

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of CPI Citrus Park
Utility TRS, L.L.C. for Water and
Wastewater Certificates in Lee County,
Florida

Docket No.:

Filed: October 23, 2019

**APPLICATION OF CPI CITRUS PARK UTILITY TRS, L.L.C.
FOR ORIGINAL WATER AND WASTEWATER CERTIFICATES AND
APPROVAL OF INITIAL RATES, CHARGES AND
STANDARD SERVICE AGREEMENTS IN LEE COUNTY, FLORIDA**

CPI Citrus Park Utility TRS, L.L.C. (the “Utility”), by and through its undersigned attorneys and pursuant to section 367.045, Florida Statutes, and rule 25-30.033, Florida Administrative Code (“F.A.C.”), hereby applies for original certificates to operate an existing water and wastewater system in Lee County, Florida, and for approval of initial rates, charges, standard service agreement, and other tariff provisions. In support of its Application, the Utility submits the following information:

PART I APPLICANT INFORMATION

A. The full name, mailing address, telephone number and Federal Employer Identification

Number of the Utility are:

CPI Citrus Park Utility TRS L.L.C.
1001 Pennsylvania Avenue, N.W.
Suite 220
Washington, D.C. 22004
FEI NO. 84-1979718

B. The names, addresses, and phone numbers of the persons to contact concerning this

Application are:

D. Bruce May, Jr.
Holland & Knight LLP
316 South Calhoun St.
Suite 600
Tallahassee, Florida 32301
bruce.may@hklaw.com
850-425-5607

David B. Daniel
1001 Pennsylvania Ave., N.W.
Washington, D.C. 22004-2505
202-729-5800

C. The Utility is a Delaware limited liability company organized on May 31, 2019, and was authorized to transact business in Florida on June 4, 2019. See **Composite Exhibit “A”**, attached.

D. The names of the corporate officers of the Utility are set forth in **Composite Exhibit “A”**.

PART II NEED FOR SERVICE

A. On June 10, 2019, an affiliate of the Utility - CPI Citrus Park Owner, L.L.C. - acquired the Citrus Park Mobile Home and RV Park located in Lee County, Florida (the “Mobile Home Park”) from Citrus Park-Trost International, Inc. (“Citrus Park-Trost”). As part of the acquisition, CPI Citrus Park Owner, L.L.C. acquired water and wastewater systems owned by Citrus Park-Trost, which Citrus Park-Trost used to provide (i) master-metered water and wastewater services to the Mobile Home Park, which in turn provided those services to its tenants as part of their rent, (ii) master-metered water service to the not-for-profit Bell Villa Property Owners Association, Inc. (“HOA”), which in turn provided water service to HOA members who owned improved lots within the Bell Villa Subdivision, and (iii) a ten (10) acre parcel adjoining the Bell Villa Subdivision (the “Outparcel”). Currently there are approximately 1531 tenants in the Mobile Home Park and approximately 127 residential lots in the Bell Villa Subdivision. The tenants of the Mobile Home Park will continue to need the water and wastewater service previously provided by Citrus Park-Trost, and the HOA (and its members who reside in the Bell Villa Subdivision) will continue to need water service previously provided by Citrus Park-Trost and the HOA.¹

¹ Water will be provided to Outparcel from a private well owned by the Outparcel owner.

B. To the best of the Utility's knowledge, the provision of the water and wastewater services are and will continue to be consistent with the water and wastewater sections of Lee County's local comprehensive plan existing at the time this Application is filed.

PART III SYSTEM INFORMATION

A. WATER

1. The Utility provides potable water from three (3) wells on site. Raw well water is treated on site at a treatment plant with a design capacity of approximately 495,000 gallons per day ("GPD"). Finished water is then pumped to a 294,000 gallon storage tank and from there flows to: a 6 inch master meter serving the Mobile Home Park, and 4 and 8 inch master meters serving the HOA.
2. Copies of all permits issued for the water system by the Florida Department of Health ("FDOH")² and the Southwest Florida Water Management District ("SWFWMD") are attached as **Composite Exhibit "B"**.
3. Copies of all correspondence with the FDOH and SWFWMD regarding the water system, including consent orders and warning letters, and the utility's responses to the same, for the past five years are attached as **Composite Exhibit "C"**.
4. Copies of the most recent FDOH compliance inspection report and secondary drinking water report for the water system are attached as **Exhibit "D"**.
5. A 99-year lease for the land where the water treatment facilities are located is attached as **Exhibit "E"**.

B. WASTEWATER

1. The Utility provides wastewater services in bulk to the Mobile Home Park, which in turn provides wastewater service to its tenants as part of their rent. The Utility's wastewater treatment facilities ("WWTF") provide Class III reliability under rule 62-600.400, F.A.C., and have a permitted capacity of 0.199 million gallons per day ("MGD") three-month average daily flow using extended aeration processes. Wastewater effluent is disposed to 5 Rapid Infiltration Basins ("RIBs") with a total capacity of 0.199 MGD.
2. Copies of all permits issued for the WWTF by the FDEP are attached as **Composite Exhibit "F"**.

²In Lee County, the Florida Department of Environmental Protection ("FDEP") has delegated regulatory responsibilities for public drinking water systems under the Safe Drinking Water Act to the FDOH, and the Lee County Health Department Environmental Engineering is responsible for regulation, compliance monitoring and permitting of public water systems in the county.

3. Copies of all correspondence with the FDEP and the Lee County Health Department regarding the WWTF, including consent orders and warning letters and the owner's responses to the same, for the past five years are attached as **Composite Exhibit "G"**.
4. Copies of the most recent FDEP and/or Lee County Health Department sanitary survey and compliance inspection report for the WWTF are attached as **Exhibit "H"**.
5. A 99-year lease for the land where the WWTF are located is attached as **Exhibit "E"**.

PART IV FINANCIAL AND TECHNICAL INFORMATION

A. The Utility has the financial and technical ability to provide reasonably sufficient and efficient service. The Utility has contracted with Florida Utility Solutions Inc. ("FUSI") operate the water and wastewater systems. FUSI has extensive experience in the operation of such systems, and currently operates over 10 water and/or wastewater utility plants and maintains over 100 private lift stations for municipal and private utilities in South Florida. The law firm of Holland & Knight LLP and the utility consulting firm of Milian, Swain and Associates provide legal and regulatory advice to the Utility.

B. Applicant's rates for water and wastewater services have been structured to generate reasonable levels of revenue sufficient for it to achieve and sustain financial viability. A pro forma balance sheet of the Applicant, is attached as **Exhibit "I"**.

PART V ACCOUNTING AND RATE INFORMATION

A report prepared by Milian, Swain & Associates, Inc. setting forth the required financial information for the rate setting phase of this Docket are attached as **Exhibit "J"**.

A. Schedule 1, page 1, describes the projected rate base at 100% of design capacity including accumulated depreciation, projected CIAC and associated amortization, and working capital allowance.

B. Schedules 1A and 1B, pages 2-3, show projected utility plant in service by NARUC accounts and related accumulated depreciation at Year 4.

C. Schedule 2, page 4, describes projected annual contributions-in-aid-of-construction (“CIAC”) and associated amortization by year.

D. Schedules 3A and 3B, pages 10-11, provide the projected annual operating expenses by NARUC accounts at 100% of capacity.

E. Schedule 4, page 12, shows the projected capital structure of the utility.

F. Schedule 5, page 13, shows how the proposed rates were developed.

G. Schedules 6A & 6B, pages 14-15, describe the Utility’s proposed service availability policy.

H. Schedule 7, page 16, provides cost justification for meter installation fees.

I. Schedule 8, page 17, shows how the customer deposits and miscellaneous service charges were developed.

J. The supporting schedule on page 18 projects net income.

PART VI TERRITORY DESCRIPTION AND MAPS

A. TERRITORY DESCRIPTION

An accurate description of the water utility service territory, using township, range and section references as specified in rule 25-30.030(2), F.A.C., is attached hereto as **Exhibit “K”**.

An accurate description of the wastewater utility service territory, using township, range and section references as specified in rule 25-30.030(2), F.A.C., is attached hereto as **Exhibit “L”**.

B. TERRITORY MAPS

One copy of an official county tax assessment map showing township, range and section with a scale such as 1 “=200' or 1 “=400' on which the proposed water utility territory is plotted

by use of metes and bounds or quarter sections and with a defined reference point of beginning is attached hereto as **Exhibit “K”**.

One copy of an official county tax assessment map showing township, range and section with a scale such as 1 “=200' or 1 “=400' on which the proposed wastewater utility territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning is attached hereto as **Exhibit “L”**.

C. SYSTEM MAPS

One copy of separate detailed map(s) showing existing water and wastewater lines, facilities and the territory proposed are attached hereto as **Composite Exhibit “M”**.

PART VII NOTICE OF ACTUAL APPLICATION

A. An affidavit that the notice of actual Application was given in accordance with section 367.045(1)(a), Florida Statutes, and rule 25-30.030, F.A.C., by regular mail to the following will be late-filed as **Exhibit “N”**:

1. the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
2. the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
3. if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
4. the regional planning council;
5. the Office of Public Counsel;
6. the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
7. the appropriate regional office of the Department of Environmental Protection; and
8. the appropriate water management district.

B. An affidavit that the notice of actual Application was given in accordance with rule 25-30.030, F.A.C., by regular mail or personal delivery to each customer of the system will be late-filed as **Exhibit “O”**.

C. An affidavit that the notice of actual Application was published once in a newspaper of general circulation in the territory in accordance with rule 25-30.030, F.A.C. will be late-filed as **Exhibit “P”**.

PART VIII FILING FEE

Solely for purposes of calculating the filing fee, the water system’s capacity is approximately 1415 equivalent residential connections (“ERCs”)³, and the wastewater system’s capacity is approximately 711 ERCs; thus, the appropriate filing fee is \$3,000 (\$1,500 for the water system and \$1,500 for the wastewater system). A check for the filing fee in the amount of \$3,000 has been made out to the Commission and is being hand delivered to the Commission Clerk on the date of this filing.

PART IX TARIFFS

The water and wastewater tariffs containing all rates, classifications, charges, standard agreements, rules and regulations are attached hereto as **Composite Exhibit “Q”**.

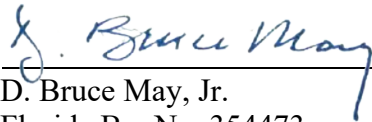
WHEREFORE, the Utility respectfully requests that the Commission grant:

- (a) the original water and wastewater certificates to the Utility as requested herein;
- (b) approval of the Utility’s initial rates, charges, standard service agreements and other tariff provisions as requested herein; and
- (c) such other relief as is fair, just and equitable.

³ The Utility has used the formulas set forth in rule 25-30.020, F.A.C., which assumes for purposes of calculating the filing fee an ERC is 350 GPD for water service and 280 GPD for wastewater service.

Respectfully submitted this 23rd day of October, 2019.

HOLLAND & KNIGHT LLP

By: 
D. Bruce May, Jr.
Florida Bar No. 354473
Email: bruce.may@hklaw.com
HOLLAND & KNIGHT LLP
315 S. Calhoun Street, Suite 600
Tallahassee, Florida 32301
Telephone: (850) 224-7000
Facsimile: (850) 224-8832

Attorneys for CPI Citrus Park Utility TRS, L.L.C.

COMPOSITE EXHIBIT A

OFFICERS

<u>NAME</u>	<u>TITLE</u>
Robert G. Stuckey	President
Alison Ando	Vice President
Paul B. Brady	Vice President
David B. Daniel	Vice President
Michael Gershenson	Vice President
James Grippi	Vice President
Jason Hart	Vice President
D. Scott Jenkins	Vice President
David Kingery	Vice President
Thomas Levy	Vice President
Christopher S. Lippman	Vice President
Barbara Murphy	Vice President
Brian D. Nelsen	Vice President
Edward Samek	Vice President
Mark J. Schoenfeld	Vice President
James Williams	Vice President
Kevin Gasque	Secretary and Treasurer



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CPI CITRUS PARK UTILITY TRS, L.L.C.

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No Events No Name History

Detail by Entity Name

Foreign Limited Liability Company
CPI CITRUS PARK UTILITY TRS, L.L.C.

Filing Information

Document Number	M19000005399
FEI/EIN Number	NONE
Date Filed	06/03/2019
State	DE
Status	ACTIVE

Principal Address

1001 PENNSYLVANIA AVE NW, STE 220 S
WASHINGTON, DC 20004

Mailing Address

1001 PENNSYLVANIA AVE NW, STE 220 S
WASHINGTON, DC 20004

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MBR

CARLYLE PROPERTY INVESTORS (MASTER REIT) L.L.C.
1001 PENNSYLVANIA AVE NW, STE 220 S

WASHINGTON, DC 20004

Annual Reports

No Annual Reports Filed

Document Images

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From:

Account Name : C T CORPORATION SYSTEM
Account Number : FC4000000023
Phone : (614)280-3338
Fax Number : (954)208-0845

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

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**Foreign Limited Liability Company
CPI Citrus Park Utility TRS, L.L.C.**

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APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. CPI Citrus Park Utility TRS, L.L.C.

(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Delaware

(Jurisdiction under the law of which foreign limited liability company is organized)

3. Applied For

(FEE number, if applicable)

4. Upon qualification

(Date first transacted business in Florida, if prior to registration.
(See sections 603.094, 4 & 603.0903, F.S. to determine penalty liability))

5. 1001 Pennsylvania Ave NW, Suite 220 South

(Street Address of Principal Office)

6. 1001 Pennsylvania Ave NW, Suite 220 South

(Mailing Address)

Washington DC 20004

Washington DC 20004

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: C T Corporation System

Office Address: 1200 South Pine Island Road

Plantation 33324
Florida 33324
(City) (Zip code)

Registered agent's acceptance:

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

By: C T Corporation System
Angel Shearer
(Registered agent's signature) **Angel Shearer**
Assistant Secretary


8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
<input type="checkbox"/> Manager	Name: Carlyle Property Investors	<input type="checkbox"/> Manager	Name: _____
<input checked="" type="checkbox"/> Member	Address: (Master REIT), L.L.C.	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	1001 Pennsylvania Ave NW, Suite 2205	<input type="checkbox"/> Authorized	_____
Person	Washington DC 20004	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
 <input type="checkbox"/> Manager	 Name: _____	 <input type="checkbox"/> Manager	 Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	_____	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
 <input type="checkbox"/> Manager	 Name: _____	 <input type="checkbox"/> Manager	 Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	_____	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Signature of an authorized person

Typed or printed name of signor

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "CPI CITRUS PARK UTILITY TRS, L.L.C." IS
DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN
GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF
THIS OFFICE SHOW, AS OF THE THIRTY-FIRST DAY OF MAY, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN
ASSESSED TO DATE.



7445413 830D

SR# 20195118073

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202938919

Date: 05-31-19

COMPOSITE EXHIBIT B



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE INDIVIDUAL PERMIT**

APPLICATION NO: 190515-9

PERMIT NUMBER: 36-00208-W

DATE ISSUED: June 12, 2019

EXPIRATION DATE: June 12, 2039

PERMITTEE: TROST INTERNATIONAL I N C
25501 TROST BOULEVARD
BONITA SPRINGS, FL 34135

PROJECT NAME: CITRUS PARK

PROJECT LOCATION: Lee County, S18,19/T47S/R26E

PROJECT DESCRIPTION/AUTHORIZING:

The use of groundwater from the water table aquifer and Lower Tamiami aquifer for a public water supply for the Citrus Park service area serving 3,450 persons in the year 2039 with an average per capita use rate of 66 gallons per day and an annual allocation of 83.11 million gallons.

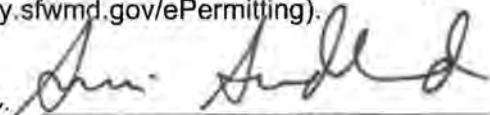
This is to notify you of South Florida Water Management District's (District) agency action concerning Permit Application Number 190515-9, received May 15, 2019. This action is taken pursuant to Chapter 373, Part II, Florida Statutes (F.S.), Rule 40E-1.603 and Chapter 40E-2, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a Water Use Individual Permit is in effect for this project subject to:

1. Not receiving a filed request for an administrative hearing pursuant to Section 120.57, F.S. and Section 120.569, F.S., or a request for a judicial review pursuant to Section 120.68, F.S.
2. The attached 32 permit conditions.
3. The attached 9 exhibits.

By acceptance and utilization of the water authorized under this permit, the Permittee agrees to hold and save the District and its successors harmless from any and all damages, claims or liabilities that may arise by reason of the construction, maintenance or use of activities authorized by this permit. Should you object to the permit, please refer to the attached "Notice of Rights" that addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition or request, please provide written objections, petitions, requests and/or waivers to: Office of the District Clerk, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406, or by email to clerk@sfwmd.gov.

CERTIFICATION OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 12th day of June, 2019, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: 
Simon Sunderland P.G.
Acting Bureau Chief
Water Use Bureau

SPECIAL PERMIT CONDITIONS

1. This permit is issued to:

TROST INTERNATIONAL I N C
25501 TROST BOULEVARD
BONITA SPRINGS, FL 34135

2. This permit shall expire on June 12, 2039.

3. Use classification is:

Public Water Supply

4. Source classification is:

Groundwater from:
Lower Tamiami Aquifer
Water Table Aquifer

5. Allocation:

Total annual allocation is 83.11 million gallons (MG). (227,699 GPD)

Total maximum monthly allocation is 10.18 million gallons (MG).

Allocation from a specific source (aquifer, waterbody, facility, or facility group):

Maximum annual allocation from Lower Tamiami Aquifer shall not exceed 66.50 million gallons (MG).

Maximum annual allocation from Water Table Aquifer shall not exceed 16.61 million gallons (MG).

Maximum monthly allocation from Lower Tamiami Aquifer shall not exceed 8.30 million gallons (MG).

Maximum monthly allocation from Water Table Aquifer shall not exceed 1.88 million gallons (MG).

These allocations represent the amount of water required to meet the water demands as a result of a rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1-in-10 year drought event. Compliance with the annual allocation is based on the quantity withdrawn over a 12-month time period. Compliance with the maximum monthly allocation is based on the greatest quantity withdrawn in any single month. The annual allocation expressed in GPD or MGD is for informational purposes only.

If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

1. All other conditions of the permit are met; and

2. The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

6. Withdrawal facilities:

Groundwater - Existing:

- 1 - 8" X 112' X 197 GPM Well Cased To 75 Feet
- 1 - 8" X 32' X 50 GPM Well Cased To 17 Feet
- 1 - 8" X 117' X 200 GPM Well Cased To 75 Feet

- 7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.
- 8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.
- 9. The Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, F.A.C.
- 10. Every five years from the date of last calibration, the Permittee shall submit re-calibration data for each withdrawal facility.
- 11. Prior to any withdrawals at the project, the Permittee shall provide the results of the calibration testing of the identified water accounting method(s) and equip all existing and proposed withdrawal facilities with approved water use accounting method(s) pursuant to Subsection 4.1.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District.
- 12. Monthly withdrawals for each withdrawal facility shall be reported to the District semi-annually. The water accounting method and means of calibration shall be stated on each report.
- 13. The Permittee shall notify the District within 30 days of any change in service area boundary that results in a change in demand that affects its permitted allocation. The allocation shall be modified to effectuate such change.

14. The Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
15. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, F.A.C.
16. The Standard Water Conservation Plan described in Subsection 2.3.2.F.1.a of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District and the Staff Report, must be implemented in accordance with the approved implementation schedule described in the following exhibit:
Exhibit 7
17. The Permittee shall notify the District within 30 days of entering into an inter-local agreement, contract, or other similar instrument to deliver or receive water outside of its service area or to serve a demand not identified to determine the allocation described in this permit. A copy of such agreement shall be provided to the District. The monthly volume of water delivered and/or received via each inter-local agreement, contract, or other similar instrument shall be submitted to the District at the same reporting frequency as the withdrawals for each withdrawal facility required in this permit.
18. The Permittee shall implement the wellfield operating plan submitted in support of the permit application, as described in the District staff report.
19. The Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Reports shall be submitted to the District on a yearly basis and are due by April 30th of each year.
20. The Permittee shall maintain an accurate flow meter at the point of discharge from the treatment plant for the purpose of measuring the daily flow of water.
21. Entities that control, either directly or indirectly, a wastewater treatment plant and/or reuse distribution system, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (A) the status of distribution system construction, including location and capacity of lines; (B) a summary of uncommitted supplies for the next year; (C) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (D) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.
5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that

could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.
9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

B. Reduction in water levels that harm the hydroperiod of wetlands,

C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

D. Harmful movement of contaminants in violation of state water quality standards, or

E. Harm to the natural system including damage to habitat for rare or endangered species.

11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

WATER USE STAFF REPORT

Application Number: 190515-9
Permit Number: 36-00208-W
Project Name: CITRUS PARK
Water Use Permit Status: RENEWAL
Location: LEE COUNTY, S18,19/T47S/R26E
Applicant's Name and Address: TROST INTERNATIONAL I N C
25501 TROST BOULEVARD
BONITA SPRINGS, FL 34135

Water Use Classification: Public Water Supply

Sources:

Groundwater from: Lower Tamiami Aquifer
Water Table Aquifer

Authorized Allocation:

Annual Allocation: 83.11 Million Gallons (MG)
Maximum Monthly Allocation: 10.18 Million Gallons (MG)

Specific Source Limitations:	Annual(MG)	Monthly(MG)
Water Table Aquifer	16.61	1.88
Lower Tamiami Aquifer	66.5	8.3

Existing Withdrawal Facilities - Groundwater

Source: Lower Tamiami Aquifer
1 - 8" X 112' X 197 GPM Well Cased to 75 Feet
1 - 8" X 117' X 200 GPM Well Cased to 75 Feet
Source: Water Table Aquifer
1 - 8" X 32' X 50 GPM Well Cased to 17 Feet

<u>Rated Capacity Source</u>	<u>Status Code</u>	<u>GPM</u>	<u>MGM</u>	<u>MGY</u>
Lower Tamiami Aquifer	E	397	17.4	209
Water Table Aquifer	E	50	2.2	26
Totals:		447	19.6	235

PURPOSE

The purpose of this application is to renew Water Use Permit 36-00208-W for a public water supply, serving 3,450 persons in the year 2039 with an average per capita use rate of 66 gallons per day and a maximum monthly to average monthly pumping ratio 1.47-to-1. Withdrawals are from the water table aquifer (WTA) and Lower Tamiami aquifer (LTA).

PROJECT DESCRIPTION

Citrus Park (the Project) is an existing public water supply utility for a residential community consisting of recreational vehicle lots, mobile homes, recreational facilities, and single family homes, located approximately 0.7 miles east of the intersection of Imperial Parkway and Interstate 75 interchange, in southern Lee County (Exhibits 1 through 3). Withdrawals are from the WTA (primary source) and LTA (primary source) via three existing withdrawal facilities. Well specification data is shown on Exhibit 4.

Water Treatment and Wastewater Treatment/Distribution System Losses:

The Project operates a water treatment plant with a treatment capacity of 0.49 million gallons (MG) per day. Approximately 80% of the groundwater is from the LTA source and 20% from the WTA source. Half of the groundwater from the LTA is treated through a reverse osmosis (RO) treatment facility (0.1 MG per day capacity) to reduce the chloride concentration (Exhibit 5). The RO treated groundwater from the LTA (approximately 75% efficiency) is mixed with groundwater from the LTA (untreated) and WTA prior to treatment with a degassifier (to remove iron and hydrogen sulfide) to produce potable drinking water. The average distribution losses is estimated to be at approximately 8%. The Citrus Park Waste Water Treatment Facility is permitted under Florida Department of Environmental Protection Permit (FDEP) FLA-014477. The facility treats the wastewater with chlorination prior to discharging into the rapid infiltration basins, located 500 feet west of the wellfield, with a capacity of 0.2 MG per day, for aquifer recharge.

