00
Payment Amt - \$216.49
Interest Rate - 8%
1st Payment - 5/15/2016
Balance as of 5/25/21 - \$13,765.97

Mark Terry 2A950322013
5750 River Grove Drive 2B950322013
Principle Amt - \$20,000.00
Payment Amt - \$700.00
Started 8/1/15
Balance as of - 5/25/21 - \$6,600.00

Mark Terry 44807309A
5921 River Grove Dr. 44807309B
Principle Amt - \$5,000.00
Payment Amt - \$200.00
Started - 3/1/2020
Balance as of 5/25/21 - 2203.70

David Benis 13005219A
8471 Cherish Drive 13005219B
Principle Amt - \$7,000.00
Payment Amt - \$500.00
Started - 11/25/19
Balance as of 5/25/2021 - \$4,345.00

H.1125 T23617387A
0884 - 5612 T23617387B

LOT 58 CHERISH GDOCF44807309A
GDOCF44807309B

STATE OF FLORIDA

IDENTIFICATION NUMBER FLFL2B950322013	YR 1980	MAKE SUNC	MODEL	BODY HS	WT-L-BHP 48'	VESSEL REGIS. NO.	TITLE NUMBER 17732176
---	-------------------	---------------------	-------	-------------------	------------------------	-------------------	---------------------------------

REGISTERED OWNER

DATE OF ISSUE

DALE I LUNN
5865 GARRETTS RD
MICCO FL 32976

01/18/2006

LIEN RELEASE

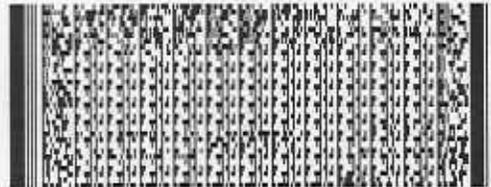
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE _____ DATE _____

MAIL TO:

DALE I LUNN
5865 GARRETTS RD
MICCO FL 32976-2640



CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER FLFL2B950322013	YR 1980	MAKE SUNC	MODEL	BODY HS	WT-L-BHP 48'	VESSEL REGIS NO.	TITLE NUMBER 17732176
PREV STATE FL	COLOR UNK	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE PVT	PREV ISSUE DATE 12/04/1997	DATE OF ISSUE 01/18/2006
ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE				HULL MATERIAL	PROP.		

REGISTERED OWNER

DALE I LUNN
5865 GARRETTS RD
MICCO FL 32976

LIEN RELEASE

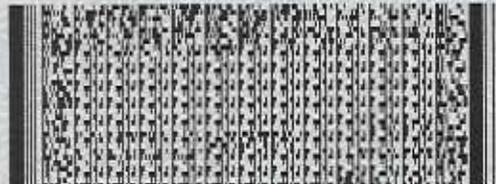
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE _____ DATE _____

1ST LIENHOLDER

NONE



DIVISION OF MOTOR VEHICLES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford

CARL A. FORD
DIRECTOR

Control Number **76962633**

Frank O. Dickinson, III

FRANK O. DICKINSON, III
EXECUTIVE DIRECTOR

ODOMETER CERTIFICATION Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to Purchaser River Grove Mobile Home Village Address 8440 Hwy 101 Micco FL 32976

I/We state that this 5 or 6 digit odometer now reads (no tenths)

miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

CAUTION DO NOT CHECK BOX IF ACTUAL MILEAGE

Selling Price \$ 750. Date Sold 1-13-2006
I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
I hereby certify that the odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser Bonnie E. Douglas
Signature of Co-Purchaser _____
Signature of Seller Carl A. Ford
Signature of Co-Seller _____

Printed Name of Purchaser River Grove Mobile Home Village
Printed Name of Co-Purchaser _____
Printed Name of Seller DALE LUNN
Printed Name of Co-Seller _____

(When Applicable) Selling Dealer's License Number _____ Tax No. _____ Tax Collected \$ _____
Auction Name _____ License Number _____

VOID IF ALTERED

VOID IF ALTERED

STATE OF FLORIDA

IDENTIFICATION NUMBER FLFL2A950322013	YR 1980	MAKE SUNC	MODEL	BODY HS	WT-L-BHP 48'	VESSEL REGIS. NO.	TITLE NUMBER 17732175
---	-------------------	---------------------	-------	-------------------	------------------------	-------------------	---------------------------------

REGISTERED OWNER

DATE OF ISSUE

**DALE I LUNN
5865 GARRETTS RD
MICCO FL 32976**

01/18/2006

LIEN RELEASE

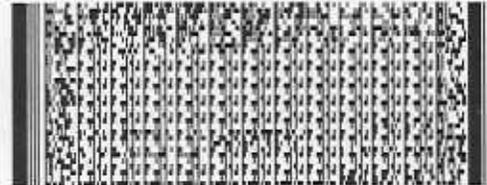
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED.

BY _____

TITLE _____ DATE _____

MAIL TO:

**DALE I LUNN
5865 GARRETTS RD
MICCO FL 32976-2640**



CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER FLFL2A950322013	YR 1980	MAKE SUNC	MODEL	BODY HS	WT-L-BHP 48'	VESSEL REGIS. NO.	TITLE NUMBER 17732175
PREV STATE FL	COLOR UNK	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE PVT	PREV ISSUE DATE 12/04/1997	DATE OF ISSUE 01/18/2006
ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE				HULL MATERIAL	PROP.		

REGISTERED OWNER
**DALE I LUNN
5865 GARRETTS RD
MICCO FL 32976**

LIEN RELEASE

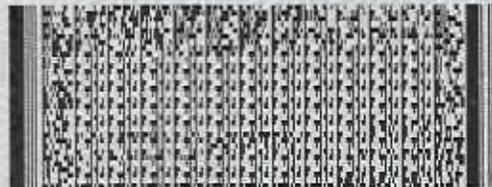
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED.

BY _____

TITLE _____ DATE _____

1ST LIENHOLDER

NONE



DIVISION OF MOTOR VEHICLES

TALLAHASSEE

FLORIDA



DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford

CARL A. FORD
DIRECTOR

Control Number **76962632**

Fred G. Dickinson, III

FRED G. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)
ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to

Purchaser River Grove Mobile Home Village Address 8440 Highway 451 Micco FL 32976

Selling Price \$ 750.00 Date Sold 4-13-2014

I/We state that this 5 or 6 digit odometer now reads (xx) (no tenths) miles, date read _____ and to the best of my knowledge

that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

CAUTION
DO NOT CHECK
BOX IF ACTUAL
MILEAGE

- 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser Romania E Douglas

Signature of Co-Purchaser _____

Signature of Seller Dale Lunn

Signature of Co-Seller _____

Printed Name of Purchaser River Grove Mobile Home Village

Printed Name of Co-Purchaser _____

Printed Name of Seller DALE LUNN

Printed Name of Co-Seller _____

(When Applicable) Selling Dealer's License Number: _____ Tax No. _____ Tax Collected \$ _____

Auction Name: _____ License Number: _____

VOID IF ALTERED

VOID IF ALTERED

The following
is the title for
MARK FERRY
5750 RIVER GROVE DR.

FLFL2A950322013

FLFL2B950322013

EXHIBIT "B-3"

LIST OF INSTALLMENT CONTRACTS

See attached.

Ronald Kakaw
8425 Cherish Dr.
Principle Amt - \$14,000.00
Payment Amt - \$218.21
Interest Rate - 8%
1st Payment - 10/15/2016
Balance as of 5/25/21 - \$5,556.41

Issia Hernandez
8349 Cherish Drive
Principle Amt - \$20,000.00
Payment Amt - \$216.49
Interest Rate - 8%
1st Payment - 5/15/2016
Balance as of 5/25/21 - \$13,765.97

Mark Terry
5750 River Grove Drive
Principle Amt \$20,000.00
Payment Amt - \$700.00
Started 8/1/15
Balance as of - 5/25/21 - \$6,600.00

Mark Terry

5921 River Grove Dr.

Principle Amt - \$5,000.00

Payment Amt - \$200.00

Started - 3/1/2020

Balance as of 5/25/21 - 2203.70

David Bemis

8471 Cheryl Drive

Principle Amt - \$7000.00

Payment Amt - \$500.00

Started - 11/25/19

Balance as of 5/25/2021 - \$4,345.00

Ronald Kakaw FLFLJ33B11431BA
8425 Cherish Dr. FLFLJ33A11431BA
Principle Amt - \$14,000.00
Payment Amt - \$218.21
Interest Rate - 8%
1st Payment - 10/15/2016
Balance as of 5/25/21 - \$5,556.41

Arria Hernandez FLFL2AE277905510
8349 Cherish Drive FLFL2BE277905510
Principle Amt - \$20,000.00
Payment Amt - \$216.49
Interest Rate - 8%
1st Payment - 5/15/2016
Balance as of 5/25/21 - \$13,765.97

Mark Terry 2A950322013
5750 River Grove Drive 2B950322013
Principle Amt - \$20,000.00
Payment Amt - \$700.00
Started 8/1/15
Balance as of - 5/25/21 - \$6,600.00

Mark Terry 44807309A
5921 River Grove Dr. 44807309B
Principle Amt - \$5,000.00
Payment Amt - \$200.00
Started - 3/1/2020
Balance as of 5/25/21 - 2203.70

David Benis 13005219A
8471 Cherish Drive 13005219B
Principle Amt - \$7,000.00
Payment Amt - \$500.00
Started - 11/25/19
Balance as of 5/25/2021 - \$4,345.00

H.1125 T23617387A
0884 - 5612 T23617387B

LOT 58 CHERISH GDOCF44807309A
GDOCF44807309B

STATE OF FLORIDA

IDENTIFICATION NUMBER FLFL2B950322013	YR 1980	MAKE SUNC	MODEL	BODY HS	WT-L-BHP 48'	VESSEL REGIS. NO.	TITLE NUMBER 17732176
---	-------------------	---------------------	-------	-------------------	------------------------	-------------------	---------------------------------

REGISTERED OWNER

DATE OF ISSUE

DALE I LUNN
5865 GARRETTTS RD
MICCO FL 32976

01/18/2006

LIEN RELEASE

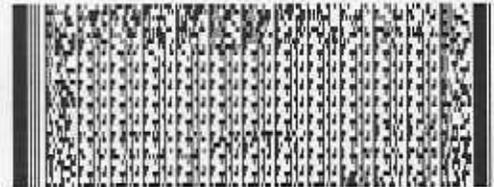
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE _____ DATE _____

MAIL TO:

DALE I LUNN
5865 GARRETTTS RD
MICCO FL 32976-2640



CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER FLFL2B950322013	YR 1980	MAKE SUNC	MODEL	BODY HS	WT-L-BHP 48'	VESSEL REGIS NO.	TITLE NUMBER 17732176
PREV STATE FL	COLOR UNK	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE PVT	PREV ISSUE DATE 12/04/1997	DATE OF ISSUE 01/18/2006
ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE				HULL MATERIAL	PROP.		

REGISTERED OWNER

DALE I LUNN
5865 GARRETTTS RD
MICCO FL 32976

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE _____ DATE _____

1ST LIENHOLDER

NONE



DIVISION OF MOTOR VEHICLES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford

CARL A. FORD
DIRECTOR

Control Number **76962633**

Frederic O. Dickinson, III

FREDERIC O. DICKINSON, III
EXECUTIVE DIRECTOR

ODOMETER CERTIFICATION Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to Purchaser River Grove Mobile Home Village Address 8440 Hwy 101 Micco FL 32976

I/We state that this 5 or 6 digit odometer now reads (no tenths) miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

CAUTION DO NOT CHECK BOX IF ACTUAL MILEAGE

Selling Price \$ 750. Date Sold 1-13-2006
I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
I hereby certify that the odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser Bonnie E. Douglas
Signature of Co-Purchaser _____
Signature of Seller Carl A. Ford
Signature of Co-Seller _____

Printed Name of Purchaser River Grove Mobile Home Village
Printed Name of Co-Purchaser _____
Printed Name of Seller DALE LUNN
Printed Name of Co-Seller _____

(When Applicable) Selling Dealer's License Number _____ Tax No. _____ Tax Collected \$ _____
Auction Name _____ License Number _____

VOID IF ALTERED

VOID IF ALTERED

STATE OF FLORIDA

IDENTIFICATION NUMBER FLFL2A950322013	YR 1980	MAKE SUNC	MODEL	BODY HS	WT-L-BHP 48'	VESSEL REGIS. NO.	TITLE NUMBER 17732175
---	-------------------	---------------------	-------	-------------------	------------------------	-------------------	---------------------------------

REGISTERED OWNER

DATE OF ISSUE

**DALE I LUNN
5865 GARRETTS RD
MICCO FL 32976**

01/18/2006

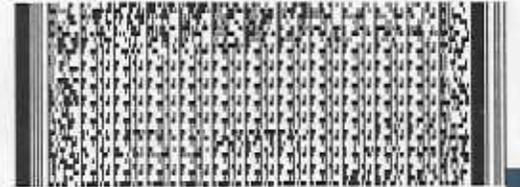
LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS
HEREBY RELEASED.

BY _____

TITLE _____ DATE _____

MAIL TO:

**DALE I LUNN
5865 GARRETTS RD
MICCO FL 32976-2640**



CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER FLFL2A950322013	YR 1980	MAKE SUNC	MODEL	BODY HS	WT-L-BHP 48'	VESSEL REGIS. NO.	TITLE NUMBER 17732175
PREV STATE FL	COLOR UNK	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE PVT	PREV ISSUE DATE 12/04/1997	DATE OF ISSUE 01/18/2006
ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE				HULL MATERIAL	PROP.		

REGISTERED OWNER
**DALE I LUNN
5865 GARRETTS RD
MICCO FL 32976**

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS
HEREBY RELEASED.

BY _____

TITLE _____ DATE _____

1ST LIENHOLDER

NONE



DIVISION OF MOTOR VEHICLES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

CARL A. FORD
DIRECTOR

Control Number **76962632**

FRED G. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)
ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to

Purchaser River Grove Mobile Home Village Address 8440 Highway 451 Micco FL 32976

Selling Price \$ 750.00 Date Sold 4-13-2014

I/We state that this 5 or 6 digit odometer now reads (xx) (no tenths) miles, date read _____ and to the best of my knowledge

that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

CAUTION
DO NOT CHECK
BOX IF ACTUAL
MILEAGE

- I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser River Grove Mobile Home Village

Signature of Co-Purchaser Bonnie E Douglas

Signature of Seller Dale Lunn

Printed Name of Purchaser River Grove Mobile Home Village

Printed Name of Co-Purchaser _____

Printed Name of Seller DALE LUNN

Printed Name of Co-Seller _____

(When Applicable) Selling Dealer's License Number _____ Tax No. _____ Tax Collected \$ _____

Auction Name _____ License Number _____

VOID IF ALTERED

VOID IF ALTERED

The following
is the title for
MARK FERRY
5750 RIVER GROVE DR.

FLFL2A950322013

FLFL2B950322013

EXHIBIT "C"

RENT ROLL

See attached.

Rent Roll & Recurring Charges

Properties: River Grove Mobile Home Vlg I ,River Grove Mobile Home Vlg II
As of 12/31/21

Tenant	ID	Unit	Unit Type	LOT	MRTGGE	RC	STOR	ROOF	MISC	Total
River Grove Mobile Home Vlg I										
RIVER GROVE MOBIL	74	8442 U.S. Hwy 1	Home	0.00	0.00	650.00	0.00	0.00	0.00	650.00
HEINZE, DONALD	1	LOT 1	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
QUATTRY, ROBERT	2	LOT 2	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
ADAMS, DONALD	3	LOT 3	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
LAFLAMME, ROBERT	4	LOT 4	Lot	450.00	0.00	0.00	0.00	0.00	0.00	450.00
INGRAM, MEASHELL	460	LOT 5	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
SULLIVAN, MONIQUE	6	LOT 6	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
CZAJA, JENNIFER	7	LOT 7	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
CARFAGNO, MARIO	194	LOT 8	Home	500.00	0.00	0.00	0.00	0.00	0.00	500.00
PLATT, NANCY	442	LOT 9	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
GUY, PAUL	9	LOT 10	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
DeANGELIS, PAULA	180	LOT 11	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
MUISE, MARY LOU	11	LOT 12	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
PERKS, RONALD	12	LOT 13	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
SANTURE, CLYDE	13	LOT 14	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
TONER, JUDY	425	LOT 15	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
HANBY, BRENDA	190	LOT 16	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
KING, FRANCINE	16	LOT 17	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
FARQUHAR, BARBAR	17	LOT 18	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
HIGH, PATRICIA	185	LOT 19	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
TONER, JUDY	427	LOT 20	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
STEPHENS, EDWARD	20	LOT 21	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
RASK, WILLARD	21	LOT 22	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
FERRY, MARK	22	LOT 23	Loan	500.00	0.00	0.00	0.00	0.00	0.00	500.00
HESS, DANIEL	419	LOT 24	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
FRUECHTE, KEITH	24	LOT 25	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
KNAPP, MARIE	25	LOT 26	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
STARK, ROBERT	26	LOT 27	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
AGIN, LEONARD	202	LOT 28	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
SIRAGUSA, STEPHEN	188	LOT 29	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
PERDUE, CHARLES	175	LOT 30	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
McLELLAN, TOAN	30	LOT 31	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
BURNS, MILDRED	31	LOT 32	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
LEE, MEI	32	LOT 33	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
KRUG, BARBARA	33	LOT 34	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
SMAGLIS, PAMELA	422	LOT 35	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
BEAKBANE, LESLI	186	LOT 36	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
MAIR, DEVAN	452	LOT 37	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
SMITH, GLENN	37	LOT 38	Loan	500.00	0.00	0.00	0.00	0.00	0.00	500.00
COULOMBE, TIMOTH'	38	LOT 39	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00

Tenant	ID	Unit	Unit Type	LOT	MRTGGE	RC	STOR	ROOF	MISC	Total
BENNETT, ELAINE	409	LOT 40	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
DAVIS, RITA	40	LOT 41	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
PRAUGHT, DEIRDRE	467	LOT 42	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
KWESTEL, ROBERTA	42	LOT 43	Lot	525.00	0.00	0.00	0.00	0.00	0.00	525.00
REISEN, JOYCELYN	43	LOT 44	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
VARGAS, ILEANA - SA	404	LOT 45	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
HAY, HARRIET	45	LOT 46	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
SIRAGUSA, STEPHEN	184	LOT 47	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
PAINE, WILLIAM	47	LOT 48	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
KEOGAN, PATRICIA	48	LOT 49	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
MORRISON, ROD	171	LOT 50	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
CLINTON, DAVID	50	LOT 51	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
KEARNEY, PETER	51	LOT 52	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
ROBERTS, CHARLES	52	LOT 53	Lot	500.00	0.00	0.00	0.00	200.00	0.00	700.00
POFF, SUE	53	LOT 54	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
ANDERSON, RUTH	54	LOT 55	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
BOORMAN, SUSAN	55	LOT 56	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
BELL, CAROLYN	56	LOT 57	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
SIRAGUSA, CHRISTO	444	LOT 58	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
JOHNSON, SHERRIN	58	LOT 59	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
PENNETT, BRYAN	177	LOT 60	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
REBELO, TRACEY	183	LOT 61	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
PIMENTEL, LORRAINE	61	LOT 62	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
MAIR, DEVAN	450	LOT 63	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
CHOQUET, RAYMONI	63	LOT 64	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
SIRAGUSA, CHRISTO	469	LOT 65	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
WILLIAMS, LAWRENC	65	LOT 66	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
RIVERA, LUIS	67	LOT 68	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
MILLWATER, WAYNE	68	LOT 69	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
CIRILLO, DOLORES	173	LOT 70	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
TRITT, JACK	413	LOT 71	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
BRADFORD, BRETT	400	LOT 72	Lot	500.00	0.00	0.00	0.00	0.00	0.00	500.00
FERRY, MARK	192	LOT 73	Lot	500.00	200.00	0.00	0.00	0.00	0.00	700.00
Property Total				36975.00	200.00	650.00	0.00	200.00	0.00	37025.00
Property Counts	73	73		72	1	1	0	1	0	
River Grove Mobile Home Vig II										
FRANCHER, CYNTHIA	75	LOT 1	Lot	490.00	0.00	0.00	30.00	0.00	0.00	520.00
LEEDY, KEVIN	76	LOT 2	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
MANNING, JEANNE	77	LOT 3	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
KEDZIOR, DIANE	78	LOT 4	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
WRIGHT, CHARLES	79	LOT 5	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
INSKEEP, PATRICIA	80	LOT 6	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
BIRCH, JOHN	81	LOT 7	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
KUVSHNIKOV, JOSEI	82	LOT 8	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
HATCH, THOMAS	195	LOT 9	Lot	515.00	0.00	0.00	0.00	0.00	0.00	515.00