Permit History:

The Project was initially permitted on October 9, 1980 for the use of groundwater from the LTA for a public water supply. The permit was modified on March 14, 1991 to add the WTA source due to saline water intrusion. The water use permit was continually renewed since originally issued. This application for renewal was received timely without proposed allocation increases.

PROJECTED WATER USE DEMANDS

Public water supply demands were calculated in accordance with Subsection 2.3.1.F of the Applicant's Handbook (AH) for Water Use Permit Applications within the South Florida Water Management District (District). The Applicant identified the demand of all the required components and calculated the raw water demands based on historical/projected population and raw water pumpage from the WTA and LTA for the service area (Exhibit 5). Inclusive of the raw water demand is an 84% cumulative treatment efficiency (that includes an 8% distribution loss) utilizing reverse osmosis to treat approximately half of the groundwater from the LTA. Public water supply demands for Citrus Park will serve approximately 3,450 persons (full buildout population estimate)

PROJECTED WATER USE DEMANDS (CONTINUED)

in the year 2039 with an average per capita daily water use of 66 gallons and a maximum monthly to average monthly pumping ratio of 1.47-to-1. Water use from multiple primary sources shall each receive a separate allocation, the sum of which will not exceed the maximum monthly demand for the projected use (Subsection 2.2.1 of the AH). Therefore, the allocation from the LTA is 66.50 MG annually and 8.30 MG maximum month and the balance of demand supplied by the WTA is 16.61 MG annually and 1.88 MG maximum month. This results in a combined allocation of 10.18 MG maximum month and 83.11 MG annually as shown on Exhibit 6.

IMPACT EVALUATION

To ascertain that reasonable assurances were provided to support the conditions of permit issuance, historical pumpages and water elevation monitoring data at United States Geological Survey (USGS) monitor well L-2195 was reviewed and evaluated, pursuant to Subsection 3.1.1 of the AH. The review also consisted of collected rainfall data from the FPWX rainfall station (Exhibit 2). Staff has determined that the Project's permitted public water supply withdrawals have occurred during a 1-in-10 drought. Monitoring data is consistent with the criteria set forth in Subsection 3.1.1 of the AH.

WATER RESOURCE IMPACT EVALUATION

Water Resource Availability

Water Table Aquifer

Land surface elevation at the Project is approximately 15 feet National Geodetic Vertical Datum (NGVD). Information obtained from District Technical Publication WS-34 indicates that the base of the WTA is at an elevation of approximately -34 feet NGVD. USGS monitor well L-2195, located approximately 2.3 miles southeast of the Project (Exhibit 2), indicates that the most recent 1-in-10 year drought event water elevation, inclusive of the Project's withdrawals, is approximately 8 feet NGVD. This leaves an aquifer of saturated aquifer thickness of approximately 42 feet. This application is for the continuation of an existing, historical, permitted use of groundwater from the WTA with no change in source, demand, and no reported harm to the water resource availability. Therefore, the potential for harm to occur to water resource availability of the WTA as a result of the withdrawal of the recommended allocation is considered minimal.

Lower Tamiami Aquifer

As stated above, the land surface elevation at the Project is approximately 15 feet NGVD. Information obtained from District Technical Publication WS-34 indicates that the top of the LTA is at an elevation of approximately -65 feet NGVD in the vicinity of the Project; therefore, the maximum developable limit (MDL) occurs at -45 feet NGVD or 20 feet above the top of the aquifer. Data from the Project's monitor well MW-1, located near the Project's wellfield, indicates that the water elevation or potentiometric surface elevation (that includes the Project's historical withdrawals) during the most recent 1-in-10 year drought event for the LTA is approximately -8.0 feet NGVD. Therefore, the potentiometric surface has remained approximately 37 feet above the MDL. This application is for the continuation of an existing, historical, permitted use of

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

groundwater from the LTA with no change in source, demand, and no reported harm to the water resource availability. Therefore, the potential for harm to occur to water resource availability of the LTA as a result of the withdrawal of the recommended allocation is considered minimal.

Existing Legal Users

Water Table Aquifer

The nearest existing legal user of the WTA is Stoneys Enterprises (Water Use Permit 36-01212-W) located on the eastern boundary of the Project (Exhibit 2). This application is for the continuation of an existing, historical, permitted use of water from the WTA with no change in source, demand, and no reported harm to existing legal users. Therefore, the potential for harm to occur to existing legal users of the LTA as a result of the withdrawal of the recommended allocation is considered minimal.

Lower Tamiami Aquifer

The nearest existing legal user of the LTA is the Bonita Springs Utilities (Water Use Permit 36-00008-W) with a wellfield located on the western boundary of the Project (Exhibit 2). This application is for the continuation of an existing, historical, permitted use of water from the LTA with no change in source, demand, and no reported harm to existing legal users. Therefore, the potential for harm to occur to existing legal users of the LTA as a result of the withdrawal of the recommended allocation is considered minimal.

Existing Off Site Land Uses

Water Table Aquifer

Land uses that are dependent upon water being on or near land surface and that existed prior to this application are protected from harm. The Project is located within agricultural and mining areas that surround the residential community (Exhibit 2). This application is for the continuation of an existing, historical, permitted use of water from the WTA with no change in source, demand, and no reported harm to existing offsite land uses. Therefore, pursuant to Subsection 3.6.2 of the AH, the use is not expected to result in significant reduction in water levels on the property of an existing offsite land use to the extent that: the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values); or result in damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use.

Lower Tamiami Aquifer

Land uses that are dependent upon water being on or near land surface and that existed prior to this application are protected from harm. The Project is located within agricultural and mining areas that surround the residential community (Exhibit 2). The LTA is separated from the WTA by the 32-foot thick Tamiami confining unit (District Technical Publication WS-34). This application is for the continuation of an existing, historical, permitted use of water from the LTA with no change in source, demand, and

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

no reported harm to existing offsite land uses. Therefore, pursuant to Subsection 3.6.2 of the AH, the use is not expected to result in significant reduction in water levels on the property of an existing offsite land use to the extent that: the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values); or result in damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use.

Migration of Saline Water

Water Table Aquifer

The nearest source of saline surface water is the Imperial River, located approximately 1.7 miles south of the Project (Exhibit 2). The nearest source of saline groundwater within the WTA, the saltwater interface, is located 1.6 miles south of the Project toward the Imperial River (District's Adaption To Sea Level Rise Project, 2014). The WTA is separated from deeper sources of saline water of the Mid-Hawthorn aquifer and the Floridan aquifer system by the Mid-Hawthorn confining layer (168 feet thick) and the Lower Hawthorn confining layer (212 feet thick), respectively (District Technical Publication WS-34). In addition, this application is for the continuation of an existing, historical, permitted use of water from the WTA with no change in source, demand, and no reported harm involving the migration of saline water. Therefore, the potential for saline water intrusion or upconing to occur as a result of the withdrawal of the recommended allocation is considered minimal.

Lower Tamiami Aquifer

As stated above, the nearest source of saline surface water is the Imperial River, located approximately 1.7 miles south of the Project (Exhibit 2). The LTA is separated from the WTA by the 32-foot thick Tamiami confining unit (District Technical Publication WS-34). Data from the Project's monitor well MW-1 for the LTA, located near the Project's wellfield, indicates that the chloride concentration during the most recent 1-in-10 year drought event is approximately 350 milligrams per liter (mg/L). The LTA is separated from deeper sources of saline water of the Mid-Hawthorn aquifer and the Floridan aquifer system by the Mid-Hawthorn confining layer (168 feet thick) and the Lower Hawthorn confining layer (212 feet thick), respectively (District Technical Publication WS-34). Since the District encourages the use of the lowest water quality for the use intended, saline groundwater may be used for a public water supply (Subsection 2.2.3 of the AH). As stated previously, approximately half of the groundwater from the LTA is treated through a RO treatment facility, which is mixed with the untreated groundwater from the LTA and WTA. In addition, this application is for the continuation of an existing, historical, permitted use of water from the LTA with no change in source, demand, and no reported harm involving the migration of saline water. Therefore, the potential for saline water intrusion or upconing to occur as a result of the withdrawal of the recommended allocation is considered minimal.

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

Wetland Environments

Water Table Aquifer

Pursuant to the Environmental Resource Permit (ERP) 36-00093-S, there are no on-site wetlands. The original ERP for the Project was issued in 1980. There are off-site wetlands immediately adjacent to the north and northeast of the Project. The off-site wetlands are within Lee County's Conservation 20/20 Lands, which are contiguous to District owned lands (Flint Pen Strand). The off-site wetlands can generally be described as cypress, pine-cypress, wet prairie, and freshwater marsh with varying degrees of exotic vegetation. No harm to the off-site wetlands has been documented as a result of the historical water use. This application is for the continuation of a historical, permitted use of water with no changes to source or allocation. Based on the above information and application of the narrative standard, the potential for harm to occur to the off-site wetlands as a result of the withdrawal of the recommended allocation is considered minimal.

Lower Tamiami Aquifer

As mentioned above, the Project does not contain on-site wetlands, but off-site wetlands are immediately adjacent to the Project's northern and northeastern boundary. The LTA is hydraulically separated from the WTA by a confining layer. Based on the above information and application of the narrative standard, the potential for harm to occur to the off-site wetlands as a result of the withdrawal of the recommended allocation is considered minimal.

Sources of Pollution

Water Table Aquifer

The nearest existing potential source of pollution is the solid waste facility called the Bonita Grande Sand Company (FDEP Facility ID 95094) located 1.3 miles southeast of the nearest Project's withdrawal facilities. The facility operated as an unauthorized yard trash processing facility that received vegetation debris until 2004 when the FDEP forced the closure and cleanup of the facility. The site has been undergoing cleanup that continues to the present by deconstructing the debris and then either properly disposing or recycling the debris. This application is for the continuation of an existing, historical, permitted use of water from the WTA with no change in source, demand, and no reported harm involving the migration of pollution. Therefore, the potential for movement of contaminants, if present, from known pollution sources as a result of the withdrawal of the recommended allocation is considered minimal.

Lower Tamiami Aquifer

As stated above, the nearest existing potential source of pollution is the solid waste facility called the Bonita Grande Sand Company (FDEP Facility ID 95094) located 1.3 miles southeast of the nearest Project's withdrawal facilities. The LTA is separated from the WTA by the 32-foot thick Tamiami confining unit (District Technical Publication WS-34). In addition, this application is for the continuation of an existing, historical, permitted use of water from the LTA with no change in source, demand, and no reported harm involving the migration of pollution. Therefore, the potential for

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

movement of contaminants, if present, from known or reported pollution sources as a result of the withdrawal of the recommended allocation is considered minimal.

ADDITIONAL INFORMATION

Regional Issues

Maximum Developable Limits

The LTA has an MDL set at 20 feet above the uppermost strata of the aquifer. Subsection 3.9.3 of the AH states that the water level shall not drop below the MDL during a 1-in-10 drought condition. As stated above in the Water Resource Availability section of this staff report, based on the impact evaluation, withdrawal of the recommended allocation for this water use permit does not impact the MDL for the LTA in the vicinity of the Project.

Project Site Issues

Legal Control and Land Use

Records from the Lee County property appraiser website indicates that the Permittee maintains legal control over the Project site. All withdrawal facilities are located within the Project boundaries. The water allocation requested for a public water supply is compatible with the land use category at this site (Subsection 2.1 of the AH).

Water Conservation Plan

The Permittee has implemented the elements of the Standard Water Conservation Plan as required by Subsection 2.3.2.F.1.a of the AH (Exhibit 7). Florida-Friendly landscape principles are encouraged and employed in common areas. Ultra-low volume plumbing is required for replacement of obsolete fixtures and new construction. Utility staff continually monitors for leaks and conducts regular inspections. A water conservation public education program is provided by sending water conservation information to residents via billing statements and postings in common building areas.

Potential Use of Reclaimed Water

The Citrus Park Waste Water Treatment Facility has the capacity to treat and dispose of approximately 0.2 MG per day of treated water for aquifer recharge.

Permit Duration

Pursuant to Subsection 1.5.2.C.3 of the AH, the demand is consistent with Rule 40E-2 of the Florida Administrative Code and the Permittee has demonstrated the need for the use of the recommended allocations for 20 years. Therefore, staff recommends a water use permit duration of 20 years.

ENVIRONMENTAL RESOURCE PERMIT STATUS:

Not Applicable

RIGHT OF WAY PERMIT STATUS:

Not Applicable

RECOMMENDATIONS

Project Name: CITRUS PARK

Application Number: 190515-9


Permit Number: 36-00208-W

RECOMMENDATION

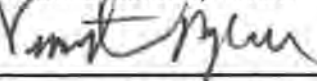
The use of groundwater from the water table aquifer and Lower Tamiami aquifer for a public water supply for the Citrus Park service area serving 3,450 persons in the year 2039 with an average per capita use rate of 66 gallons per day and an annual allocation of 83.11 million gallons.

STAFF EVALUATION

REVIEWER:

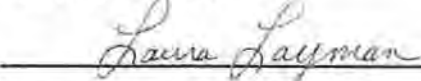


Matt Brosious, NRM

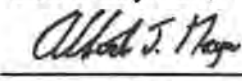


Vincent Migliore, P.G., WU

SUPERVISOR:

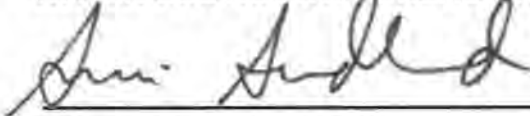


Laura Layman, NRM



Alberto J. Naya, P.G., WU

WATER USE ACTING BUREAU CHIEF:



Simon Sunderland, P.G.

Date: June 12, 2019

SPECIAL PERMIT CONDITIONS

1. This permit is issued to:

TROST INTERNATIONAL I N C
25501 TROST BOULEVARD
BONITA SPRINGS, FL 34135

2. This permit shall expire on June 12, 2039.

3. Use classification is:

Public Water Supply

4. Source classification is:

Groundwater from:
Lower Tamiami Aquifer
Water Table Aquifer

5. Allocation:

Total annual allocation is 83.11 million gallons (MG). (227,699 GPD)

Total maximum monthly allocation is 10.18 million gallons (MG).

Allocation from a specific source (aquifer, waterbody, facility, or facility group):

Maximum annual allocation from Lower Tamiami Aquifer shall not exceed 66.50 million gallons (MG). (182,192 GPD).

Maximum annual allocation from Water Table Aquifer shall not exceed 16.61 million gallons (MG). (45,507 GPD).

Maximum monthly allocation from Lower Tamiami Aquifer shall not exceed 8.30 million gallons (MG).

Maximum monthly allocation from Water Table Aquifer shall not exceed 1.88 million gallons (MG).

These allocations represent the amount of water required to meet the water demands as a result of a rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1-in-10 year drought event. Compliance with the annual allocation is based on the quantity withdrawn over a 12-month time period. Compliance with the maximum

SPECIAL PERMIT CONDITIONS

monthly allocation is based on the greatest quantity withdrawn in any single month. The annual allocation expressed in GPD or MGD is for informational purposes only.

If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

1. All other conditions of the permit are met; and
2. The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

6. Withdrawal facilities:

Groundwater - Existing:

- 1 - 8" X 112' X 197 GPM Well Cased To 75 Feet
- 1 - 8" X 32' X 50 GPM Well Cased To 17 Feet
- 1 - 8" X 117' X 200 GPM Well Cased To 75 Feet

7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.
8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.
9. The Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, F.A.C.
10. Every five years from the date of last calibration, the Permittee shall submit re-calibration data for each withdrawal facility.
11. Prior to any withdrawals at the project, the Permittee shall provide the results of the calibration testing of the identified water accounting method(s) and equip all existing and proposed withdrawal facilities with approved water use accounting method(s) pursuant to Subsection 4.1.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District.
12. Monthly withdrawals for each withdrawal facility shall be reported to the District semi-

SPECIAL PERMIT CONDITIONS

annually. The water accounting method and means of calibration shall be stated on each report.

13. The Permittee shall notify the District within 30 days of any change in service area boundary that results in a change in demand that affects its permitted allocation. The allocation shall be modified to effectuate such change.
14. The Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
15. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, F.A.C.
16. The Standard Water Conservation Plan described in Subsection 2.3.2.F.1.a of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District and the Staff Report, must be implemented in accordance with the approved implementation schedule described in the following exhibit:
Exhibit 7
17. The Permittee shall notify the District within 30 days of entering into an inter-local agreement, contract, or other similar instrument to deliver or receive water outside of its service area or to serve a demand not identified to determine the allocation described in this permit. A copy of such agreement shall be provided to the District. The monthly volume of water delivered and/or received via each inter-local agreement, contract, or other similar instrument shall be submitted to the District at the same reporting frequency as the withdrawals for each withdrawal facility required in this permit.
18. The Permittee shall implement the wellfield operating plan submitted in support of the permit application, as described in the District staff report.
19. The Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Reports shall be submitted to the District on a yearly basis and are due by April 30th of each year.
20. The Permittee shall maintain an accurate flow meter at the point of discharge from the treatment plant for the purpose of measuring the daily flow of water.
21. Entities that control, either directly or indirectly, a wastewater treatment plant and/or

SPECIAL PERMIT CONDITIONS

reuse distribution system, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (A) the status of distribution system construction, including location and capacity of lines; (B) a summary of uncommitted supplies for the next year; (C) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (D) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.
5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.
9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

B. Reduction in water levels that harm the hydroperiod of wetlands,

C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

D. Harmful movement of contaminants in violation of state water quality standards, or

E. Harm to the natural system including damage to habitat for rare or endangered species.

11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

R 21

R 22

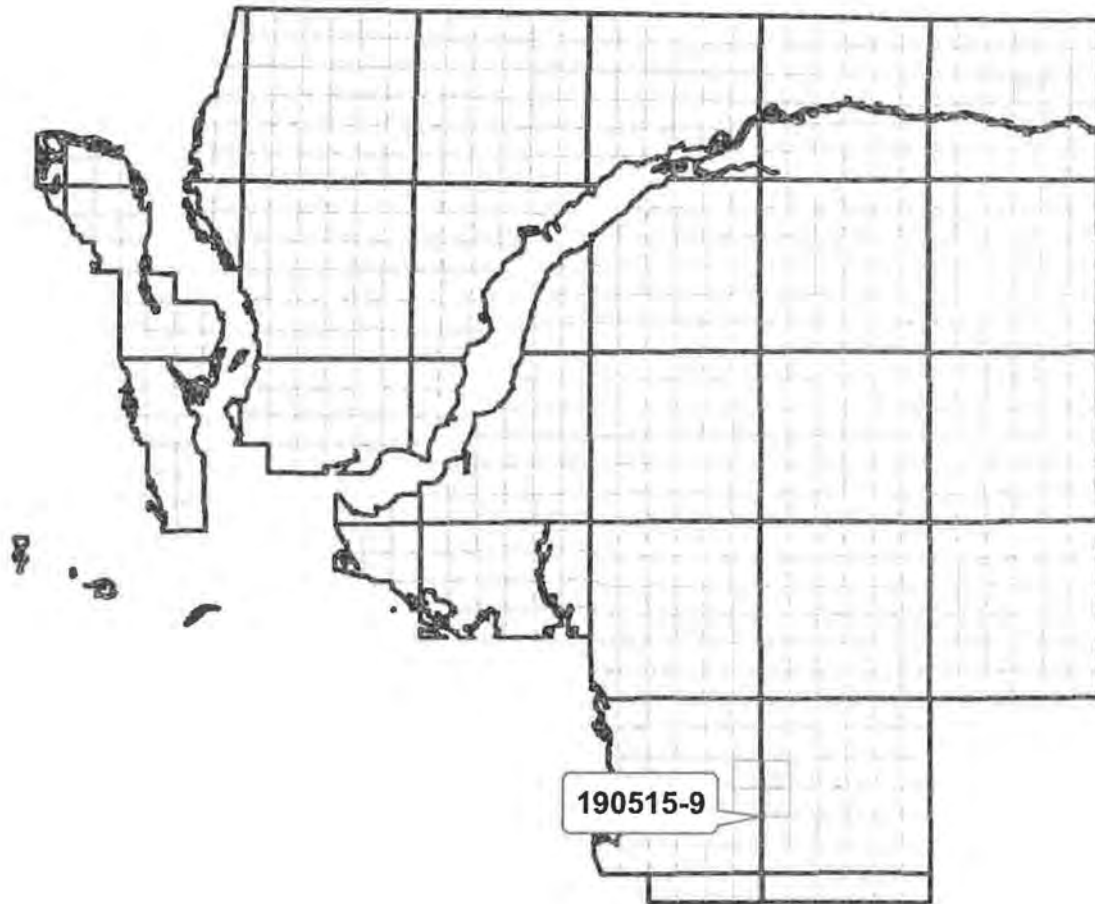
R 23

R 24

R 25

R 26

R 27



T 43

T 44

T 45

T 46

T 47

T 48



LEE COUNTY, FLORIDA

Application No: 190515-9

Permit No: 36-00208-W

Sec 18,19 / Twp 47 / Rge 26

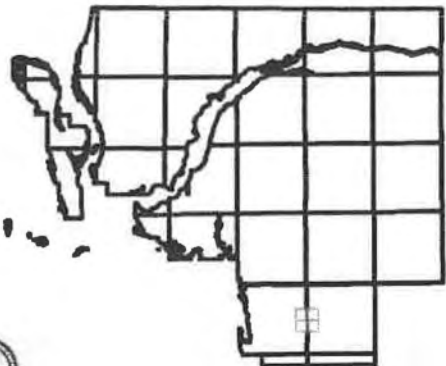
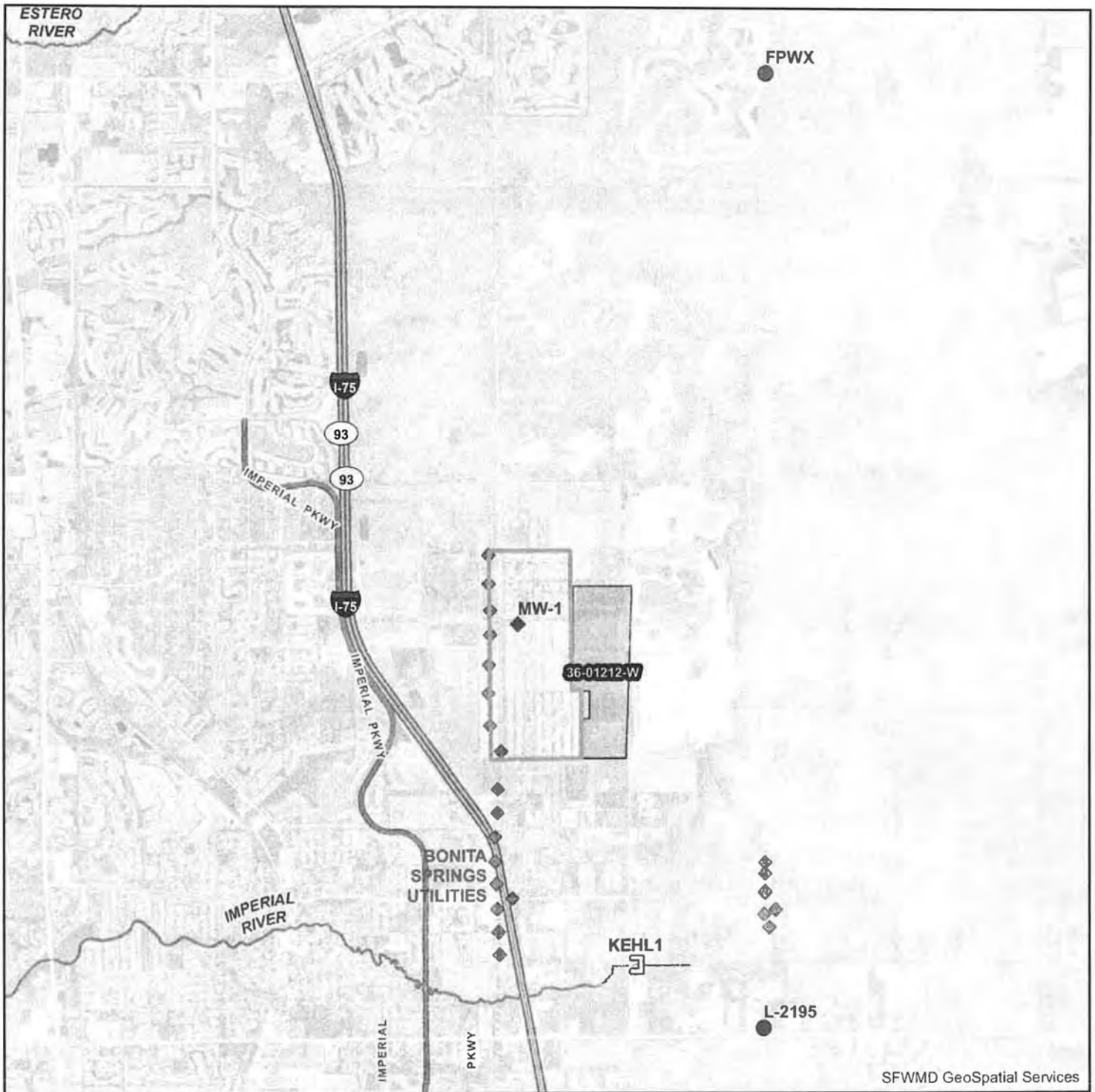
Project Name: CITRUS PARK

0 5 10
Miles



Map Date: 2019-06-03

Exhibit No: 1



LEE COUNTY, FLORIDA

◆ WELL

□ Application

Application No: 190515-9

Sec 18,19 / Twp 47 / Rge 26

Project Name: CITRUS PARK

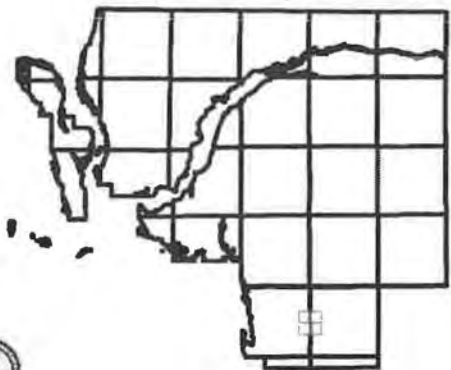
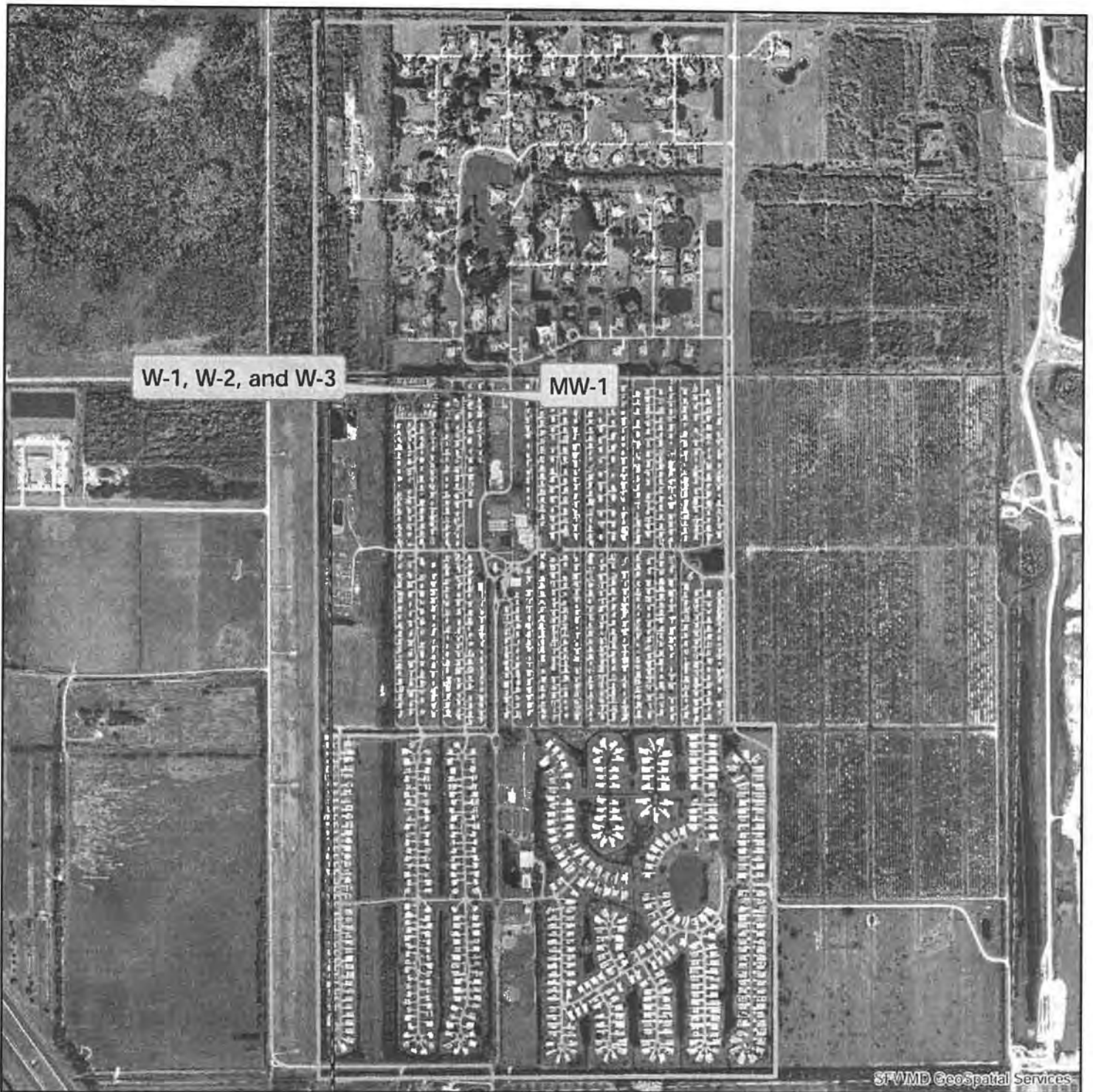
0 1 2
Miles

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Map Date: 2019-05-23


Permit No: 36-00208-W

Exhibit No: 2



LEE COUNTY, FLORIDA

 Application

 WELL

Application No: 190515-9

Sec 18,19 / Twp 47 / Rge 26

Project Name: CITRUS PARK

N



Map Date: 2019-06-03

Permit No: 36-00208-W


0 0.2 0.4
 Miles

Exhibit No: 3

TABLE - A
Description Of Wells.

Application Number: 190515-9

Well ID	21395	21396	21411	151692
Name	W-1	W-2	W-3	MW-1
Map Designator	W-1	W-2	W-3	MW-1
FLUWID Number				
Well Field				
Existing/Proposed	E	E	E	E
Well Diameter(Inches)	8	8	8	2
Total Depth(feet)	117	112	32	105
Cased Depth(feet)	75	75	17	85
Facility Elev. (ft. NGVD)				
Screened Interval				
From				
To				
Pumped Or Flowing	P	P	P	
Pump Type	Submersible	Submersible	Submersible	None
Pump Int. Elev. Feet (NGVD)				
Feet (BLS)				
Pump Capacity(GPM)	200	197	50	0
Year Drilled	1989	1989	1989	
Planar Location				
Source				
Feet East	409949	409949.899	409940	409954
Feet North	742598	742579.699	742595	742593
Accounting Method	Flow Meter	Flow Meter	Flow Meter	None
Use Status	Primary	Primary	Primary	Monitor
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Monitor
Aquifer	Lower Tamiami Aquifer	Lower Tamiami Aquifer	Water Table Aquifer	Lower Tamiami Aquifer

Wellfield Operating Schedule

Pumpage should be rotated between the two primary wells on a weekly basis to reduce individual well dependence and to equalize usage. The surficial aquifer well should operate for the same duration as the primary wells with a portion of the primary well flow and all of the surficial well flow designed to bypass the reverse osmosis system but enter the degasifier, transfer tank and pumping system. The surficial aquifer pump will be replaced with a smaller capacity pump capable of producing approximately 50 GPM to insure that the blended water continues to meet FDEP requirements for potable water. Water from both the surficial and the lower tamiami aquifer is potable but dissolved iron concentrations in the surficial aquifer well would damage the reverse osmosis membranes so it must be blended after the reverse osmosis system and prior to the degasifier. The water treatment process includes forced draft aeration which will reduce the iron concentration in the water from the surficial aquifer as well as the hydrogen sulfide present in the water from the lower tamiami aquifer wells. The operation is meant to improve water quality and reduce dependence on a single source of water by blending of the surficial aquifer water with the reverse osmosis product and bypassed lower tamiami aquifer water within the treatment system. Care should be taken to ensure that the water usage meets all mandated permit limitations.

Estimated Monthly Allocation Per Aquifer Based on Previous Data

Well Designation	Aquifer	Well Status	Pump Operating Schedule
PW-1	Lower Tamiami	Primary	One week at design rate of 200 GPM, then switch to PW-2.
PW-2	Lower Tamiami	Primary	One week at design rate of 197 GPM, then switch to PW-1.
PW-3	Water Table (Surficial)	Primary	Operate concurrently with well PW-1 and PW-2 at the reduced design rate of 50 GPM.

CITRUS PARK

Well operation will consist of the following allocations:

Well PW-1 or PW-2 normal operation at approximately 200 GPM of which 93 GPM is used to feed to the reverse osmosis system and 107 GPM is bypassed to the degasifier system. The reverse osmosis product flow of 70 GPM is to the degasifier and 23 GPM of concentrate is discharged to the sanitary sewer. During peak flow periods, the second nominal 200 GPM well will also run but both wells will be limited to 160 GPM each. This will allow operation of the wellfield to produce the highest quality water for the customers. Well PW-3 will be operating concurrently with the reduced 50 GPM flow bypassed directly to the degasifier system.

Total flows:

281 GPM to the degasifier and 23 GPM to sewer system during **normal operation** with flow below 400,000 GPD.

350 GPM to the degasifier and 23 GPM to sewer system during **peak operation** with flow above 400,000 GPD.

A flow diagram of the proposed system is attached.

Note: Operating hours per day are dependent on daily demands.

Month	Total Demand Year 2024	Water Table Aquifer Pumpage (MG)	Lower Tamiami Aquifer Pumpage (MG)
Jan	9.8	2.3	7.5
Feb	9.7	2.3	7.4
Mar	10.9	2.6	8.3
Apr	8.4	2.0	6.4
May	6.2	1.2	5.0
Jun	5.2	0.8	4.4
Jul	4.4	0.5	3.9
Aug	4.3	0.5	3.8
Sep	4.4	0.5	3.9
Oct	5.6	1.0	4.6
Nov	7.0	1.4	5.6
Dec	7.1	1.5	5.6
Total:	83.0	16.6	66.4

Summary Of Water Use Demands & Recommended Allocation Components

Application Number: 190515-9

Public Water Supply

Recommended Allocation (MGD): 0.2277 Recommended Maximum Month Withdrawals (MGM): 10.1755

Description	Population	Rec. PCUR	<----- Recommended Demands--			<u>Delivery System Efficiency</u>	<-----Recommended Alloca	
			<u>Avg. Daily MGD</u>	<u>Peak Factor</u>	<u>Max Monthly MGM</u>		<u>Daily MGD</u>	<u>Max. Monthly MGM</u>
Citrus Park utilities franchise area	3,450	66	0.2277	1.47	10.1755	100%	0.2277	10.1755

Water conservation plan For Citrus Park Utility

The Citrus Park utility system serves a somewhat unique mixture of recreational vehicle sites, mobile homes and single family homes, none of which are individually metered. Occupancy is largely seasonal for most of the recreational vehicles and mobile homes. There are seasonal rental units and owned units in the mixture so this water conservation plan has been prepared to address the mixed use.

The water conservation measures generally comply with applicable sections listed in Subsection 2.3.2.F.1.a of the Applicant's Handbook. The primary method of water conservation is education of the residents, owners and renters served by the utility. They consist of:

1. Water conservation information posted in common building areas.
2. Water conservation information provided to new owners.
3. Water conservation statement on quarterly billings.
4. Prohibition of in ground irrigation systems except in the single family subdivision which requires use of their stormwater lake if an irrigation system is constructed.

Some potential examples of educational information are attached to this plan.

Inside

- **Check faucets and pipes for leaks.** A small drip from a worn faucet washer can waste 20 gallons of water per day; larger leaks can waste hundreds of gallons.
- **Use your dishwasher and washing machine only for full loads.** When possible, avoid washing during heavy downpours.
- **Minimize use of kitchen sink garbage disposal units.** The units require a lot of water to operate properly and also add to the volume of solids in a septic tank, which can lead to maintenance problems. Instead of using a garbage disposal, compost kitchen scraps and use the nutrient-rich compost to enhance yard or garden soil.

CITRUS PARK

Outside

- **Add mulch to reduce evaporation.** Mulching reduces water needed in a garden by as much as 50 percent. It also has the added benefit of preventing weed growth, deterring pests, stabilizing soil temperature, and, as it decomposes, providing nutrients to the soil.
- **Harvest rain** to water flower beds, herb gardens and potted plants. Rain is free, and it's beneficial for plants because rain does not contain hard minerals.
- **Choose native plants** that are adapted to the area and need less water.
- **Check hose and faucet connections for leaks** – a drop wasted each second can add up to a couple of gallons each day.
- **Do not water the lawn or plants in, or shortly after, rainy weather.**



PROTECT OUR RESOURCES... FOR GENERATIONS TO COME

Florida attracts visitors and residents alike. We all enjoy the recreational opportunities afforded by springs, beaches, rivers, forests, and prairies. And the state is a gardener's paradise, offering nearly twelve months of horticultural productivity.

But Florida's rapid population growth presents challenges. Loss of wildlife habitat, water pollution, and the increasing demand placed on a limited water supply threaten the natural resources that brought us here.

Now, more than ever, it is time to make choices that protect the health and beauty of Florida. Those choices start right in your home landscape.

Florida's springs (pictured above) offer wildlife habitat and recreational opportunity, but they are increasingly threatened by pollution. Florida-Friendly Landscaping™ practices help protect Florida's water resources from contamination.

Swales (dips) and berms (rises) help slow the runoff of stormwater from a landscape. The water percolates through the soil and is filtered by turfgrass before it reaches the underground reservoir called the aquifer. Porous pavers (pictured right), like mulch and crushed shell, also allow runoff to seep into the earth instead of being channeled into nearby water bodies.



CITRUS PARK

To learn more about creating and maintaining attractive landscapes that protect Florida's water resources and environment, contact your county Extension office.



Rain barrels may be visually unobtrusive and screened, or even painted to match the house.

Or contact the FFL State office at:

(352) 273-4518

<http://fyn.ifas.ufl.edu>

E-mail: fyn@ifas.ufl.edu

The Cooperative Extension Service is a partnership between the University of Florida and your local county government.



FIND OUT HOW TO CONVERT YOUR YARD TO A
FLORIDA-FRIENDLY LANDSCAPE TODAY!

Visit Publications at: <http://fyn.ifas.ufl.edu>



3



Create a Florida-Friendly Yard



Florida-Friendly
Landscaping™ PROGRAM
Solutions for Your Yard

EXHIBIT 7

OUR YARDS AND COMMUNITY LANDSCAPES

The first line
of defense.

Every year, thousands of Floridians turn to their county's UF/IFAS Extension office for advice from trained horticultural staff and master gardener volunteers. UF/IFAS Extension can teach you to design and maintain an attractive home landscape that uses minimal water, fertilizer, and pesticides.



Florida Yards & Neighborhoods (FYN) is a public education and outreach program for homeowners. As part of the Florida-Friendly Landscaping™ (FFL) Program, it is offered statewide through most UF/IFAS Extension offices.

Help is just a phone call away and your county Extension office is a wealth of information. Signage at the Citrus County Extension office (pictured below) teaches visitors about the nine Florida-Friendly Landscaping™ principles.

Contact your county Extension office at <http://solutionsforyourlife.ifas.ufl.edu/map/> to find a schedule of FFL workshops. Learn how to build a compost bin, build and install a rain barrel (pictured above), plant a vegetable garden, calibrate your sprinkler system, and much more! Phone: (352) 273-4518 or visit the web site: <http://fyn.ifas.ufl.edu>. Please visit our web site to find your county Extension office.



CITRUS PARK THE NINE PRINCIPLES

The nine Florida-Friendly Landscaping™ principles emphasize sustainable landscaping choices.



#1 RIGHT PLANT, RIGHT PLACE

Select plants suited for a specific location. Plants in the right place will thrive on minimal amounts of water, fertilizer, and pesticides.



#2 WATER EFFICIENTLY

Irrigate only when your lawn and landscape show wilt signs. Water during cooler times of day, and check your irrigation system regularly for leaks and clogs.



#3 FERTILIZE APPROPRIATELY

Apply fertilizers with at least 30% slow-release nitrogen (N) at the right times and in the right amounts to prevent leaching and runoff into ground- and surface waters. Never fertilize before a heavy rain.



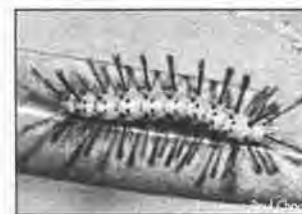
#4 MULCH

Maintain a 2-3" layer of mulch on landscape beds to retain soil moisture, prevent erosion, and suppress weed germination.



#5 ATTRACT WILDLIFE

Choose plants with fruits or berries to attract birds and other pollinators. Leave snags and increase vertical layering to provide wildlife habitat.



#6 MANAGE YARD PESTS RESPONSIBLY

Practice Integrated Pest Management (IPM) for a healthy, sustainable approach to keeping your landscape safe from pest insects.



#7 RECYCLE

Return valuable nutrients to the soil and reduce waste disposal by composting grass clippings, raked leaves, and pruned tree and plant parts.



#8 REDUCE STORMWATER RUNOFF

Use features like earth shaping and rain gardens to keep rainwater on your landscape, rather than letting it run off into storm drains, carrying fertilizers, pesticides, soil, and other debris.



#9 PROTECT THE WATERFRONT

Protect the water body you live on from chemicals and debris. Designate a 10' maintenance-free zone between shoreline and your landscape and do not fertilize, mow, or apply pesticides in that area.

EXHIBIT 17

Requirement by Permit Condition Report

App No: 190515-9

Permit No: 36-00208-W

Project Name: CITRUS PARK

Permit Condition No: 10

Permit Condition Code: WUSTD021-2

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - W-1	Calibration report for WELL W-1	Every Five Years	Every Five Years	30-APR-2024
WELL - W-2	Calibration report for WELL W-2	Every Five Years	Every Five Years	30-APR-2024
WELL - W-3	Calibration report for WELL W-3	Every Five Years	Every Five Years	30-APR-2024

Permit Condition No: 12

Permit Condition Code: WUSTD022-1

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - W-1	Monthly withdrawal for WELL W-1	Monthly	Semi-Annually	31-JAN-2020
WELL - W-2	Monthly withdrawal for WELL W-2	Monthly	Semi-Annually	31-JAN-2020
WELL - W-3	Monthly withdrawal for WELL W-3	Monthly	Semi-Annually	31-JAN-2020

Permit Condition No: 19

Permit Condition Code: WUPWS003-1

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
PERMIT	Unaccounted for Distribution Losses	Yearly	Yearly	30-APR-2020

STAFF REPORT DISTRIBUTION LIST

CITRUS PARK

Application No: 190515-9

Permit No: 36-00208-W

INTERNAL DISTRIBUTION

X Vincent Migliore, P.G.

EXTERNAL DISTRIBUTION

- X Permittee - Trost International I N C
- X Engr Consultant - Murchkey Utility Engineering L L C

GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 4 FDEP
- X Engineer, City of Bonita Springs

OTHER INTERESTED PARTIES

- X BONITA SPRINGS UTILITIES INC
- X STONEYS ENTERPRISES

Exhibit No:9



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

36-58-1870283

36-BID-4191596

Miscellaneous - Safe Drinking Water Act

Issued To: Citrus Park RV Resort
25501 Trost Boulevard SE
Bonita Springs, FL 34135

County: **Lee**
Amount Paid: \$1,000.00
Date Paid: 06/24/2019
Issued Date: 06/30/2019

Expires On: 06/30/2020

Mail To: Citrus Park RV Resort
25501 Trost Boulevard SE
Bonita Springs, FL 34135

Issued By:
Department of Health in Lee County
60 S Danley Drive, Unit 1
Fort Myers, FL 33907
(239) 274-2200

Owner: Citrus Park RV Resort

Original Customer: Citrus Park RV Resort(NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

36-58-1870283

36-BID-4191596

Miscellaneous - Safe Drinking Water Act

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25501 Trost Boulevard SE
Bonita Springs, FL 34135

Issued By:
Department of Health in Lee County
60 S Danley Drive, Unit 1
Fort Myers, FL 33907
(239) 274-2200

Owner: Citrus Park RV Resort

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Vision: To be the Healthiest State In the Nation

June 24, 2013

PERMITTEE:

Tamara Swan
Citrus Park Trost International Inc.
25501 Trost Boulevard
Bonita Springs, FL 34135

ID No.: 5360048
Permit/Cert. No.: 0197637-005WC3C
Date of Issue: 06/24/2013
Expiration Date: 06/24/2018
County: Lee
Project: Citrus Park 2013 Water Plant Improvement

This Permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Florida Administrative Code (F.A.C.) Rules 62-4, 62-550, 62-555 and 62-699. The above named Permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents, attached hereto or on file with the Florida Department of Health Lee County, Environmental Engineering, hereafter known as the Department and made a part hereof and specifically described as follows:

To construct 0.1 MGD reverse osmosis water treatment system, modify the existing high service and fire pump electrical systems through the addition of adjustable frequency drives, replace hydropneumatic tank with a bladder tank, install a degasifier with storage tank and transfer pumps, replace well #3 250 gpm pump with a 120 gpm pump to better control blending rates. The work will also include site piping, valves and controls to integrate operation of the reverse osmosis system and degasifier as well as removal of the existing tray aerator from the ground storage tank.

This project will be constructed according to engineering plan prepared by Murchkey Utility Engineering, LLC, signed and sealed on June 4, 2013. The applications and documentation were received on June 5, 2013.

The Project is located in Citrus Park, west side of the 4th street and north of Hamlin Road.

This Permit includes the appurtenances and accessories but not the other unrelated construction.

GENERAL CONDITIONS(if applicable):

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

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859

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through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in Subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times (reasonable time may depend on the nature of the concern being investigated), access to the premises where the permitted activity is located or conducted to:
 - a. Have access to and copy any records that must be kept under conditions of the permit;
 - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and

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c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

a. A description of and cause of noncompliance; and

b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with Rule 62- 4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

- a. Determination of Best Available Control Technology (BACT)
- b. Determination of Prevention of Significant Deterioration (PSD)
- c. Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
- d. Compliance with New Source Performance Standards

14. The permittee shall comply with the following:

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a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.

b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

c. Records of monitoring information shall include:

- i. the date, exact place, and time of sampling or measurements;
- ii. the person responsible for performing the sampling or measurements;
- iii. the dates analyses were performed;
- iv. the person responsible for performing the analyses;
- v. the analytical techniques or methods used;
- vi. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS(if applicable):

Regulatory Section:

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

2. Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida if the project was designed under the responsible charge of a professional engineer licensed in the State of Florida. The

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permittee must retain the service of a professional engineer registered in the State of Florida to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit. [F.A.C. Rule 62-555.520(3)].

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

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

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

6. This permit is for CONSTRUCTION ONLY of the distribution system project. This permit shall not infer that the clearance necessary for connection will be granted. Any such clearance shall be granted only when the connection point has been permitted and cleared for use by the Department and the public water system to which the water main extension will be connected, has the capacity necessary to meet the design water demands of all customers to be served by the water main extension. Partial clearance may be granted, if required.