Tenant	ID	Unit	Unit Type	LOT	MRTGGE	RC	STOR	ROOF	MISC	Total
ROGERS, WAYNE	84	LOT 10	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
MITCHELL, ROBERT	85	LOT 11	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
GREEN, LORRAINE	86	LOT 12	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
BRADY, RICHARD	87	LOT 13	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
IRWIN, DWIGHT	88	LOT 14	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
RING, MICHAEL	471	LOT 15	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
DRISCOLL, TIMOTHY	90	LOT 16	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
KINCAID, SHARON	91	LOT 17	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
KEGRIS, VERONICA	92	LOT 18	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
LANDRY, MICHAEL	423	LOT 19	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
FOSTER, THOMAS	94	LOT 20	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
COFFEY, RAY	429	LOT 21	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
KEGRIS-RODGERS, V	96	LOT 22	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
BRATIANU, DAVID	97	LOT 23	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
HERNANDEZ, ISAIAS	98	LOT 24	Lot	490.00	216.49	0.00	0.00	0.00	0.00	706.49
GREENE, PATRICIA	99	LOT 25	Lot	460.00	0.00	0.00	0.00	0.00	0.00	460.00
McBREAIRTY, BONIT/	100	LOT 26	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
BASSHAM, CHARLES	101	LOT 27	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
SODERBERG, DAVID	102	LOT 28	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
HARRINGTON, KATHE	103	LOT 29	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
OLIVER, MIKE	104	LOT 30	Lot	490.00	0.00	0.00	30.00	0.00	0.00	520.00
VICKERS, COLLEEN	458	LOT 31	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
GELL, FRANZ	107	LOT 32	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
ALDRICH, LYNDEN	106	LOT 33	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
ONEIL, ELIZABETH	108	LOT 34	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
FRANGIONE, ROBER'	109	LOT 35	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
LANGON, MARGARET	110	LOT 36	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
IRWIN, DWIGHT	111	LOT 37	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
HALE, SIDNEY	113	LOT 39	Lot	490.00	0.00	0.00	30.00	0.00	0.00	520.00
HAVENS, DENNIS	114	LOT 40	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
WINKLEMAN, ROBER	115	LOT 41	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
AVELINE, STEVEN	116	LOT 42	Lot	460.00	0.00	0.00	0.00	0.00	0.00	460.00
MOYER, DON	438	LOT 43	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
HALE III, SIDNEY	181	LOT 44	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
GERAGHTY, WILLIAM	119	LOT 45	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
VANCE, SELENA	455	LOT 46	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
LILLY, GWENDOLYN	121	LOT 47	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
WEHRBERGER, CUR'	122	LOT 48	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
VANCE, SELENA	448	LOT 49	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
GORDEN, GLENN	124	LOT 50	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
ANDERSON, TREVOR	178	LOT 51	Lot	490.00	0.00	0.00	30.00	0.00	0.00	520.00
HEIDELBAUER, MARY	126	LOT 52	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
ZIEGLER, RONALD	127	LOT 53	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
SCOTT, WILLIAM	440	LOT 54	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
STUART, GEORGE	129	LOT 55	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
PENHALIGAN, DR. BA	130	LOT 56	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00

Tenant	ID	Unit	Unit Type	LOT	MRTGGE	RC	STOR	ROOF	MISC	Total
FISHER, MARVIN	131	LOT 57	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
GARRETT, ISABEL	132	LOT 59	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
WADE, JAMES	133	LOT 60	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
LAVORO, KATHLEEN	134	LOT 61	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
CULP, JAMES	135	LOT 62	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
SELLARS, LANA	189	LOT 63	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
WEILAND, DAVID	137	LOT 64	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
HARRISON, VICTOR	138	LOT 65	Lot	490.00	0.00	0.00	30.00	0.00	0.00	520.00
KOCON, WALTER	139	LOT 66	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
QUATTRY, ROBERT	182	LOT 67	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
PERRAULT, KIM	141	LOT 68	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
HOLLIS, CELIA	142	LOT 69	Lot	490.00	0.00	570.00	0.00	0.00	0.00	1,060.00
LAW, ARLENE	143	LOT 70	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
CRAMER, ROGER	144	LOT 71	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
RICHTER, PAUL	145	LOT 72	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
GELL, GREGORY	146	LOT 74	Lot	490.00	0.00	0.00	30.00	0.00	0.00	520.00
TAYLOR, JANICE	402	LOT 75	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
CHEW, CONNIE	148	LOT 76	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
PISCIOTTANO, KATH	149	LOT 77	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
NORDYKE-SHELLEY,	416	LOT 78	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
GRIWICKI, LEONA	151	LOT 79	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
HARRISON, JOHN	187	LOT 80	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
KAKAS, RONALD	152	LOT 81	Lot	490.00	218.21	0.00	0.00	0.00	0.00	708.21
KELLY, MARJORIE	153	LOT 82	Lot	490.00	0.00	0.00	0.00	0.00	75.00	565.00
ALVARADO, ROSE	154	LOT 83	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
WALTERS, JULIA	155	LOT 84	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
LISTER, LORI	156	LOT 85	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
VANCOUTREN, CHRI	157	LOT 86	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
HITCHINS, CAROL	158	LOT 87	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
CIANCI, RICHARD	159	LOT 88	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
SZOKE, PAUL	160	LOT 89	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
EVERNHAM, WILLIAM	161	LOT 90	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
SHAFFER, PAUL	162	LOT 91	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
MARTIN, ERIC	163	LOT 92	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
TRAVIS, MARY	398	LOT 93	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
MORALES, LORI	165	LOT 94	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
SIDWELL, NANCY	166	LOT 95	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
IRWIN, DWIGHT	167	LOT 96	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
SAUNDERS, RICHAR	168	LOT 97	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
BEMIS, DAVID	191	LOT 98	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
BIXLER, DENNIS	170	LOT 99	Lot	490.00	0.00	0.00	0.00	0.00	0.00	490.00
Property Total				47005.00	434.70	570.00	180.00	0.00	75.00	48264.70
Property Counts	96	96		96	2	1	6	0	1	
Overall Total				82980.00	634.70	1220.00	180.00	200.00	75.00	85289.70

Rent Roll & Recurring Charges (Summary)

Totals for 170 Tenants

Charge Type	Description	Customers	% Charged	% of Total \$	Amount
LOT	LOT RENT	168	98.8%	97.3%	82,980.00
MRTGGE	Mortgage Payment	3	1.8%	0.7%	634.70
RC	Rent Charge	2	1.2%	1.4%	1,220.00
STOR	Storage Rental Fee	6	3.5%	0.2%	180.00
ROOF	Roof Replacement Fee	1	0.6%	0.2%	200.00
MISC	Miscellaneous Repair Fee	1	0.6%	0.1%	75.00
Total receipts:					85,289.70

EXHIBIT "D"

LIST AND DESCRIPTION OF SERVICE CONTRACTS

See attached.

Amendment 1

Operation Services Agreement

THIS ADMENDNENT is made by U.S. Water Services Corporation, and River Grove Mobile Home Village 1 & 2, Ltd., parties to the agreement Operation Services Agreement effective dated April 1, 2018.

Purpose:

- To reduce level of service
- Adjust pricing to the Monthly Service Fee

The Agreement is amended as follows:

Reduce level of service by no longer operating the water treatment plant effective

Level of service for the wastewater will remain unchanged

Monthly Service Fee effective November 1, 2019 is \$ \$744.79

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Client

River Grove Mobile Home Village 1 & 2 Ltd

By: Richard Bass

01/03/20

Signature

Date

RICHARD BASS, UTILITY MGR

Print Name and Title

Contractor

U.S. Water Services Corporation

By: EL Mosher

12/9/19

Date

Gm

Title



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

CUSTOMER SERVICES AGREEMENT

BETWEEN

Re: River Grove MHP

AND

U.S. Water Services Corporation

THIS AGREEMENT is to commence on _____ 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 MHP** being the lawful facility operator/agent/tenant/owner (*specify*), hereafter referred to as Owner, whose mailing address is: **8440 US Highway 1, Micco, 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 Groves MHP** where the property is owned by River Groves and physically located at: **8440 US Highway 1** in Brevard County, as detailed below

I. Customer Service:

USWSC is prepared to conduct Customer Service for River Grove. The following is the Scope of Work. This scope and pricing below is based on River Grove installing an AMR system whereby reads are captured by an electronic reading devise which allows for "drive-by" reading versus the utilization of a manual read system:

- Provide a customer information system (CIS) to be used to provide customer service to the customers of River Grove and their management.
- Provide financial reports on a monthly basis (to be determined by River Grove and USWSC)
- Monthly meter reading
- Prepare and mail monthly bills to customers and also will provide a lock box for payments



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

- Provide several payment methods
- Call Center activities; take calls, answer questions, bill consultation, etc.
 - Call Center Office hours 8:00am – 5:00 pm EST
- Generate and manage service orders
- Provide afterhours emergency notification to USWSC personnel to be dispatched to render service deemed an emergency
- *It is our understanding that River Grove will perform field services duties associated with shut-offs, turn-ons, etc.*
- USWSC will require 30-45 days to establish the CIS and to prepare to take calls

II. Payment Terms and Schedule

- (a) Owner will pay **AMOUNT** per month for customer services. Monthly price will be billed in a lump sum at the beginning of each month for that month's services.

Monthly Price for Customer Services: \$1,871.89/month.

- (b) 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).

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



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

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 two calendar years, and will automatically renew unless otherwise notified by either party no later than 90 days prior to the contract anniversary. Either party may cancel or terminate this contract for any reason with a ninety (90) 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
8440 US Highway 1
Micco, 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 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 6 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.



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

Exhibit A

SCHEDULE OF SERVICE FEES

Effective May 1, 2014

1	Principal	\$169.02 per hour
2	Director of Engineering Services: (Registered Professional Engineer)	\$148.08 per hour
3	Engineer III (Registered Professional Engineer)	\$132.23 per hour
4	Engineer II	\$108.42 per hour
5	Engineer I	\$ 85.59 per hour
6	Sr. Environmental Consultant	\$127.59 per hour
7	Hydrogeologist (Registered Professional Geologist)	\$119.94 per hour
8	Sr. Project Manager /Utility Manager, CIP or PSC Filings	\$141.75 per hour
9	Project Manager	\$ 100.40 per hour
10	Field Inspector	\$ 97.30 per hour
11	Engineering Technician	\$ 63.07 per hour
12	Cad Operator	\$ 67.99 per hour
13	Instrumentation/Control Technician/Maintenance Supervisor/Chief Mechanic	\$ 90.77 per hour
14	Lab Tech/Collection Capture	\$ 43.30 per hour
15	Maintenance Technician	\$ 58.36 per hour
16	Welder/Fabricator	\$ 65.98 per hour
17	Utility Electrician	\$ 68.84 per hour
18	Certified Cross Connection Control Technician (Backflow Prevention Technician)	\$ 74.47 per hour
19	Water and Wastewater Plant Operator (LEAD)	\$ 80.20 per hour
20	Water and Wastewater Plant Operator	\$ 59.06 per hour
21	Administrative Support	\$ 53.16 per hour
22	Materials and reimbursable expenses will be billed at actual cost plus: 25%	25%
23	Automobile Travel Mileage Reimbursement Associated With Consulting Services	\$ 0.56 per mile
24	Disposal Fee for Disposal of Non Hazardous Material and Debris.	\$ 14.20 per visit
25**	Labor Rates of 1.5 times the regular hourly rate will apply under the following circumstances: **Monday - Friday from 4:00pm to 7:00am and Weekends at All Hours	
26	Labor Rates of 2.0 times the regular hourly rate will apply on holidays recognized by US Water.	
27	Operations Supplies provided will be billed at actual cost plus 25%.	

EQUIPMENT

28	Confined Space Entry – With Permit and Equipment	\$111.65 per/entry
29	Diaphragm Pump Rental	\$ 53.16 per/day
30	Submersible Bypass Pump Rental	\$ 80.20 per/day
31	Cut Saw Rental	\$ 29.55 per/day
32	Cut Saw Blades	\$ 11.82 each
33	RPZ Certification	\$147.78 each
34	Lift Station Calibration and Testing	\$374.31 each
35	Pressure Washer	\$ 28.46 per/hour
36	Pressure Jetter	\$ 85.95 per/day
37	Cutting Torches	\$ 85.95 per/day
38	Crane Truck	\$140.19 per/hour
39	VacTruck/Residuals Hauler	\$322.27 per/hour
40	Residual Liquid Hauled	\$ 0.40 per/gallon
41	Pump Hoist	\$ 79.25 per/day
42	TV Camera	\$ 89.85 per/foot

Fees are subject to change without notice and are updated annually at a minimum.
Invoices may be subject to fuel surcharges.

END

INDEPENDENT CONTRACTOR AGREEMENT

I. **The Parties.** This Agreement is made between:

Client: River Grove Utilities Inc with a mailing address of 8440 US Highway 1, City of Mico, State of Florida, ("Client")

AND

Contractor: Treasure Coast Cuts with a mailing address of 2215 47th Avenue, City of Vero Beach, State of Florida, ("Contractor").

WHEREAS the Client intends to pay the Contractor for Services provided, effective April 1, 2020, under the following terms and conditions:

II. **The Services.** The Contractor agrees to perform the following: Collect water meter Data For Park 1 and Park 2

Hereinafter known as the "Services".

III. **Payment.** In consideration for the Services to be performed by the Contractor, the Client agrees to pay the following: (check one)

- \$ ___ / Hour.
- \$ ___ for the Services.
- Commission in the amount of: _____.
- Other: \$ 3.20 per meter

Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

The Contractor agrees to be paid: (check one)

- At completion of the Services performed.
- On a weekly monthly quarterly basis beginning on April 1, 2020 until the completion of the Services.
- Other, _____.

IV. **Due Date.** The Services provided by the Contractor shall: (check one)

- Be completed by _____, 20__.
- Not have a due date.
- Other, _____.

V. **Expenses.** The Contractor shall be: (check one)

- Responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs,

employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

- *Reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement: _____

*The Client will be required to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement from the Contractor. Upon request by the Client, the Contractor may have to show any receipt(s) or proof of purchase for said Expense(s).

VI. Liability Insurance (Minimum (\$) Amount). The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The minimum amount (\$) for the Liability Insurance shall: (check one)

- Be a minimum amount of combined single limit of \$ _____
 - Not have a minimum amount required.

VII. Termination. This Agreement shall terminate upon the: (check one)

- Completion of the Services provided.
 - Date of _____, 20____.
 - Other. Automatically Renewing Annual Contract

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

VIII. Option to Terminate. The Client and Contractor shall: (check one)

- Have the option to terminate this Agreement at any time by providing 30 days' written notice.
 - Not have the option to terminate this Agreement unless there is reasonable cause, as defined in Section VII.

IX. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Contractor, nor the Contractor's employees or personnel, shall be required

to wear any uniforms provided by the Client; The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor; Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement; and Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

X. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XI. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

XII. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible for shall be liable to all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

XIII. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XIV. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XV. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XVI. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any

written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's Services to the Client. Upon termination of the Contractor's Services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

XVII. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and The Client will be entitled to use Contractor's name and/or likeness in advertising and other materials.

XVIII. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

XIX. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVI & XVII of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XX. Governing Law. This Agreement shall be governed under the laws in the State of Florida.

XXI. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXII. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXIII. Additional Terms and Conditions. Billing Subject to change Based on additional Services Rendered.

XXIV. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

Client's Signature C. Steven Douglas Date 4/1/2020

Print Name C. Steven Douglas

Contractor's Signature [Signature] Date April 1, 2020

Print Name Steven D. Harfield

EXHIBIT "E"

SCHEDULE OF PROPERTY INFORMATION

[to the extent in Seller's possession]

1. **Physical Documents**

- a) Site plan.
- b) List of all major capital improvements completed during the last 5 years, including date of completion and cost.
- c) The most recent title policy and survey of the Subject Premises.
- d) The most recent Phase I Environmental Report and Physical Condition Report, if available.
- e) Inventory of all personal property including equipment, tools, vehicles, etc.
- f) Summary of all Seller-owned manufactured homes to be transferred with the Subject Premises stating all relevant information including homesite number, serial number, decal number, make/model and single/double-wide.
- g) As-built plans or other available park drawings for the site, improvements and utility systems, if available.
- h) Copies of any and all available engineering and inspection reports.
- i) Domain name registrations and website development and maintenance agreements.

2. **Residency Documents**

- a) Current rent roll and monthly rent rolls for the prior two years and year-to-date. The current rent roll should indicate the following for each space: (1) resident name; (2) whether rental is month to month or subject to a written lease; (3) lease commencement date; (4) lease termination date; (5) current base rental rate; (6) anniversary date of scheduled rent increases; (7) next scheduled increase amount; (8) all economic concessions that cause actual rents to differ from scheduled rents; and (9) the amount and date of deposit of any security deposit.
- b) Copies of all resident leases and lease files.
- c) Delinquency or accounts receivable reports for each month for the prior two years and year-to-date.
- d) A record of any evictions (including a schedule of pending evictions and other litigation) and any write-offs of uncollectable rents for the past two years and year-to-date.
- e) Copy of all rent increase notices for the past three years.

3. **Financial Statements and Supporting Documents**

- a) Audited or owner-certified year-end financial statements, balance sheets and statements of cash flow for the prior two calendar years and the current year-to-date including detail on all capital expenditures. For any non-recurring and extraordinary expenses or income, please indicate the amounts with an explanation and copies of corresponding receipts, bids, or invoices.
- b) Copies of corresponding general ledgers for the prior two years and the current year-to-date.
- c) Copies of monthly bank statements and all bank reconciliations for the prior two years and year-to-date.

- d) Copies of all utility bills, including sewer, water, trash, gas, electric, telephone, and cable television, for the prior year and current year-to-date.
- e) Copies of certificates of insurance.
- f) Copies of invoices for all capital expenditures, maintenance and repair bills over \$1,000 for the prior year and the current year-to-date.
- g) Summary of the current employee payroll including all benefits provided: salary, housing, utilities, insurance, vacation, sick leave, retirement plan, etc. Indicate each employee's regular hours per week and job classification or title.
- h) Copies of the prior two years' and current year's real estate and personal property tax bills, with the assessment and tax rate indicated. Please include any proposed assessments for the current or forthcoming year, and details on special assessments or other special charges levied on the Subject Premises or currently under consideration.
- i) Copies of all written service contracts and listing agreements for the sale of any tenant-owned homes and a summary of all oral service contracts and listing agreements.
- j) Copies of all certificates of title to any Personal Property being transferred hereunder.
- k) Copies of the organizational documents, if any, of the Seller.

4. Governmental Approvals

- a) Copies of all applicable permits and licenses including, but not limited, to the following: business registration certificate, permit to operate a mobile home park, certificate of occupancy, pool permit, zoning and conditional use permit(s), permit to operate a cable or other utility franchise.
- b) Any available documents or correspondence relating to regulatory actions or proceedings including, without limitation, those relating to condemnation, tax assessment, zoning and subdivision, violations of local or state laws.
- c) All material data, correspondence, documents, agreements with, notices to or from, or applications to, any taxing authorities, governmental agencies, utilities, vendors, tenants and mortgagees with respect to the Subject Premises that are in Seller's possession or control, all other documents material to the condition, maintenance or operation of the Subject Premises, and all other information and documents relating to the Subject Premises as Purchaser shall reasonably request.

EXHIBIT 19-A
MAP

See attached.



EXHIBIT 19-B
Form of Office Lease

See attached.

LEASE

THIS LEASE is made between [_____], hereafter called "Lessor," whose address for purposes of notice under this lease is [_____], and River Grove Mobile Home Sales Corp., hereafter called "Lessee," whose address for purposes of notice under this lease is 8442 U.S Highway 1, Micco, Florida, 32976.

The parties agree as follows:

1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. Lessor leases to Lessee, and Lessee rents from Lessor, the following described commercial property: a freestanding office located at 8442 U.S. Highway 1, Micco, Florida, together with the premises outlined in the sketched attached hereto as Exhibit A. .

2. TERM OF LEASE. The term of the lease is as follows:

The term of this lease shall be a period of five years, commencing on [_____, 2022], at 12:01 a.m., and ending at midnight on [_____, 2027]. Provided, however, that the Lessee shall have the right to renew this lease for an additional term of five years, on like terms and conditions, by delivering a written notice of intention to renew lease to Lessor no later than 90 days from the end of the term. The rent shall increase by 10% during the second five-year term.

3. RENTAL.

a. Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate, the minimum annual rent of \$7,800 in lawful money of the United States of America.

b. The minimum annual rent shall be payable in monthly installments of \$650.00, plus applicable sales tax, and shall be paid in advance on the first day of each

calendar month during the term of this lease and any renewal of it.

c. All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due to Lessor at the place Lessor designates in writing. If any payment is not received by Lessor by midnight on the 10th day following the day on which the payment is due, a late fee equal to 5% of the delinquent payment shall be due from Lessee to Lessor as additional rent.

d. The first month's rent and the last month's rent shall be paid when this lease is signed.

4. TAXES. Lessor shall be responsible for all municipal, county, or state taxes assessed during the term of this lease on the leased real property. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of Lessee in and about the premises, provided, however, that if any taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

5. SECURITY DEPOSIT. Concurrent with the execution of this lease, Lessee has deposited with Lessor the sum of \$1,000, the receipt of which is acknowledged by Lessor. This sum shall be retained by Lessor as security for Lessee's payment of the agreed rent. If at any time Lessee defaults in any provision of this lease, Lessor will have the right to use the deposit or as much of it as may be necessary to pay any rent in default, any expense incurred by Lessor in curing any default by Lessee, or any damages incurred by Lessor by reason of Lessee's default. Lessor may retain the deposit at its option in liquidation of the damages it suffers by reason of Lessee's default. If the deposit is not used for any such purpose, it shall be refunded to Lessee within 15 days after the expiration of the term of this lease and timely surrender of the premises. Lessee will not be entitled to interest on the security deposit.

6. SUBORDINATION. This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

7. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it comes due; to use the premises in a careful and proper manner for the express purpose of operating a mobile homes sales business; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises.

b. To pay all costs of fuel, electricity, garbage, telephone, and all other utilities used on the premises. All those amounts shall be paid within 10 days of becoming due.

c. To maintain at all times during the lease term, at Lessee's cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the premises, in an amount of at least \$1,000,000 for injuries to persons in one accident, \$1,000,000 for injuries to any one person, and \$1,000,000 for damages to property. The insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Florida. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up and copies of the

insurance policies issued by the insurance companies. Lessee further agrees to maintain at all times during the lease term, at Lessee's cost, broad-coverage fire and casualty insurance on its property (including inventory) and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year. If Lessee fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Lessor may obtain the insurance, and the premiums on that insurance will be considered additional rental to be paid by Lessee to Lessor on demand.

d. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

e. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorney fees in connection with it, including attorney fees on appeal.

f. DELETED.

g. DELETED.

h. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

i. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor reasonably may desire, at all reasonable times, and to permit Lessor to put on the leased premises a notice that Lessee may not remove stating that the premises are for rent one month preceding the expiration of this lease.

8. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

a. Lessor will warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.

b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the premises tenable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor.

If the premises are not rendered tenantable within that time, either party will have the right to terminate this lease by written notice to the other. In the event of such termination, the rent shall be paid only to the date of the damage. If the lease is not terminated, rent shall nevertheless be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

c. Lessor will maintain the building and premises in its present state of repair.

d. Lessor will perform all maintenance and repair required to keep the heating and air-conditioning equipment serving the leased premises in good operating condition during the term of this lease and any renewal term

9. DEFAULT IN PAYMENT OF RENT. If any rent required by this lease is not paid when due, Lessor will have the option to:

a. Terminate this lease, resume possession of the property, and recover immediately from Lessee the difference between the rent specified in the lease and the fair rental value of the property for the remainder of the term, reduced to present worth; or

b. Resume possession and re-lease or rent the property for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent comes due under this lease, whichever Lessor may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

10. DEFAULTS OTHER THAN RENT. If either Lessor or Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for 10 days after a written notice specifying the required performance

has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorney fees; or (b) Lessor or Lessee may, after 30 days' written notice to the other, comply with the agreement or correct any such breach, and the costs of that compliance shall be payable on demand.

11. **INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE.** If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

12. **LESSOR TO HAVE LIEN.** Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the leased premises during the lease term, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorney fees.

13. **ELECTION BY LESSOR NOT EXCLUSIVE.** The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be

made by the Lessee shall not act to waive any other additional rent or payment then due. Even with Lessor's knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be considered to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be considered to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent directly to Lessor only after Sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

14. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed or delivered to the leased premises, and proof of mailing or posting of those notices to the leased premises will be considered the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

15. CAPTIONS. The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

16. FLORIDA LAW. This lease will be governed by the laws of the state of Florida, as to both interpretations and performance.

17. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

18. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

19. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on [_____, 2022].

Signed, sealed, and delivered by

LESSOR:

LESSEE:

River Grove Mobile Home Sales Corp.

EXHIBIT 6(F)
WTP Repairs

1. Install two new surge pumps into the existing surge tank.
2. Reinstall the rebuilt blower.
3. Clean out sewage pond.
4. Clean out retention pond.

THIRD AMENDMENT TO PURCHASE AGREEMENT

This Third Amendment to Purchase Agreement (this “**Amendment**”), is made and entered into as of March 3, 2022 (the “**Effective Date**”), by and among (i) **RIVER GROVE MOBILE HOME VILLAGE I & II, LTD.**, a Florida limited partnership (“**Community Seller**”), (ii) **RIVER GROVE UTILITIES, INC.**, a Florida corporation (“**RGU**” and collectively with Community Seller, the “**Seller**”), and **COBBLESTONE MHC FUND II ACQUISITION LLC**, a Delaware limited liability company (“**Purchaser**”).

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Purchase Agreement dated as of January 14, 2022, as amended by that certain First Amendment to Purchase Agreement dated as of February 18, 2022, and as further amended by that certain Second Amendment to Purchase Agreement dated as of February 25, 2022 (as amended, the “**Purchase Agreement**”);

WHEREAS, Seller and Purchaser desire to amend the Purchase Agreement as set forth below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated as if fully rewritten and restated in the body of this Amendment.

2. **Amendments to Purchase Agreement.**

(a) **Section 3(C)** of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

Purchase Price Allocation. On or prior to Closing, Purchaser may elect to provide to Seller the allocation of the Purchase Price among the Real Estate, building and improvements, personal property, leases and intangible personal property, and/or WTP, all as reasonably designated by Purchaser, and Seller shall execute such reasonable documentation as Purchaser may request to evidence its agreement to such allocations.”

(b) Seller shall use commercially reasonable efforts to cause that certain building code violation issued by the Brevard County Board of County Commissioners, Planning and Development Department, identified as Case Number 17CE-01926, which affects the resident property located at 6040 River Grove Drive, Micco, Florida 32976, to be corrected and otherwise brought into compliance on or prior to Closing.

3. **Miscellaneous.**

(a) From and after the date hereof, each reference in the Purchase Agreement to “this Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, shall mean and be a reference to the Purchase Agreement as amended hereby.

(b) Except as specifically set forth above, the Purchase Agreement shall remain unaltered and in full force and effect and the respective terms, conditions or covenants thereof are hereby in all respects ratified and confirmed.

(c) In the event of any conflict between the terms contained in this Amendment and the Purchase Agreement, the terms herein contained shall supersede and control with respect to the matters contained herein.

4. **Binding Effect.** This Amendment is binding on and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Severability.** In the event any section, or any sentence within any section, is declared by a court of competent jurisdiction to be void or unenforceable, such sentence or section shall be deemed severed from the remainder of this Amendment and the balance of this Amendment shall remain in full force and effect.

6. **Counterparts; Facsimile.** This Amendment may be executed in one or more counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Amendment that has attached to it separate signature pages, which altogether contain the signatures of all parties, shall for all purposes be deemed a fully executed instrument. A copy of this Amendment sent by facsimile with facsimile signatures thereon, or any other electronic signature, shall be deemed an original for all purposes and the electronic signature of a party shall have the same effect as an original signature.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment on the date first written above.

SELLER:

**RIVER GROVE MOBILE HOME VILLAGE I
& II, LTD.,** a Florida limited partnership

By: RIVER GROVE MOBILE HOME
VILLAGE, INC.

Its: General Partner

By: Bonnie E. Douglas
Name: Bonnie E. Douglas
Its: President

RIVER GROVE UTILITIES, INC.,
a Florida corporation

By: Bonnie E. Douglas
Name: Bonnie E. Douglas
As Its: President

PURCHASER:

Cobblestone MHC Fund II Acquisition LLC, a
Delaware limited liability company

By: 

Name: Erik D. Hagen

Title: Authorized Signatory

FOURTH AMENDMENT TO PURCHASE AGREEMENT

This Fourth Amendment to Purchase Agreement (this “**Amendment**”), is made and entered into as of April 6, 2022 (the “**Effective Date**”), by and among (i) **RIVER GROVE MOBILE HOME VILLAGE I & II, LTD.**, a Florida limited partnership (“**Community Seller**”), (ii) **RIVER GROVE UTILITIES, INC.**, a Florida corporation (“**RGU**” and collectively with Community Seller, the “**Seller**”), and **COBBLESTONE MHC FUND II ACQUISITION LLC**, a Delaware limited liability company (“**Purchaser**”).

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Purchase Agreement dated as of January 14, 2022, as amended by that certain First Amendment to Purchase Agreement dated as of February 18, 2022, as further amended by that certain Second Amendment to Purchase Agreement dated as of February 25, 2022, and as further amended by that certain Third Amendment to Purchase Agreement dated as of March 3, 2022 (as amended, the “**Purchase Agreement**”);

WHEREAS, pursuant to that certain Order No. PSC-2020-0059-PAA-WS issued on February 24, 2020 by the Florida Public Service Commission (“**PSC**”) attached hereto as Exhibit A (the “**PSC Order**”), the PSC authorized RGU, pursuant to Certificate Nos. 674-W and 575-S, respectively, to provide water and wastewater service within the territory described in such Order (the “**PSC Certificates**”);

WHEREAS, the territory described in such Order includes the Subject Premises (as defined in the Purchase Agreement), as well as (i) that certain approximately 104.03-acre vacant tract located adjacent to and immediately to the west of the Subject Premises and identified as Parcel No. 30-38-14-00-266 (the “**Vacant Parcel**”), (ii) that certain approximately 5.06-acre tract located adjacent to and immediately to the north of the Vacant Parcel and identified as Parcel No. 30-38-14-00-273 (the “**Single Family Parcel**”), and (iii) that certain approximately 5.06-acre tract located adjacent to and immediately to the north of the Vacant Parcel and identified as Parcel No. 30-38-14-00-278 (the “**Multifamily Parcel**” and collectively with the Vacant Parcel and the Single Family Parcel, the “**Adjacent Properties**”);

WHEREAS, RGU does not currently provide water or wastewater services to the Adjacent Properties;

WHEREAS, (i) the Vacant Parcel is owned by Bonnie E. Douglas, individually (“**Bonnie E. Douglas**”), and (ii) the Single Family Parcel and the Multifamily Parcel are each owned by Bonnie E. Douglas, as trustee of the Bonnie E. Douglas Trust dated October 13, 1999 (the “**Bonnie E. Douglas Trust**”);

WHEREAS, Bonnie E. Douglas, both individually and in her capacity as trustee of the Bonnie E. Douglas Trust, are indirect owners of Seller;

WHEREAS, upon the transfer of the WTP from RGU to Purchaser as set forth in Section 17 of the Purchase Agreement, Seller and Purchaser desire to cause the Adjacent Properties to be removed from the territory of the PSC Certificates; and

WHEREAS, in connection with the foregoing recitals, Seller and Purchaser desire to amend the Purchase Agreement as set forth below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The foregoing recitals are hereby incorporated as if fully rewritten and restated in the body of this Amendment.

2. **Amendment to Purchase Agreement**.

(a) In addition to any other documents that may be necessary to validly transfer the WTP to Purchaser or its designee pursuant to Section 17 of the Purchase Agreement, Seller and Purchaser acknowledge and agree that Purchaser intends to apply to the PSC for the (i) transfer of the PSC Certificates to Purchaser or its designee pursuant to and substantially in the same form as the application attached hereto as Exhibit B (the “**PSC Transfer Application**”), and (ii) amendment of the PSC Certificates to delete the Adjacent Properties from the PSC Certificates pursuant to and substantially in the same form as the amendment attached hereto as Exhibit C (the “**PSC Deletion Amendment**” and together with the PSC Transfer Application, the “**PSC Transfer Documents**”). Seller agrees to cooperate with Purchaser as necessary in the completion, execution, submission and request for approval of PSC Transfer Documents.

(b) Each of (i) Seller, (ii) Bonnie E. Douglas, individually, and (iii) Bonnie E. Douglas, as trustee of the Bonnie E. Douglas Trust, consent to the PSC Transfer Documents, including the deletion of the Adjacent Properties from the territory of the PSC Certificates, and hereby waive any notice that may be required under Florida law in connection therewith, including pursuant to Rule 25-30.030, F.A.C.

3. **Miscellaneous**.

(a) From and after the date hereof, each reference in the Purchase Agreement to “this Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, shall mean and be a reference to the Purchase Agreement as amended hereby.

(b) Except as specifically set forth above, the Purchase Agreement shall remain unaltered and in full force and effect and the respective terms, conditions or covenants thereof are hereby in all respects ratified and confirmed.

(c) In the event of any conflict between the terms contained in this Amendment and the Purchase Agreement, the terms herein contained shall supersede and control with respect to the matters contained herein.

4. **Binding Effect.** This Amendment is binding on and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Severability.** In the event any section, or any sentence within any section, is declared by a court of competent jurisdiction to be void or unenforceable, such sentence or section shall be deemed severed from the remainder of this Amendment and the balance of this Amendment shall remain in full force and effect.

6. **Counterparts; Facsimile.** This Amendment may be executed in one or more counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Amendment that has attached to it separate signature pages, which altogether contain the signatures of all parties, shall for all purposes be deemed a fully executed instrument. A copy of this Amendment sent by facsimile with facsimile signatures thereon, or any other electronic signature, shall be deemed an original for all purposes and the electronic signature of a party shall have the same effect as an original signature.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment on the date first written above.

SELLER:

**RIVER GROVE MOBILE HOME VILLAGE I
& II, LTD.,** a Florida limited partnership

By: RIVER GROVE MOBILE HOME
VILLAGE, INC.

Its: General Partner

By: Bonnie E. Douglas
Name: Bonnie E. Douglas
Its: President

RIVER GROVE UTILITIES, INC.,
a Florida corporation

By: Bonnie E. Douglas
Name: Bonnie E. Douglas
As Its: President

ACKNOWLEDGED AND AGREED:

Bonnie E. Douglas
BONNIE E. DOUGLAS, INDIVIDUALLY AND
AS TRUSTEE OF THE BONNIE E. DOUGLAS
TRUST DATED OCTOBER 13, 1999

PURCHASER:

Cobblestone MHC Fund II Acquisition LLC, a
Delaware limited liability company

By: 
Name: Erik D. Hagen
Title: Authorized Signatory

EXHIBIT A

PSC ORDER

See attached.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for certificates to provide
water and wastewater service in Brevard
County by River Grove Utilities, Inc.

DOCKET NO. 20190147-WS
ORDER NO. PSC-2020-0059-PAA-WS
ISSUED: February 24, 2020

The following Commissioners participated in the disposition of this matter:

GARY F. CLARK, Chairman
ART GRAHAM
JULIE I. BROWN
DONALD J. POLMANN
ANDREW GILES FAY

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING INITIAL RATES, CHARGES, AND CUSTOMER DEPOSITS FOR
RIVER GROVE UTILITIES, INC
AND
ORDER APPROVING WATER AND WASTEWATER
CERTIFICATE NOS. 674-W AND 575-S

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein approving initial rates, charges, and customer deposits is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

I. Background

River Grove Utilities, Inc. (River Grove or Utility) is located in Brevard County, Florida. Based on its application, the Utility provides water and wastewater service to 168 residential customers, two offices, and two clubhouses within the River Grove Mobile Home Village. According to Florida Department of Environmental Protection (DEP) documents, the water and wastewater systems for River Grove were built in the 1970s to service the mobile home park. Since that time, River Grove Mobile Home Village, Inc. (RGMHV) has included the cost of providing water and wastewater service to the residents of the mobile home park (MHP) in the rent. Therefore, pursuant to Section 367.022(5), Florida Statutes (F.S.), RGMHV has been exempt from Florida Public Service Commission (Commission) regulation.

In 2014, the potable water system began experiencing problems meeting drinking water standards for color, total dissolved solids, and total trihalomethanes. 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 and purchase bulk water service from Barefoot Bay. In 2016, DEP issued a consent order that directed RGMHV to take the actions necessary to effect the interconnection with Barefoot Bay, and gave it a two-year time frame to complete. RGMHV sought funding through a DEP state revolving fund program for the water main extension required to interconnect the two systems. After some delays with the funding and permitting, the interconnection was completed in March 2019. RGMHV created River Grove Utilities, Inc. to own and operate the water and wastewater systems, function as a utility separate from the mobile home park, and bill for water and wastewater service. River Grove installed individual water meters at each lot and proposed to collect revenues based on metered usage.

Pursuant to Section 367.031, F.S., we shall grant or deny an application for a certificate of authorization within 90 days after the official filing date of the completed application. The application was deemed complete on November 15, 2019, which is considered the official filing date.

This Order addresses the application for original water and wastewater certificates and the appropriate rates and charges for the Utility. We have jurisdiction pursuant to Sections 367.031 and 367.045, F.S.

II. Decision

A. Approval of River Grove's the application for water and wastewater certificates

On July 25, 2019, River Grove filed its application for original water and wastewater certificates in Brevard County, Florida. Upon review, Commission staff determined the original filing was deficient and sent a deficiency letter on August 16, 2019. Commission staff also sent data requests to the Utility seeking additional information. River Grove corrected the deficiencies on November 15, 2019, which is considered the official filing date for the application. As discussed below, the Utility's application is in compliance with the governing statutes, Sections 367.031 and 267.045, F.S.

1. Notice

On October 24 and November 15, 2019, River Grove filed proof of compliance with the noticing provisions set forth in Rule 25-30.030, F.A.C. On November 8, 2019, a River Grove customer filed a letter in opposition to the rates. Commission staff reached out to the customer by telephone, leaving a voicemail, and by letter, to ask whether he wished to merely note his objection or to request an administrative hearing. The customer did not respond to these inquiries. No other protest was filed during the protest period and the time for filing objections has expired.

2. Land Ownership and Service Territory

River Grove provided adequate service territory and system maps, and a territory description as required by Rule 25-30.033, F.A.C. The legal description of the service territory is

appended to this Order as Attachment A. The application contained a copy of the warranty deed for the wastewater treatment plant site that will be executed and recorded upon our approval of the application.

3. Financial and Technical Ability

Rule 25-30.033(1)(h) and (i), F.A.C., requires a statement providing the financial and technical ability of the applicant to provide service, a detailed financial statement, and a list of all entities upon which the applicant is relying to provide funding along with those entities' financial statements. As a new business entity, River Grove is relying upon the financial backing of its parent, RGMHV. The existing water and wastewater infrastructure has been owned and operated by RGMHV since the 1970s. We have traditionally allowed reliance on the parent's financial ability in similar situations based on the logical vested interest of a parent in the financial stability of its subsidiary.¹ The application contains RGMHV's most recent financial statements. Additionally, the application includes the loan agreement for the DEP State Revolving Fund (SRF) loan, which financed the construction of the Utility's interconnection with Barefoot Bay to purchase bulk water. We find that RGMHV's financial statements demonstrate adequate and stable funding reserves for the Utility. Therefore, we find that River Grove has demonstrated that it will have access to adequate financial resources to operate the Utility.

Regarding technical ability, the Utility stated in its application that it has owned and operated the subject water and wastewater systems since the 1970s. River Grove also stated that its systems will be operated consistent with an operations agreement with U.S. Water Services Corporation. Following the interconnection with Barefoot Bay, River Grove appears to have no outstanding compliance issues on file with the DEP, and is current with its monitoring requirements.

4. Conclusion

Based on the foregoing, we find that granting River Grove's application is in the public interest. River Grove is granted Certificate Nos. 674-W and 575-S to serve the territory described in Attachment A, effective February 4, 2020. This Order shall serve as River Grove's water and wastewater certificates and it shall be retained by the Utility.

B. Appropriate water and wastewater rates and return on investment for River Grove

Within its application, the Utility provided the appropriate information pursuant to Rule 25-30.033(1)(p), F.A.C., to support its proposed rates and charges. In the instant case, the Utility's water and wastewater facilities are currently in operation. Therefore, the requested rates

¹ Order Nos. PSC-2017-0059-PAA-WS, issued February 24, 2017, in Docket No. 20160220-WS, In re: Application for original water and wastewater certificates in Sumter County, by South Sumter Utility Company, LLC.; PSC-2013-0484-FOF-WS, issued October 15, 2013, in Docket No. 20130105-WS, In re: Application for certificates to provide water and wastewater service in Hendry and Collier Counties, by Consolidated Services of Hendry & Collier, LLC.; and PSC-2012-0224-PAA-WS, issued April 30, 2012, in Docket No. 20090445-WS, In re: Application for original certificates for proposed water and wastewater system and request for initial rates and charges in Indian River, Okeechobee, and St. Lucie counties by Grove Land Utilities, LLC.

and charges in the application are based on actual operating costs of the existing systems. This is consistent with our policy for setting initial rates and charges.

1. Rate Base

Consistent with our practice in applications for original certificates, rate base is identified only as a tool to aid in setting initial rates and is not intended to formally establish rate base. The Utility's proposed water and wastewater rate base calculations, as well as our adjustments, are described below.

The Utility proposed plant in service balances, inclusive of land, of \$1,141,146 for water and \$41,676 for wastewater, in its filing. The filing indicated a land balance of \$2,250 for the water system and \$2,250 for the wastewater system. However, the wastewater balance of Account No. 351 – Organization also included the land balance. As such, we have made an adjustment to decrease wastewater plant in service by \$2,250 to remove the duplicative costs.

As part of its proposed plant in service, the Utility proposed \$1,045,994 for its Potable Water Main Extension Project for interconnection with the Barefoot Bay water system. Based on updated information provided by the Utility, we have made an adjustment to decrease water plant in service by \$44,559 to remove duplicative costs.

Based on the adjustments above, we find that a reduction to River Grove's projected plant in service of \$44,559 for water and \$2,250 for wastewater is necessary. As such, we approve an adjusted projected plant in service, inclusive of land, of \$1,096,587 for water and \$39,426 for wastewater.

River Grove proposed an accumulated depreciation balance of \$37,492 for water and \$17,873 for wastewater. The Utility's projection is based on the accumulated depreciation of the existing plant, as well as the use of a half-year convention² for the requested pro forma projects. As the pro forma projects were completed in March 2019, we find it reasonable to include a full year of accumulated depreciation in rate base.

Additionally, a corresponding adjustment to the water system is necessary to reflect adjustments to plant in service, as discussed above. Based on the above, we have increased accumulated depreciation by \$18,737 for the water system and \$216 for the wastewater system. As such, we approve an accumulated depreciation balance of \$56,229 for water and \$18,089 for wastewater.

In its filing, River Grove proposed Contributions In Aid of Construction (CIAC) balances of \$837,564 for water and \$0 for wastewater. The CIAC balance for water includes estimated potential principal forgiveness in the amount of \$776,848, as identified in the SRF loan agreement between the DEP and RGMHV. According to the loan agreement, the DEP is authorized to allow principal forgiveness on loans, funded by the Federal Drinking Water Act,

² A "half-year convention" is an accounting practice used to calculate accumulated depreciation and depreciation expense in the first year an asset is placed into service, irrespective of the completion date.

for projects that meet the requirements of that Act. Also, the CIAC for water includes a balance of \$60,716, based on a proposed service availability charge of \$353 per customer for meter installation. However, through correspondence with Commission staff, the Utility indicated that all meters were already installed and that the proposed service availability charge would be collected prospectively, if there is development of an adjacent property. As such, we have made an adjustment to decrease CIAC for water by \$60,716. Based on the above, we approve CIAC balances of \$776,848 for water and \$0 for wastewater.

River Grove proposed an accumulated amortization of CIAC balance of \$11,633 for water and \$0 for wastewater. We approve the inclusion of a full year of accumulated amortization of CIAC collected related to the pro forma projects, consistent with the above discussed adjustment to accumulated depreciation. Additionally, find an adjustment to recognize the removal of the meter installation charges to be necessary. These adjustments result in an increase of \$9,946 to accumulated amortization of CIAC for the water system. As such, we approve an accumulated amortization of CIAC balance of \$21,579 for water and \$0 for wastewater.