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

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

9. Suppliers of water shall notify the appropriate DEP District Office or ACHD and affected water customers by no later than the previous business day before initiating any planned permanent or temporary conversion from free chlorine to chloramines or vice versa for disinfection. [F.A.C. Rule 62-555.350(10)(c)]

10. Permittee shall ensure that the well and drinking water treatment facilities will be protected to prevent tampering, vandalism, and sabotage as required by Rule 62-555.315(1) & 62-555.320(5), F.A.C.

Construction Standards:

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

2. Water supply facilities, including mains, pipe, fittings, valves, fire hydrants and other materials shall be installed in accordance with the latest applicable AWWA Standards and Department rules and regulations. The system shall be pressure and leak tested in accordance with AWWA Standard C600 C603, or C605, as applicable, and disinfected in accordance with AWWA Standard C651-653, as well as in accordance with Rule 62-555.340, F.A.C.
3. The installation or repairs of any public water system, or any plumbing in residential or nonresidential facilities providing water for human consumption, which is connected to a public water system shall be lead free in accordance with Rule 62-555.322, F.A.C.
4. When any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of Federal Asbestos Regulation and Florida DEP requirements. For specific requirements applicable to AC pipes, the permittee should contact the Air and Waste Management section managers prior to commencing any such activities at (xxx) xxx-xxxx. Please be aware that a notification is required to be submitted to the Department for a regulated project.
5. Setback distances between potable water wells and sanitary hazards shall be in accordance with 62-555.312, F.A.C. Reclaimed water land application areas must not be located within the setback distance from potable water supply wells established in Chapter 62-610, F.A.C.

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6. Permittee shall maintain vertical clearance and horizontal separation between water mains and sanitary sewers, storm sewers, etc. unless approved otherwise by the Department, as provided in Rule 62-555.314, F.A.C., and Section 8.6 of *Recommended Standards for Water Works*, a manual adopted by reference in Rule 62-555.330(3), F.A.C.
7. The new or altered aboveground piping at the drinking water treatment plant shall be color coded and labeled as recommended in Section 2.14 of "Recommended Standards for Water Works, 1997 Edition". [F.A.C. Rule 62-555.320(10)]
8. Permittee shall ensure that there shall be no cross-connection with any non-potable water source in accordance with Rule 62-555.360, F.A.C.
9. The hydropneumatic tank that will be utilized for this project must meet ASME code requirements for the construction and installation of unfired pressure vessels, as provided in Rule 62-555.320(20), F.A.C., and Section 7.2 of *Recommended Standards for Water Works*, a manual adopted by reference in Rule 62-555.330(3), F.A.C. [OPTIONAL]

Operational Requirements

1. The facility has been classified as a Category II, Class C water treatment plant. Accordingly, the lead or chief operator must be Class C or higher. Proof of staffing by a Class C or higher operator for [3 hours/day for 5 days/week and 1 visit(s) on each weekend day] must be provided. [F.A.C. Rule 62-699.310] (Note: This condition would be added when appropriate and would be tailored to the WTP.)
2. The supplier of water shall operate and maintain the public water system so as to comply with applicable standards in F.A.C. Rule 62-550 and 62-555.350.
3. The permittee shall provide an operation and maintenance manual for the new or altered treatment facilities to fulfill the requirements under subsection 62-555.350(13), F.A.C. The manual shall contain operation and control procedures, and preventative maintenance and repair procedures, for all plant equipment and shall be made available for reference at the plant or at a convenient location near the plant. Bound and indexed equipment manufacturer manuals shall be considered sufficient to meet the requirements of the subsection.
4. The permittee shall submit a monthly operations report (MOR) DEP Form 62-555.900(3), to the Department no later than the tenth of each succeeding month.

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5. The permittee shall have complete record drawings produced for the project in accordance with Rule 62-555.530(4), F.A.C.
6. The permittee or suppliers of water shall telephone the State Warning Point (SWP), at 1-800-320-0519 immediately (i.e., within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system in accordance with the F.A.C. Rule 62-555.350(10).

Monitoring Provisions

1. Permittee shall follow the guidelines of Chapters 62-550, 62-555, and 62-560, F.A.C., regarding public drinking water system standards, monitoring, reporting, permitting, construction, and operation.

This facility is a Community Water System as defined in F.A.C. Rule 62-550.200(12) and shall comply with the applicable chemical, radiological, lead and copper, and bacteriological monitoring requirements of F.A.C. Rule 62-550. Such requirements shall be initiated within the quarter that the water treatment facility is placed into service (i.e. January – March or April – June, the preceding are examples of quarters) and the results submitted to the Department.

2. The water treatment plant shall maintain throughout the distribution system a minimum continuous and effective free chlorine residual of 0.2 mg/l or its equivalent. A minimum system pressure of 20 psi must be maintained throughout the system. Also, safety equipment shall be provided and located outside of chlorine room.

OR

The water treatment plant shall maintain throughout the distribution system a minimum combined chlorine residual of 0.6 mg/l or its equivalent. A minimum system pressure of 20 psi must be maintained throughout the system. Also, safety equipment shall be provided and located outside of chlorine room.

3. To address copper pipe corrosion control and potential black water issues, permittee shall collect at least one sample of raw water from each new well in accordance with F.A.C. Rule 62-555.315(5). The sample shall be analyzed for alkalinity, dissolved iron, dissolved oxygen (D.O.), pH, total sulfide, and turbidity, and the results shall be submitted to the Department.

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Clearance Requirements

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

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

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

TREATMENT PLANT

- a. the engineer's *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components Into Operation* (DEP Form 62-555.900(9));
- b. certified record drawings, if there are any changes noted for the permitted project.
- c. copy of a satisfactory pressure test of the process piping performed in accordance with AWWA Standards. [F.A.C. Rule 62-555.320(21)(a)(1)]
- d. two consecutive days of satisfactory distribution bacteriological analytical results (see paragraph 3 below).

In order to facilitate the issuance of a letter of clearance, the Department requests that all of the above information be submitted as one package.

3. The new facilities shall be cleaned, disinfected, and bacteriologically cleared in accordance with Chapter 62-555, F.A.C. The bacteriological clearance data representative of the storage tank (two samples on consecutive days), the well discharge piping and distribution system (in accordance with the instructions for Bacteriological Sampling Locations shown below) and the untreated well water (two samples per day for 5 consecutive days collected at least six hours apart for each of the two wells) shall be submitted to the Department with the engineer's certification of construction completion. [Section 62-555.340 and 62-555.315(6)(b), F.A.C.]

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Bacteriological Sampling Locations: Copies of satisfactory bacteriological analyses taken from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315 (6), 62-555.340 and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92 as follows:

- The endpoint of the proposed addition;
- Any water lines branching off a main extension;
- Every 1,200 feet of water main;
- Each location shall be sampled on two separate days (at least 6 hours apart) with sample point locations and chlorine residual readings clearly indicated on the report and/or drawings.
- Bacteriological sample results **will** be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.

Issued 24th of June, 2013.

A handwritten signature in black ink, appearing to read "Jerry W. Ma".

Jerry W. Ma, P.E.
Environmental Engineering

A handwritten signature in black ink, appearing to read "Judith Hartner".

Judith Hartner, M.D., M.P.H., M.P.A.
Director, Lee County Health Department

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June 24, 2013

CERTIFIED MAIL NO: 7003 0500 0003 6839 2787

RETURN RECEIPT REQUESTED

In the Matter of an Application
For Permit by:

PWS ID NO.: 5360048

Tamara Swan
Citrus Park Trost International Inc.
25501 Trost Boulevard
Bonita Springs, FL 34135

Project: Citrus Park 2013 Water Plant Improvement

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 0197637-005WC3C. This project consists of construction a 0.1 MGD reverse osmosis water treatment system, modification to the existing high service and fire pump electrical systems through the addition of adjustable frequency drives, replacement of the hydropneumatic tank with a bladder tank, installation of a degasifier with storage tank and transfer pumps, derating of the water plant to 0.495 MGD, and replacement of well #3 250 gpm pump with a 120 gpm pump to better control blending rates. The work will also include site piping, valves and controls to integrate operation of the reverse osmosis system and degasifier as well as removal of the existing tray aerator from the ground storage tank. The project is located in Citrus Park, Bonita Springs. All construction and piping accessories shall be built pursuant to Sections 403.087 and 403.861 Florida Statutes.

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

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) with the Agency Clerk for the Department of Environmental Protection, Office of General Counsel, Mail Station 35,

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3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, within 14 days of receipt of this Notice. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A Petition must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of how and when the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts which petitioner contends warrant reversal or modification of the Department's action;
- (f) A statement of the specific rules or statutes the petitioner contends requires reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by petitioner, stating precisely the action that the petitioner wants the Department to take.

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

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

When the Order (Permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to section 120.68 of the Florida Statutes, by filing a Notice of Appeal pursuant to Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of

Florida Department of Health Lee County

Environmental Engineering
60 Danley Drive, Unit 1, Fort Myers, FL 33907
PHONE: 239/274-2200 FAX: 239/274-2201

www.leechd.com
TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fldoh

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General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in Fort Myers, Florida

A handwritten signature in black ink, appearing to read "Jerry W. Ma".

Jerry W. Ma, P.E.
Environmental Engineering

A handwritten signature in black ink, appearing to read "Judith Hartner".

Judith Hartner, M.D., M.P.H., M.P.A.
Director, Florida Department of Health Lee County

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this NOTICE OF PERMIT and all copies were mailed before the close of business on 7-2-13 to the listed persons.

FILED, this date, under section 120.52(7), Florida Statutes, with the designated department clerk, receipt of which is hereby acknowledged.

A handwritten signature in black ink, appearing to read "D. J. G.".

Clerk

Date

7-1-13

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April 9, 2014

William Murchkey, P.E.
Murchkey Utility Engineering, LLC.
P.O. Box 766
Long Key, FL 33001

Reference: Citrus Park 2013 Water Plant Improvements
Permit No.: 0197637-005 DSGP
Citrus Park
Bacteriological Clearance: March 26, 27, 30 & 31, 2014
Site Inspection: April 7, 2014
Complete Clearance

Dear Mr. Murchkey:

This will serve to acknowledge receipt of certification that the referenced water project has been completed in accordance with the plans and related materials approved by this department under the permit number and date shown.

Based on this certification, satisfactory bacteriological and site inspection, we are clearing the project for service.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jerry W. Ma".

Jerry W. Ma, P.E.
Environmental Engineering Division
Florida Department of Health in Lee County

JWM/al

Cc: Tamara Swan, Citrus Park Trost International, Inc.

COMPOSITE EXHIBIT C

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Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

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June 24, 2019

JUL 15 2019

Dennis Swan
Citrus Park RV Resort
25501 Trost Blvd.
Bonita Springs, FL 34135

Reference: Consumer Confidence Report Approval
Citrus Park RV Resort
PWS I.D. # 5360048

Dear Mr. Swan:

This is to inform you that the copy of the Consumer Confidence Report (CCR) for your community water system has been reviewed by this office. We have no objection to the format and the content of the report. You may finalize this report for distribution to your customers.

Each existing community water system must mail or otherwise directly deliver one copy of its CCR to each billing customer by July 1, 2019, and subsequent reports by July 1 annually thereafter.

All CWSs must complete and submit the Certification of Delivery of Consumer Confidence Report form to us annually by August 10.

If you have any questions, please call our office at (239) 274-2200.

Sincerely,

A handwritten signature in black ink, appearing to read "BB" followed by a stylized flourish.

Brian P. Bates, P.E.
Professional Engineering Administrator

BPB/al

cc: Florida Utility Solutions

JUL 15 2019

CITRUS PARK RV RESORT PWS ID# 5360048

2018 ANNUAL DRINKING WATER QUALITY REPORT

Este informe contiene información muy importante sobre su agua beber. Tradúscalo o hable con un amigo quien lo entienda bien.

We're pleased to present to you this year's Annual Drinking Water Quality Report. This report is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. If you have any questions or concerns about the information provided in this report, please feel free to call any of the numbers listed.

WHERE YOUR WATER COMES FROM

The water source for Citrus Park RV Resort is ground water which is withdrawn from two wells in the Lower Tamiami Aquifer, and one Surficial Aquifer. The water is treated by reverse osmosis, aeration, and chloramine to destroy microbes prior to delivery to customers.

HOW WE ENSURE YOUR DRINKING WATER IS SAFE

The Citrus Park RV Resort routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2018. The state allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. Data obtained before January 1, 2018, and presented in this report is from the most recent testing done in accordance with laws, rules, and regulations.

ADDITIONAL HEALTH INFORMATION

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- (A) Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- (B) Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- (C) Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- (D) Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- (E) Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limits the amounts of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

FOR CUSTOMERS WITH SPECIAL HEALTH CONCERNS

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbiological contaminants are available from the Safe Drinking Water Hotline 1-800-426-4791.

HOW TO REACH US

If you have any questions about this report or concerning your water utility, please contact Florida Utility Solutions at 239-435-0951; Fax no. 888-862-0321. Citrus Park RV Resort can be reached by contacting 239-992-3030; Fax no. 239-992-4130. We want our valued customers to be informed about their water utility.

SOURCE WATER ASSESSMENT PLAN

The Florida Department of Environmental Protection (FDEP) performed a Source Water Assessment on our system in 2018 and a search of the data sources indicated no potential sources of contamination near our wells. The assessment results are available on the FDEP Source Water Assessment and Protection Program website at www.dep.state.fl.us/swapp; or they can be obtained from Citrus Park RV Resort.

HOW TO READ THE TABLE

The terms used in the water quality summary table and in other parts of this report are defined below.

Action level (AL) – the concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Initial Distribution System Evaluation (IDSE) – an important part of the Stage 2 Disinfection Byproducts Rule (DBPR). The IDSE is a one-time study conducted by water systems to identify distribution system locations with high concentrations of trihalomethanes (THMs) and haloacetic acids (HAAs). Water systems will use results from the IDSE, in conjunction with their Stage 1 DBPR compliance monitoring data, to select compliance monitoring locations for the Stage 2 DBPR.

Maximum contaminant level or MCL – the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum contaminant level goal or MCLG – the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum residual disinfectant level or MRDL – the highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum residual disinfectant level goal or MRDLG – the level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

N/A – not applicable.

ND – means not detected and indicates that the substance was not found by laboratory analysis. ppm – parts per million or milligrams per liter is one part by weight of analyte to one million parts by weight of the water sample.

ppt – parts per billion or micrograms per liter is one part by weight of analyte to one billion parts by weight of the water sample.

pCi/l – picocuries per liter is a measure of the radioactivity in water.

Treatment technique (TT) – a required process intended to reduce the level of a contaminant in drinking water.

JUL 15 2019

2018 WATER QUALITY SUMMARY TABLE - PWS ID NO. 5110230

Inorganic Contaminants

Nitrate as nitrogen (ppm)	9/18, 10/18	N	.152	0.033-0.152	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits.
Barium (ppm)	9/18	N	.002	N/A	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits.
Fluoride (ppm)	9/18	N	.038	N/A	4	4.0	Erosion of natural deposits; discharge from fertilizer and aluminum factories. Water additive which promotes strong teeth when at optimum level of 0.7.
Sodium (ppm)	9/18	N	13.2	N/A	N/A	160	Salt water intrusion; Leaching from the soil.
Chloramines (ppm)	Monthly	N	2.27	0.8-3.1	MDRLO=4.0	MRDL=4.0	Water additive used to control microbes.
Haloacetic acids (HAA5) (ppb)	9/18	N	13.5	11.8-13.5	N/A	60	By-product of drinking water disinfection.
Total Trihalomethanes-TTHM (ppb)	9/18	N	24.5	20.7-24.5	N/A	80	By-products of drinking water disinfection.

Lead and Copper (Tap Water)²

Copper (tap water) (ppm)	8/16	N	.017	0	1.3	1.3	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives.
Lead (tap water) (ppb)	8/16	N	1	0	0	15	Corrosion of household plumbing systems; Erosion of natural deposits.

Secondary Contaminants

Odor	9/18	N	4	N/A	N/A	3	Naturally occurring organics.
------	------	---	---	-----	-----	---	-------------------------------

TABLE NOTES:

- A. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Citrus Park water system is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.
- B. Results in the level detected column for radioactive and inorganic contaminants and haloacetic acids and total trihalomethanes are the highest detected level at any sampling point. The result in the level detected column for chloramines is the highest running annual average, computed quarterly, of the monthly averages of all samples collected. The number reported in the 90th percentile result column for lead and copper is the 90th percentile of all samples for the most recent round of sampling. The range of results is the range of individual sample results (lowest to highest) for all monitoring locations as well as Stage 2 Disinfectants and Disinfection By-Products compliance results.

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Rick Scott
Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

September 2nd, 2015

SEP 08 2015

Mrs. Tamara Swan
Citrus Park RV Resort
25501 Trost Blvd.
Bonita Springs, FL 34135

JUL 15 2019

Reference: Compliance Inspection Report
Citrus Park RV Resort
PWS I.D. No.: 5360048

Dear Mrs. Swan:

Attached is a copy of the recent complete compliance inspection report for your water system. Deficiencies found with the system, if any, are listed on this report. Listed deficiencies are violations of Florida Administrative Code Chapter 62-555 and must be corrected in order to avoid formal enforcement action.

If any deficiencies are listed, please have them corrected within thirty (30) days of the date of this letter. For those deficiencies that cannot be corrected within 30 days, please provide this office with a written schedule for correction within this same time frame.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry W. Ma".

Jerry W. Ma, P.E.
Environmental Engineering
Florida Department of Health in Lee County

Compliance Inspection Form

Page 1

JUL 15 2019

Water system:	CITRUS PARK RV RESORT	System PWS #:	5360048	Date of inspection:	09/02/15
System address:	25501 TROST BLVD	City:	BONITA SPRINGS	State:	FL Zip 34923
System phone:	(239) 280-8905 (Dennis) / (239) 992-3030	Cell:			
Fax number:	(239) 992-4130	Email:	dswan@citrusparkrv.net		
Owner name:	TROST INTERNATIONAL	Contact:	TAMARA/DENNIS		
Owner address:	25501 TROST BLVD	City:	BONITA SPRINGS	State:	FL Zip 34923
Owner phone:	(239) 992-3030 ext-150	Cell:			
Fax number:	(239) 992-4130	Email:	tswan@citrusparkrv.net dswan@citrusparkrv.net		
Operator required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No", Operator sections not applicable)		Operator name:	MITCH GILBERT	
Operator Email	mitchgilbert@floridautilitysolutions.com		Phone	(239) 435-0951 Cell: (239) 825-7818	

S=Satisfactory U=Unsatisfactory ~ =Not Applicable * =See comment below

WELL INFORMATION	Well Number	AAC4170	AAC4171	AAC4172			Water system map compliant?	Yes	
	Well head sealed? (Pad/conduit/openings)	S	S	S			Flushing of dead ends compliant?	Yes	
	Well casing 12" above grade?	S	S	S			Valve maintenance compliant?	Yes	
	Casing vent compliant?	S	S	S			Chlorine residual > 0.2 mg/L	Yes	
	Check valve compliant?	S	S	S			Number of service pumps?	3	
	Tap Compliant? (Smooth/12" high/pre-check)	S	S	S			Service pumps functional?	Yes	
	Flow measurable?	S	S	S			CCC devices tested annually?	Yes	
	Security measures compliant?	S	S	S			Flow meter accuracy checked?	Yes	
	O & M manual compliant?	S					ERP, PbCu, DBP, and CCC Plans?	Yes	
	Cl storage compliant (no organics/acid/sun)	S					In use permits have clearance?	Yes	
TREATMENT	Spare chlorinator compliant?	S					Operator visits compliant?	Yes	
	Loss of chlorine alarm compliant?	S					Plant checked 5 times per week?	Yes	
	Treated sample tap provided?	S					MORs submittal compliant?	Yes	
	Security measures compliant?	S					FOLLOW-UP TO LAST INSPECTION OR SURVEY		
	Cl solution NSF approved?	S					Last inspection fully compliant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (see below)		
	Solution vat compliant? (covered/etc)	S					Number of deficiencies last cited?	1	
	Safety: (Gloves/Apron/Eyewash/etc)	S					Were any of the deficiencies "repeat"?	No	
	Cl room compliant? (separate/ventilation)	~					Response from system submitted?	Yes	
	Scales compliant?	~					Have deficiencies been addressed?	Yes	
	Auto switchover provided?	~					MONITORING SCHEDULE		
STORAGE	Safety: (SCBA/Gloves/Ammunition/Panic HW)	~					CHEMICAL ANALYSIS DATE NEXT DUE		
	Aeration	S					Nitrate/Nitrite	09/14	12/15
	pH adjustment	~					Inorganics	12/12	12/15
	Orthophosphate	~					Lead and Copper	09/13	3Q/15
	Other: RO, AMMONIA	S					TTHM/HAA5	12/14	3Q/15
	Tank Number	1G					VOCs	12/12	12/15
	Inspections compliant? (annual/5yr)	2012					SOCs	12/12	12/15
	Overflow/Vents compliant? (elevated)	S					Rads	12/09	12/15
	Pressure relief valve provided? (hydro)	S					Secondaries	12/12	12/15
	Security measures compliant?	S							

FIELD SAMPLING RESULTS	Plant Cl (mg/L)	4.1	Remote Cl (mg/L)	3.0
	Plant pH	8.0		8.2

COMMENTS

Average pressure in the distribution system is: 55 psi.

Remote residual taken at: Citrus Park Office Building

Lead/Copper monitoring: Two consecutive six-month monitoring periods needed following the treatment change to RO.

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State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

March 5, 2015

JUL 15 2019

MAR 11 2015

Tamara Swan
Citrus Park RV Resort
25501 Trost Boulevard
Bonita Springs, FL 34135

Reference: Water Treatment Plant Compliance Inspection
Citrus Park RV Resort
PWS I.D. No.: 5360048

Dear Mrs. Swan

Attached is a copy of the recently completed compliance inspection report for the referenced water system. Deficiencies found with the system, if any, are listed on this report. Listed deficiencies are violations of Florida Administrative Code Chapter 62-555 and must be corrected in order to avoid formal enforcement action.

If any deficiencies are listed, please have them corrected within thirty (30) days of the date of this letter. For those deficiencies that cannot be corrected within 30 days, please provide this office with a written schedule for correction within this same time frame.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles J. Walther".

Charles J. Walther, P.E.
Director, Environmental Engineering Division
Florida Department of Health Lee County

CJW/tm

cc: Mitch Gilbert, Florida Utility Solutions

Compliance Inspection Form

Page 1

JUL 15 2019

Water system:	CITRUS PARK RV RESORT	System PWS #:	5360048	Date of inspection:	03/03/15
System address:	25501 TROST BLVD	City:	BONITA SPRINGS	State:	FL Zip 34923
System phone:	(239) 280-8905 (Dennis) / (239) 992-3030	Cell:			
Fax number:	(239) 992-4130	Email:	dswan@citrusparkrv.net		
Owner name:	TROST INTERNATIONAL	Contact:	TAMARA/DENNIS		
Owner address:	25501 TROST BLVD	City:	BONITA SPRINGS	State:	FL Zip 34923
Owner phone:	(239) 992-3030	Cell:			
Fax number:	(239) 992-4130	Email:	tswan@citrusparkrv.net dswan@citrusparkrv.net		
Operator required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No", Operator sections not applicable)	Operator name:	MITCH GILBERT		
Operator Email	mitchgilbert@floridautilitysolutions.com	Phone	(239) 435-0951	Cell:	(239) 825-7818

S=Satisfactory U=Unsatisfactory ~ = Not Applicable * = See comment below

Well Number	AAC4170	AAC4171	AAC4172				
Well head sealed? (Pad/conduit/openings)	S	S	S				
Well casing 12" above grade?	S	S	S				
Casing vent compliant?	S	S	S				
Check valve compliant?	S	S	S				
Tap Compliant? (Smooth/12" high/pre-check)	S	S	S				
Flow measurable?	S	S	S				
Security measures compliant?	S	S	S				
O & M manual compliant?	S						
Cl storage compliant (no organics/acid/sun)	S						
Spare chlorinator compliant?	S						
Loss of chlorine alarm compliant?	S						
Treated sample tap provided?	S						
Security measures compliant?	S						
Cl solution NSF approved?	S						
Solution vat compliant? (covered/etc)	S						
Safety: (Gloves/Apron/Eyewash/etc)	S						
Cl room compliant? (separate/ventilation)	~						
Scales compliant?	~						
Auto switchover provided?	~						
Safety: (SCBA/Gloves/Ammonia/Panic HW)	~						
Aeration	S						
pH adjustment	~						
Orthophosphate	~						
Other: RO, AMMONIA	S						
Tank Number	1G						
Inspections compliant? (annual/5yr)	2012						
Overflow/Vents compliant? (elevated)	S						
Pressure relief valve provided? (hydro)	S						
Security measures compliant?	S						

Water system map compliant?	Yes
Flushing of dead ends compliant?	Yes
Valve maintenance compliant?	Yes
Chlorine residual > 0.2 mg/L	Yes
Number of service pumps?	3
Service pumps functional?	Yes
CCC devices tested annually?	Yes
Flow meter accuracy checked?	Yes
ERP, PbCu, DBP, and CCC Plans?	Yes
In use permits have clearance?	Yes
Operator visits compliant?	Yes
Plant checked 5 times per week?	Yes
MORs submittal compliant?	Yes

FOLLOW UP TO LAST INSPECTION OR SURVEY

Last inspection fully compliant? ☐ Yes ☒ No (see below)

Number of deficiencies last cited? 1 (07/01/14)

Were any of the deficiencies "repeat"? No

Response from system submitted? No

Have deficiencies been addressed? yes

CHEMICAL	ANALYSIS DATE	NEXT DUE
Nitrate/Nitrite	09/14	12/15
Inorganics	12/12	12/15
Lead and Copper	09/13	01-12/15
THM/HAA5	12/14	3Q/15
VOCs	12/12	12/15
SOCs	12/12	12/15
Rads	12/09	12/15
Secondaries	12/12	12/15

FIELD SAMPLING RESULTS	Plant Cl (mg/L)	4.9	Remote Cl (mg/L)	1.0
	Plant pH	7.6		

COMMENTS:

Average pressure in the distribution system is: 57 psi.

Remote residual taken at: Citrus Park Office Building

Lead/Copper monitoring: Two consecutive six-month monitoring periods needed following the treatment change to RO.

**DEFICIENCIES AND RECOMMENDATION**

- **DEFICIENCY: IMPROVE SEAL ON WELL #1 (Picture)**

Regulation: FAC Rules 62-555.350(2)

JUL 15 2019

Recommended Action:

Florida Administrative Code 62-555.350 states, in part, that suppliers of water shall keep all necessary public water system components in operation and shall maintain such components in good operating condition so the components function as intended. Repair or replacement is recommended to prevent possible source contamination.

- **DEFICIENCY: NON-WORKING EYE WASH STATION**

Regulation: FAC Rule 62-555.320(13)(b)

Recommended Action:

Each drinking water treatment plant with hypochlorination facilities shall provide appropriate safety or protective equipment. Repair or replace eye wash station.

- **REMINDER: CONSUMER CONFIDENCE REPORTS DUE TO CUSTOMERS BY JULY 1, 2015**

Regulation: FAC Rule 62-550.824

Recommended Action:

Community water systems must prepare and provide to their customers annual consumer confidence reports (CCRs) on the quality of the water delivered by the systems.

Note: Please submit a draft to our office for review and approval no later than May 1, 2015

PICTURES

Signs of wear and corrosion at well seal

INSPECTOR'S SIGNATURE

DATE: MARCH 5, 2015

REVIEWED BY

DATE: MARCH 5, 2015

Mission:

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**JAN 12 2015****Rick Scott**
Governor**John H. Armstrong, MD, FACS**
State Surgeon General & Secretary**Vision:** To be the Healthiest State in the Nation

January 8, 2015

JUL 15 2019

Dennis Swan
Citrus Park RV Resort
25501 Trost Boulevard
Bonita Springs, FL 34135

Reference: Citrus Park RV Resort, PWS# 5360048
COMPLIANCE UPDATE LETTER
Routine Monitoring for Disinfection Byproducts

Dear Mr. Swan:

The purpose of this letter is to inform you on a compliance change for the referenced water system. Upon assessment of the last four consecutive quarters of Stage II monitoring, our Department has concluded that the system is eligible to return to routine monitoring, per 40 C.F.R. 141.625(c). Under this new monitoring schedule, Citrus Park RV Resort will monitor on an annual basis at its two monitoring locations on the Stage II Monitoring Plan, during the third quarter of the year.

A revised Stage II monitoring plan reflecting the changes has been submitted and approved by our Department. Please be advised that if the annual sample at any location exceeds either 0.080 mg/L for TTHM or 0.060 mg/L for HAA5, the system will be subject to increased monitoring under 40 C.F.R. 141.625(a). If you have any questions please do not hesitate to contact me at (239) 274 - 2200.

Sincerely,

A handwritten signature in cursive script that reads "Charles J. Walther".

Charles J. Walther, P.E.
Director, Environmental Engineering Division
Florida Department of Health Lee County

CJW/tm

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July 2, 2014

JUL 08 2014

Mrs. Tamara Swan
Citrus Park Campgrounds
25501 Trost Blvd.
Bonita Springs, Florida 34135

JUL 15 2014

Reference: Sanitary Survey Report
Citrus Park Campgrounds
PWS I.D. No.: 5360048

Dear Mrs. Swan:

Attached is a copy of the recent complete sanitary survey report for your water system. Deficiencies found with the system, if any, are listed on this report. Listed deficiencies are violations of Florida Administrative Code Chapter 62-555 and must be corrected in order to avoid formal enforcement action.

If any deficiencies are listed, please have them corrected within thirty (30) days of the date of this letter. For those deficiencies that cannot be corrected within 30 days, please provide this office with a written schedule for correction within this same time frame.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry W. Ma".

Jerry W. Ma, P.E.
Environmental Engineering
Florida Department of Health in Lee County

cc: Mitch Gilbert, Florida Utility Solution

BASIC SURVEY INFORMATION

Water System Name: Citrus Park

Date(s) Surveyed: 07/01/14
JUL 15 2019

Survey Inspector(s): Jerry W. Ma

Person(s) Contacted: Dennis Swan and Mitch Gilbert
CONTACT INFORMATION

PWS ID: 5360048

System (Office) Address: 25501 Trost Blvd

Phone: 239-992-3030

Cell: 239-280-8905

Email/Fax: dswan@citrusparkrv.net

Owner Name: Citrus Park Trost International

Title: President

Address: 25501 Trost Blvd

City: Bonita Springs

State: FL Zip: 34135

Owner Phone: 239-992-3030

Cell: 239-280-8905

Email/Fax: tswan@citrusparkrv.net

Operator Name: Mitch Gilbert

Lead Operator Class & Certification Number: C-14411

Address: 15275 Collier Blvd

City: Naples

State: FL Zip: 34119

Phone: 888-862-0321

Cell: 239-825-7818

Email or Fax: ilitysolution.com
SYSTEM CHARACTERISTICS SUMMARY

Ground ☒ Surface ☐ Name of Surface Source(s): _____

Number of Plants: 1
☒ Aeration
☒ RO

☐ Coagulation
☐ Softening

☒ Disinfection
☐ Stabilization

☒ Filtration
☐ Corrosion Control

Comment

SERVICE AREA CHARACTERISTICS SUMMARY

Total service connections: 1653

Population served: 500/3300

Survey area characteristics: _____

TOTAL SYSTEM CAPACITY AND DEMAND

System Design: 540k GPD

Primary Limiting Factor: Nano Filtration Unit

High Service Pumps: 540k GPD

Routinely utilized interconnections? ☐ Yes ☒ No

If routinely used, what is hydraulic capacity? _____ GPD

Max: 589k GPD

25% Max: 147388 GPD

Average: 195983 GPD

Last survey max: 492k GPD

Max daily demand is less than 75% of design capacity?

☐ Yes ☒ No

Comment _____

Storage capacity more than 25% of max daily demand?

☒ Yes ☐ No

Comment _____

Firm capacity more than average (avg) daily demand?

☒ Yes ☐ No

Comment _____

Standby/avg power capacity more than avg daily demand?

☒ Yes ☐ No

Standby power capacity: _____ GPD

Comment

**TREATMENT**Chemical storage appear to be compliant? ☒ Yes ☐ NoFacilities & chemicals properly labeled? ☒ Yes ☐ NoAre all chemical feed systems tied to flow? ☒ Yes ☐ NoCorrosive vapors properly controlled? ☒ Yes ☐ NoAre dusty and dry chemicals and feed equipment housed separately? ☐ Yes ☐ No ☐ N/A

Location	Chemical	Purpose	NSF/ANSI?
Degasifier	Sulfuric Acid	Remove H ₂ S	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Before Membrane	Antiscalant	Prevent membrane scaling	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Storage Tank	Sodium Hypochlorite	Disinfection	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Storage Tank	Ammonium Sulfate	Chloramination	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Comment

DISINFECTION

Plant name	On Site	
Type (gas/hypo/chloramination)	Chloramination	
Condition of Equipment	New	
Feed Rate (PPD, GPD)	20 GPD	
Manual or flow paced?	Flow paced	
Alarm testing frequency?	weekly	
Chlorine loss alarm functional?	yes	
150 lb or Ton Cylinders?		
Automatic Switchover? (>10 PPD)		
Scale compliant?		
Chlorine feed rate?		
Cylinders restrained?		
Ammonia bottle onsite?		
Wrench in-place?		
Panic hardware provided?		
Storage & feed isolated?		
Ventilation Compliant?		
Vent switch on exterior?		
Leak containment?		
Leak detection & fix kit? (>1 ton)		
Type used (sodium or calcium)	sodium	
Type of Feeder:	displacement	
Solution strength	10.5%	
Solution tank compliant?	yes	
Adequate spill containment?	yes	
Chlorine to ammonia ratio?	4:1	
Ammonia flow-paced?	Flow-paced	
Ammonia after chlorine?	yes	
Free chlorine burn frequency?	annually	

Comment

TREATMENT (Page 2)

DISINFECTANT RESIDUALS	Location of sampling (POE Plant 1, East Remote, etc.)?	POE Plant	Laundry				
	What test kit was used for the sampling?	HACH DH 820	HACH DH 820				
	Time sample was collected?	10:00 a.m.	11:00 a.m.				
	Result? (note whether free or total)	Total 3.5	Total 2.9				
	Sampler Name? (if other than lead inspector)	JWM	JWM				
Are disinfectant residuals tested in the distribution system as established by rule? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Comment	JUL 15 2013						
AERATION	Are injection points located in positions indicated in approved 4-log demonstration? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A						
	Are the minimum tank levels specified in approved 4-log demonstration maintained? <input type="checkbox"/> Yes <input type="checkbox"/> No						
	Continuous monitoring required? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, are analyzers used? <input type="checkbox"/> Yes <input type="checkbox"/> No Analyzers calibrated? <input type="checkbox"/> Yes <input type="checkbox"/> No						
	Comment						
STABILIZATION	Why is aeration used? Remove H2S						
	Type of aeration Degasifier Screening intact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Mesh size #24? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
	Aerator adequately protected from contaminants (covered, located properly)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
	Comment						
PEWM REMOVAL	Why is stabilization practiced? N/A						
	What chemicals are being used:						
	Comment						
	Comment						
ACTIVATED CARBON	What treatment process is used? N/A						
	What chemicals are used?						
	Comment						
	Comment						
SOFTENING	Why is activated carbon used? N/A						
	GAC types used						
	PAC stored properly? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A GAC backwash compliant? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A						
	What testing is performed to determine effectiveness of activated carbon?						
FLUORIDATION	Why is softening being used? N/A						
	Proper fluoride concentration in distribution? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A						
	Are the fluoride concentrations consistent? <input type="checkbox"/> Yes <input type="checkbox"/> No Safety considerations compliant? <input type="checkbox"/> Yes <input type="checkbox"/> No						
	Comment						
ION EXCHANGE	Why is ion exchange used? N/A						
	Comment						

TREATMENT (PAGE 3)

CONVENTIONAL TREATMENT

List the type and combination of coagulants: N/A JUL 15 2019

List the types of coagulant aids being used: _____

List flocculation facilities that are being used: _____

Rapid mix unit adequate? ☐ Yes ☐ No Flocculation adequate? ☐ Yes ☐ No

Flocculation detention time? _____

Comment

FILTRATION

Types of filtration utilized: ☐ Gravity ☒ Pressure ☐ Constant ☐ Declining rate Other: _____Types of media installed: ☒ Mono ☐ Dual ☐ Multi ☐ Other: _____Filtration and related equipment operated properly and in good repair? ☒ Yes ☐ NoAre mud balls / cracks prevented? ☒ Yes ☐ NoFilter gallery piping in good condition? ☒ Yes ☐ No Color coded? ☐ Yes ☒ NoFilter gallery floor drained? ☒ Yes ☐ NoWhat initiates a backwash? Shut down of membrane unit

Backwash flow rate: _____

Is re-wash (filter-to-waste) capability available? ☒ Yes ☐ NoIf so, it is used? ☒ Yes ☐ NoMeters calibrated and/or checked for accuracy? ☐ Yes ☐ No

How often? _____

Are the disinfection byproduct precursor removal requirements of the Stage 1 Disinfectants/Disinfection Byproducts Rule being met? ☒ Yes ☐ NoSystem required to prepare disinfection profile? ☐ Yes ☒ NoProfile available for review? ☐ Yes ☐ NoAny individual filter excursions occurred in past? ☐ Yes ☒ No

If so, actions taken: _____

Comment

What are the shortest & average times between filter replacements? Quarterly

Comment

MEMBRANE

Type of membrane(s) used: Nano FiltrationSafeguards in place to warn of membrane failure? ☒ Yes ☐ NoType of pre-treatment used: AntiscalantDate of membrane installation: April 2014Fouling rate of membranes? N/AExpected life of membranes: 10 yearsWhat's the percent recovery? 80 %Operating pressure: 120 psi

Comment

SEDIMENTATION

Types of sedimentation/clarification process & facilities being used? N/AFlow distributed evenly to basins? ☐ Yes ☐ NoMechanical equipment working? ☐ Yes ☐ No

Settled water turbidity? _____

Indication of excess sludge in basin(s)? ☐ Yes ☐ No

How often is sludge removed? _____

Comment

RO

Types of sedimentation/clarification process & facilities being used? N/A

Where is treatment waste disposed? (i.e., RO concentrate, brine, etc.) _____

Frequency of cleaning and disposal of cleaning fluids and brines: _____

Comment

CYCLE

Is the dose utilized currently adequate? ☐ Yes ☐ No N/AIs the equipment room kept clean and dry? ☐ Yes ☐ No

Comment

**SOURCE****GROUNDWATER QUANTITY, QUALITY, AND PROTECTION**

Total Source Capacity exceeds Maximum Daily Demand? ☒ Yes ☐ No
 Any unused or improperly abandoned wells within system? ☐ Yes ☒ No
 Does the system have an emergency spill response plan? ☒ Yes ☐ No

Firm capacity exceeds Average Daily Demand? ☒ Yes ☐ No
 System have a well head protection program? ☒ Yes ☐ No

Comment

JUL 15 2019

GROUNDWATER WELLS

Well name	1	2	3			
FLUWID	AAC4170	AAC4172	AAC4171			
Year well drilled	1989	1989	1991			
Depth well drilled	117'	112'	110'			
Aquifer name	Lower Tamiami	Lower Tamiami	Lower Tamiami			
Depth of casing	75'	75'	75'			
Diameter of casing	8"	8"	8"			
Pump type	Submersible	Submersible	Submersible			
Horsepower	10	10	7.5			
Rated capacity (GPM@PSI)	500	500	375			
Observed Yield? (GPM@PSI)						
Subject to flooding?	No	No	No			
Setbacks compliant?	Yes	Yes	Yes			
Any past contamination?	No	No	No			
Raw water tap compliant?	Yes	Yes	Yes			
Well head sealed?	Yes	Yes	Yes			
Casing >12" above grade?	Yes	Yes	Yes			
Casing vent compliant?	Yes	Yes	Yes			
Check valve compliant?	Yes	Yes	Yes			
Water meter compliant?	Yes	Yes	Yes			
Air-relief valve installed?						
Dumpline installed?	Yes	Yes	Yes			
Stand-by Power?	Yes	Yes	Yes			

Comment

PUMPS AND CONTROLS

Pump Name	1	2	3			
Pump Use						
Pump Type	Centrifugal	Centrifugal	Centrifugal			
Horsepower	7.5	7.5	5			
Capacity-MG/day	250	250	125			
Lubricant NSF?	Yes	Yes	Yes			

Comment

DISTRIBUTION

Flush Frequency: ☒ at least quarterly ☐ per written plan ☐ Other: _____

Maximum Pressure 60 psi Minimum Pressure: 50 psi

Valve Maintenance Program Compliant? ☒ Yes ☐ No # of inline valves: 12 How often exercised? Quarterly

Comment

**STORAGE FACILITIES**

Tank Name or Number	1						
Storage type (ground, elevated, hydro, etc.)	Ground						
Tank material (steel, concrete, etc.)	Steel						
Tank size (Gallons)	294 k						
Watertight roof/hatch?	yes						
Venting/screens compliant?	yes						
Overflow compliant?	yes						
Level/PSI indicator compliant?	yes						
Drain & bypass installed?	yes						
Interior coating meet NSF?	yes						
Date of last annual inspection	2013						
Year of last 5 year inspection	2013						
Year of last 5 year washout	2013						
On/Off pressure (PSI) settings							
Altitude valves present? (elevated)							
Adequate turnover provided?	yes						
How are tanks levels controlled	<input type="checkbox"/> Manually <input type="checkbox"/> Auto onsite <input checked="" type="checkbox"/> SCADA	<input type="checkbox"/> Manually <input type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA	<input type="checkbox"/> Manually <input type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA	<input type="checkbox"/> Manually <input type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA	<input type="checkbox"/> Manually <input type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA	<input type="checkbox"/> Manually <input type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA	<input type="checkbox"/> Manually <input type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA
Comment							

MONITORING, REPORTING, & DATA VERIFICATION

Written available required monitoring plans? <input checked="" type="checkbox"/> Bacteriological <input checked="" type="checkbox"/> DBP <input checked="" type="checkbox"/> Pb/Cu and WQP <input type="checkbox"/> Other: _____								
Monitoring program maintained and followed per rule? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
Is testing required monitoring equipment compliant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
Proper procedures for calibrating monitor equipment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
Parameters currently monitored: <input checked="" type="checkbox"/> Chlorine <input checked="" type="checkbox"/> pH <input type="checkbox"/> F <input type="checkbox"/> PO4 <input type="checkbox"/> Fe <input type="checkbox"/> H2S <input type="checkbox"/> Turbidity <input type="checkbox"/> Other: _____								
Any monitoring & reporting, treatment techniques, or MCL problems? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
<table border="1"> <thead> <tr> <th>Violation</th> <th>Follow-up Date</th> </tr> </thead> <tbody> <tr> <td>TDS</td> <td>June, 2014</td> </tr> <tr> <td>Color</td> <td>June 2014</td> </tr> <tr> <td>DBP</td> <td>June 2014</td> </tr> </tbody> </table>	Violation	Follow-up Date	TDS	June, 2014	Color	June 2014	DBP	June 2014
Violation	Follow-up Date							
TDS	June, 2014							
Color	June 2014							
DBP	June 2014							
Comment								

OPERATOR STAFFING REQUIREMENTS

Plant Category/Class: <u>Category II Class C</u>	Lead operator class compliant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Number of plant operators: <u>2</u>
Treatment O&M log type: <u>Log Book</u>	Approved for reduced staffing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Distribution category: _____		
Distribution O&M log type: <input type="checkbox"/> Paper <input type="checkbox"/> Approved Electronic <input checked="" type="checkbox"/> In Plant Log Book	Is the log compliant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are all licenses valid? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does staffing meet requirements of 62-699, FAC? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Comment		



SYSTEM MANAGEMENT AND OPERATION

Formal Org Chart: ☒ Available ☐ Not available Is there a Capital Improvement Plan or plan for system sustainability?: ☒ Yes ☐ No

Comment

Are financial, operational data, and maintenance records maintained? ☒ Yes ☐ NoAre main breaks reported and recorded ☒ Yes ☐ NoAre boil water notices issued when applicable? ☒ Yes ☐ No

Comment

Emergency response plan on-file? ☒ Yes ☐ NoCompliant security in place (e.g. wells, plants, storage, pumps, etc.)? ☒ Yes ☐ No

Comment

Preventative Maintenance Program in place? ☒ Yes ☐ NoAre written SOPs and O&M Manuals for: ☒ Flushing ☒ Valves ☒ Plants ☒ Clearances ☐ New Line Installations

Comment

Maps Include: ☒ Lines (all) ☒ Valves ☒ Flush/Fire Hydrants ☒ Storage/Booster Pumps ☐ Interconnections
☒ Line Size ☐ Line Material ☐ Updates ☐ Air relief/Blow-off Valves ☐ Complaints

Comment

Does the system have and implement a written cross connection control program? ☒ Yes ☐ No ☐ NAHas the cross connection control annual report been submitted? ☐ Yes ☒ No ☐ NADo any of the past three years of annual reports indicate any deficiencies? ☐ Yes ☒ NoAre there any cross connections observed onsite or in the distribution system? ☐ Yes ☒ No

Comment

Is continuous training provided? ☒ Yes ☐ NoDoes the system appear to have adequate staff to maintain compliance? ☒ Yes ☐ No

Comment

Switchover: ☒ Automatic ☐ Manual

Capacity of Standby Power Source: 100 kW

Hrs Operated Under Load: 1

Is stand-by equipment exercised at least monthly? ☒ Yes ☐ NoSatisfy average daily demand? ☒ Yes ☐ No ☐ UnknownWhat equipment does it operate? ☒ Well Pumps ☒ High Service Pumps ☒ Treatment EquipmentAudio-visual alarm? ☒ Yes ☐ No

Comment

DETERMINATIONS

Areas of Concern Noted? ☒ Yes ☐ No

Areas of Concern	Rule	Corrective Action	Date Corrected	Significant Deficiency?
DBP, Color, TDS	62-555.514, 62-555.520 FAC	Installation of Nanofiltration unit	April, 2014	No

Technical assistance providers recommended? ☐ Yes ☒ No

Inspector's Signature

James W. Ma

P.E. II

Date: 7/1/2014

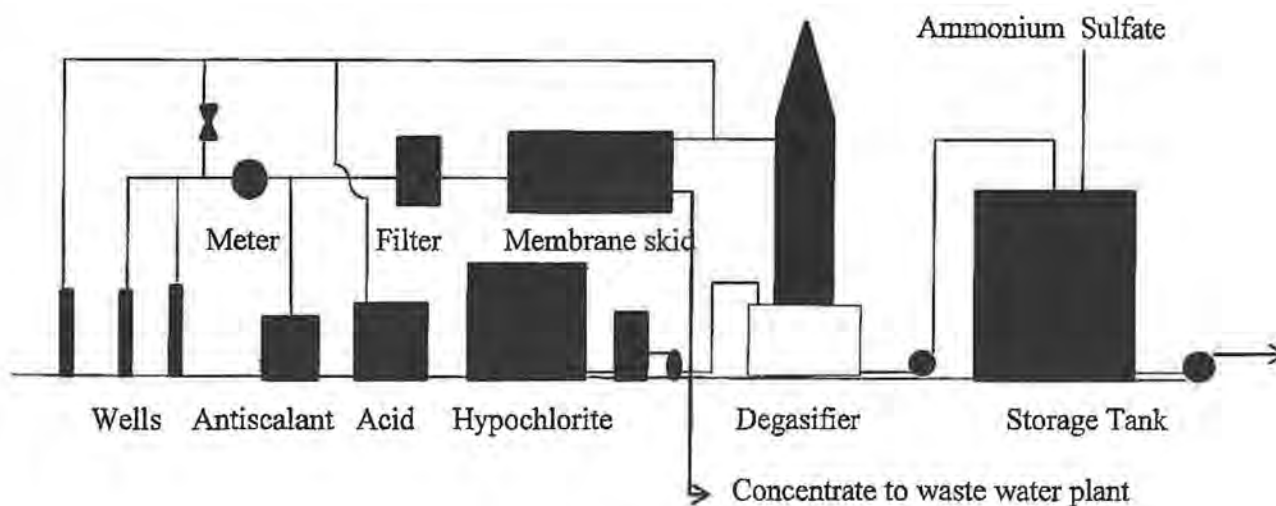
Reviewer's Signature

Chad J. Watters

Date:

7-3-14

JUL 15 2013



SYSTEM DIAGRAM

SUMMARY OF DEFICIENCIES AND RECOMMENDATIONS FOR TECHNICAL ASSISTANCE.