The Utility calculated a working capital allowance of \$15,124 for water and \$18,189 for wastewater, based on one-eighth of the estimated operation and maintenance (O&M) expense for each system. We approve an increase of \$1,513 for water and a decrease of \$6,206 for wastewater, to reflect the adjustments to O&M expense discussed below. These adjustments result in a working capital allowance of \$16,637 for water and \$11,983 for wastewater.

In total, River Grove proposed a rate base of \$292,847 for water and \$41,992 for wastewater. Based on the adjustments discussed above, the rate base shall be increased by \$8,879 for water and decreased by \$8,672 for wastewater. As such, we approve an adjusted rate base of \$301,726 for water and \$33,320 for wastewater. Rate base calculations for the water and wastewater systems are shown on Schedule Nos. 1-A and 1-B, respectively. Our adjustments are shown on Schedule No. 1-C.

2. Cost of Capital

The Utility's application contained a schedule of the Utility's capital structure. River Grove projected long-term debt of \$229,209, which consisted of the SRF loan balance that was not included in the principal forgiveness. The Utility also projected common equity of \$54,964 consisting of paid in capital from RGMHV. River Grove also made an adjustment to reduce common equity by \$2,100 to reconcile proposed total capital with the Utility's requested rate base. However, it is our practice to reconcile all investor sources of capital, which includes long-term debt, to the approved rate base.³ This methodology results in pro rata adjustments to decrease long-term debt by \$1,513 and common equity by \$363.

³ Order No. PSC-2018-0591-PAA-WS, issued December 19, 2018, in Docket No. 20180063-WS, In re: Application for limited proceeding rate increase in Polk County by Orchid Springs Development Corporation; Order No. PSC-2018-0552-PAA-WU, issued December 19, 2018, in Docket No. 20180022-WU, In re: Application for staff-assisted rate case in Lake County by Pine Harbour Waterworks, Inc.

River Grove proposed a return on equity (ROE) of 10.93 percent, based on the leverage formula in effect at the time of filing. However, we find it more appropriate to base the Utility's ROE on the current leverage formula in effect. Using the current leverage formula, the ROE would be 10.55 percent.⁴ As such, we approve an overall cost of capital of 2.52 percent. The appropriate ROE for River Grove is 10.55 percent, with a range of plus or minus 100 basis points, as shown on Schedule No. 2.

3. Net Operating Income

River Grove calculated net operating income (NOI) of \$7,416 for water and \$1,063 for wastewater. Based on the adjustments above, we have calculated an NOI of \$7,614 for water and an NOI of \$841 for wastewater. The calculated NOI for the water and wastewater systems are shown on Schedule Nos. 3-A and 3-B, respectively.

4. Operation and Maintenance Expense

The Utility proposed total O&M expenses of \$120,994 for water and \$145,513 for wastewater. We find that adjustments are necessary to these expenses and address them below.

i. Salaries and Wages Expense – Employees

River Grove projected salaries and wages – employees expense of \$0 for water and \$68,533 for wastewater. In response to Commission staff's first data request, the Utility updated its request to a total of \$176,800, or \$88,400 for each system. River Grove stated that the updated request includes two positions. The first position would be a superintendent/mechanic employee, with a salary of \$83,200, responsible for meter reading, general operations monitoring, oversight of the contract operator, and day-to-day maintenance. The second position would be a part-time director, with a salary of \$93,600, responsible for oversight of operations, maintenance, and administration. We note that the Utility has also requested contractual services expense for billing, meter reading, Commission reporting, and handling phone calls for the Utility.

We agree that the requested superintendent/mechanic position is reasonable for day-to-day operations of the Utility. Commission staff requested an explanation of how the Utility developed the salary estimate for this position, and the Utility only provided an hourly rate with no further explanation. In order to gauge the reasonableness of the requested salary, we have reviewed the American Water Works Association 2018 Utility Salary Compensation Survey for Small Water and Wastewater Utilities and identified a position, Small System Manager, which is representative of the requested superintendent/mechanic position's duties. The mid-point of the range for this salary is \$68,521. As such, we find that the Utility's original salary request of \$68,533 is an appropriate projection for this position. However, we find that allocating the salary to both systems, per the Utility's updated request, to be appropriate. As such, we approve River

⁴ Order No. PSC-2019-0267-PAA-WS, issued July 1, 2019, in Docket No. 20190006-WS, In re: Water and wastewater industry annual reestablishment of authorized range of return on common equity for water and wastewater utilities pursuant to Section 367.081(4)(f), F.S.

Grove's requested superintendent position, with a salary of \$68,533. This salary shall be allocated equally between the water and wastewater systems (\$34,267 per system).

We find that the responsibilities of the requested director position would be duplicative of those assigned to the superintendent, as well as the functions attributed to contractual services. As a result, we do not approve River Grove's requested director position.

Based on the above, we calculated an adjustment from the Utility's original request to increase salaries and wages – employees expenses by \$34,267 for the water system, and to decrease the expense by \$34,267 for the wastewater system. This results in an approved salaries and wages – employees expense of \$34,267 for the water system, and \$34,267 for the wastewater system.

ii. Purchased Power Expense

River Grove projected 2019 wastewater purchased power expense of \$17,954, based on the average of this expense for 2015, 2016 and 2017. In response to a Commission staff data request, River Grove provided additional documentation showing purchased power expenses that incurred in 2018. Given the variance of purchased power expenses from year-to-year, we find that the use of a four-year average based on 2015 to 2018 is appropriate. Additionally, the Utility included a 2.48 percent increase to account for inflation of expenses. As the four-year averages are based on costs incurred from 2015 to 2018, we find that this is a reasonable adjustment given that it is comparable to the 2019 Price Index percentage of 2.36 percent we have authorized. Based on the above, we calculated an adjustment to decrease purchased power expenses by \$925 for the wastewater system. This results in approved purchased power expenses of \$17,029 for the wastewater system.

iii. Materials and Supplies, Transportation, and Insurance Expense

River Grove projected materials and supplies, transportation, and insurance expenses based on an average of allocated costs incurred in 2015, 2016, and 2017. The Utility only projected materials and supplies expense for the wastewater system. In response to a Commission staff data request, the Utility provided documentation showing costs incurred in 2018. As discussed above, we find the use of a four-year average based on 2015 to 2018, including a 2.48 percent increase for inflation of expenses, to be appropriate. Based on the above, we calculated an adjustment to decrease these expenses by a total of \$672 for the water system and \$1,494 for the wastewater system.

iv. Contractual Services Expense

The Utility proposed contractual services expenses of \$42,619 for the water system and \$43,718 for the wastewater system. River Grove's contractual services expense is comprised of administrative fees, customer billing and collections fees, lab fees, and meter reading software maintenance fees.

River Grove estimated administrative fees of \$21,738, split evenly between the water and wastewater systems at \$10,869 each. Additionally, the Utility estimated meter reading software maintenance fees of \$950 for the water system only. We find that these proposed fees are reasonable. Based on the above, we approve total administrative fees of \$21,738, split evenly between the water and wastewater systems at \$10,869 each. Further, we approve total maintenance fees of \$950 for the water system only.

The Utility projected total customer billing and collection fees of \$61,600, split evenly between the water and wastewater systems at \$30,800 each. The total fees are comprised of meter reading costs of \$20,640, billing and collection costs of \$30,960, and a cost of \$10,000 for annual Commission reporting. In its initial response to Commission staff's first data request, the Utility stated these administrative services would be provided by RGMHV. In a subsequent response, River Grove stated its proposed customer billing and collection fees were based on an agreement with the company Rents. However, the Utility was unable to provide a written contract or agreement between the Utility and Rents. Given the relatively large amount of the fees for a utility of River Grove's size, we considered the reasonableness of the requested expenses as discussed below.

River Grove estimated monthly meter reading costs at \$10 per customer for a total of \$20,640 annually (172 x \$10 x 12). In Order No. PSC-2016-0537-PAA-WU, we determined a meter reading charge of \$3.06 per customer to be reasonable.⁵ We find that this is an appropriate proxy to use, as it was based on a quote for meter reading services from an independent third party. Additionally, to account for inflation of expenses since the issuance of the abovementioned Order, we increased the charge to \$3.20 using our approved price index percentages for water and wastewater utilities. Based on the above, we calculated meter reading costs to be \$6,608 (172 x \$3.20 x 12).

The Utility estimated monthly billing and collection costs at \$15 per customer for a total of \$30,960 annually (172 x \$15 x 12). To determine a reasonable monthly billing and collection charge, we reviewed the cost justification River Grove provided for late fees included in Exhibit 23B of its application. The Utility listed clerical labor, supervisor labor, printing supplies, and postage at a total of \$7.60 per late fee. We find that this is a reasonable starting point to use for general billing and collection activities. We have used the clerical labor, printing supplies, and postage components to formulate a recurring monthly per customer charge. Clerical labor per customer would include the time to create and send bills, to collect and process payments, as well as provide for possible communication with customers for billing questions or issues. This

⁵ Order No. PSC-2016-0537-PAA-WU, issued November 23, 2016, in Docket No. 20150181-WU, In re: Application for staff-assisted rate case in Duval County by Neighborhood Utilities, Inc.

results in monthly billing and collection costs of \$5.60 per customer. Based on the above, we calculated billing and collection costs to be \$11,558 ($172 \times \5.60×12).

River Grove included an annual cost of \$10,000 for reporting to this Commission. We reviewed recent cases that have come before us involving Class C utilities of similar size to review the reasonableness of this request. We considered 2019 invoices from an independent third party, which included the preparation and review of annual reports. The invoices reflected the expense for several Class C utilities, with a range of approximately \$143 to \$285. As such, we find it appropriate to limit River Grove's request to the top of the range. We find \$285 to be an appropriate annual cost for Commission reporting.

Based on the above, we approve total customer billing and collection fees of \$18,452 ($\$6,608 + \$11,558 + \285), split evenly between the water and wastewater systems at \$9,226 each.

River Grove projected lab fees of \$2,049 for the wastewater system. The Utility based its proposed lab fees on an average of costs incurred in 2015, 2016, and 2017. In response to a Commission staff data request, the Utility provided documentation showing costs incurred in 2018. As discussed above, we find the use of a four-year average based on 2015 to 2018, including a 2.48 percent increase for inflation of expenses, to be appropriate. Based on the above, we approve total lab fees of \$2,129.

The Utility also provided a signed updated contract with U.S. Water Services Corporation for operations of the wastewater treatment plant. Although the cost of this contract was not included in the Utility's calculation, we find it appropriate to include in contractual services as the company is performing necessary functions to operate the wastewater treatment plant. As such, we find that \$8,937 shall be included in contractual services for the wastewater system.

Based on the above, we approve a total contractual services expense of \$21,045 for the water system and \$31,161 for the wastewater system. This results in an adjustment to decrease contractual services expense by \$21,574 for the water system, and \$12,557 for the wastewater system.

v. Miscellaneous Expense

River Grove projected miscellaneous expense of \$2,296 for both the water and wastewater system. The Utility used a three-year average to base its projected miscellaneous expense, using the average of costs incurred in 2015, 2016, and 2017. As with the other expenses, we received documentation reflecting the costs incurred in 2018. As discussed above, find that the use of a four-year average based on 2015 to 2018, including a 2.48 percent increase for inflation of expenses, is more appropriate. This adjustment results in a decrease of \$406 to the miscellaneous expense for both the water and wastewater systems. Additionally, an expense of \$2,440 for Full System and Software Training for the meters installed as part of the Potable Water Main Extension Project was included in Account 334 – Meters. This amount was removed from Account 334 and moved to Account 675 – Miscellaneous Expenses to be amortized over five years. This results in an increase of \$488 for the water system. As such, we find it necessary

that the Utility's projected miscellaneous expense be increased by \$82 ($-\$406 + \488) for water and decreased by \$406 for wastewater.

vi. O&M Expense Summary

Based on the above adjustments, projected O&M expense shall be increased by \$12,102 for water and shall decreased by \$49,648 for wastewater, resulting in total O&M expense of \$133,096 for water and \$95,865 for wastewater.

5. Depreciation and CIAC Amortization Expense

River Grove reflected depreciation expense, net of CIAC amortization, of \$8,964 for water and \$546 for wastewater. Based our adjustments to rate base, we have made corresponding adjustments to increase net depreciation by \$4,084 for water and decrease by \$56 for wastewater. These adjustments result in net depreciation expense of \$13,048 for water and \$490 for wastewater.

6. Taxes Other Than Income

In its filing, River Grove included taxes other than income (TOTI) expense of \$22,769 and \$7,294 for water and wastewater, respectively. These total amounts included property tax expense of \$15,485 and \$334 for water and wastewater, respectively. River Grove's calculation of proposed property tax expense for each system was based on net plant that included the balance of Account Nos. 301 and 351 – Organization. As this account is considered intangible plant, we removed these balances from the calculations. Based on this adjustment, as well as a corresponding adjustment to reflect the adjustments to rate base, we have decreased River Grove's property tax expense by \$1,460 for water and \$334 for wastewater.

In addition, as discussed below, we find that it is appropriate to adjust the Utility's projected revenues. As a result, we increased TOTI by \$825 for water, and decreased TOTI by \$2,378 for wastewater, to reflect regulatory assessment fees of 4.5 percent on the change in revenues. Therefore, we approve TOTI of \$22,134 ($\$22,769 - \$1,460 + \825) for water and \$4,582 ($\$7,294 - \$334 - \$2,378$) for wastewater.

7. Income Taxes

River Grove proposed income taxes of \$1,715 for water and \$246 for wastewater. Based on our adjustments to NOI, income taxes are increased by \$2,576 for water and income taxes are decreased by \$212 for wastewater. Therefore, we approve income taxes of \$4,291 for water and \$34 for wastewater.

8. Revenue Requirement

The Utility proposed revenue requirements for water and wastewater of \$161,858 and \$154,662, respectively. We approved adjusted revenue requirements of \$180,183 for water and \$101,811 for wastewater to be used to set initial rates for service. The Utility's projected revenue

requirements include O&M expenses, depreciation and amortization expense, taxes other than income, income taxes, as well as a return on investment. The approved revenue requirements will allow the Utility the opportunity to recover its expenses and earn a 2.52 percent return on its investment in rate base, as shown on Schedule Nos. 3-A and 3-B, respectively. Our adjustments are shown on Schedule No. 3-C.

9. Rates and Rate Structure

The Utility provides water and wastewater service to 168 residential customers, two offices, and two clubhouses within the River Grove Mobile Home Village. The Utility indicated that all customers have 5/8 inch x 3/4 inch meters. Furthermore, the Utility indicated that there are currently four vacant mobile home lots which, when occupied, will have 5/8 inch x 3/4 inch meters. The Utility currently does not have established rate structures and rates for its water and wastewater services; instead, utility services are a component of the total monthly lot rent.

The Utility's proposed rate structures and rates, consisting of base facility and gallonage charges, for its water and wastewater system, are shown below in Table 1. The Utility allocated service revenues to the base facility charge (BFC) of approximately 44 percent for water and 75 percent for wastewater. The Utility additionally proposed a residential wastewater cap of 10,000 gallons. We find that the Utility's rate structure, consisting of base facility and gallonage charges, is reasonable. However, in a response to a Commission staff data request, the Utility indicated that the customers are not seasonal, and therefore, we reduced the Utility's proposed BFC allocations to 40 percent for water and 50 percent for wastewater based on our practice. Furthermore, we do not approve a residential wastewater cap in this instant proceeding because the necessary consumption data to determine the appropriate cap is not readily available. The evaluation of an appropriate residential wastewater cap in would be more appropriate in a future rate proceeding where a detailed billing analysis can be audited and analyzed. Incorporating the above, the rate structure and rates we approve for River Grove's water and wastewater systems are shown in Table 1.

Table 1
River Grove's Water and Wastewater Rates

	Utility Proposed		Commission Approved	
	Water	Wastewater	Water	Wastewater
Base Facility Charge	\$34.20	\$56.07	\$34.92	\$24.66
Gallonage Charge				
Charge per 1,000 gallons	\$6.03	\$2.57	\$7.15	\$3.36
Typical Residential 3/4" Meter Bill Comparison				
3,000 gallons	\$52.29	\$63.78	\$56.37	\$34.74
5,000 gallons	\$64.35	\$68.92	\$70.67	\$41.46
7,000 gallons	\$76.41	\$74.06	\$84.97	\$48.18

10. Conclusion

Based on the above, the approved monthly water and wastewater rates, as shown on Schedule No. 4, are reasonable and approved. The Utility shall file revised tariff sheets and a proposed customer notice to reflect the approved rates. The approved rates shall be for service rendered on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475(1), F.A.C. River Grove may not implement the approved rates until Commission staff has approved the proposed customer notice and the customers receive the notice. The Utility shall provide proof of the date notice was given within 10 days of the date of the notice. A return on equity of 10.55 percent, with a range of plus or minus 100 basis points, is also approved.

C. Approval of miscellaneous service charges

Per Section 367.091, F.S., we are authorized to establish miscellaneous service charges. River Grove's request was accompanied by its reason for requesting the charges as well as the cost justification as required by Section 367.091(6), F.S. The Utility requested initial connection, normal reconnection, violation reconnection and premise visit charges of \$30 during normal business hours. Additionally, the Utility requested that its violation reconnection charge for its wastewater system be actual cost, pursuant to Rule 25-30.460(1)(c), F.A.C.

The purpose of these charges is to place the burden for requesting or causing these services on the cost-causer rather than the general body of ratepayers. The Utility requested the recovery of \$26.60 of field and supervisory labor associated with processing miscellaneous services based on an hourly salary of \$20 and the time it takes to perform all job functions, which is estimated to be 1.33 hours. Additionally, the Utility requested recovery of vehicle mileage of \$3.48 based on a mileage rate of \$0.58 per mile for 6 miles. The Utility's cost justification for its requested miscellaneous service charges is shown in Table 2.

Table 2
Miscellaneous Service Charges Cost Justification

Labor (\$20 x 1.33)	\$26.60
Vehicle (\$0.58 x 6)	\$3.48
Total	\$30.08

Source: Utility's Cost Justification

We find the Utility's requested charges to be reasonable and, as such, are approved. A summary of the Utility's requested miscellaneous service charges is shown in Table 3.

Table 3
Miscellaneous Service Charges

Initial Connection Charge	\$30.00
Normal Reconnection Charge	\$30.00
Violation Reconnection Charge (Water)	\$30.00
Violation Reconnection Charge (Wastewater)	Actual Cost
Premise Visit Charge	\$30.00

Source: Utility's Cost Justification

Based on the above, we approve the Utility's requested miscellaneous service charges of \$30 and approve a wastewater violation reconnection charge of actual cost. The Utility shall file revised tariff sheets and a proposed customer notice to reflect the charges we have approved. The approved charges shall be effective for services rendered on or after the stamped approval date on the tariff sheet, provided customers have received notice pursuant to Rule 25-30.475(1), F.A.C. The Utility shall provide proof of noticing within 10 days of rendering the approved notice.

D. Appropriate late payment charge

River Grove requested a late payment charge of \$7.50 to recover the cost of supplies and labor associated with processing late payment notices. River Grove's request for a late payment charge was accompanied by its reason for requesting the charge as well as the cost justification, as required by Section 367.091, F.S. The goal of allowing late payment charges is two fold: first, it encourages customers to pay their bills on time, and second, if payments are not made on time, it ensures that the costs associated with collecting late payments are not passed on to the customers who do pay on time.⁶

Within its cost justification, the Utility included \$5.00 for clerical labor associated with processing late payment based on the clerical employee who is paid \$20 per hour and the amount of time it takes the employee to process a single late payment charge of 15 minutes. This is consistent with Commission practice, in which we have found that 10 to 15 minutes is an appropriate amount of time for a billing employee to process a single late payment.⁷

⁶ Order Nos. PSC-2019-0047-PAA-WS, in Docket No. 20170249-WS, issued January 25, 2019, In re: Application for certificates to provide water and wastewater service in Orange County by RSPI MHC, LLC; PSC-01-0998-TRF-WU, issued April 23, 2001, in Docket No. 20010232-WU, In re: Request for approval of tariff filing to add "set rate" late fee to water tariff, by Lake Yale Treatment Associates, Inc. in Lake County.

⁷ Order Nos. PSC-2019-0047-PAA-WS, in Docket No. 20170249-WS, issued January 25, 2019, In re: Application for certificates to provide water and wastewater service in Orange County by RSPI MHC, LLC; PSC-2018-0334-PAA-WU, issued June 28, 2018, in Docket No. 20170155-WU, In re: Application for grandfather water certificate in Leon County and application for pass through increase of regulatory fees, by Seminole Waterworks, Inc.; PSC-16-0041-TRF-WU, in Docket No. 20150215-WU, issued January 25, 2016, In re: Request for approval of tariff amendment to include miscellaneous service charges for the Earlene and Ray Keen Subdivisions, the Ellison Park Subdivision and the Lake Region Paradise Island Subdivision in Polk County, by Keen Sales, Rentals and Utilities, Inc.; PSC-15-0569-PAA-WS in Docket No. 20140239-WS, issued December 16, 2015, In re: Application for staff-assisted rate case in Polk County by Orchid Springs Development Corporation.; PSC-16-0523-TRF-WU, in Docket No. 20160023-WU, issued November 21, 2016, In re: Application for transfer of majority organizational control of

Furthermore, the Utility requested to recover supervisory labor of \$2.00, based on the supervisor's hourly salary of \$25 per hour and the five minutes it takes the supervisor to review a late payment charge. This is consistent with Utilities, Inc. of Florida's approved late payment charge.⁸ The Utility is also requesting recovery of \$0.10 for supplies and \$0.50 for postage. While the Utility's cost justification totals to \$7.60, the Utility rounded down its requested late payment charge to \$7.50.

We have recently approved late payment charges ranging from \$4.50 to \$7.15.⁹ We understand that this late payment charge is slightly higher than what we have approved in the past. However, after reviewing the Utility's cost justification and comparing the cost break-down to other regulated water and wastewater utilities, we find the Utility's requested charge to be appropriate and, as such, it is approved. The cost justification for the Utility's requested late payment charge is shown on Table 4.

Table 4
Late Payment Charge Cost Justification

Activity	Cost
Clerical Labor	\$5.00
Supervisor Labor	\$2.00
Supplies	\$0.10
Postage	<u>\$0.50</u>
Total Cost	<u>\$7.60</u>

Source: Utility's cost justification documentation.

Based on the above, we approve a \$7.50 late payment charge for River Grove. The Utility shall file the revised tariff sheet and a proposed customer notice to reflect the charge we have approved. The approved charge is effective for services rendered on or after the stamped approval date on the tariff sheet provided customers have received notice pursuant to Rule 25-30.475(1), F.A.C. The Utility shall provide proof of noticing within 10 days of rendering the approved notice.

Sunny Shores Water Company, Inc., holder of Certificate No. 578- W in Manatee County, from Jack E. Mason to Jack E. Mason, II and Debbie A. Mason.

⁸ Order No. PSC-2017-0361-FOF-WS, in Docket No. 20160101-WS, issued September 25, 2017, In re: Application for increase in water and wastewater rates in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk, and Seminole Counties by Utilities, Inc. of Florida.

⁹ Order Nos. PSC-2019-0047-PAA-WS, in Docket No. 20170249-WS, issued January 25, 2019, In re: Application for certificates to provide water and wastewater service in Orange County by RSPI MHC, LLC; PSC-2018-0334-PAA-WU, issued June 28, 2018, in Docket No. 20170155-WU, In re: Application for grandfather water certificate in Leon County and application for pass through increase of regulatory fees, by Seminole Waterworks, Inc.; PSC-14-0105-TRF-WS, in Docket No. 20130288-WS, issued February 20, 2014, In re: Request for approval of late payment charge in Brevard County by Aquarina Utilities, Inc.; PSC-15-0535-PAA-WU in Docket No. 20140217-WU, issued November 19, 2015, In re: Application for staff-assisted rate case in Sumter County by Cedar Acres, Inc.; PSC-15-0569-PAA-WS, issued December 16, 2015, in Docket No. 20140239-WS, In re: Application for limited proceeding rate increase in Polk County by Orchid Springs Development Corporation.

E. Authorization to collect Non-Sufficient Funds Charge (NSF)

Per Section 367.091, F.S., we are authorized to establish miscellaneous service charges. Section 68.065, F.S., allows for the assessment of charges for the collection of worthless checks, drafts, or orders of payment. As currently set forth in Section 68.065(2), F.S., the following NSF charges may be assessed:

- (1) \$25, if the face value does not exceed \$50,
- (2) \$30, if the face value exceeds \$50 but does not exceed \$300,
- (3) \$40, if the face value exceeds \$300,
- (4) or 5 percent of the face amount of the check, whichever is greater.

Approval of NSF charges is consistent with prior Commission decisions.¹⁰ Furthermore, NSF charges place the cost on the cost-causer, rather than requiring that the costs associated with the return of the NSF checks to be spread across the general body of ratepayers. As such, we authorize River Grove to collect NSF charges consistent with Section 68.065, F.S. The Utility shall file revised tariff sheets and a proposed customer notice to reflect the NSF charges we have approved. The approved charges shall be effective for service rendered on or after the stamped approval date on the tariff sheets provided customers have received notice pursuant to Rule 25-30.475, F.A.C. The Utility shall provide proof of noticing within 10 days of rendering its approved notice.

F. Appropriate initial customer deposits

Rule 25-30.311, F.A.C., contains criteria for collecting, administering, and refunding customer deposits. Rule 25-30.311(1), F.A.C., requires that each company's tariff contain its specific criteria for determining the amount of initial deposits. The Utility requested customer deposits of \$156.84 for water and \$149.82 for wastewater, which was based on two months of average residential monthly bills and the Utility's proposed rates. Customer deposits are designed to minimize the exposure of bad debt expense for the Utility and, ultimately, the general body of ratepayers. In addition, collection of customer deposits is consistent with one of the fundamental principles of rate making—ensuring that the cost of providing service is recovered from the cost-causer.

Rule 25-30.311(7), F.A.C., authorizes utilities to collect new or additional deposits from existing customers, not to exceed an amount equal to the average actual charge for water and/or wastewater service for two billing periods for the 12-month period immediately prior to the date of notice. The two billing periods reflect the lag time between the customer's usage and the

¹⁰ Order Nos. PSC-2019-0047-PAA-WS, in Docket No. 20170249-WS, issued January 25, 2019, In re: Application for certificates to provide water and wastewater service in Orange County by RSPI MHC, LLC; PSC-2018-0334-PAA-WU, issued June 28, 2018, in Docket No. 20170155-WU, In re: Application for grandfather water certificate in Leon County and application for pass through increase of regulatory fees, by Seminole Waterworks, Inc.; PSC-14-0198-TRF-SU, issued May 2, 2014, in Docket No. 20140030-SU, In re: Request for approval to amend Miscellaneous Service charges to include all NSF charges by Environmental Protection Systems of Pine Island, Inc.; and PSC-13-0646-PAA-WU, issued December 5, 2013, in Docket No. 20130025-WU, In re: Application for increase in water rates in Highlands County by Placid Lakes Utilities, Inc.

utility's collection of the revenues associated with that usage. Commission practice has been to set initial customer deposits equal to two months bills, based on the average consumption for a 12-month period for each class of customers.¹¹ The Utility indicated that the average monthly residential usage is 7,330 gallons per customer. Therefore, the average residential monthly bill is approximately \$87.33 for water and \$49.29 wastewater service, based on the approved monthly rates stated previously in Part II(B) of this Order.

Based on the above, we approve initial customer deposits of \$175 for water and \$99 wastewater for the residential 5/8 inch x 3/4 inch meter size. The initial customer deposit for all other residential meter sizes and all general service meter sizes shall be two times the average estimated bill. The approved customer deposits shall be effective for connections made on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475, F.A.C. The Utility is required to collect the approved initial customer deposits until we authorize a change to the deposits in a subsequent proceeding.

G. Approval of meter installation charges

River Grove requested a meter installation charge of \$353 for 5/8 inch x 3/4 inch meters and actual cost for all other meter sizes. The Utility's requested charge of \$353 is based on the estimated costs of the water meter and meter box (\$203) and installation for the 5/8 inch x 3/4 inch meter size (\$150). Pursuant to Section 367.101, F.S., we must set just and reasonable charges and conditions for service availability. The Utility's requested meter installation charge is consistent with Commission practice and therefore, we find that the Utility's requested meter installation charges are appropriate.¹²

Based on the above, the Utility's requested meter installation charge of \$353 for the 5/8 inch x 3/4 inch meter size, and actual cost for all other meter sizes, are approved. The Utility shall file revised tariff sheets and a proposed customer notice. River Grove shall provide notice to potential customers who have requested service within 12 calendar months prior to the month the application was filed and up until this Order becomes final.¹³ The approved charges shall be

¹¹ Order Nos. PSC-2019-0047-PAA-WS, in Docket No. 20170249-WS, issued January 25, 2019, In re: Application for certificates to provide water and wastewater service in Orange County by RSPI MHC, LLC; PSC-2018-0334-PAA-WU, issued June 28, 2018, in Docket No. 20170155-WU, In re: Application for grandfather water certificate in Leon County and application for pass through increase of regulatory fees, by Seminole Waterworks, Inc.; PSC-2017-0428-PAA-WS, issued November 7, 2017, in Docket No. 20160195-WS, In re: Application for staff-assisted rate case in Lake County by Lakeside Waterworks, Inc. and PSC-17-0113-PAA-WS, issued March 28, 2017, in Docket No. 20130105-WS, In re: Application for certificates to provide water and wastewater service in Hendry and Collier Counties, by Consolidated Services of Hendry & Collier, LLC.

¹² Order Nos. PSC-2018-0271-PAA-WS, issued May 30, 2018, in Docket No. 20160220-WS, In re: Application for original water and wastewater certificates in Sumter County, by South Sumter Utility Company, LLC.; PSC-2016-0169-PAA-WU, issued April 28, 2016, in Docket No. 20150166-WU, In re: Application for transfer of water system and Certificate No. 654-W in Lake County from Black Bear Reserve Water Corporation to Black Bear Waterworks, Inc.; and PSC-2017-0209-PAA-WU, issued May 30, 2017, in Docket No. 20160065-WU, In re: Application for increase in water rates in Charlotte County by Bocilla Utilities, Inc.

¹³ Order No. PSC-2019-0223-PAA-SU, issued June 3, 2019, in Docket No. 20190075-SU, In re: Revision of wastewater service availability charges for Ni Florida in Pasco County.

effective for connections made on or after the stamped approval date on the tariff sheets. The Utility shall provide proof of the date notice was given within 10 days of the date of that notice.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that River Grove Utilities, Inc. shall be granted Certificate Nos. 674-W and 575-S to serve the territory described in Attachment A, effective February 4, 2020. This Order shall serve as River Grove's water and wastewater certificates and it shall be retained by the Utility. It is further

ORDERED that the approved monthly water and wastewater rates, as shown on Schedule No. 4 attached to this Order, are reasonable and approved. The Utility shall file revised tariff sheets and a proposed customer notice to reflect the rates we have approved. The approved rates shall be effective for service rendered on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475(1), F.A.C. The approved rates are not to be implemented until Commission staff has approved the proposed customer notice and the notice has been received by customers. The Utility shall provide proof of the date notice was given within 10 days of the date of that notice. A return on equity of 10.55 percent, with a range of plus or minus 100 basis points, is also approved. It is further

ORDERED that the Utility's requested miscellaneous service charges of \$30 and wastewater violation reconnection charge of actual cost are approved. The Utility shall file revised tariff sheets and a proposed customer notice to reflect the charges we have approved. The approved charges shall be effective for services rendered on or after the stamped approval date on the tariff sheet provided customers have received notice pursuant to Rule 25-30.475(1), F.A.C. The Utility shall provide proof of noticing within 10 days of rendering the approved notice. It is further

ORDERED that the appropriate late payment charge for River Grove is \$7.50. The Utility shall file revised tariff sheets and a proposed customer notice to reflect the charges we have approved. The approved charge shall be effective for services rendered on or after the stamped approval date on the tariff sheet provided customers have received notice pursuant to Rule 25-30.475(1), F.A.C. The Utility shall provide proof of noticing within 10 days of rendering the approved notice. It is further

ORDERED that River Grove is authorized to collect NSF charges. The Utility shall file revised tariff sheets and a proposed customer notice to reflect the NSF charges we have approved. The approved charges shall be effective for service rendered on or after the stamped approval date on the tariff sheets provided customers have received notice pursuant to Rule 25-30.475, F.A.C. The Utility shall provide proof of noticing within 10 days of rendering its approved notice. It is further

ORDERED that the appropriate initial customer deposits for River Grove are \$175 for water and \$99 wastewater for the residential 5/8 inch x 3/4 inch meter size. The initial customer deposit for all other residential meter sizes and all general service meter sizes shall be two times the average estimated bill. The approved customer deposits shall be effective for connections

made on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475, F.A.C. The Utility shall collect the approved initial customer deposits until we authorize a change to them in a subsequent proceeding. It is further

ORDERED that the Utility's requested meter installation charge of \$353 for the 5/8 inch x 3/4 inch meter size, and actual cost for all other meter sizes, is approved. The Utility shall file revised tariff sheets and a proposed customer notice. River Grove shall provide notice to potential customers who have requested service within 12 calendar months prior to the month the application was filed and up until this Order becomes final. The approved charges shall be effective for connections made on or after the stamped approval date on the tariff sheets. The Utility shall provide proof of the date notice was given within 10 days of the date of that notice. It is further

ORDERED that the provisions of this Order approving rates, charges, and customer deposits for River Grove are issued as proposed agency action. These provisions shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that if no person whose substantial interest are affected by the proposed agency action files a protest within 21 days of the issuance of this Order, a consummating order shall be issued. The docket shall remain open for Commission staff's verification that the revised tariff sheets and customer notice have been filed by the Utility and approved by Commission staff. Once these actions are complete, this docket shall be closed administratively.

By ORDER of the Florida Public Service Commission this 24th day of February, 2020.



ADAM J. TEITZMAN

Commission Clerk

Florida Public Service Commission

2540 Shumard Oak Boulevard

Tallahassee, Florida 32399

(850) 413-6770

www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

KMS

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

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

As identified in the body of this order, our actions approving initial rates, charges, and customer deposits are preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on March 16, 2020. If such a petition is filed, mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing. In the absence of such a petition, this order shall become effective and final upon the issuance of a Consummating Order.

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

fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

RIVER GROVE UTILITIES, INC.

Description of Water and Wastewater Service Territory

Brevard County

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

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF SAID 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 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 AND THE POINT OF BEGINNING.

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

FLORIDA PUBLIC SERVICE COMMISSION

authorizes

RIVER GROVE UTILITIES, INC.
pursuant to
Certificate Number 674 -W

to provide water service in Brevard County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rule, regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
*	*	20190147-WS	Original Certificate

* Order Number and date to be provided at time of issuance

FLORIDA PUBLIC SERVICE COMMISSION

authorizes

**RIVER GROVE UTILITIES, INC.
pursuant to
Certificate Number 575 -S**

to provide wastewater service in Brevard County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rule, regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
*	*	20190147-WS	Original Certificate

* Order Number and date to be provided at time of issuance

River Grove Utilities, Inc.		Schedule No. 1-A	
Schedule of Water Rate Base		20190147-WS	
Description	Balance Per Utility	Commission Adjust- ments	Balance Per Commission
1 Plant in Service	\$1,138,896	(\$44,559)	\$1,094,337
2 Land and Land Rights	2,250	0	2,250
3 Accumulated Depreciation	(37,492)	(18,737)	(56,229)
4 CIAC	(837,564)	60,716	(776,848)
5 Amortization of CIAC	11,633	9,946	21,579
6 Working Capital Allowance	<u>15,124</u>	<u>1,513</u>	<u>16,637</u>
7 Rate Base	<u>\$292,847</u>	<u>\$8,879</u>	<u>\$301,726</u>

River Grove Utilities, Inc.		Schedule No. 1-B	
Schedule of Wastewater Rate Base		20190147-WS	
Description	Balance Per Utility	Commission Adjust- ments	Balance Per Commission
1 Plant in Service	\$39,426	(\$2,250)	\$37,176
2 Land and Land Rights	2,250	0	2,250
3 Accumulated Depreciation	(17,873)	(216)	(18,089)
4 CIAC	0	0	0
5 Amortization of CIAC	0	0	0
6 Working Capital Allowance	<u>18,189</u>	<u>(6,206)</u>	<u>11,983</u>
7 Rate Base	<u>\$41,992</u>	<u>(\$8,672)</u>	<u>\$33,320</u>

River Grove Utilities, Inc.		Schedule No. 1-C	
Adjustments to Rate Base		20190147-WS	
Explanation	Water	Wastewater	
UPIS			
1 To remove duplicative organization costs.	\$0	(\$2,250)	
2 To reflect updated pro forma costs.	<u>(44,559)</u>	<u>0</u>	
Total	<u>(\$44,559)</u>	<u>(\$2,250)</u>	
Accumulated Depreciation			
To reflect appropriate level of accumulated depreciation.	<u>(\$18,737)</u>	<u>(\$216)</u>	
CIAC			
To reflect appropriate level of CIAC.	<u>\$60,716</u>	<u>\$0</u>	
Accumulated Amortization of CIAC			
To reflect appropriate level of accumulated amortization of CIAC.	<u>\$9,946</u>	<u>\$0</u>	
Working Capital			
To reflect 1/8 of O&M expense.	<u>\$1,513</u>	<u>(\$6,206)</u>	

River Grove Utilities, Inc.							Schedule No. 2		
Capital Structure							20190147-WS		
Description	Total Capital	Specific Adjustments	Subtotal Adjusted Capital	Prorata Adjustments	Capital Reconciled to Rate Base	Ratio	Cost Rate	Weighted Cost	
Per Utility									
1 Long-term Debt	\$229,209	\$0	\$229,209	\$0	\$229,209	68.46%	0.72%	0.49%	
2 Short-term Debt	0	0	0	0	0	0.00%	0.00%	0.00%	
3 Preferred Stock	0	0	0	0	0	0.00%	0.00%	0.00%	
4 Common Equity	54,964	(2,100)	52,864	0	52,864	15.79%	10.93%	1.73%	
5 Customer Deposits	52,749	0	52,749	0	52,749	15.75%	2.00%	0.32%	
6 Tax Credits-Zero Cost	0	0	0	0	0	0.00%	0.00%	0.00%	
7 Deferred Income Taxes	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00%</u>	0.00%	<u>0.00%</u>	
8 Total Capital	<u>\$336,922</u>	<u>(\$2,100)</u>	<u>\$334,822</u>	<u>\$0</u>	<u>\$334,822</u>	<u>100.00%</u>		<u>2.53%</u>	
Commission Approved									
9 Long-term Debt	\$229,209	\$0	\$229,209	(\$1,513)	\$227,696	67.96%	0.72%	0.49%	
10 Short-term Debt	0	0	0	0	0	0.00%	0.00%	0.00%	
11 Preferred Stock	0	0	0	0	0	0.00%	0.00%	0.00%	
12 Common Equity	54,964	0	54,964	(363)	54,601	16.30%	10.55%	1.72%	
13 Customer Deposits	52,749	0	52,749	0	52,749	15.74%	2.00%	0.31%	
14 Tax Credits-Zero Cost	0	0	0	0	0	0.00%	0.00%	0.00%	
15 Deferred Income Taxes	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00%</u>	0.00%	<u>0.00%</u>	
16 Total Capital	<u>\$336,922</u>	<u>\$0</u>	<u>\$336,922</u>	<u>(\$1,876)</u>	<u>\$335,046</u>	<u>100.00%</u>		<u>2.52%</u>	
						LOW	HIGH		
RETURN ON EQUITY						<u>9.55%</u>	<u>11.55%</u>		
OVERALL RATE OF RETURN						<u>2.36%</u>	<u>2.69%</u>		

River Grove Utilities, Inc.				Schedule No. 3-A	
Statement of Water Operations				20190147-WS	
Description	Test Year Per Utility	Commission Adjustments	Commission Adjusted Test Year	Revenue Increase	Revenue Requirement
1 Operating Revenues:	<u>\$161,858</u>	<u>\$0</u>	<u>\$161,858</u>	<u>\$18,325</u> 11.32%	<u>\$180,183</u>
Operating Expenses					
2 Operation & Maintenance	\$120,994	12,102	\$133,096		\$133,096
3 Depreciation	8,964	4,084	13,048		13,048
4 Amortization	0	0	0		0
5 Taxes Other Than Income	22,769	(1,460)	21,309	825	22,134
6 Income Taxes	<u>1,715</u>	<u>(1,715)</u>	<u>0</u>	<u>4,291</u>	<u>4,291</u>
7 Total Operating Expense	<u>154,442</u>	<u>13,011</u>	<u>167,453</u>	<u>5,116</u>	<u>172,569</u>
8 Operating Income	<u>\$7,416</u>	<u>(\$13,011)</u>	<u>(\$5,595)</u>	<u>\$13,209</u>	<u>\$7,614</u>
9 Rate Base	<u>\$292,847</u>		<u>\$301,726</u>		<u>\$301,726</u>
10 Rate of Return	<u>2.53%</u>		<u>-1.85%</u>		<u>2.52%</u>

River Grove Utilities, Inc.				Schedule No. 3-B	
Statement of Wastewater Operations				20190147-WS	
Description	Test Year Per Utility	Commission Adjust- ments	Commission Adjusted Test Year	Revenue Increase	Revenue Requirement
1 Operating Revenues:	<u>\$154,662</u>	<u>\$0</u>	<u>\$154,662</u>	<u>(\$52,851)</u> -34.17%	<u>\$101,811</u>
Operating Expenses					
2 Operation & Maintenance	\$145,513	(\$49,648)	\$95,865		\$95,865
3 Depreciation	546	(56)	490		490
4 Amortization	0	0	0		0
5 Taxes Other Than Income	7,294	(334)	6,960	(2,378)	4,582
6 Income Taxes	<u>246</u>	<u>12,165</u>	<u>12,411</u>	<u>(12,377)</u>	<u>34</u>
7 Total Operating Expense	<u>153,599</u>	<u>(37,874)</u>	<u>115,725</u>	<u>(14,755)</u>	<u>100,970</u>
8 Operating Income	<u>\$1,063</u>	<u>\$37,874</u>	<u>\$38,937</u>	<u>(\$38,096)</u>	<u>\$841</u>
9 Rate Base	<u>\$41,992</u>		<u>\$33,320</u>		<u>\$33,320</u>
10 Rate of Return	<u>2.53%</u>		<u>116.86%</u>		<u>2.52%</u>

River Grove Utilities, Inc.		Schedule No. 3-C	
Adjustments to Operating Income		20190147-WS	
Explanation	Water	Wastewater	
Operation and Maintenance Expense			
1 To adjust salaries and wages expense.	\$34,267	(\$34,267)	
2 To adjust purchased power expense.	0	(925)	
3 To adjust materials and supplies, transportation, and insurance expense.	(672)	(1,494)	
4 To adjust contractual services expense.	(21,574)	(12,557)	
5 To adjust miscellaneous expense.	<u>82</u>	<u>(406)</u>	
Total	<u>\$12,102</u>	<u>(\$49,648)</u>	
Depreciation Expense - Net			
To reflect the appropriate level of net depreciation expense.	<u>\$4,084</u>	<u>(\$56)</u>	
Taxes Other Than Income			
To reflect appropriate level of property tax.	<u>(\$1,460)</u>	<u>(\$334)</u>	

**River Grove Utilities, Inc.
Monthly Water and Wastewater Rates**

Water Service

Residential and General Service

Base Facility Charge – All Meter Sizes \$34.92

Charge Per 1,000 gallons \$7.15

Wastewater Service

Residential and General Service

Base Facility Charge - All Meter Sizes \$24.66

Charge Per 1,000 gallons \$3.36

No Cap

EXHIBIT B

PSC TRANSFER APPLICATION

See attached.