SYSTEM IS ON INCREASED QUARTERLY MONITORING FOR DISINFECTION BY-PRODUCTS (STAGE II-DBP), COLOR, ODOR, AND TOTAL DISSOLVED SOLIDES (TDS). INSTALLATION OF NANOFILTRATION UNIT IN APRIL, 2014 IS EXPECTED TO BRING THE BLEND WATER BACK TO ACCEPTABLE STANDARDS.

IT IS RECOMMENDED THAT A SAFETY SHOWER AND EYEWASH BE INSTALLED NEAR THE CHEMICAL STATION AND READILY AVAILABLE IN CASE OF EMERGENCY.



PHOTOS

JUL 15 2013



Add table with monitoring schedule

Compliance Schedule: The following parameters are due during the year shown.NO₂/NO₃:12/14 Inorganic:12/15 Secondary:12/15 VOC:12/15 Pb/Cu:09/16 THMs:06/14 Rad:03/15 SOC:12/15 Asbestos: _____

Comment

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

June 23, 2014

Dennis Swan
Citrus Park RV Resort
25501 Trost Boulevard
Bonita Springs, FL 34135

JUN 30 2014

JUL 15 2014

Reference: Consumer Confidence Report Approval
Citrus Park RV Resort
PWS I.D. # 5360048

Dear Mr. Swan:

This is to inform you that the revised copy of the Consumer Confidence Report (CCR) for your community water system has been reviewed by this office. We have no objection to the format and the content of the report. You may finalize this report for distribution to your customers.

Each existing community water system must mail or otherwise directly deliver one copy of its CCR to each billing customer by July 1, 2014, and subsequent reports by July 1 annually thereafter.

All CWSs must complete and submit the Certification of Delivery of Consumer Confidence Report form to us annually by August 10.

If you have any questions, please call our office at (239) 274-2200.

Sincerely,

A handwritten signature in black ink that reads "Charles J. Walther". The signature is written in a cursive, flowing style.

Charles J. Walther, P.E.
Director, Environmental Engineering Division
Florida Department of Health in Lee County

CJW/al

cc: Alana Faircloth, Florida Utility Solutions

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May 13, 2014

MAY 16 2014

Mrs. Tamara Swan
Citrus Park Campgrounds
25501 Trost Blvd.
Bonita Springs, Florida 34135

JUL 15 2014

Reference: PWS # 5360048 Citrus Park Campgrounds
Odor and TDS Exceeded MCL

Dear Mrs. Swan:

This is to inform you that the last chemical analysis results for secondary contaminants have been received on April 8, 2014. Result for Odor was 8 TON and TDS was 568 mg/l. Sample was taken on March 27, 2014 at entry to the distribution system. According to Florida Administrative Code Chapter 62-550.320 (1), water from your system has exceeded the MCL for Odor and TDS. Quarterly recheck samples for these parameters are required. Color is still on quarterly monitoring. Adequate public notice is appropriate. Corrective action is also required to bring these parameters back to compliance.

Please submit recheck results or a sample chain of custody copy as proof of sample collection for these contaminants by June 30th, 2014 and every quarter thereafter. If the annual average of the quarterly samples is below MCL, monitoring can be reduced to once annually and then back to normal monitoring after three years.

If you have any questions regarding this sample requirement, please feel free to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry W. Ma".

Jerry W. Ma P.E. II
Environmental Engineering Division
Florida Department of Health in Lee County

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April 9, 2014

Mrs. Tamara Swan
Citrus Park Campgrounds
25501 Trost Blvd.
Bonita Springs, Florida 34135

APR 11 2014

Reference: Lee County-PW

JUL 15 2019

Citrus Park Campgrounds PWS#5360048,
DBPs MCL Violation

Dear Mrs. Swan:

This is to acknowledge receipt of the quarterly analysis report for Disinfectant Byproducts at the designated Stage II locations of your water system today. The HAA5 RAA levels and the TTHM RAA level had exceeded both the maximum contamination levels of 60 ppb. for HAA5 and 80 ppb. for TTHM.

Pursuant to Chapter 62-550.514(4), F.A.C. and 40 CFR 141.133(b), you are required to keep monitoring every quarter until one year of quarterly monitoring is completed to see if the running average does not exceed MCL. System required to increase monitoring frequency to quarterly must calculate compliance by including the sample that triggered the increased monitoring plus the following three quarters of monitoring according to 40 CFR 141.133(b)(ii).

If the running annual arithmetic average of quarterly averages covering any consecutive four-quarter period exceeds the MCL, the system is in violation of the MCL and must notify the public pursuant the section 141.32 or 141.202, whichever is effective, in addition to reporting to the State pursuant to section 141.134. Corrective action is required within 30 days according to Chapter 62-550.300 F.A.C.

If you have any questions regarding this matter, please feel free to contact our office.

Sincerely,

A handwritten signature in black ink that reads "Jerry W. Ma".

Jerry W. Ma, P.E.
Environmental Engineering

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Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

January 21, 2014

Tamara Swan
Citrus Park RV Resort
25501 Trost Boulevard
Bonita Springs, FL 34135

JAN 27 2014

JUL 15 2013

Reference: Water Treatment Plant Compliance Inspection
Citrus Park RV Resort
PWS I.D. No.: 5360048

Dear Mrs. Swan

Attached is a copy of the recently completed compliance inspection report for the referenced water system. Deficiencies found with the system, if any, are listed on this report. Listed deficiencies are violations of Florida Administrative Code Chapter 62-555 and must be corrected in order to avoid formal enforcement action.

If any deficiencies are listed, please have them corrected within thirty (30) days of the date of this letter. For those deficiencies that cannot be corrected within 30 days, please provide this office with a written schedule for correction within this same time frame.

Sincerely,

Jerry W. Ma, P.E.
Environmental Engineering
Florida Department of Health in Lee County

JWM/tm

cc: Mitch Gilbert, Florida Utility Solutions

Compliance Inspection Form

Page 1

JUL 15 2013

BASIC INSPECTION AND SYSTEM INFORMATION

Water system: CITRUS PARK RV RESORT System PWS #: 5360048 Date of inspection: 01/16/14

System address: 25501 TROST BLVD City BONITA SPRINGS State FL Zip 34923

System phone: (239) 280-8905 (Dennis) / (239) 992-3030 Cell:

Fax number: (239) 992-4130 Email: dswan@citrusparkrv.net

Owner name: TROST INTERNATIONAL Contact: DENNIS

Owner address: 25501 TROST BLVD City: BONITA SPRINGS State FL Zip 34923

Owner phone: (239) 992-3030 Cell:

Fax number: (239) 992-4130 Email: dswan@citrusparkrv.net

Operator required? ☒ Yes ☐ No (If "No", Operator sections not applicable) Operator name: MITCH GILBERT

Operator Email mitchgilbert@floridautilitysolutions.com Phone (239) 435-0951 Cell: (239) 825-7818

S=Satisfactory U=Unsatisfactory ~ =Not Applicable * = See comment below

WELL INFORMATION		WELL NUMBER			DISTRIBUTION																																																							
Well Number		AAC4170	AAC4171	AAC4172		Water system map compliant?																																																						
Well head sealed? (Pad/conduit/openings)	S	S	S			Flushing of dead ends compliant?																																																						
Well casing 12" above grade?	S	S	S			Valve maintenance compliant?																																																						
Casing vent compliant?	S	S	S			Chlorine residual > 0.2 mg/L																																																						
Check valve compliant?	S	S	S			Number of service pumps?																																																						
Tap Compliant? (Smooth/12" high/pre-check)	S	S	S			Service pumps functional?																																																						
Flow measurable?	S	S	S			CCC devices tested annually?																																																						
Security measures compliant?	S	S	S			Flow meter accuracy checked?																																																						
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FOLLOW-UP TO LAST INSPECTION OR SURVEY																																																												
Last inspection fully compliant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (see below)																																																												
Number of deficiencies last cited?						1																																																						
Were any of the deficiencies "repeat"?						No																																																						
Response from system submitted?						No																																																						
Have deficiencies been addressed?						yes																																																						
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Inspections compliant? (annual/5yr)	2012 2011																																																											
Overflow/Vents compliant? (elevated)	S S																																																											
Pressure relief valve provided? (hydro)	S S																																																											
Security measures compliant?	S S																																																											

FIELD SAMPLING RESULTS		PLANT CI (mg/L)		REMOTE CI (mg/L)	
	Plant CI (mg/L)	3.8		Remote CI (mg/L)	
	Plant pH	8.24		Remote pH	
				2.3	
				8.10	

System is on increased quarterly monitoring for disinfection by-products (Stage II-DBP), color, odor, and total dissolved solids (TDS). Average pressure in the distribution system is: 50-60 psi.

**DEFICIENCIES AND RECOMMENDATION**

- **DEFICIENCY: LEAKING PIPE NEXT TO SERVICE PUMPS (See pictures 1 & 2)**

Regulation: FAC Rules 62-555.350(2)

JUL 15 2019

Recommended Action:

Florida Administrative Code 62-555.350 states, in part, that suppliers of water shall keep all necessary public water system components in operation and shall maintain such components in good operating condition so the components function as intended. Repair or replacement is recommended to cease leaking.

- **REMINDER: CLEARANCE NEEDED PRIOR TO USE OF NEW PWS COMPONENTS, PERMIT #0197637-0005WC3C**

Regulation: FAC Rule 62-555.345

Recommended Action:

No public water system (PWS) components constructed or altered under a permit granted by the Department shall be placed into permanent operation without prior Department approval, or clearance.

Note: Please submit a Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation (DEP Form 65-555.900(9)) to receive authorization to utilize PWS components.

- **REMINDER: CONSUMER CONFIDENCE REPORTS DUE TO CUSTOMERS BY JULY 1, 2014**

Regulation: FAC Rule 62-550.824

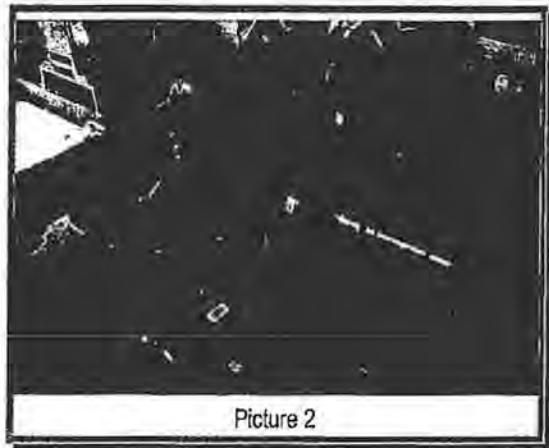
Recommended Action:

Community water systems must prepare and provide to their customers annual consumer confidence reports (CCRs) on the quality of the water delivered by the systems.

Note: Please submit a draft to our office for review and approval no later than June 1, 2014

DIGITAL PHOTOS

Picture 1: Wet floor from leaking water



Picture 2

INSPECTOR'S SIGNATURE [Signature] TITLE ENGINEERING SPECIALIST III DATE: JANUARY 21, 2014REVIEWED BY [Signature] TITLE P.E. II DATE: JANUARY 21, 2014

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Nation

Rick Scott
Governor

Celeste Philip, MD, MPH
State Surgeon General

May 2, 2018

Citrus Park RV Resort
25501 Trost Blvd. SE
Bonita Springs, FL 34135

JUL 15 2019

PWS ID#: 5360102
PWS Name: Citrus Park RV Resort

Dear Public Water System Owner:

Enclosed please find the annual operating license for July 1, 2018 through June 30, 2019. This document can be posted at your facility or it can be kept for record of your payment.

Our office will send this document as confirmation of your payment for the annual renewal of your operating license.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Brian P. Bates

Brian P Bates
Professional Engineering Administrator
Environmental Engineering Division
Florida Department of Health in Lee County

BB/hls

Florida Department of Health
In Lee County - Environmental Engineering
60 South Danley Drive, Unit 1, Fort Myers, FL 33907
PHONE: 239/274-2200 FAX: 239/274-2201
<http://lee.floridahealth.gov/>



Accredited Health Department
Public Health Accreditation Board

JUL 15 2019

PUBLIC DRINKING WATER ANNUAL OPERATING LICENSE

ISSUED BY:

Florida Department of Health Lee County
Environmental Engineering
60 S. Danley Dr, Unit 1, Fort Myers, FL 33907

PWS ID NUMBER: 5360102

AMOUNT PAID: \$1000.00

EXPIRATION DATE: 6/30/2019

SYSTEM NAME: CITRUS PARK RV RESORT

MAIL TO: CITRUS PARK RV RESORT
25501 TROST BLVD SE
BONITA SPRINGS, FL 34135



ORIGINAL COPY

PUBLIC DRINKING WATER ANNUAL OPERATING LICENSE

ISSUED BY:

Florida Department of Health Lee County
Environmental Engineering
60 S. Danley Dr, Unit 1, Fort Myers, FL 33907

PWS ID NUMBER: 5360102

AMOUNT PAID: \$1000.00

EXPIRATION DATE: 6/30/2019

SYSTEM NAME: CITRUS PARK RV RESORT

MAIL TO: CITRUS PARK RV RESORT
25501 TROST BLVD SE
BONITA SPRINGS, FL 34135



DUPLICATE COPY

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Governor

Celeste Philip, MD, MPH
State Surgeon General

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May 8, 2017

CITRUS PARK RV RESORT
25501 TROST BLVD SE
BONITA SPRINGS, FL 34135

JUL 15 2019

PWS ID #: 5360048
PWS Name: CITRUS PARK RV RESORT

Dear Public Water System Owner:

Enclosed please find the annual operating license for July 1, 2017 through June 30, 2018. This document can be posted at your facility or it can be kept for record of your payment.

Our office will now be sending this document as confirmation of your payment for the annual renewal of your operating license.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Brian P. Bates

Brian P Bates
Professional Engineering Administrator
Environmental Engineering Division
Florida Department of Health in Lee County



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Governor

JUL - 5 2016

Celeste Philip, MD, MPH
State Surgeon General

June 29, 2016

Dennis Swan
Citrus Park RV Resort
25501 Trost Blvd.
Bonita Springs, FL 34135

JUL 15 2016

Reference: Consumer Confidence Report Approval
Citrus Park RV Resort
PWS I.D. # 5360048

Dear Mr. Swan:

This is to inform you that the copy of the Consumer Confidence Report (CCR) for your community water system has been reviewed by this office. We have no objection to the format and the content of the report. You may finalize this report for distribution to your customers.

Each existing community water system must mail or otherwise directly deliver one copy of its CCR to each billing customer by July 1, 2016, and subsequent reports by July 1 annually thereafter.

All CWSs must complete and submit the Certification of Delivery of Consumer Confidence Report form to us annually by August 10.

If you have any questions, please call our office at (239) 274-2200.

Sincerely,

Brian P. Bates, P.E.
Professional Engineer II
Environmental Engineering
Florida Department of Health Lee County

BPB/al

cc: Alana Faircloth, Florida Utility Solutions

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Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

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June 19, 2015

Dennis Swan
Citrus Park RV Resort
25501 Trost Blvd.
Bonita Springs, FL 34135

JUL 15 2015

Reference: Consumer Confidence Report Approval
Citrus Park RV Resort
PWS I.D. # 5360048

Dear Mr. Swan:

This is to inform you that the revised copy of the Consumer Confidence Report (CCR) for your community water system has been reviewed by this office. We have no objection to the format and the content of the report. You may finalize this report for distribution to your customers.

Each existing community water system must mail or otherwise directly deliver one copy of its CCR to each billing customer by July 1, 2015, and subsequent reports by July 1 annually thereafter.

All CWSs must complete and submit the Certification of Delivery of Consumer Confidence Report form to us annually by August 10.

If you have any questions, please call our office at (239) 274-2200.

Sincerely,

A handwritten signature in cursive script, reading "Charles J. Walthers".

Charles J. Walthers, P.E.
Director, Environmental Engineering Division
Florida Department of Health in Lee County

CJW/al

cc: Alana Faircloth, Florida Utility Solutions

Citrus Park RV Resort

2014 ANNUAL DRINKING WATER QUALITY REPORT

JUL 15 2013

We are pleased to provide you with this year's Annual Drinking Water Quality Report. This report is designed to inform you about the quality of the water and the services that we deliver to you every day.

Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts made to continually improve the water treatment process and protect our water resources.

We are committed to ensuring the quality of your water and work to provide top quality water to every tap. This report shows our water quality results and what they mean.

Citrus Park Water Treatment Facility

Raw Water Sources(s)

Groundwater

- Lower Tamiami Aquifer (2 wells)
- Surficial Aquifer (1 well)

Water Treatment Rated Capacity 500,000 Gallons per Day

Treatment Processes

Reverse Osmosis

Aeration

Chloramine disinfection

Finished Water Storage

294,000 – gallon water storage tank

In 2014, the Department of Environmental Protection performed a Source Water Assessment on our system. The assessment was conducted to provide information about potential sources of contamination in the vicinity of our wells. There was no potential source of contamination identified for this system. These assessment results are available on the Florida Department of Environment Protection (FDEP) Source Water Assessment and Protection Program website at www.dep.state.fl.us/swapp, or they can be obtained from Citrus Park RV Resort.

JUL 15 2019

Citrus Park RV Resort

2014 ANNUAL DRINKING WATER QUALITY REPORT

DETECTED CONTAMINANTS

Citrus Park R.V. routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where otherwise indicated, this report is based on the results of our monitoring for the period of January 1 to December 31, 2014. Data obtained prior to January 1, 2014 and presented in this report are from the most recent testing done in accordance with the laws, rules, and regulations.

**This report shows
our water quality
results and what
they mean.**

If present, elevated level of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from material and components associated with service lines and home plumbing. Citrus Park RV Resort is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the State Drinking Water Hotline or at: www.epa.gov/safewater/lead.

The state allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old.

2014 ANNUAL DRINKING WATER QUALITY REPORT

- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

CLOSING THOUGHTS FROM CITRUS PARK RV RESORT

Thank you for allowing us to continue providing your family with clean, quality water this year. We at the Citrus Park RV Resort work continually to provide top quality water to every tap. We ask that all of our customers help us to protect our water sources, which are the heart of our community and our way of life.

In our continuing efforts to maintain a safe and dependable water supply, it may be necessary to make improvements in your water system. The costs of these improvements may be reflected in the rate structure. Rate adjustments may be necessary in order to address these improvements.

If you have any questions about this report or concerning your water utility, please contact us.

CITRUS PARK RV RESORT

25501 Trost Boulevard
Bonita Springs, FL 34135-6422

TEL: (239) 992-3030
FAX: (239) 992-4130

Florida Utility Solutions, Inc.

15275 Collier Blvd, Suite 201-268
Naples, FL 34119

TEL: (239) 435-0951
FAX: (888) 862-0321

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**Rick Scott**

Governor

John H. Armstrong, MD, FACS

State Surgeon General & Secretary

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January 14, 2014

Erich Trost
Citrus Park Campgrounds
25501 Trost Blvd.
Bonita Springs, FL 34135

Reference: Citrus Park RV Resort, PWS ID Number: 5360048.
NONCOMPLIANCE LETTER: DBP MCL Violation

Dear Mr. Trost:

The purpose of this letter is to inform you that Citrus Park RV Resort is in violation of the drinking water standard for total trihalomethanes (TTHM). Based on recent test results from samples we received on January 14, 2014, the location running annual average for TTHM is 120.75 ug/L at sample point Lot 67 and 144 ug/L at sample point Lot 97. These values exceed the maximum contaminant level (MCL) stated in F.A.C 62-550.310, of 80 ug/L. This caused your system to incur two Tier 2 violations. As a result of these violations, a public notice must be sent out to all affected customers no later than February 14, 2014.

A completed Certification of Delivery of Public Notice DEP Form 62-555.900(22) is required within ten days of completion of the public notification as required in F.A.C 62-550.730(1)(h). It must be returned to our office with a copy of the public notice attached. A sample public notice and a blank form of certification are included with this letter. The violation of exceeding this drinking water standard is reoccurring for this water system. As such, a plan of corrective action will need to be submitted to our office no later than February 14, 2014. Please be advised that this noncompliance letter is part of an agency investigation, preliminary to agency action in accordance with Section 120.57(5), Florida Statutes. We look forward to your cooperation in completing the investigation and resolution of this matter

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry W. Ma".

Jerry W. Ma, P.E.
Environmental Engineering Division
Florida Department of Health Lee County

JWM/tm

cc: Enclosures
Mitch Gilbert, Florida Utility Solutions

Florida Department of Health Lee County

Environmental Engineering
60 Danley Drive, Unit 1, Fort Myers, FL 33907
PHONE: 239/274-2200 FAX: 239/274-2201

www.leechd.com

TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fldoh

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Citrus Park RV Resort Has Levels of Total Trihalomethanes (TTHM) Above Drinking Water Standards

Our water system recently violated a drinking water standard. Although this is not an emergency, as our customers, you have a right to know what happened, what you should do, and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Testing results we received on 01/14/2014 show that our system exceeds the standard, or maximum contaminant level (MCL), for Total Trihalomethanes (TTHM). The standard for TTHM is 0.080 mg/L. The average level of TTHM over the last year was 0.121 and 0.144 mg/L at two testing sites.

What should I do?

You do not need to use an alternative (e.g., bottled) water supply. However, if you have specific health concerns, consult your doctor.

What does this mean?

This is not an immediate risk. If it had been, you would have been notified immediately. However, some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous system, and may have an increased risk of getting cancer.

What happened? What is being done?

[Describe corrective action.] We anticipate resolving the problem within [estimated time frame].

For more information, please contact [name of contact] at [phone number] or [mailing address].

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

This notice is being sent to you by Citrus Park RV Resort
State Water System ID#: 5360048.
Date distributed:



Florida Utility Solutions

15275 Collier Blvd., Suite 201-268

Naples, FL 34119

February 26, 2014

Lee County Health Department

60 Danley Drive, Unit 1, Fort Myers, FL 33907

RE: Citrus Park RV PWS 5360048 1/16/14 compliance inspection.

Dear Mr. Ma

In response to your inspection on January 16th 2014 we are addressing the deficiency of the leaking pipe inside the pump room during the work being done on the plant expansion. The leak will be repaired during the month of March to coincide with other work being done while not losing water pressure. We are aware of the clearance needed prior to use of the new components and are working close with our engineer on this matter. We are preparing the consumer confidence report and will have it to your office for approval no later than April 30th.