FLORIDA PUBLIC SERVICE COMMISSION

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

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

General Information

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.037(2), Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

Instructions

1. Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.
2. Fill out the attached application form completely and accurately.
3. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
4. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.
5. Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.
6. The completed application, attached exhibits, and the proper filing fee should be mailed to:

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

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

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

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

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

The undersigned hereby makes application for the transfer of facilities and transfer or cancellation of Water Certificate No. _____ and/or Wastewater Certificate No. _____ and amendment of Water Certificate No. _____ and/or Wastewater Certificate No. _____ in _____ County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

- A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone 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:

Utility Name

Office Street Address

City State Zip Code

Mailing Address (if different from Street Address)

City State Zip Code

() - () -
Phone Number Fax Number

Federal Employer Identification Number

E-Mail Address

Website Address

Water Certificate No. Wastewater Certificate No.

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

Name

Mailing Address

City State Zip Code

() - () -
Phone Number Fax Number

E-Mail Address

- C) Contact Information for Buyer. The buyer's name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

Buyer's Name

Office Street Address

City

State

Zip Code

Mailing Address (if different from Street Address)

City

State

Zip Code

() -

Phone Number

() -

Fax Number

Federal Employer Identification Number

E-Mail Address

New Utility Name

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

Name

Mailing Address

City

State

Zip Code

() -

Phone Number

() -

Fax Number

E-Mail Address

- E) The name, address, telephone number, and if available, e-mail address and fax number of the person in possession of the books and records when the application is filed.

Name		
Mailing Address		
City	State	Zip Code
() -	() -	
Phone Number	Fax Number	
E-Mail Address		

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

Corporation _____ 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

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

H) Provide the date and state of incorporation or organization of the buyer.

PART II **TRANSFER OF CERTIFICATE**

A) DESCRIPTION OF SALE AGREEMENT

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

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

b) The purchase price and terms of payment.

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

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

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

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

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

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

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

B) FINANCIAL ABILITY

- 1) Exhibit _____ - 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 _____ - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities’ ability to provide funding, such as financial statements.

C) TECHNICAL ABILITY

- 1) Exhibit _____ - Provide the buyer’s experience in the water or wastewater industry.
-
-
-
-
- 2) Exhibit _____ - Provide the buyer’s plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES

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

2) Exhibit _____ - Provide a statement explaining why the transfer is in the public interest.

3) Exhibit _____ - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

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

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

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

- 7) Exhibit _____ - Provide a copy of all of the utility’s correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility’s responses to the same, for the past five years.
- 8) Exhibit _____ - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

E) PROPOSED TARIFF

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

F) ACCOUNTING INFORMATION

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

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

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

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

G) NOTICING REQUIREMENTS

Exhibit - _____ - 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: _____

Applicant's Signature

Applicant's Name (Printed)

Applicant's Title

Date

EXHIBIT C

PSC DELETION AMENDMENT

See attached.

FLORIDA PUBLIC SERVICE COMMISSION

**INSTRUCTIONS FOR COMPLETING EXAMPLE
APPLICATION FOR AMENDMENT OF CERTIFICATE
(EXTENSION, QUICK TAKE EXTENSION, OR DELETION)**

**(Pursuant to Section 367.045, Florida Statutes, and
Rule 25-30.036, Florida Administrative Code)**

General Information

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.036, Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering (850) 413-6910.

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, please mark it "N.A." Do not leave any items blank.
3. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.
4. Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.
5. The completed application, attached exhibits, and the proper filing fee should be mailed to:

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

**APPLICATION FOR AMENDMENT OF CERTIFICATE
(EXTENSION, QUICK TAKE EXTENSION, OR DELETION)**

**(Pursuant to Section 367.045, Florida Statutes, and
Rule 25-30.036, Florida Administrative Code)**

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

The undersigned hereby makes application for amendment of Water Certificate No. _____ and/or Wastewater Certificate No. _____ to add or delete territory located in _____ County, Florida, and submits the following information:

Please check the type of amendment being requested. Based upon the type of amendment requested, please complete the following parts of the application. Where specific items are listed, only those items need to be completed under that part.

- Extension: Complete Parts I, II, V, and VI
- Quick Take: Complete Parts I, II (only items B-1, 2, 4, 6 and D-1, 2, 3), III, V, and VI
- Deletion: Complete Parts I, II (only items D-1, 2, 3), IV, V, and VI

PART I APPLICANT INFORMATION

A) Contact Information for Utility. The utility's certificated 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:

Utility Name

Office Street Address

City	State	Zip Code
------	-------	----------

Mailing Address (if different from Street Address)

City State Zip Code

() - () -

Phone Number Fax Number

Federal Employer Identification Number

E-Mail Address

Website Address

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

Name

Mailing Address

City State Zip Code

() - () -

Phone Number Fax Number

E-Mail Address

PART II **TERRITORY AMENDMENT**

Part II should be completed as follows based upon the type of amendment requested.

Extension: Complete all items under Part II

Quick Take Extension: Only need to complete items B-1, 2, 4, 6 and D-1, 2, 3.

Deletion: Only need to complete items D-1, 2, 3.

A) NEED FOR SERVICE IN THE PROPOSED AREA

- 1) Exhibit _____ - 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.

- 2) Exhibit _____ - Provide a copy of all requests from service from property owners or developers in areas not currently served.

- 3) Exhibit _____ - Provide a copy of 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.

- 4) Exhibit _____ - Provide a statement of any known land use restrictions, such as environmental restrictions imposed by governmental authorities.

B) TERRITORY DESCRIPTION, MAPS, FACILITIES, AND TECHNICAL ABILITY

- 1) Exhibit _____ - If the utility is planning to build a new water or wastewater treatment plant to serve the proposed territory, provide documentation of the utility's right to access and continued use of the land upon which the new utility treatment facilities that will serve the proposed territory 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 amendment to the certification of authorization.

- 2) Exhibit _____ - Provide a legal description of the territory proposed to be served in the format prescribed in Rule 25-30.029, F.A.C. In addition, if the extension of territory is adjacent to existing territory, provide one complete legal description of the resulting territory including both existing and expanded portions.
- 3) Exhibit _____ - Provide a detailed system map showing the proposed lines and treatment facilities, with the territory proposed to be served plotted thereon, consistent with the legal description provided in B-1 above. If the territory to be served is adjacent to the utility's existing territory, provide a complete map showing both existing and expanded territories. The map shall be of sufficient scale and detail to enable correlation with the description of the territory.
- 4) Exhibit _____ - 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 B-1 above.
- 5) Exhibit _____ - Provide a statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.

- 6) Exhibit _____ - Provide a copy of all current permits issued by the Department of Environmental Protection (DEP) and by the water management district.
- 7) Exhibit _____ - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.
- 8) Exhibit _____ - 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.

C) FINANCIAL ABILITY

- 1) Exhibit _____ - Provide a detailed statement regarding the proposed method of financing the construction and the projected impact on the utility's capital structure.

- 2) Exhibit _____ - Provide a statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

D) PROPOSED TARIFF AND RATE INFORMATION

- 1) Exhibit _____ - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.036, 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.

- 2) Exhibit _____ - Provide the number of the most recent order of the Commission establishing or changing the applicant's rates and charges.

- 3) Exhibit _____ - An affidavit that the utility has tariffs and annual reports on file with the Commission.

PART III QUICK TAKE EXTENSION ADDITIONAL INFORMATION

A) Exhibit _____ - Provide a written statement that the proposed new territory includes a maximum of 25 equivalent residential connections within such territory at the time the territory is at buildout. In addition, the statement should include a description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course clubhouse, or commercial.

B) Exhibit _____ - Provide a written statement that upon investigation:

1) There is no other utility in the area of the proposed territory that is willing and capable of providing reasonably adequate service to the new territory.

2) The person(s) or business(es) requesting water or wastewater service have demonstrated to the utility that service is necessary because: (Check all that apply)

- (a) a private well has been contaminated or gone dry ,
- (b) a septic tank has failed , or
- (c) service is otherwise not available .

PART IV TERRITORY DELETION ADDITIONAL INFORMATION

A) Exhibit _____ - Provide a statement specifying the reasons for the proposed deletion of territory.

B) Exhibit _____ - Provide a legal description of the territory proposed to be deleted in the format prescribed in Rule 25-30.029, F.A.C., along with a complete legal description of the remaining territory.

EXHIBIT A-2

Purchase Journal Entry Detail

	<u>Debit</u>	<u>Credit</u>	<u>In Service Date</u>
<u>New/Constructed Assets - Water</u>			
101.303 Land (survey)	2,400.00		March 2019
101.331 T&D Mains	287,909.23		March 2019
101.333 Services	303,597.87		March 2019
101.334 Meters	51,308.46		March 2019
101.340 Laptop, Software	6,511.05		March 2019
AD 108.331		22,729.68	three years (1)
AD 108.333		26,022.67	three years (1)
AD 108.334		9,054.43	three years (1)
AD 108.340		3,255.53	three years (1)
 <u>Legacy Assets - Water</u>			
101.310 Generator	2,000.00		2008
101.310 Generator	2,000.00		2009
101.320 Water Treatment Plant	8,100.00		
AD 108.310		8,100.00	
AD 108.310		2,000.00	
AD 108.320		2,000.00	
AD 108.345 (1)		-	
 <u>Legacy Assets - Wastewater</u>			
101.380 Sewer Treatment Plant	8,100.00		
101.395 Lawn Mower (1)	-		
AD 108.380		8,100.00	
 <u>New Assets - Wastewater</u>			
101.303 Land (survey)	2,400.00		March 2019
 <u>Contributions in Aid of Construction (forgiven SRF loan)</u>			
271.331 T&D Mains		211,146.21	March 2019
271.333 Services		222,651.90	March 2019
271.334 Meters		37,628.48	March 2019
271.340 Laptop, Software		4,775.06	March 2019
AD 272.331	16,669.44		three years (1)
AD 272.333	19,084.44		three years (1)
AD 272.334	6,640.32		three years (1)
AD 272.340	2,387.52		three years (1)
 224 Long Term debt		<u>167,071.23</u>	
 TOTAL	<u>719,108.33</u>	<u>724,535.19</u>	

(2) Accumulated Depreciation through March 31, 2022.

River Grove Utilities, Inc
Schedule of Plant, CIAC, Depreciation and Amortization

"Exhibit 18" in Original Certificate filing

	Cost	Revised	Vendor
303 LAND			
Survey	4,500		
301 ORGANIZATION			
	(1)		
Accounting	1,675.00		
MyMarket Place Vendor Registration	726.95		
Milian Swain & Associates, Inc.	25,000.00		
Friedman & Friedman	10,000.00		
Engineering(Tocoi)	19,940.00		
Filing Fee	1,500.00		
Licenses/Permits	250.00		
T & D PLANT (Accounts 304 through 339)			
Part 1 Section A			
	(1)		
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	368,279.00	345,120.00	TB Landmark
Change Order 2 Price Increase	15,995.46	15,993.28	TB Landmark
Part 1 Section B			
1,000 LF of 10 inch PVC watermain; 250 LF of 12 inch HDPE watermain; valves, fittings, fire hydrants, appurtenances	267,567.00	250,740.00	TB Landmark
Change Order 2 Price Increase	2,872.99	2,872.60	TB Landmark
Part 2			
Potable water service piping, valves, meters and meter boxes at approx 172 lots	310,181.00	290,680.00	TB Landmark
Change Order 2 (remove meter costs from 334)		(19,048.14)	
Engineering (Tocoi)	41,062.94		Tocoi
Engineering (Tocoi)	35,937.06		Tocoi
Engineering (Tocoi) Total Change Orders		34,531.54	Tocoi
R/W Permit	3,201.00	3,000.00	TB Landmark
Change Order 1: R/W Permit		6,653.08	TB Landmark
Meters & Meter Installation : change Order 2			
334 Price Increase	29,999.52	45,906.16	TB Landmark
General Plant (accounts 304, and 340 through 348)			
340 Panasonic Toughbook Laptop (Change Order 2)	2,684.00	2,684.00	TB Landmark
Change Order 2 Software		3,141.50	TB Landmark
TB landmark	949,228.00	889,540.00	59,688.00
Change Order 1	-	6,653.08	(6,653.08)
Change Order 2 - Meters		51,549.40	(51,549.40)
Tocoi	77,000.00	111,531.64	(34,531.64)

(1) Intangible assets not purchased and transferred to buyer

EXHIBIT B-1

Cobblestone II RVG LLC
Water and Wastewater Utility Division
April 2022 (1)

Line No.	NARUC Acct.		
1		Assets and Other Debits	
2	101	Utility Plant In Service	\$ 674,327
3	103	Property Held For Future Use	
4	104	Utility Plant Purchased or Sold	
5	105	Construction Work in Progress	
6	108	Accumulated Depreciation and Amortization of UPIS	(81,262) (1)
7	114	Utility Plant Acquisition Adjustments	
8	115	Accumulated Amortization of Utility Plant Acquisition Adjustments	
9	121	Nonutility Property	
10	122	Accumulated Depreciation and Amortization of Nonutility Property	
11	124	Utility Investments	
12	131	Cash	
13	132	Special Deposits	
14	141	Customer Accounts Receivable	
15	143	Accumulated Provision of Uncollectible Accounts - CR	
16	151	Plant Material and Supplies	
17	174	Miscellaneous Current and Accrued Assets	
18	186	Miscellaneous Deferred Debits	
19	190	Accumulated Deferred Income Taxes	
20		Total Assets and Other Debits	\$ 593,064
21			
22		Equity and Liabilities	
23		<u>Equity Capital</u>	
24	201	Common Stock Issued	
25	204	Preferred Stock Issued	
26	211	Other Paid In Capital	
27	215	Retained Earnings	
28	218	Proprietary Capital	
29		<u>Liabilities and Other Credits</u>	
30	224	Long Term Debt	161,644
31	231	Accounts Payable	
32	232	Notes Payable	
33	235	Customer Deposits	
34	236	Accrued Taxes	
35	237	Accrued Interest	
36	241	Miscellaneous Current and Accrued Liabilities	
37	252	Advances for Construction	
38	253	Other Deferred Credits	
39	255	Accumulated Deferred Investment Tax Credits	
40	265	Miscellaneous Operating Reserves	
41	271	Contributions in Aid of Construction (CIAC)	476,202
42	272	Accumulated Amortization of CIAC	(44,782)
43	281	Accumulated Deferred Income Taxes -Accelerated Amortization	
44	282	Accumulated Deferred Income Taxes -Liberalized Depreciation	
45	283	Accumulated Deferred Income Taxes - Other	
46		Total Equity, Liabilities and Other Credits	\$ 593,064

(1) Depreciation calculated through March 31 2022

EXHIBIT C-2

The Buyer has retained the same wastewater treatment plant operator. It will also rely upon Deborah Swain for financial regulatory matters and Martin Friedman for legal regulatory matters.

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 D-4

Prepared By/Return To:

Zimmerman, Kiser & Sutcliffe, P.A.
Attn: D. Scott Baker, Esq.
315 East Robinson Street Suite 600
Orlando, FL 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 21st day of April, 2022, by **River Grove Mobile Home Village I and II, Ltd.**, a Florida limited partnership, whose address is 8440 Highway U.S. 1, Micco, Florida 32976 (the "Grantor"), to and in favor of **Cobblestone II RVG LLC**, a Delaware limited liability company, whose address is 17W220 22nd Street, Suite 220, Oakbrook Terrace, IL 60181 (the "Grantee");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed unto Grantee, its heirs, successors, and assigns, that certain tract or parcel of land situate, lying and being in the County of Brevard, State of Florida, as more particularly described on **Exhibit "A"** attached hereto (the "Property");

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

TO HAVE AND TO HOLD the same unto Grantee in fee simple forever.

AND Grantor hereby covenants with the Grantee that the Grantor has good right and lawful authority to sell and convey said Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other; and that said land is free of all encumbrances made by, through or under Grantor except for (i) taxes and assessments for the current year and subsequent years, which are not yet due and payable and (ii) those matters set forth on **Exhibit "B"** hereto, but this instrument shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents as of the day and year first written above.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

River Grove Mobile Home Village I &
II, Ltd., a Florida limited partnership

By: River Grove Mobile Home Village, Inc.,
a Florida corporation
Its: General Partner

Richard Bass
Name: Richard Bass

By: Bonnie E Douglas
Bonnie E. Douglas, President

D. Scott Baker
Name: D. Scott Baker

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization under oath on this 15 day of April, 2022, by Bonnie E. Douglas, President of
River Grove Mobile Home Village, Inc., a Florida corporation, the General Partner of River Grove
Mobile Home Village I & II, Ltd., a Florida limited partnership, on behalf of the limited partnership, who
is personally known to me or has provided FL ID D242-065-29-555-0 as identification.

D. Scott Baker
Print _____
State of Florida at Large
My Commission expires: _____

[Notary Seal]



DANA SCOTT BAKER
Commission # HH 102091
Expires March 9, 2025
Bonded Thru Budget Notary Services

EXHIBIT "A"

Legal Description

TRACT 1:

PARCEL A

From 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. One, run North 89 degrees 29 minutes 18 seconds West a distance of 187.0 feet to the Point of Beginning of the herein described parcel; thence run South 0 degrees 26 minutes 36 seconds West a distance of 100.0 feet; thence run South 89 degrees 29 minutes 18 seconds East a distance of 231.24 feet to the said Westerly right of way line of U.S. Highway No. One and a point on a curve to the Southeast, said curve having for its elements a radius of 8672.41 feet, a central angle of 0 degrees 53 minutes 17 seconds; thence along said curve an arc distance of 134.42 feet to the Point of Tangency; thence run 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 run North 89 degrees 33 minutes 24 seconds West along said South line a distance of 1462.19 feet to the Easterly right of way of Florida East Coast Railway; thence run North 2 degrees 14 minutes 02 seconds West along said East right of way a distance of 357.15 feet to the Point of Curvature of a curve concave to the West; thence along said curve having a radius of 5779.65 feet and a central angle of 0 degrees 21 minutes 18 seconds, an arc distance of 35.81 feet to the South line of the North 786.51 feet of said Government Lots 2 and 5; thence run South 89 degrees 29 minutes 18 seconds East along the said North line a distance of 1114.25 feet to the Point of Beginning.

TOGETHER WITH the South 100.0 feet of the North 886.51 feet, lying East of U.S. Highway No. 1, of Government Lots 2 and 5, in Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

and

TOGETHER WITH that part of the North 293.76 feet of the South 448.9 feet of Government Lots 2 and 5 East of Highway U.S. #1, Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

TOGETHER WITH an easement for the benefit of the subject property as set forth in Quit Claim Deed recorded in Official Records Book 1230, Page 971, of the Public Records of Brevard County, Florida.

AND

PARCEL B

PARCEL NO. 1:

The South 471.51 feet of the North 786.51 feet of that part of Government Lot 2, lying West of the Florida East Coast Railroad, in Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

PARCEL NO. 2:

From a concrete monument marking the Southwest corner of Government Lot 2, Section 14, Township 30 South, Range 38 East, said point also being the Point of Beginning of the herein described parcel, run North 0 degrees 29 minutes 23 seconds East a distance of 154.73 feet; thence run South 89 degrees 10 minutes 00 seconds East a distance of 678.20 feet to the Westerly right of way of the Florida East Coast Railroad; thence run South 2 degrees 02 minutes 40 seconds East along said right of way a distance of 154.90 feet; thence run North 89 degrees 10 minutes 00 seconds West a distance of 685.05 feet to the Point of Beginning.

PARCEL NO. 3:

The South 200 feet of the North 315 feet of Government Lots 2 and 5, lying West of the Florida East Coast Railroad, Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

PARCEL NO. 4:

Begin at the 1' iron pipe marking the Northeast corner of the North one-half of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 30 South, Range 38 East, Brevard County, Florida, thence run South 0 degrees 15 minutes 21 seconds West a distance of 167.57 feet; thence run North 89 degrees 32 minutes 41 seconds West a distance of 301.95 feet; thence run North 09 degrees 14 minutes 29 seconds West a distance of 170.00 feet; thence run South 89 degrees 32 minutes 41 seconds East a distance of 330.00 feet to the Point of Beginning.

PARCEL NO. 5:

The North 293.76 feet of the South 448.9 feet of Government Lots 2 and 5, Section 14, Township 30 South, Range 38 East tying West of the Florida East Coast Railroad right of way, said land lying and being in Brevard County, Florida.

PARCEL NO. 6:

The South 100 feet of the North 886.51 feet of Government Lots 2 and 5, in Section 14, Township 30 South, Range 38 East, lying West of Florida East Coast Railroad, Brevard County, Florida.

RIVER GROVE II (Overall Legal Description consisting of Parcels 1 through 6 above):

From the Northeast corner of the North one-half of the Southwest one-quarter of the Northwest one-quarter of Section 14, Township 30 South, Range 38 East, Brevard County, Florida, said point also being the Point of Beginning run South 0 degrees 15 minutes 21 seconds West a distance of 115.00 feet; thence run S 89 degrees 32 minutes 49 seconds East a distance of 586.68 feet to the West right of way of the Florida East Coast Railroad, said point also being on a curve concave to the Southwest; thence Southeasterly along said curve having a radius of 5679.65 feet, a central angle of 7 degrees 14 minutes 20 seconds, an arc distance of 717.57 feet to a point of tangency; thence run S 02 degrees 13 minutes 14 seconds East a distance of 507.52 feet; thence run N 89 degrees 32 minutes 04 seconds W a distance of 684.76 feet; thence run N 0 degrees 15 minutes 21 seconds East a distance of 1167.02 feet; thence run N 89 degrees 32 minutes 41 seconds West a distance of 301.95 feet; thence run N 09 degrees 14 minutes 29 seconds West a distance of 170.0 feet; thence run S 89 degrees 32 minutes 41 seconds East a distance of 330.0 feet to the Point of Beginning.