Sincerely,

Mitch Gilbert

Florida Utility Solutions Inc,

15275 Collier Blvd, Suite 201-268

Naples, FL 34119

Office: 239-435-0951

Fax: 888-862-0321

Cell : 239-825-7818



Florida Utility Solutions

15275 Collier Blvd., Suite 201-268

Naples, FL 34119

June 2, 2014

Lee County Health Department

2295 Victoria Ave # 364, Fort Myers, FL 33901-3875

RE: Citrus Park RV Resort PWS 5360048

Florida Utility Solutions would like to make you aware of an incident we had on Saturday, May 31, 2014. At 3:49pm the operator went to Citrus Park RV Resort to do the weekend check of the plants. Upon arriving he found the gate to the water plant open and the lid open on the ground storage tank. The operator immediately notified me and our protocol was to notify the park manager, Dennis Swan. I immediately went to Citrus Park and working with Dennis Swan we discovered that one of the Citrus Park maintenance personnel left the gate open to the water plant. We believe the wind blew the lid open on the ground storage tank. We did call Florida state warning point and filed a report. That report number is 2014-39-11. I spoke with a woman named Jennifer. We also called the Lee County sheriff department and filed a report with them. In addition, we took samples of the water and found everything to be normal. We added a locking mechanism to lock the ground storage tank lid closed so this does not happen again. Feel free to contact me with any questions you may have.

Respectfully submitted,

Mitch Gilbert

Florida Utility Solutions Representative

Florida Utility Solutions Inc,
15275 Collier Blvd, Suite 201-268
Naples, FL 34119
Office: 239-513-0445
Fax: 888-862-0321
Cell : 239-825-7818



South Florida Water Management District 10 Year Compliance Report Form Public Water Supply Utility

Online reporting is available at www.sfwmd.gov/ePermitting

Pursuant to Section 373.236(4), F.S., where necessary to maintain reasonable assurance that the conditions for issuance of a 20-year permit can continue to be met, a compliance report by the permittee may be required to be submitted for review and approval by District Staff. If your permit has a permit/limiting condition requiring a compliance report every 10 years, this form may be used to fulfill that requirement.

This form and attachments reflect information currently in our database. If there are blanks or no attachments for a category, that information will need to be provided by the Permittee. If the information provided by SFWMD is accurate, please indicate that by checking the "No Change since Permit Issuance" box. If there have been changes, please check the "Changes Include" box and provide a description of the changed information. Please complete each section entirely and if additional space is required, extra sheets/documents may be attached to the form.

Water Use Permit #: 36-00208-W Project Name: Citrus Park

PROJECT INFORMATION

1. Past and Projected Water Use (WU) Per Capita Use/Population:

☒ No change since permit issuance (as described on the attached Past/Projected WU Information Sheet).

☐ Changes include: _____

☐ Additional per capita use/population information attached.

ALTERNATIVE WATER SUPPLY INFORMATION

2. Alternative Water Supply ☒ No change since permit issuance ☐ Changes include: _____

☐ Additional alternative water supply information attached.

FACILITY INFORMATION

3. Withdrawal Facilities/Sources

☒ No change since permit issuance (as described on the attached Facility Information Sheet).

☐ Changes include: _____

☐ Additional withdrawal facilities/sources information attached.

OPERATIONAL INFORMATION

4. Operational Plan

☒ No change since permit issuance ☒ Changes include: _____

See Attached.

☒ Additional operational plan information attached.

CONSERVATION INFORMATION

5. Conservation Methods

☒ No change since permit issuance ☐ Changes include: _____

☐ Additional conservation methods information attached.

6. Describe the effectiveness of conservation methods implemented (if applicable) N/A

☐ Additional conservation information attached.

NOTE: For specific conservation requirements, please refer to your permit and the Basis of Review for Water Use Permit Applications (permits issued prior to July 14, 2014) or the Applicant's Handbook for Water Use Permit Applications (permits issued on or after July 14, 2014).



South Florida Water Management District
10 Year Compliance Report Form
Public Water Supply Utility

Online reporting is available at www.sfwmd.gov/ePermitting

CONTACT INFORMATION

Permittee Name: Trost International Inc. Phone: (239) 992-3030

Email: DSWAN@CITRUSPARKRV.NET

Is the current owner (or Lessee) different from the Permittee listed above?

☒ No ☐ Yes, ownership information is attached.

Compliance Contact Name: Mitch Gilbert

Phone: 239-825-7818
(xxx)-xxx-xxxx

Email: mitchgilbert@floridautilitysolutions.com

I certify that to the best of my knowledge and belief all of the information on this form is correct. I understand that making any material false statement on this form or in any attachments to it may result in revocation, in whole or in part, of the permit [Section 373.243(1), Florida Statutes].

If this document is not signed by the Permittee, documentation authorizing the signer to act on behalf of the Permittee must be attached, if not previously submitted for this permit.

- ☐ Permittee authorization previously submitted for this permit.
☐ Authorization letter attached.

Report Submitted by: Mitch Gilbert
(Print Name)

Signature: [Signature]

Date Submitted: 5/31/19

For assistance, please contact: wucompliance@sfwmd.gov

Wellfield Operating Schedule

Pumpage should be rotated between the two primary wells on a weekly basis to reduce individual well dependence and to equalize usage. The surficial aquifer well should operate for the same duration as the primary wells with a portion of the primary well flow and all of the surficial well flow designed to bypass the reverse osmosis system but enter the degasifier, transfer tank and pumping system. The surficial aquifer pump will be replaced with a smaller capacity pump capable of producing approximately 50 GPM to insure that the blended water continues to meet FDEP requirements for potable water. Water from both the surficial and the lower tamiami aquifer is potable but dissolved iron concentrations in the surficial aquifer well would damage the reverse osmosis membranes so it must be blended after the reverse osmosis system and prior to the degasifier. The water treatment process includes forced draft aeration which will reduce the iron concentration in the water from the surficial aquifer as well as the hydrogen sulfide present in the water from the lower tamiami aquifer wells. The operation is meant to improve water quality and reduce dependence on a single source of water by blending of the surficial aquifer water with the reverse osmosis product and bypassed lower tamiami aquifer water within the treatment system. Care should be taken to ensure that the water usage meets all mandated permit limitations.

Estimated Monthly Allocation Per Aquifer Based on Previous Data

Well Designation	Aquifer	Well Status	Pump Operating Schedule
PW-1	Lower Tamiami	Primary	One week at design rate of 200 GPM, then switch to PW-2.
PW-2	Lower Tamiami	Primary	One week at design rate of 197 GPM, then switch to PW-1.
PW-3	Water Table (Surficial)	Primary	Operate concurrently with well PW-1 and PW-2 at the reduced design rate of 50 GPM.

Well operation will consist of the following allocations:

Well PW-1 or PW-2 normal operation at approximately 200 GPM of which 93 GPM is used to feed to the reverse osmosis system and 107 GPM is bypassed to the degasifier system. The reverse osmosis product flow of 70 GPM is to the degasifier and 23 GPM of concentrate is discharged to the sanitary sewer. During peak flow periods, the second nominal 200 GPM well will also run but both wells will be limited to 160 GPM each. This will allow operation of the wellfield to produce the highest quality water for the customers. Well PW-3 will be operating concurrently with the reduced 50 GPM flow bypassed directly to the degasifier system.

Total flows:

281 GPM to the degasifier and 23 GPM to sewer system during **normal operation** with flow below 400,000 GPD.

350 GPM to the degasifier and 23 GPM to sewer system during **peak operation** with flow above 400,000 GPD.

A flow diagram of the proposed system is attached.

Note: Operating hours per day are dependent on daily demands.

Month	Total Demand Year 2024	Water Table Aquifer Pumpage (MG)	Lower Tamiami Aquifer Pumpage (MG)
Jan	9.6	2.2	7.4
Feb	9.5	2.2	7.3
Mar	10.7	2.5	8.2
Apr	8.1	1.9	6.2
May	6.0	1.1	4.9
Jun	5.0	0.7	4.3
Jul	4.2	0.4	3.8
Aug	4.1	0.4	3.7
Sep	4.2	0.4	3.8
Oct	5.4	0.9	4.5
Nov	6.8	1.3	5.5
Dec	6.9	1.4	5.5
Total:	80.5	15.4	65.1

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

www.sfwmd.gov/ePermitting

Service Area Citrus Park property

Treatment Plant (Table I) Citrus Park

**TABLE F
Past Water Use**

Year	Past Population*	Per Capita Usage	Total Annual Use (MG)	Average Month Use (MG)	Maximum Month Use (MG)	Ratio Max:Average
2009	3340	73.5	89.57	7.464	12.65	1.69
2010	3348	68.2	83.18	6.932	12.87	1.86
2011	3348	68.9	84.13	7.011	9.76	1.39
2012	3348	58.7	71.70	5.975	8.80	1.47
2013	3352	58.2	67.95	6.18	7.80	1.26
2014	3356	56.6	69.37	5.79	9.87	1.70
2015	3360	75.4	92.43	7.58	9.49	1.25
2016	3364	71.4	87.61	7.23	9.59	1.33
2017	3368	64.7	79.48**	6.62	9.15	1.38
2018	3371	50.8	62.25**	5.19	7.90	1.52

* Source of Projected Population Information: Two people per RV and MH – over 55 community, and 3 per SF home.

** Flow revised upward from well readings due to well meter problem. Well meters are now replaced.

**TABLE G
Projected Water Use**

Year	Projected Population*	Per Capita Usage**	Total Annual Use (MG)	Average Month Use (MG)	Maximum Month Use (MG)	Ratio Max:Average
2019	3375	65	80.1	6.68	10.5	1.58
2020	3379	65	80.2	6.68	10.6	1.58
2021	3383	65	80.3	6.69	10.6	1.58
2022	3386	65	80.3	6.69	10.6	1.58
2023	3390	65	80.4	6.70	10.6	1.58
2024	3393	65	80.5	6.70	10.6	1.58
2025	3397	65	80.6	6.71	10.6	1.58
2026	3401	65	80.7	6.73	10.6	1.58
2027	3404	65	80.8	6.73	10.6	1.58
2028	3408	65	80.9	6.74	10.6	1.58

* Source of Projected Population Information: Remaining 25 vacant single family lots at three people per lot.

**Based on Jan-Apr 100%, May, Nov & Dec 50%, and June through September at 20% occupancy.

Incorporated by reference in paragraph 40E-2.101(1)(g), F.A.C.
Form 0645-G69 Table F & G (10/2012)

sfwmd.gov

Page 1 of 2

EXHIBIT D

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

**Ron DeSantis**

Governor

Scott A. Rivkees, MD

State Surgeon General

Vision: To be the Healthiest State in the Nation

August 19, 2019

Eric Zimmerman
Murex Properties
12629 New Brittany Blvd., Bldg. #16
Fort Myers, FL 33907

Reference: Compliance Inspection Report
Citrus Park RV Resort
PWS I.D. No.: 5360048

Dear Mr. Zimmerman:

Attached is a copy of the recently completed compliance inspection report for the referenced water system. Deficiencies found with the system, if any, are listed on this report. Listed deficiencies are violations of Florida Administrative Code Chapter 62-555 and must be corrected in order to avoid formal enforcement action.

Two (2) deficiencies were identified:

1. Missing Vacuum Breakers on Hose Bibs at High Service Pumps. (Picture 1)
2. Low Chlorine Residual at Remote Location.

Please have the deficiencies corrected within thirty (30) days from the day of the letter. For those deficiencies that cannot be corrected within 30 days, please provide this office with a written schedule for correction within this time frame.

If you have any questions about this report, please contact Ian Lyngse at ian.lyngse@flhealth.gov or by phone at 239-274-2216.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Bates".

Brian P. Bates, P.E.
Professional Engineering Administrator

BPB/il

cc: Mitch Gilbert, Lead Operator
Keith Madden, Murex Properties
Dennis Swan, Citrus Park RV

Florida Department of Health

In Lee County • Environmental Engineering
60 South Danley Drive, Unit 1, Fort Myers, FL 33907
PHONE: 239/274-2200 FAX: 239/274-2201
<http://lee.floridahealth.gov/>



Accredited Health Department
Public Health Accreditation Board

Compliance Inspection Form

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BASIC INSPECTION AND SYSTEM INFORMATION

Water system:	CITRUS PARK RV RESORT	System PWS #:	5360048	Date of inspection:	08/01/2019
System address:	25501 TROST BLVD	City:	BONITA SPRINGS	State:	FL Zip 34135
System phone:	(239) 280-8905 / (239) 992-3030	Cell:			
Fax number:	(239) 992-4130	Email:	kmadden@murexproperties.com dswan@citrusparkrv.net		
Owner name:	MUREX PROPERTIES	Contact:	KEITH/DENNIS		
Owner address:	12629 NEW BRITTANY BLVD., BLDG. #16	City:	FORT MYERS	State:	FL Zip 33907
Owner phone:	(239) 790-0004	Cell:	(813) 951-7592		
Fax number:	(239) 275-0648	Email:	kmadden@murexproperties.com ezimmerman@murexproperties.com dswan@citrusparkrv.net		
Operator required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No", Operator sections not applicable)		Operator name: MITCH GILBERT		
Operator Email	mitchgilbert@floridautilitysolutions.com		Phone	(239) 435-0951	
			Cell:	(239) 825-7818	

S=Satisfactory U=Unsatisfactory ~ =Not Applicable * =See comment below

SOURCE - WELL INFORMATION

Well Number	AAC4170	AAC4171	AAC4172
Well head sealed? (Pad/conduit/openings)	S	S	S
Well casing 12" above grade?	S	S	S
Casing vent compliant?	S	S	S
Check valve compliant?	S	S	S
Tap Compliant? (Smooth/12" high/pre-check)	S	S	S
Flow measurable?	S	S	S
Security measures compliant?	S	S	S

TREATMENT

O & M manual compliant?	S
Cl storage compliant (no organics/acid/sun)	S
Spare chlorinator compliant?	S
Loss of chlorine alarm compliant?	~
Treated sample tap provided?	S
Security measures compliant?	S
Cl solution NSF approved?	S
Solution vat compliant? (covered/etc)	S
Safety: (Gloves/Apron/Eyewash/etc)	S
Cl room compliant? (separate/ventilation)	~
Scales compliant?	~
Auto switchover provided?	~
Safety: (SCBA/Gloves/Ammonia/Panic HW)	~
Aeration	S
pH adjustment	S
Orthophosphate	~
Other: RO, AMMONIA	S

STORAGE

Tank Number	1G
Inspections compliant? (annual/5yr)	S
Overflow/Vents compliant? (elevated)	S
Pressure relief valve provided? (hydro)	S
Security measures compliant?	S

Last inspection date: 2017

DISTRIBUTION

Water system map compliant?	Yes
Flushing of dead ends compliant?	Yes
Valve maintenance compliant?	Yes
Chlorine residual > 0.6 mg/L	No

PUMPS

Number of service pumps?	3
Service pumps functional?	Yes

OPERATOR MANAGEMENT

CCC devices tested annually?	Yes
Flow meter accuracy checked?	Yes
ERP, PbCu, DBP, and CCC Plans?	Yes
In use permits have clearance?	Yes
Operator visits compliant?	Yes
Plant checked 5 times per week?	Yes
MORs submittal compliant?	Yes

FOLLOW-UP TO LAST INSPECTION OR SURVEY

Last inspection fully compliant?	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No (see below)
Number of deficiencies last cited?	0
Were any of the deficiencies "repeat"?	~
Response from system submitted?	~
Have deficiencies been addressed?	~

MONITORING SCHEDULE

CHEMICAL	ANALYSIS DATE	NEXT DUE
Nitrate/Nitrite	10/18	12/19
Inorganics	09/18	12/21
Lead and Copper	08/16	09/19
TTHM/HAA5	09/18	09/19
VOCs	09/18	12/21
SOCs	09/18	12/21
Rads	09/18	12/21
Secondaries	09/18	12/21

FIELD SAMPLING RESULTS

Plant Cl (mg/L)	4.7	Remote Cl (mg/L)	0.12
Plant pH	8.6	Remote pH	8.0

COMMENTS

Remote location at: Guard House Restroom

**DEFICIENCIES AND RECOMMENDATION****DEFICIENCY: MISSING VACUUM BREAKER ON HOSE BIBS AT HIGH SERVICE PUMPS.**

Regulation: 62-555.360(1): Cross-connections, as defined in Rule 62-550.200, F.A.C., are prohibited unless appropriate backflow protection is provided to prevent backflow through the cross-connection into the public water system.

DEFICIENCY: LOW CHLORINE RESIDUAL AT REMOTE LOCATION.

Regulation: 62-555.350(6): Suppliers of water shall maintain a minimum free chlorine residual of 0.2 milligram per liter, or a minimum combined chlorine residual of 0.6 milligram per liter or an equivalent chlorine dioxide residual, throughout their drinking water distribution system at all times.

PICTURES

PICTURE 1: HIGH SERVICE PUMPS

Inspector's Signature Rosa Esparza
Rosa Esparza

Title: Engineering Specialist III

Date: 8/19/2019

Inspector's Signature Ian Lyngse
Ian Lyngse

Title: Engineering Specialist III

Date: 8/19/19

Reviewed By Brian P. Bates, P.E.
Brian P. Bates, P.E.

Title: Professional Engineering Administrator

Date: 8/19/19

EXHIBIT E

WATER AND WASTEWATER SITE LEASE AGREEMENT

THIS WATER AND WASTEWATER SITE LEASE (the "Lease") is effective as of this 10th day of June, 2019, by and between CPI Citrus Park Owner, L.L.C., a Delaware limited liability company (hereinafter referred to as "Owner"), and CPI Citrus Park Utility TRS, L.L.C., a Delaware limited liability company (hereinafter referred to as ("Service Company")).

RECITALS

WHEREAS, concurrently on the date of execution of this Lease, Owner has acquired a mobile home and recreational vehicle ("RV") park community located in Lee County, Florida, known as Citrus Park RV Resort and Manufactured Home Community (the "Community") from Citrus Park-Trost International, Inc. ("CPTI") (the "Acquisition");

WHEREAS, as a result of the Acquisition, the Owner now owns certain real property in the Community composed of residential lots available for lease to owners of mobile homes and RVs, community amenities, a water treatment plant, a wastewater treatment plant, and appurtenances, all of which are located within the Community;

WHEREAS, prior to the Acquisition, CPTI provided water and wastewater services from its water and wastewater treatment plants to its tenants in the Community as part of their lot rent without specific compensation for those services;

WHEREAS, prior to the Acquisition, CPTI also provided water service from its water treatment plant to owners of improved lots in the Bell Villa Subdivision ("Subdivision") adjacent to the Community;

WHEREAS, Service Company is in the process of filing an application with the Florida Public Service Commission ("PSC") for authority to become a certified utility authorized to provide and charge for water and wastewater service, and desires to utilize portions of Owner's property for the purpose of water and wastewater treatment ; and

WHEREAS, in anticipation of PSC issuing an appropriate order approving Service Company's application, Owner has conveyed the water treatment plant and wastewater treatment plant and appurtenances to Service Company, and Service Company is providing (i) water and wastewater service to Owner's tenants in the Community, and (ii) water service to lot owners in the Subdivision.

NOW, THEREFORE, in consideration of ten dollars (\$10), and the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS.

The statements in the recitals set forth above are true and correct, and by this reference are made part of this Lease.

2. DEFINITIONS.

The following definition of terms used in this Lease shall apply unless the context indicates a different meaning:

A. "Facilities" mean the Wastewater Treatment Facilities and the Water Treatment Facilities.

B. "PSC Approval" means an order issued by the PSC approving Service Company's application for authority to operate as certificated utility and provide and charge for water and wastewater service under terms and conditions that are acceptable to Service Company in its sole discretion.

C. "Property" means the land described in Exhibit "A" and represents the certificated service territory of Service Company.

D. "Sites" mean the sites containing the Facilities.

E. "Wastewater Treatment Facilities" mean all plants, tanks, pumps, percolation ponds, pipes, equipment, and other appurtenant facilities located on the Sites used in the treatment of wastewater.

F. "Water Treatment Facilities" mean all wells, casings, plants, tanks, pumps, pipes, equipment, and other appurtenant facilities located on the Sites used in the treatment of water.

2. PURPOSE AND TERM.

Owner hereby leases to Service Company and Service Company hereby leases from Owner, certain portions of the Property owned by Owner, upon the terms and subject to the conditions set forth herein. This Lease shall be effective for a period of ninety-nine (99) years beginning immediately after its execution unless sooner terminated as provided herein.

3. RENTS.

As compensation for Service Company's right to utilize the Sites and the impact of all Service Company uses of the Property or Sites, Service Company shall pay to Owner an annual rent of \$60,655 ("Annual Rent"). The Annual Rent for 2019 shall be prorated on a calendar year basis and such prorated amount shall be due upon execution of this Lease. All subsequent payments shall be due on January 1st of the applicable calendar year. Commencing on January 1, 2045, the amount of Annual Rent shall be increased each calendar year in proportion to the increase in the Lee County Property Appraiser's valuation of the Sites for such calendar year.

4. INTENTIONALLY DELETED.

5. DESCRIPTION OF LEASED PREMISES.

For Service Company's purposes, Owner and Service Company agree to a lease of portions of the Property for use of the Facilities. A description of the Sites is attached hereto as Exhibit "B." Service Company's use of any portion of the Property shall not now, or in the future, be a detriment to Owner's operation of the Community, or other activities in area adjacent to the Sites.

6. PERMITS.

Service Company shall obtain, at its sole expense, all permits, certificates, and approvals as may be required by any governmental entity, including, without limitation, the PSC, county or State governments, U.S. Army Corp of Engineers, the United States Environmental Protection Agency ("USEPA"), and the Florida Department of Environmental Protection ("DEP"). Owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any permit application.

Service Company shall operate and maintain all Facilities in a safe, efficient and sufficient manner and in compliance with any and all federal, State, and local laws and regulations and be responsible for initiating, maintaining and supervising all safety precautions and program deemed necessary by regulatory authorities and industry standards. The Facilities shall be designed to minimize environmental degradation to the Property. Service Company shall operate and maintain the Facilities to support these objectives.

Service Company shall prepare and submit in timely manner all reports on operation and maintenance of the Facilities as required by local, state, and federal regulatory agencies and make all such records available for review by Owner.

7. USE OF SITES.

The Sites shall be used for the sole purpose of the operation of the Facilities. If Owner shall reasonably determine that, for Owner's beneficial use of the Property, a certain component of the Facilities must be relocated, Owner will provide a substitute Site located as close as reasonably possible to the original Site, and Owner shall bear the expense of such relocation.

Service Company agrees to refrain, and to prevent its employees, invitees, agents, and contractors, from bringing any hazardous materials onto the Property, except for cleaning fluids in *de minimis* quantities, those for water production and supply, wastewater treatment and fuel for emergency power generation. All such materials shall be stored in proper containers and in compliance with all legal requirements. Service Company covenants and agrees to indemnify, defend and hold Owner harmless from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence, release, spill or discharge of any hazardous materials in, on or about the Property at any time during the term of the Lease, or resulting from the acts or omissions of Service Company or its respective employees, agents or contractors. Without limiting the generality of the foregoing, the indemnity set forth above shall specifically cover any investigation, monitoring and remediation costs.

Service Company shall not have the right to place any signs or other advertising material on the Property without the prior written consent of Owner; provided that, Service Company shall have the right to erect or display any signage that may be required by law in the operation of the Facilities on the Property.

8. UNUSABLE FACILITIES.

If any Facilities become unusable, upon written notice by Service Company to Owner, the Site upon which the unusable facility is located shall no longer be subject to the terms of this Lease, as of the date the Site is taken out of service and all necessary abandonment, reconditioning, and cleanup work is completed. In such event, in Owner's sole discretion, Service Company shall: (i) properly abandon the Facilities on the Site, at Service Company's expense, in accordance with applicable DEP and USEPA requirements and other applicable statutes, ordinances, or regulations and such other requirements as may reasonably be imposed by Owner for the plugging or abandonment of such facilities; and remove all Facilities on the Site; or, (ii) convey all or a portion of the Facilities to Owner. Upon the abandonment of any Facilities, or the removal of Facilities from any Site, Service Company shall clean up the Site and leave the same in neat and presentable condition.

Owner shall not in any way be responsible or liable to Service Company at any time for any loss, damage or expense resulting from any change in any Sites suitability to serve as a Site for Facilities or any changes in the quality or quantity of such wastewater or reuse water that can be treated, stored or disposed of on such Sites, or the character of the Property, or for it being no longer suitable for Service Company's requirements or for any cessation or interruption of the operation of the Facilities, nor shall any variation in any way relieve Service Company of any obligation under this Lease.