TRACT 2:

Beginning at the intersection of the Westerly right of way of U.S. Highway No.1 and the North line of South 100.00 feet of the North 886.51 feet of Government Lots 2 and 5, Section 14, Township 30 South, Range 38 East, Brevard County, Florida, said point being the Point of Beginning of the following described property; run North 89°25'18" West a distance of 187.00 feet; thence run South 00°34'42" West a distance of 100.00 feet; thence run South 89°25'18" East a distance of 231.12 feet to the Westerly right of way of said U.S. Highway No.1; thence run Northwesterly and along a curve, having a radius of 8672.41 feet and a central angle of 00°43'20", an arc distance of 109.32 feet to the Point of Beginning.

Exhibit "B"

Permitted Encumbrances

1. Terms and conditions of Easement set out in Quit Claim Deed recorded March 14, 1972 in Official Records Book 1230, Page 971.
2. Easement in favor of Florida Power and Light Company recorded March 31, 1975 in Official Records Book 1517, Page 256.
3. Easement in favor of Florida Power and Light Company recorded April 24, 1975 in Official Records Book 1523, Page 478.
4. Easement in favor of Florida Power and Light Company recorded July 30, 1975 in Official Records Book 1547, Page 423.
5. Easement in favor of Florida Power and Light Company recorded January 8, 1976 in Official Records Book 1587, Page 184.
6. Easement in favor of Florida Power and Light Company recorded March 23, 1978 in Official Records Book 1862, Page 703.
7. Easement in favor of Florida Power and Light Company recorded September 22, 1982 in Official Records Book 2387, Page 2279.
8. Easement in favor of Florida Power and Light Company recorded November 19, 1984 in Official Records Book 2556, Page 1333.
9. Easement reserved in Warranty Deed recorded October 29, 1981 in Official Records Book 2334, Page 49.
10. Amended Easement Deed by Court Order recorded October 15, 2003 in Official Records Book 6990, Page 225, recorded February 6, 2013 in Official Records Book 6794, Page 1234 and recorded in Official Records Book 6901, Page 2361.
11. Resolution No. 95-04 recorded January 13, 1995 in Official Records Book 3448, Page 3034; re-recorded February 16, 1995 in Official Records Book 3455, Page 2656; Affidavit Confirming Error on Resolution No. 95-04 recorded August 27, 1996 in Official Records Book 3599, Page 4298.
12. Rights of tenants in possession, as tenants only, under prior unrecorded leases with no rights to purchase or rights of first refusal.



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

June 18, 2021

In the Matter of an
Application for Permit by:

River Grove Utilities
Bonnie E Douglas, President
8440 US Highway 1
Micco, Florida 32958
rbass5992@gmail.com

File Number FLA010400-005-DW3P
Brevard County
River Grove I & II MHV

NOTICE OF PERMIT ISSUANCE

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

Monitoring requirements under this permit are effective on October 1, 2021. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

NOTICE OF RIGHTS

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

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative,

if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

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

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

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

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

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline

for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

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

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Reggie Phillips
Program Administrator
Permitting and Waste Cleanup Program

Attachment(s):

1. Permit No. FLA010400
2. Discharge Monitoring Report
3. Statement of Basis

CERTIFICATE OF SERVICE

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

J David Bolam, P.E., Saltus Engineering, Inc, djbengineering@msn.com

DEP: Reggie Phillips, David Smicherko, Charles LeGros, Mohamed Abouelkheir, Carolyn Hall

FILING AND ACKNOWLEDGMENT

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



Clerk

June 18, 2021

Date



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

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

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

River Grove Utilities

RESPONSIBLE OFFICIAL:

Ms. Bonnie E Douglas, President
8440 US Highway 1
Micco, Florida 32958
(561) 664-4560
rbass5992@gmail.com

PERMIT NUMBER:

FLA010400

FILE NUMBER:

FLA010400-005-DW3P

ISSUANCE DATE:

June 18, 2021

EFFECTIVE DATE:

August 3, 2021

EXPIRATION DATE:

August 2, 2026

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] having a capacity of 0.030 MGD 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 15 of this permit.

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

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

Parameter	Units	Max. /Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow (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 Max	200 200 400 800	Monthly Geometric Mean Annual Average 90th Percentile Single Sample	Monthly	Grab	EFA-1	See I.A.4 and I.A.5
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-1	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.6
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Annually	Grab	EFA-1	
Nitrogen, Total	mg/L	Max Max	Report Report	Annual Average Single Sample	Monthly	Grab	EFA-1	See I.A.8
Phosphorus, Total (as P)	mg/L	Max Max	Report Report	Single Sample Annual Average	Monthly	Grab	EFA-1	See I.A.8

- 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.

- 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)]
- The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report to be used to calculate the annual average. All other fecal coliform effluent limitations included in permit condition I.A.1 apply regardless of the number of values reported. [62-600.440(5)(b)]

PERMITTEE: River Grove Utilities
 FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
 EXPIRATION DATE: August 2, 2026

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

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

6. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.510][62-600.440(5)(c) and (6)(b)]
7. Nitrate nitrogen (NO₃) 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]
8. Monitoring for total nitrogen (TN) and total phosphorus (TP) are required as allowed by Rule 62-600.650(3), FAC, to evaluate impacts of reclaimed water to ground and surface waters in an impaired water basin [62-600.650(3)]
9. **The Indian River Lagoon (IRL) Basin Management Action Plans (BMAPs) are currently being updated. The facility is inside the IRL Central BMAP. Language in the draft BMAP includes proposed nutrient limits for reclaimed water being applied inside the IRL BMAPs, as well as other requirements. The Department will reopen the permit when the BMAP is finalized to incorporate new applicable requirements including reduction of nutrients in the effluent. The Department encourages the utility to be active in the BMAP development process and be aware of any proposed changes and how they may affect the facility. Here is a link to the Department's BMAP website:**

<https://floridadep.gov/dear/water-quality-restoration/content/basin-management-action-plansbmaps>

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.A.8.7.:

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.A.8.4
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.A.8.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-1	See I.A.8.3

PERMITTEE: River Grove Utilities
FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
EXPIRATION DATE: August 2, 2026

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.A.8.1. 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. A elapsed time measurement on pump (pump log) shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
5. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (November 10, 2020)" is available at <https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
- The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

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

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

6. The permittee shall provide safe access points for obtaining representative samples which are required by this permit. [62-600.650(2)]
7. **Monitoring requirements under this permit are effective October 1, 2021.** 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

PERMITTEE: River Grove Utilities
 FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
 EXPIRATION DATE: August 2, 2026

submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

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

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

If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department's Central District Office at the address specified in Permit Condition I.A.8. **Error! Reference source not found.** by the twenty-eighth (28th) of the month following the month of operation.

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

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

Electronic submittal is preferred, by sending to DEP_CD@floridadep.gov

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

Phone Number - (407)897-4100

[62-620.305]

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

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be transferred to Brevard County South Central WWTF FL0102679 or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility

PERMITTEE: River Grove Utilities
 FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
 EXPIRATION DATE: August 2, 2026

does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. [62-620.320(6), 62-640.880(1)]

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

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

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

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

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Calculated volume based on estimated % solids. Reported in dry tons.

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

B. Disposal

1. 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

1. 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)]
2. 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
 1. Date and time shipped

Biosolids Treatment Facility or Treatment Facility
 1. Date and time received

PERMITTEE: River Grove Utilities
FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
EXPIRATION DATE: August 2, 2026

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

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

[62-640.880(4)]

D. Receipt

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

III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part IV Rapid Infiltration Basins

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. *[62-610.518]*
2. The maximum annual average loading rate to the three (3) rapid infiltration basins shall be limited to 3.96 inches per day (as applied to the entire bottom area). *[62-610.523(3)]*
3. The three (3) rapid infiltration basins normally shall be loaded for 7 days and shall be rested for 7 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. *[62-610.523(4)]*
4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. *[62-610.523(6) and (7)]*
5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.514 and 62-610.414]*
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of one or more operators certified in accordance with Chapter 62-602, F.A.C. In accordance with

PERMITTEE: River Grove Utilities
FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
EXPIRATION DATE: August 2, 2026

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

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

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

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

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

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection at the following address: on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by this permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for this permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current wastewater facility permit;
 - f. Copies of the current operation and maintenance manuals for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee as required by Chapters 62-600 and 62-604, F.A.C.;
 - g. A copy of any required record drawings for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee;
 - h. Copies of the licenses of the current certified operators;
 - i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
 - j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

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

PERMITTEE: River Grove Utilities
FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
EXPIRATION DATE: August 2, 2026

VI. SCHEDULES

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

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

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

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

VIII. OTHER SPECIFIC CONDITIONS

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. *[62-610.800(10)]*
2. In the event that the wastewater facilities or equipment, including collection/transmission systems, no longer function as intended, are no longer safe in terms of public health and safety (including inactive or abandoned facilities), or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by paragraphs 62-600.400(2)(a) and 62-604.400(2)(c), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. *[62-600.410(5), 62-604.500(3) and 62-640.400(6)]*
3. All collection/transmission systems shall be operated and maintained so as to provide uninterrupted service. *[62-604.500(2)]*
4. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(4)]*
5. Cross-connection, as defined in Rule 62-550.200, F.A.C., between the wastewater facility, including the collection/transmission system, and a potable water system is prohibited. *[62-550.360][62-604.130(3)]*
6. The collection/transmission operation and maintenance manual shall be maintained and revised periodically in accordance with subsection 62-604.500(4), F.A.C., to reflect any alterations performed or to reflect experience resulting from operation. However, a new operation and maintenance manual is not required to be developed for each project if there is already an existing manual that is applicable to the facilities being constructed. *[62-604.500(4)]*
7. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
8. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):

PERMITTEE: River Grove Utilities
FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
EXPIRATION DATE: August 2, 2026

- 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^oC or otherwise inhibiting treatment; or
- e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

9. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
10. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
11. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
12. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
13. The permittee shall provide notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility. If pretreatment becomes necessary, this permit may be modified to require the permittee to develop and implement a local pretreatment program in accordance with the requirements of Chapter 62-625, F.A.C.

[62-620.625(2)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*

PERMITTEE: River Grove Utilities
FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
EXPIRATION DATE: August 2, 2026

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

PERMITTEE: River Grove Utilities
FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
EXPIRATION DATE: August 2, 2026

F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

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

PERMITTEE: River Grove Utilities
FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
EXPIRATION DATE: August 2, 2026

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

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. For noncompliance events related to sanitary sewer overflows or bypass events, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (sanitary sewer overflows or bypass events), type of sewer overflow (e.g., manhole), discharge volumes by the treatment works treating domestic sewage, types of human health and environmental impacts of the sewer overflow event, and whether the noncompliance was related to wet weather. The written submission may be provided electronically using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification"). Notice required under paragraph (d) may be provided together with the written submission using the Business Portal. All noncompliance events related to sanitary sewer overflows or bypass events submitted after December 21, 2020 shall be submitted electronically.
 - (a) The following shall be included as information which must be reported within 24 hours under this condition:
 1. Any unanticipated bypass which causes any reclaimed water or the effluent to exceed any permit limitation or results in an unpermitted discharge,
 2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 4. Any unauthorized discharge to surface or ground waters.
 - (b) Oral reports as required by this subsection shall be provided as follows:
 1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
 - a. Name, address, and telephone number of person reporting;
 - b. Name, address, and telephone number of permittee or responsible person for the discharge;
 - c. Date and time of the discharge and status of discharge (ongoing or ceased);

PERMITTEE: River Grove Utilities
FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
EXPIRATION DATE: August 2, 2026

- d. Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - e. Estimated amount of the discharge;
 - f. Location or address of the discharge;
 - g. Source and cause of the discharge;
 - h. Whether the discharge was contained on-site, and cleanup actions taken to date;
 - i. Description of area affected by the discharge, including name of water body affected, if any; and
 - j. Other persons or agencies contacted.
2. Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1. above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.
- (c) If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.
- (d) In accordance with Section 403.077, F.S., unauthorized releases or spills reportable to the StateWatch Office pursuant to subparagraph (b)1. above shall also be reported to the Department within 24 hours from the time the permittee becomes aware of the discharge. The permittee shall provide to the Department information reported to the State Watch Office. Notice of unauthorized releases or spills may be provided to the Department through the Department's Public Notice of Pollution web page at <https://floridadep.gov/pollutionnotice>.
1. If, after providing notice pursuant to paragraph (d) above, the permittee determines that a reportable unauthorized release or spill did not occur or that an amendment to the notice is warranted, the permittee may submit additional notice to the Department documenting such determination.
 2. If, after providing notice pursuant to paragraph (d) above, the permittee discovers that a reportable unauthorized release or spill has migrated outside the property boundaries of the installation, the permittee must provide an additional notice to the Department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.

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

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*
22. Bypass Provisions.
- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
 - b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
 - c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

PERMITTEE: River Grove Utilities
FACILITY: River Grove I & II MHV WWTF

PERMIT NUMBER: FLA010400
EXPIRATION DATE: August 2, 2026

- 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)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Reggie Phillips
Program Administrator
Permitting and Waste Cleanup Program

Attachment(s):
Discharge Monitoring Report

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

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

PERMITTEE NAME:	River Grove Utilities	PERMIT NUMBER:	FLA010400-005-DW3P	DMR EFFECTIVE DATE:	October 1, 2021
MAILING ADDRESS:	8440 US Highway 1 Micco, Florida 32976- 2613	LIMIT:	Final	EXPIRATION DATE:	August 2, 2026
FACILITY:	River Grove I & II MHV WWTF	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:	Reuse to 3 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
NUMBER:
MONITORING PERIOD

R-001

PERMIT NUMBER: FLA010400-005-DW3P

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				800 (Max.)	400 (90th %)	200 (Mo.Geo.Mn.)	#/100mL		Monthly	Grab
pH	Sample Measurement										
PARM Code 00400 A Mon. Site No. EFA-1	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement										
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement				0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 Y Mon. Site No. EFA-1	Permit Requirement					Report (An.Avg.)		mg/L	0	Monthly	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 A Mon. Site No. EFA-1	Permit Requirement						Report (Max.)	mg/L	0	Monthly	Grab
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 Y Mon. Site No. EFA-1	Permit Requirement					Report (An.Avg.)		mg/L	0	Monthly	Grab
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 A Mon. Site No. EFA-1	Permit Requirement						Report (Max.)	mg/L	0	Monthly	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	0	Monthly	Calculated

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

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

PERMITTEE NAME:	River Grove Utilities	PERMIT NUMBER:	FLA010400-005-DW3P	DMR EFFECTIVE DATE:	October 1, 2021
MAILING ADDRESS:	8440 US Highway 1 Micco, Florida 32976- 2613	LIMIT:	Final	EXPIRATION DATE:	August 2, 2026
FACILITY:	River Grove I & II MHV WWTF	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:	Reuse to 3 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
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement							
PARM Code 80082 G Mon. Site No. INF-1	Permit Requirement			Report (Max.)	mg/L	0	Annually	Grab
Solids, Total Suspended (Influent)	Sample Measurement							
PARM Code 00530 G Mon. Site No. INF-1	Permit Requirement			Report (Max.)	mg/L	0	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 submit this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME:	River Grove Utilities	PERMIT NUMBER:	FLA010400-005-DW3P	DMR EFFECTIVE DATE:	October 1, 2021
MAILING ADDRESS:	8440 US Highway 1 Micco, Florida 32976- 2613	LIMIT:	Final	EXPIRATION DATE:	August 2, 2026
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:	RMP-Q	PROGRAM:	Domestic
COUNTY:	Brevard	MONITORING GROUP DESCRIPTION:	Biosolids Quantity		
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
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo.Total)	dry tons			0	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

FLA010400-005-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	Flow (To RIBs) MGD	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L	Solids, Total Suspended mg/L	pH s.u.			
Mon. Site	EFA-1	EFA-1	EFA-1	FLW-1	EFA-1	EFA-1	EFA-1	EFA-1			
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

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

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

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

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

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

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

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

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

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

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

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

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

PART A -DISCHARGE MONITORING REPORT (DMR)

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

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

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

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

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

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

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

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

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

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

PART B - DAILY SAMPLE RESULTS

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

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

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

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

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

PART D - GROUND WATER MONITORING REPORT

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

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

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

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

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

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

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

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

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

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

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

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

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

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

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

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

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

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

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

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

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

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

PERMIT NUMBER: FLA010400-005
FACILITY NAME: River Grove I & II MHV WWTF
FACILITY LOCATION: 8440 US Highway 1, Micco, FL 32976-2613
Brevard County
NAME OF PERMITTEE: River Grove Utilities
PERMIT WRITER: Mohamed Abouelkheir

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA010400-005-DW3P
Application Submittal Date: February 2, 2021

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)

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] having a capacity of 0.030 MGD located approximately at latitude 27°52' 25" N, longitude 80°30' 16" W.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

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

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow (To 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(5)(a)1. FAC
		Max	200	Monthly Geometric Mean	62-610.510 & 62-600.440(5)(a)2. FAC
		Max	800	Single Sample	62-610.510 & 62-600.440(5)(a)4. FAC
		Max	400	90th Percentile	62-610.510 & 62-600.440(5)(a)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(5)(c) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	62-610.510(1) FAC
Nitrogen, Total	mg/L	Max	Report	Single Sample	62-600.650(3) FAC.
		Max	Report	Annual Average	62-600.650(3) FAC.
Phosphorus, Total (as P)	mg/L	Max	Report	Single Sample	62-600.650(3) FAC.
		Max	Report	Annual Average	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

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

4. IMPAIRMENT STATUS OF RECEIVING WATERS

This facility does not discharge to surface waters. However, the R-001 land application system is located in a nutrient-impaired basin (WBID 3128A, North Prong St. Sebastian River). When effluent is land applied it infiltrates into groundwater and has the potential to deliver nutrient loads to the aquifer and hydrologically connected surface waters. Monitoring for total nitrogen and total phosphorus is included for R-001, rapid infiltration system in permit condition in order to provide reasonable assurance that the discharge to ground waters will not cause or contribute to the nutrient impairment in the basin.

5. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA010400-004-DW3P expires on August 2, 2021. The new wastewater permit for this facility FLA010400-005-DW3P expires on August 2, 2026.

The ownership was transferred from River Grove Mobile Home Village Inc to River Grove Utilities.

Monitoring for total nitrogen (TN) and total phosphorus (TP) are required as allowed by Rule 62-600.650(3), FAC, to evaluate impacts of reclaimed water to ground and surface waters in an impaired water basin. Monitoring has been increased from annually to monthly and now includes reporting of annual average. [62-600.650(3)].

The Indian River Lagoon (IRL) Basin Management Action Plans (BMAPs) are currently being updated. The facility is inside the IRL Central BMAP. Language in the draft BMAP includes proposed nutrient limits for reclaimed water being applied inside the IRL BMAPs, as well as other requirements. The Department will reopen the permit when the BMAP is finalized to incorporate new applicable requirements including reduction of nutrients in the effluent. The Department encourages the utility to be active in the BMAP development process and be aware of any proposed changes and how they may affect the facility. Here is a link to the Department's BMAP website:

<https://floridadep.gov/dear/water-quality-restoration/content/basin-management-action-plansbmaps>

6. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to Brevard County South Central WWTF FL0102679 or disposed of in a Class I solid waste landfill.

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

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

7. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

8. PERMIT SCHEDULES

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)]

9. INDUSTRIAL PRETREATMENT REQUIREMENTS

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

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

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

11. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

12. THE ADMINISTRATIVE RECORD

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

13. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Permit Issuance

June 18, 2021

14. DEP CONTACT

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

Mohamed Abouelkheir, MBA, Engineering Specialist
Mohamed.Abouelkheir@FloridaDep.gov

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

Telephone No.: (407)897-2966



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

March 1, 2021

Charles S. Douglas, Owner
River Grove Mobile Home Village I & II
8440 US Highway 1
Sebastian, Florida 32976
rivergrovevillage@att.net

Re: River Grove I & II MHV WWTF
DW Facility ID #FLA010400
Brevard County

Dear Mr. Douglas:

Department personnel conducted an inspection of the above-referenced facility on February 10, 2021. Based on the information provided during the inspection, the facility was determined to be in compliance with the Department's rules and regulations. A copy of the inspection report is attached for your records, and any non-compliance items which may have been identified at the time of the inspection have been corrected.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Carolyn Hall at 407-897-4114 or via e-mail at Carolyn.X.Hall@FloridaDEP.gov.

Sincerely,

A handwritten signature in black ink that reads "Jason Seyfert".

Jason Seyfert, Manager
Central District
Florida Department of Environmental Protection

Enclosure: Inspection Report

cc: Richard Bass rbass5992@gmail.com

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT

Facility Name and Physical Address River Grove MHP 8440 US Highway 1 Micco, FL 32976	WAFR ID FLA010400	County Brevard	Entry Date 2/10/2021	Entry Time 9:05 am		
	Facility Phone # (772)473-7212		Exit Date 2/10/2021	Exit Time 10:00 am		
LAT	27	°	52	'	24.96	"
LONG	80	°	30	'	15.75	"
Name(s) of Field Representatives(s) and Title Shane Howard		Operator Certification # Area Manager	Email mshoward@uswatercorp.net	Phone (352) 266-0741		
Name & Address of Permittee / Designated Rep. Charles S. Douglas 8440 US Highway 1 Sebastian, FL 32976		Title Manager	Email rivergrovevillage@att.net	Phone (772) 473-7212		
Inspection Type	<input checked="" type="checkbox"/> C	<input type="checkbox"/> E	<input type="checkbox"/> I	Samples Taken(Y/N): N	Sample ID#: N/A	Samples Split (Y/N) : N
<input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Industrial						

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

Facility and/or Order Compliance Status:	<input type="checkbox"/> In-Compliance	<input checked="" type="checkbox"/> Out-Of -Compliance	<input type="checkbox"/> Significant-Out-Of-Compliance
Recommended Actions: Compliance Letter			
Name(s) and Signature(s) of Inspector(s) Carolyn Hall 	District Office/Phone Number CD (407) 897-4114	Date 2/22/2021	
Name and Signature of Reviewer Jason Seyfert 	District Office/Phone Number CD (407) 897-4344	Date Click or tap to enter a date.	

Single Event Violations (*SNC SEVs)

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

Facility Treatment Summary:

An existing 0.030 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. R-001 is a reuse system which consists of three (3) rapid infiltration basins.

1. ♦Permit: In-Compliance

Current Permit available on-site?	Yes
Date Permit issued	August 3, 2016
Date Permit Expires	August 2, 2021
Permit Renewal Application due by	February 3, 2021
Administrative or Judicial Orders?	N/A

- 1.1 Observation: At the time of inspection the facility is not under any Admirative Orders or Judicial Orders.
- 1.2 Observation: At the time of inspection the current permit was available on site.

2. ♦Compliance Schedules: In-Compliance

Compliance Schedule in Permit met?	Yes
Compliance Schedules in Order are being met?	Not Applicable

- 2.1 Observation: At the time of inspection Department records indicate the compliance schedule in the permit has been completed.

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

Improvement Action	Completion Date
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

3. Laboratory: In-Compliance

Contract Lab Name and Certification #	Advanced Environmental Laboratories E-53076
Facility NELAC Certification #	Not Applicable

3.1 Observation: At the time of inspection the current lab certification is valid until June 30, 2021.

4. Sampling: In-Compliance

Sampling conducted during inspection?	No
Sampling observed during inspection?	No
Sampling conducted at locations identified by the permit?	Yes
Safe access to sampling locations?	Yes

5. Records and Reports: Out-of-Compliance

Documents/Records reviewed	Time frame
Discharge Monitoring Reports (DMRs)	From 01/01/2020 to 12/31/2020

5.1 **Deficiency: The maintenance and operation logbook was incomplete. Entry and exit time were not consistently documented.**

Rule/Permit Reference: (4) Domestic wastewater treatment plant operators shall maintain a separate operation and maintenance (O&M) log for each domestic wastewater treatment plant, and water treatment plant operators shall maintain a separate O&M log for each water treatment plant. The plant O&M log shall be maintained on site at the plant in a location accessible to 24-hour inspection and protected from weather damage. The plant O&M log shall be maintained in a hard-bound book with consecutive page numbering, or alternatively, part or all of the plant O&M log may be maintained electronically upon written request by the permittee or supplier of water and written approval by the appropriate Department district office, delegated local program, or approved county health department (ACHD). Department district offices, delegated local programs, and ACHDs shall approve partial or complete electronic plant O&M logs if the permittee or supplier of water demonstrates that required data will remain accessible to 24-hour inspection and

protected from weather damage; that adequate data storage capacity and data backup will be provided; that entries made by recording equipment will be date/time stamped; and that entries made by an operator will be date/time stamped and accompanied by an electronic signature unique to, and under the sole control of, the operator. The plant O&M log shall be maintained current to the last operation and maintenance performed and shall contain a minimum of the previous three months of data at all times. The plant O&M log shall contain the following information, which shall be entered in the O&M log during each plant visit before leaving the plant:

- (a) Identification of the plant;
- (b) The signature and license number of the operator making any entries;
- (c) Date and time in and out of the plant;**
- (d) Description of specific plant operation and maintenance activities, including any preventive maintenance or repairs made or requested;
- (e) Results of tests performed and samples taken, unless documented on a laboratory sheet;
- (f) Notation of any notification or reporting completed in accordance with subsection 62-602.650(3), F.A.C.

Corrective Action: Please ensure the operator is documenting the entry and exit time in the logbook. This was brought to the attention of the area manager who will speak to the operator. No further action is required at this time.

- 5.2 Observation: At the time of inspection a copy of the RPZ certification was on site and last performed by US Water on March 23, 2020.
- 5.3 Observation: At the time of inspection a logbook was on site properly bound and numbered. Maintenance and sampling were documented as needed; however, the operator was not consistently documenting the site time.
- 5.4 Observation: At the time of inspection the operator's certification was on site for Garie P. Lamony (C-0025309).

6. Facility Site Review: In-Compliance

- 6.1 Observation: *Access Control*- The facility was fenced, locked, and had the appropriate advisory signs. There were no odors, excessive corrosion, or excessive noise noted. There were no leaks at the time of inspection.
- 6.2 Observation: *Lift Station*- The facility contains three lift stations with two pumps per station. Each lift station was fenced and locked. The lift stations were functioning and had audible and visual alarms present.
- 6.3 Observation: *Headworks*- Influent comes in from the lift station through a bar screen and into the surge tank. Debris is cleaned from the manual bar screen each visit and disposed of into a covered screening container. A splitter box is present on the second surge tank.

- 6.4 Observation: Aeration- The facility contains six aeration basins and two blowers. The blowers were operational and had belt guards. The aeration basins were brown in color and appeared adequately mixed. No foaming was present.
- 6.5 Observation: Clarifier- The facility contains two clarifiers. There was some debris and pop-ups noted in the clarifier. The stilling was clean. The weirs were level and without fouling. The effluent leaving the weir appeared clear.
- 6.6 Observation: Disinfection/ Chlorine Contact Chamber- The facility contains one disinfection chamber. Sodium hypochlorite is used for disinfection. There is one Stenner hypo pump that was operational. The effluent was clear.
- 6.7 Observation: Digester- The facility contains two digestors. Each had sufficient storage and no odors or vectors were present.
- 6.8 Observation: The department was notified by email that two new surge tank pumps and a new panel were in the process of being installed.

7. Flow Measurement: In-Compliance

Flow meter present and location as per permit?	Yes
Easy access to flow meter?	Yes
Date of last flow meter calibration	10/28/2020

- 7.1 Observation: At the time of inspection Richard Bass noted that Florida rural water was coming to recalibrate the lift station pumps the same day due to an issue they corrected with the pump continuously running and showing higher flows.

8. ♦Operation and Maintenance: In-Compliance

Facility being operated as per permit?	Yes
--	-----

- 8.1 Observation: At the time of inspection the facility is making improvements to the surge tanks by installing two new pumps and a control panel.

9. ♦Effluent Quality: Out-of-Compliance

DMRs review period	From 01/01/2020 to 12/31/2020
Any exceedances?	Yes

- 9.1 **Deficiency: The following Total Suspended Solid (TSS) deficiencies occurred during the review period of January 2020 through December 2020:**

Date	Monitoring Location	Parameter	Result (mg/L)	Limit (mg/L)
08/2020	EFA-1	TSS Annual Avg	22.6	20
07/2020	EFA-1	TSS Annual Avg	22.6	20

06/2020	EFA-1	TSS Annual Avg	22.4	20
06/2020	EFA-1	TSS max	107	60
06/2020	EFA-1	TSS Weekly Avg	107.0	45
06/2020	EFA-1	TSS Monthly Avg	107	30

Rule/Permit Reference: Chapter 62-610.420, F.A.C. Except as specifically required by other Department rules or Florida Statutes, all domestic wastewater facilities shall provide, at a minimum, secondary treatment of wastewater prior to reuse or disposal. Secondary treatment requirements are specified below:

(3) Reuse, land application, or groundwater discharge (including underground injection)

(b) Total Suspended Solids

1. The annual average shall not exceed 20.0 mg/L,
2. The monthly average shall not exceed 30.0 mg/L,
3. The weekly average shall not exceed 45.0 mg/L; and,
4. The maximum-permissible concentration in any single sample shall not exceed 60.0 mg/L

Corrective Action: The TSS exceedance was an isolated event, causing the annual average to exceed. No other exceedances have occurred to date. No further action will be required at this time.

9.2 **Deficiency: The CBOD result reported on the Discharge Monitoring Report (DMR) for June 2020 was 38.2 milligrams per Liter (mg/L), which exceeded the maximum monthly limit of 30 mg/L for any one (1) sample.**

Rule/Permit Reference: Chapter 62-610.420, F.A.C. Except as specifically required by other Department rules or Florida Statutes, all domestic wastewater facilities shall provide, at a minimum, secondary treatment of wastewater prior to reuse or disposal. Secondary treatment requirements are specified below:

(3) Reuse, land application, or groundwater discharge (including underground injection)

(a) CBOD₅

1. The annual average shall not exceed 20.0 mg/L,
2. The monthly average shall not exceed 30.0 mg/L,
3. The weekly average shall not exceed 45.0 mg/L; and,
4. The maximum-permissible concentration in any single sample shall not exceed 60.0 mg/L.

Corrective Action: The BOD exceedance was an isolated exceedance. No other exceedances have occurred. No further action is required at this time.

10. ♦Effluent Disposal: In-Compliance

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

10.1 Observation: At the time of inspection the facility has three rapid infiltration basins located within the facility fence. The berms were maintained. Vegetation within the ponds was recently removed. There was approximately three to four feet of free board.

11. Biosolids: In-Compliance

11.1 Observation: 4,200 gallons of sludge was last hauled by Meeks Plumbing on October 14, 2020.

12. ♦Groundwater Quality: Not Applicable

DMRs review period	Not Applicable
Any exceedances?	Not Applicable
All monitoring wells accessible, secured & locked?	Not Applicable

12.1 Observation: At the time of inspection ground water monitoring is not applicable.

13. ♦SSO Survey: In-Compliance

Does the facility have an Operation and Maintenance Manual for their collection system?	Yes
Does the facility track spills in their collection system?	Yes
Does the facility have procedures for minimizing spills?	Yes
Are those procedures included in the Operation and Maintenance Manual or in a separate document?	Within the O&M
How often is the manual updated?	As needed

13.1 Observation: During the review period of January 2020 to December 2020 there have been no sanitary sewer overflows or malfunctions reported to the department.

13.2 Observation: At the time of inspection Richard Bass notes that the collection system manual is kept in the front office.

14. Other: Not Applicable

EXHIBIT E-1

WATER TARIFF

Cobblestone II RVG LLC, a Delaware limited liability company dba River Grove Utility
NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Erik Hagen
ISSUING OFFICER

CEO
TITLE

WATER TARIFF

Cobblestone II RVG LLC, a Delaware limited liability company dba River Grove Utility
NAME OF COMPANY

8440 South U.S. Highway 1

Micco, Florida 32976
(ADDRESS OF COMPANY)

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

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Erik Hagen
ISSUING OFFICER

CEO
TITLE

WATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations.....	6.0
Service Availability Policy and Charges.....	19.0
Standard Forms	22.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

Erik Hagen
ISSUING OFFICER

CEO
TITLE

RIVER GROVE UTILITY
WATER TARIFF

ORIGINAL SHEET NO. 3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 674-W

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-2020-0059-PAA-WS	02/24/2020	20190147-WS	Original Certificate

Erik Hagen
ISSUING OFFICER

CEO
TITLE

DESCRIPTION OF TERRITORY SERVED

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

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF SAID 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 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

Erik Hagen
ISSUING OFFICER

CEO
TITLE

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 AND THE POINT OF BEGINNING.

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

Erik Hagen
ISSUING OFFICER

CEO
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 Village	GS, RS	12.0, 13.0

Erik Hagen
ISSUING OFFICER

CEO
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for 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 Utility
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Erik Hagen
ISSUING OFFICER

CEO
TITLE

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Tariff Dispute	7.0	2.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections – Water	10.0	19.0

Erik Hagen
ISSUING OFFICER

CEO
TITLE

RULES AND REGULATIONS

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

Erik Hagen
ISSUING OFFICER

CEO
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)

Erik Hagen
ISSUING OFFICER

CEO
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)

Erik Hagen
ISSUING OFFICER

CEO
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 by-pass 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.

Erik Hagen
ISSUING OFFICER

CEO
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

Erik Hagen
ISSUING OFFICER

CEO
TITLE

GENERAL SERVICE
RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 34.92
Charge per 1,000 gallons	\$ 7.15

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 - _____, 2022

TYPE OF FILING - Transfer

Erik Hagan
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 – Monthly

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 34.92
Charge per 1,000 gallons:	\$7.15

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 – _____, 2022

TYPE OF FILING – Transfer

Erik Hagan
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:

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$175.00	2x times average estimated bill
All other meter sizes	2x times average estimated bill	2x times average estimated bill

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

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

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

EFFECTIVE DATE - _____, 2022

TYPE OF FILING - Transfer

Erik Hagan
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.

Erik Hagan
ISSUING OFFICER

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

EFFECTIVE DATE – _____, 2022

TYPE OF FILING – Transfer

Erik Hagan
ISSUING OFFICER

Manager
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

Erik Hagan
ISSUING OFFICER

Manager
TITLE

SERVICE AVAILABILITY POLICY

The utility has no approved service availability charges other than a Meter Installation Charge as shown on Sheet No. 19.0.

Erik Hagan
ISSUING OFFICER

Manager
TITLE

SERVICE AVAILABILITY CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Meter Installation Charge</u>	
5/8" x 3/4"	\$ 353.00
All other meter sizes	Actual Cost

EFFECTIVE DATE – _____, 2022

TYPE OF FILING – Transfer

Erik Hagan
ISSUING OFFICER

Manager
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

Erik Hagan
ISSUING OFFICER

Manager
TITLE

APPLICATION FOR WATER & WASTEWATER SERVICE

RIVER GROVE UTILITY
WATER TARIFF

ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

Erik Hagan
ISSUING OFFICER

Manager
TITLE

WASTEWATER TARIFF

COBBLESTONE II RVG LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA RIVER GROVE UTILITY
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

Cobblestone II RVG LLC, a Delaware limited liability company dba River Grove Utility
NAME OF COMPANY

8440 South U.S. Highway 1

Micco, Florida 32976
(ADDRESS OF COMPANY)

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

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served.....	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations.....	6.0
Service Availability Policy and Charges.....	16.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 575-S

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-2020-0059-PAA-WS	02/24/2020	20190147-WS	Original Certificate

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

DESCRIPTION OF TERRITORY SERVED

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

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF SAID 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 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

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

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 AND THE POINT OF BEGINNING.

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

ERIK HAGEN
ISSUING OFFICER

CEO
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 Village	GS, RS	12.0, 13.0

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for 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 Utility
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE@" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	7.0	8.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
General Information.....	7.0	1.0
Inspection of Customer's Installation.....	9.0	13.0
Limitation of Use.....	8.0	10.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Tariff Dispute	7.0	2.0
Termination of Service	9.0	17.0
Type and Maintenance.....	7.0	7.0
Unauthorized Connections - Wastewater.....	10.0	19.0

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

RULES AND REGULATIONS

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

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 7.0)

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

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 8.0)

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

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 9.0)

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

ERIK HAGEN
ISSUING OFFICER

CEO
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

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | <u>Meter Sizes</u> | <u>Base Facility Charge</u> |
|--------------------------|-----------------------------|
| All Meter Sizes | \$ 24.66 |
| Charge per 1,000 gallons | \$ 3.36 |
- 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 - _____, 2022
- TYPE OF FILING - Transfer

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 24.66
Charge per 1,000 gallons	\$ 3.36

- 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 - _____, 2022

TYPE OF FILING - Transfer

ERIK HAGEN
ISSUING OFFICER

CEO
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>
5/8" x 3/4"	\$99.00	2x average estimated bill
All other meter sizes	2x average estimated bill	2x average estimated bill

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

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

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

EFFECTIVE DATE - _____, 2022

TYPE OF FILING - Transfer

ERIK HAGEN
ISSUING OFFICER

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

EFFECTIVE DATE - _____, 2022

TYPE OF FILING - Transfer

ERIK HAGEN
ISSUING OFFICER

CEO
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

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

SERVICE AVAILABILITY POLICY

There are no approved service availability charges.

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

SERVICE AVAILABILITY CHARGES

NOT APPLICABLE

EFFECTIVE DATE - _____, 2022

TYPE OF FILING - Transfer

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

INDEX OF STANDARD FORMS

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

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

RIVER GROVE UTILITY
WASTEWATER TARIFF

ORIGINAL SHEET NO. 20.0

APPLICATION FOR WASTEWATER SERVICE

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

COPY OF CUSTOMER'S BILL

ERIK HAGEN
ISSUING OFFICER

CEO
TITLE

EXHIBIT F-1

Purchase Journal Entry Detail

	<u>Debit</u>	<u>Credit</u>	<u>In Service Date</u>
<u>New/Constructed Assets - Water</u>			
101.303 Land (survey)	2,400.00		March 2019
101.331 T&D Mains	287,909.23		March 2019
101.333 Services	303,597.87		March 2019
101.334 Meters	51,308.46		March 2019
101.340 Laptop, Software	6,511.05		March 2019
AD 108.331		22,729.68	three years (1)
AD 108.333		26,022.67	three years (1)
AD 108.334		9,054.43	three years (1)
AD 108.340		3,255.53	three years (1)
 <u>Legacy Assets - Water</u>			
101.310 Generator	2,000.00		2008
101.310 Generator	2,000.00		2009
101.320 Water Treatment Plant	8,100.00		
AD 108.310		8,100.00	
AD 108.310		2,000.00	
AD 108.320		2,000.00	
AD 108.345 (1)		-	
 <u>Legacy Assets - Wastewater</u>			
101.380 Sewer Treatment Plant	8,100.00		
101.395 Lawn Mower (1)	-		
AD 108.380		8,100.00	
 <u>New Assets - Wastewater</u>			
101.303 Land (survey)	2,400.00		March 2019
 <u>Contributions in Aid of Construction (forgiven SRF loan)</u>			
271.331 T&D Mains		211,146.21	March 2019
271.333 Services		222,651.90	March 2019
271.334 Meters		37,628.48	March 2019
271.340 Laptop, Software		4,775.06	March 2019
AD 272.331	16,669.44		three years (1)
AD 272.333	19,084.44		three years (1)
AD 272.334	6,640.32		three years (1)
AD 272.340	2,387.52		three years (1)
 224 Long Term debt		<u>167,071.23</u>	
 TOTAL	<u>719,108.33</u>	<u>724,535.19</u>	

(2) Accumulated Depreciation through March 31, 2022.

River Grove Utilities, Inc
 Schedule of Plant, CIAC, Depreciation and Amortization

"Exhibit 18" in Original Certificate filing

	Cost	Revised	Vendor
303 LAND			
Survey	4,500		
301 ORGANIZATION			
	(1)		
Accounting	1,675.00		
MyMarket Place Vendor Registration	726.95		
Milian Swain & Associates, Inc.	25,000.00		
Friedman & Friedman	10,000.00		
Engineering(Tocoi)	19,940.00		
Filing Fee	1,500.00		
Licenses/Permits	250.00		
T & D PLANT (Accounts 304 through 339)			
Part 1 Section A			
	(1)		
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	368,279.00	345,120.00	TB Landmark
Change Order 2 Price Increase	15,995.46	15,993.28	TB Landmark
Part 1 Section B			
1,000 LF of 10 inch PVC watermain; 250 LF of 12 inch HDPE watermain; valves, fittings, fire hydrants, appurtenances	267,567.00	250,740.00	TB Landmark
Change Order 2 Price Increase	2,872.99	2,872.60	TB Landmark
Part 2			
Potable water service piping, valves, meters and meter boxes at approx 172 lots	310,181.00	290,680.00	TB Landmark
Change Order 2 (remove meter costs from 334)		(19,048.14)	
Engineering (Tocoi)	41,062.94		Tocoi
Engineering (Tocoi)	35,937.06		Tocoi
Engineering (Tocoi) Total Change Orders		34,531.54	Tocoi
R/W Permit	3,201.00	3,000.00	TB Landmark
Change Order 1: R/W Permit		6,653.08	TB Landmark
Meters & Meter Installation : change Order 2			
334 Price Increase	29,999.52	45,906.16	TB Landmark
General Plant (accounts 304, and 340 through 348)			
340 Panasonic Toughbook Laptop (Change Order 2)	2,684.00	2,684.00	TB Landmark
Change Order 2 Software		3,141.50	TB Landmark
TB landmark	949,228.00	889,540.00	59,688.00
Change Order 1	-	6,653.08	(6,653.08)
Change Order 2 - Meters		51,549.40	(51,549.40)
Tocoi	77,000.00	111,531.64	(34,531.64)

(1) Intangible assets not purchased and transferred to buyer

EXHIBIT G

NOTICE OF APPLICATION FOR AUTHORITY TO TRANSFER WATER AND WASTEWATER CERTIFICATES OF AUTHORIZATION TO ANOTHER REGULATED UTILITY

DOCKET NO. 2022 ____ -WS

Application for transfer of water and wastewater facilities of River Grove Utilities, Inc., water Certificate No. 674-W and wastewater Certificate No. 575-S to Cobblestone II RVG LLC, a Delaware limited liability company dba River Grove Utility in Brevard County

DATE OF CUSTOMER NOTICE: May __, 2022

Notice is hereby given that Cobblestone II RVG LLC, a Delaware limited liability company dba River Grove Utility, (“Cobblestone”) has filed an Application for Approval of Transfer of the Water and Wastewater Systems of River Grove Utilities, Inc, in Brevard County, Florida, pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code.

Cobblestone is not requesting a change to rates, classifications, charges, or rules and regulations; therefore, your current rates will not be affected by this transfer. The water and wastewater systems provide service to the River Grove Mobile Home Village in the following described service territory in Brevard, Florida:

The following is a simplified legal description of the Utility's service territory. For the full legal description, please contact Martin S. Friedman at 407-310-2077 or mfriedman@deanmead.com:

A portion of Section 14, Township 30 South, Range 38 East, Brevard County, Florida.

Any objection to the application must be made in writing and filed with the Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than thirty (30) days after the last date that the notice was mailed or published, whichever is later, with a copy to Martin S. Friedman, Esquire, Dean Mead, 420 S. Orange Ave., Suite 700, Orlando, Florida 32801. The objection must state the grounds for the objection with particularity.