9. MAINTENANCE AND REPAIR.

During the term of this Lease, Service Company shall be responsible for the continuous operation and maintenance of the Facilities unless otherwise agreed to in writing by Service Company and Owner. Service Company shall keep the Sites and Facilities in a neat, clean and presentable condition.

Service Company shall institute preventive and corrective maintenance program for the Facilities and shall staff the Facilities with the appropriate number of certified operators and hourly or salaried employees consistent with regulatory requirements and good management practice. Service Company shall be responsible for maintaining the Sites (including mowing) and the Facilities, and for replacement of any component parts when necessary due to destruction, wear and tear or otherwise.

Service Company shall perform periodic monitoring, sampling and testing as required by its DEP, USEPA, and other applicable permits or regulations. Service Company shall provide or secure laboratory services for testing and an for all constituents as necessary to comply with regulatory requirements. All such sampling, monitoring, analysis and reporting shall be in compliance with agency approved quality assurance/quality control programs and all perm and regulations.

All Facilities shall be selected, installed, used and maintained in accordance with good practices in the industry and in full compliance with all applicable laws and governmental regulations. Service Company shall respond to any emergencies during or aft regular business hours as necessary as quickly as possible. Should an event of regulatory noncompliance occur,

Service Company shall act promptly to correct such noncompliance or, if such noncompliance cannot be promptly corrected, Service Company shall promptly commence reasonable actions to correct the noncompliance and diligently pursue same. Such event of noncompliance or emergency shall be reported to Owner upon notification to applicable regulatory agencies or, if no such notification is required, promptly following such event.

10. ELECTRICAL POWER.

Service Company shall be responsible for securing electric power for the Facilities. Owner shall reasonably cooperate with Service Company in securing electrical power for Sites from the closest power source. Owner shall have the right to approve the location of poles, transformers, electrical lines, and other necessary installations, which approval shall not be unreasonably withheld. Owner shall have the right to require underground installation of utilities, all at Service Company's expense. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, and negotiation of documents and for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Site.

11. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive license for ingress and egress to the Sites during the term of this Lease, during the times and solely for the purposes set forth in this Lease.

12. INTENTIONALLY DELETED.

13. INSPECTION BY OWNER.

Owner or Owner's agent may at any time, enter upon any Site to view the condition thereof, to obtain water, wastewater, or reuse water samples for water quality testing, and to observe Service Company's operations thereon.

14. TAXES.

This Lease is an absolute net lease. All amounts payable hereunder to or on behalf of Owner shall be paid without notice or demand, and without set-off counterclaim, abatement, suspension, deduction or defense. It is the intent of the parties hereto that all Annual Rents payable under this Lease shall be an absolutely net return to Owner and that Service Company shall pay all costs and expenses relating to the Property and the business carried on therein. Any amount or obligation relating to the Property which is not expressly declared to be that of Owner under this Lease shall be deemed to be an obligation of Service Company

Service Company shall pay all sales taxes, if any, due on the Annual Rent, all license taxes, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.

Owner may require Service Company to pay all real estate taxes, tangible personal property taxes, intangible personal property taxes, and assessments of any kind, and all increases in such taxes on

the Sites leased hereunder, and any Facilities constructed, owned, or operated by Service Company accruing during the term of this Lease, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Sites, whether actual payment of such taxes is made during the term of this Lease or thereafter.

If Service Company is required to pay such taxes, Owner shall promptly provide applicable tax notices and pro-rations, which shall thereafter be payable when due.

If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, the parties shall make appropriate adjustments or pro-rations to determine tax liability. Such tax liability shall be computed based on the most recently available valuations, millage, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Property is located.

15. INSURANCE.

Unless Owner agrees in writing to alternative coverage, Service Company covenants and agrees to obtain and maintain during the term of this Lease the following insurance coverage:

a) **Liability Insurance.** Service Company shall procure and maintain throughout the Term, at its sole expense, (i) Workers' Compensation Insurance in statutorily-required amounts for its employees, and (ii) Comprehensive General Liability Insurance arising out of Service Company's use or occupancy of the Sites in such amounts, with such deductibles, and with such insurers, as shall be reasonably acceptable to Owner.

b) **Fire and Extended Coverage Insurance on Improvements and Personalty.** Service Company shall keep all improvements, installations, machinery and equipment placed by it and all other personal property placed by it on the Sites continuously insured against loss or damage by theft, fire or lightning (with extended coverage if available) in an amount equal to the fair market value thereof, subject to reasonable and customary deductibles. If at the time of any loss Service Company is in default to Owner, Owner may require the proceeds be paid to Owner to satisfy Service Company's obligation to Owner. If Service Company is not in default under this Lease, the proceeds shall be used for the repair or restoration of the property regarding which loss occurred, if the property is needed for the future development of the Leased Premises.

c) **Indemnity by Service Company.** Owner shall not be liable to Service Company or Service Company's employees, agents, visitors or any other person for injury to person or damage to or loss of property on or about the Sites, or arising out of the use of the Sites by Service Company, or the conduct of its business thereon, or arising out of any breach or default by Service Company in the performance of its obligations hereunder, or resulting from any other cause except Owner's sole negligence. Service Company shall indemnify, save harmless and defend Owner from and against any and all suits, claims, actions, damages, liability and expense, including attorney fees, in connection with loss of life, personal injury and/or damage to property arising with respect to the Sites or any part thereof, or occasioned wholly or in part by any act or omission of Service Company, its officers, agents, servants, contractors, employees or invitees.

16. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner, its shareholders, officers, directors, employees, and agents (all such indemnities herein referred to as "Owner") and hold Owner harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney fees and costs incurred by Owner, arising out of the acts or omissions of Service Company, its agents or contractors, in the use, occupancy or operation of any Site, Facilities, or any activities of Service Company, its agents or contractors, on the Property. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of any violation of any law, ordinance, or government regulation applicable to Service Company, its agents or contractors use or occupancy of any Site or Facility.

B. Indemnity to Service Company.

Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under this Lease.

C. Costs and Attorney Fees.

In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney fees at all levels, including appeals.

17. DEFAULT.

A. The occurrence of one or more of the following constitutes an event of default by Service Company:

1) The failure of Service Company to perform any obligation for the payment of money within ten (10) days of when due;

2) The failure of Service Company to perform and comply with any material obligation imposed upon Service Company by this Lease, other than the payment of money, for more than thirty (30) days after written notice thereof shall have been given to Service Company or, if such default is of such nature that it cannot, with due diligence, be completely remedied within such thirty (30) day period, such longer period of time as may be reasonably necessary to remedy provided that Service Company shall commence, within said period of thirty (30) days, and shall thereafter diligently prosecute to completion, all steps necessary to remedy such default, but in no event more than ninety (90) days after written notice of such default shall have been given to Service Company;

3) Breach by Service Company of the obligations set forth in Section 15 that continues beyond 10 days after Service Company receives written notice thereof;

4) Proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing;

5) Assignment of Service Company's property for the benefit of creditors is made;

6) A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within thirty (30) days after appointment the receiver, conservator, or officer is not discharged and possession of the property is not restored to Service Company;

7) Service Company's interest in the Sites or Facilities are the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; or,

8) Service Company abandons the Property.

B. If Owner shall default in any of its material obligations hereunder, Service Company shall give written notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such notice in which to cure such default.

C. Owner and Service Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

18. ADDITIONAL TERMINATION RIGHTS.

A. In the event Service Company does not receive PSC Approval by September 10, 2020, Service Company or Owner may terminate this Lease within twelve (12) months following this date.

B. In the event the Owner sells the Sites or the Service Company sells or ceases to use the Facilities, the Owner may terminate this Lease.

19. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company rights hereunder without the express written consent of Owner, which may be withheld at Owner's sole discretion. Any assignment, pledge or encumbrance of Service Company's stock or ownership interest shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease. Owner has the unequivocal right to sell any or all of the Property, and to assign any or all of its rights hereunder, upon written notice to Service Company.

20. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given in writing and transmitted by messenger service, Certified Mail Return Receipt requested, telegram, or by a nationally recognized overnight courier service. For the purpose of this Lease the addressees of the parties are as follows:

Owner:

CPI CITRUS PARK OWNER, L.L.C.
1001 Pennsylvania Ave., NW Suite 220 South
Washington, DC 20004
Attention: Scott Jenkins and Pierre Molster

And

CPI CITRUS PARK OWNER, L.L.C.
1001 Pennsylvania Ave., NW Suite 220 South
Washington, DC 20004
Attention: Alison Ando

Service Company:

CPI CITRUS PARK UTILITY TRS, L.L.C.
1001 Pennsylvania Ave., NW Suite 220 South
Washington, DC 20004
Attention: Scott Jenkins and Pierre Molster

And

CPI CITRUS PARK UTILITY TRS, L.L.C.
1001 Pennsylvania Ave., NW Suite 220 South
Washington, DC 20004
Attention: Alison Ando

Notice given by certified mail shall be deemed received when the return receipt is signed for. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received by the party to whom addressed. Either party may change its address by giving written notice to the other, but the change shall not become effective until the notice is actually received by the other party. Payments due Owner hereunder shall be made to Owner at Owner's address set forth above (or at a changed address as provided above). If the last day for giving any notice or performing an act hereunder falls on a Saturday, Sunday, or a day on which the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

21. FORCE MAJEURE.

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such part that includes, but is not limited to, any of the following: war (declared or undeclared), blockages, hostilities, revolutions, riots strikes, lockouts or other labor disturbances, epidemics, fires, hurricanes, storms, terrorist acts, governmental acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the part claiming Force Majeure.

22. DOCUMENTATION.

Service Company and Owner agree that each shall execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

23. INTERPRETATION.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Lease.

24. REMEDIES.

A. In the event a party fails to perform any of its obligations hereunder, the non-defaulting party shall be entitled to: (i) terminate this Agreement by written notice delivered to the other party and pursue all remedies available at law or in equity; (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the default and proceed as contemplated herein.

B. Upon the occurrence of an event of default by Service Company, and in addition to the other remedies set forth herein, Owner may (a) re-enter and repossess the Property, or any part thereof, by judicially mandated force, summary proceedings, ejections or otherwise; and, (b) remove all persons and property there from, whether or not this Lease has been formally terminated hereunder, it being understood and agreed that Owner shall have no liability by reason of any such re-entry, repossession or removal except to the extent caused by Owner's gross negligence or willful misconduct, and no such re-entry or taking of possession of the Sites by Owner shall be construed as an election on Owner's part to terminate this Lease unless a written notice of such intention be given to Service Company.

C. If Service Company breaches any of its obligations under this Lease, and the same shall constitute an event of default, then in addition to any other right or remedy Owner may have, Owner may perform such obligations on Service Company's behalf at the cost thereof, together with interest thereon, shall become due and payable as additional rent to Owner upon demand.

D. In addition to other remedies provided in this Lease, Owner shall be entitled to seek and obtain temporary and permanent injunctive relief to prevent and restrain any breach or contemplated breach or threatened breach of and to specifically enforce the provisions of this Lease, and Owner shall not be obligated to post bond or other security in seeking such relief or to prove irreparable harm. The existence of any claim, demand, action, set-off counterclaim or cause of action by Service Company against Owner or any other person shall not constitute a defense to the enforcement by Owner of its rights under this Lease.

25. SUBORDINATION.

Service Company agrees that this Lease is, and all of Service Company's rights thereunder, are and shall always be, subject and subordinate to any mortgages, deeds to secure debt, security instruments, deeds of trust or ground leases (a "**Mortgage**") that now exist or may hereafter be placed upon the Property or any part thereof and to all advances made or to be made thereunder and to the interest thereon and all renewals, replacements, modifications, consolidations, or extensions thereof. Service Company shall, upon written request from Owner, from time to time, execute and deliver to Owner and the holder of a Mortgage or any purchaser at a foreclosure or that holds title to the Property as a result of a deed in lieu of foreclosure all instruments and/or documents that may be reasonably requested to acknowledge such subordination, including documents or instruments in recordable form.

26. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof by Owner shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times.

27. EMINENT DOMAIN.

If during the term of this Lease, all or substantially all of the Sites shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate and all right, title and interest of Service Company hereunder shall cease on the date of vesting of title pursuant to such eminent domain proceeding, and all rents and other sums payable by Service Company hereunder, shall be prorated to the date of such vesting. The net award from such taking shall mean all amounts payable as a result of any condemnation or other eminent domain proceeding affecting the Property, less all attorney fees and other reasonable expenses for such proceeding incurred by Owner plus all amounts payable pursuant to any agreement with any condemning authority (which agreement shall be deemed to be a taking) made in settlement of, or under threat of any condemnation or other eminent domain proceeding affecting the Property, less all attorney fees and reasonable expenses incurred as a result thereof. Service Company shall be entitled to a portion of the net award equal to the then net book value of Service Company's interest in the improvements.

If during the Term there is a taking by exercise of the power of eminent domain of less than all or substantially all of the Property, which taking includes a portion of the Service Company improvements, this Lease shall remain in full force and effect without abatement or reduction of rents, or other charges required to be paid by Service Company except as herein provided. In such event, Service Company shall proceed diligently to rebuild, replace and repair the improvements as near as legally and structurally practicable to their former condition, subject to approval of the location and nature of the improvements by Owner. Provided that no event of default exists, Service Company shall be entitled to use the portion of the net award applicable to the improvements, if any, to make such repairs, subject to reasonable conditions imposed by Owner, including, but not limited to the deposit of such portion of the net award within an escrow account and conditioning disbursements from such account in a manner similar to draw requests under an institutional construction loan. All such rebuilding, replacing and repairing shall be carried out in accordance with the provisions of this Lease. If the portion of the net award received by Service Company is insufficient to cover the cost of repair, then the deficiency shall be paid by Service Company. If the taking includes one or more tenanted areas, then the Annual Rent shall be reduced in the same proportion that the Annual Rent for the affected tenanted areas bears to the total annual payment for all tenanted areas.

28. SURRENDER OF POSSESSION.

Service Company hereby covenants and agrees that at the expiration of the term of this Lease, by its own terms or any earlier termination upon a default, in the sole discretion of Owner: (i) sole ownership of the Sites, Facilities and all related improvements, and the right to their possession and use shall automatically pass to Owner without payment or consideration of any

kind; or (ii) Service Company shall be required, at its expense, to remove all improvements, fixtures and equipment from all Sites, and all Facilities from the Property, and restore the Property to a condition substantially the same as existed prior to this Lease (excluding restoration of forest and plant growth). Service Company shall not join in, consent to, or permit any liens, encumbrances or other matters of any kind which affect title to such improvements, if allowed under this Lease, to extend beyond the term of the Lease, and Service Company shall, upon expiration or sooner termination of this Lease, return the Property to Owner, free and clear of all encumbrances. In the event Owner elects to take possession and use of the improvements on the Property, although these provisions are intended to be self-executing, Service Company hereby agrees to execute any further documents requested by Owner to confirm Owner's sole ownership of and marketable title to such improvements and Service Company's grant and conveyance thereof to Owner hereby made.

If Service Company does not vacate the Property when required by the terms of this Lease, Service Company shall be a tenant at sufferance and, in addition to all other damages and remedies to which Owner may be entitled for such holding over: (a) Service Company shall pay, an amount equal to two hundred percent (200%) of the Annual Rent for the year immediately preceding the beginning of the holdover tenancy, and (b) Service Company shall otherwise continue to be subject to all of Service Company's obligations under this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Owner provided herein or at law.

The parties acknowledge and agree that leasing Property for the purposes herein, and the payment of Annual Rent as compensation, is a very specialized lease arrangement. The part further acknowledge and agree Owner will have very limited ability to mitigate damages in the event of default by Service Company. Therefore, the parties agree that Owner shall have no duty to mitigate damages due to an event of default through a subsequent lease of the Property, and that the improvements shall instead be subject to the right of possession and use by Owner as set forth herein.

29. MEMORANDUM OF LEASE

Upon execution of this Lease, at the request of either Party, the Parties shall execute and deliver a short form memorandum of, or other instrument evidencing, this Lease in form and substance reasonably acceptable to the Parties. Thereafter, either Party, at its sole cost and expense, shall be entitled to record such memorandum or instrument in the Official Records Book of Lee County, Florida.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

Owner:

CPI Citrus Park Owner, L.L.C., a Delaware limited liability company

Signed, Sealed and Delivered
In the Presence of:

Susan Carol Hayne
Witness

[Signature]
Witness

STATE OF Washington,
COUNTY OF District of Columbia

By: [Signature]
Name: **DAVID B. DANIEL**
Its: **VICE PRESIDENT**

The foregoing instrument was acknowledged before me this 21st day of October, 2019, by David B. Daniel who is the Vice President of CPI Citrus Park Owner, L.L.C. and personally known to me individually and in the capacity aforesaid.



[Signature]
Notary Public **STACY M. ROSENTHAL**
My Commission Expires **NOTARY PUBLIC DISTRICT OF COLUMBIA**
My Commission Expires November 30, 2021

[Signatures continued on following page]

Service Company:

CPI Citrus Park Utility TRS, L.L.C., a
Delaware limited liability company

Signed, Sealed and Delivered
In the Presence of:

Witness

[Signature]
Witness

BY:

By:

Name:

Its:

[Signature]
DAVID B. DANIEL
VICE PRESIDENT

STATE OF Washington,
COUNTY OF District of Columbia

The foregoing instrument was acknowledged before me this 22 day of October, 2019, by David B. Daniel who is the Vice President of CPI Citrus Park Utility TRS, L.L.C., personally known to me individually and in the capacity aforesaid.



[Signature]
Notary Public

My Commission Expires:

STACY M. ROSENTHAL
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2021

Exhibit “A”

Property

[SEE ATTACHED]



**WATER TREATMENT PLANT
LEASE AREA**

**WASTEWATER TREATMENT PLANT
LEASE AREA**

Exhibit “B”

Description of Sites

[SEE ATTACHED]



SCALE: 1" = 50'

NORTH LINE OF CITRUS PARK AND NORTH LINE
OF THE NORTHWEST QUARTER OF SECTION 19

13 | 18 — — — — *N 89°16'57" E 970.01'*

24 19 POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 19,
TOWNSHIP 47 SOUTH, RANGE 26 EAST,
FOUND 3"x3" CONCRETE MONUMENT WITH
1/8" IRON PIN NO CAP, TOP BROKEN

POINT OF BEGINNING

- WEST LINE OF CITRUS PARK AND WEST LINE
OF THE NORTHWEST QUARTER OF SECTION 19

WATER TREATMENT PLANT LEASE AREA

LEGAL DESCRIPTION

THE EAST 150 FEET OF THE WEST 1120 FEET OF THE NORTH 260 FEET OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID SECTION 19 RUN N89°16'57"E ALONG THE NORTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 970.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°16'57"E ALONG SAID NORTH LINE FOR A DISTANCE OF 150.00 FEET; THENCE LEAVING SAID NORTH LINE RUN S01°00'52"E ALONG A LINE 1120 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 260.00 FEET; THENCE RUN S89°16'57"W ALONG A LINE 260 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 150.00 FEET; THENCE RUN N01°00'52"W ALONG A LINE 970 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 39,000.52 SQUARE FEET OR 0.90 ACRES MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON AN BEARING OF N89°16'57"E ON
THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 47
SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

WATER TREATMENT PLANT LEASE AREA

39,000.52 SQ. FT.
±0.90 ACRES

CITRUS PARK
(O.R. BOOK 2791, PG. 3350 – 3353)

50' WIDE DRAINAGE EASEMENT
(O.R. BOOK 1749, PG. 1521)

~100' WIDE DRAINAGE EASEMENT
(O.R. BOOK 1434, PG. 1584)
(O.R. BOOK 2426, PG. 1185)

DAVID C. HOLMAN, PSM No. 6279

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

A. *TRIGO & ASSOCIATES, INC.*

2223 TRADE CENTER WAY

NAPLES, FLORIDA 34109

PHONE: (239) 594-8448

EMAIL: atsurveys@comcast.net

CLIENT: CITRUS PARK – TROST INTERNATIONAL, INC.

DRAWN: D.C.H. CHECKED: D.C.H. DATE: SEPT. 11, 2019
ACAD DWG.: 19-47-25 CITRUS PARK - LEASE AREAS

COMPOSITE EXHIBIT F



Florida Department of Environmental Protection

South District
Post Office Box 2549
Fort Myers, Florida 33902-2549
SouthDistrict@dep.state.fl.us

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

Sent via electronic mail

In the Matter of an
Application for Permit by:

Citrus Park Trost International, Inc.
Tamara Swan, President
25501 Trost Blvd
Bonita Springs, Florida 34135-6422

Lee County - DW
File Number FLA014477-007-DW2P
Citrus Park North WWTP

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA014477 to operate the Citrus Park North WWTP, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. If not already registered to use the Department's Ez Discharge Monitoring Report (EzDMR) system, the permittee should register now in order to begin using the EzDMR system when the monitoring requirements under this permit are effective.

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

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

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

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

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under

PERMITTEE: Citrus Park Trost International, Inc.
FACILITY: Citrus Park North WWTP

PERMIT NUMBER: FLA014477
PA FILE NUMBER: FLA014477-007-DW2P

Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

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

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

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

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

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

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

Executed in Ft. Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon Iglehart
Director of District Management

PERMITTEE: Citrus Park Trost International, Inc.
FACILITY: Citrus Park North WWTP

PERMIT NUMBER: FLA014477
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed or emailed before the close of business on February 8, 2016, to the listed persons.

FILING AND ACKNOWLEDGMENT

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

Irene S. Collins

2-8-2016

[Clerk]

[Date]

Enclosure

Copies furnished to:

Tamara Swan, President, Citrus Park Trost International, Inc., tswan@citrusparkrv.net

William Murchie, P.E., Murchkey Utility Engineering, LLC, murchkey@gmail.com

Bill Robertson, P.E., FDEP

Diane Loughlin, FDEP

Deanna Newburg, FDEP

Narrisa Pannell, FDEP



Florida Department of Environmental Protection

South District
Post Office Box 2549
Fort Myers, Florida 33902-2549
SouthDistrict@dep.state.fl.us

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

Citrus Park Trost International, Inc.

RESPONSIBLE OFFICIAL:

Tamara Swan
25501 Trost Blvd
Bonita Springs, Florida 34135-6422
(239) 947-1144

PERMIT NUMBER: FLA014477

FILE NUMBER: FLA014477-007-DW2P

EFFECTIVE DATE: July 14, 2016

EXPIRATION DATE: July 13, 2021

FACILITY:

Citrus Park North WWTP
25501 Trost Blvd
Bonita Springs, FL 34135-6422
Lee County
Latitude: 26° 22' 20.1" N Longitude: 81° 45' 15.8" 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 0.199 million gallons per day, three month average daily flow (MGD, TMADF) extended aeration domestic wastewater treatment plant consisting of a common bar screen, 88,000 gallon surge tank, splitter box, and two treatment trains as follows: Train one consists of one 96,000 gallon aeration basin, one 43,000 gallon digester, one 11,500 gallon clarifier and one 2,600 gallon chlorine contact chamber. Train two consists of two aeration tanks (total volume 100,000 gallons) one 11,500 gallon clarifier, one 24,000 gallon digester and one 2,600 gallon chlorine contact chamber.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.199 MGD three month average daily flow permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of five rapid infiltration basins located on site having a capacity of 0.199 MGD located approximately at latitude 26°22' 17" N, longitude 81°45' 17" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 17 of this permit.

PERMITTEE: Citrus Park Trost International, Inc.
 FACILITY: Citrus Park WWTP

PERMIT NUMBER: FLA014477
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I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.6.:

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max Max	0.199 Report	Quarterly Average Monthly Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-01	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Monthly Geometric Mean Annual Average Single Sample	Bi-weekly; every 2 weeks	Grab	EFA-01	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-01	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-01	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	

PERMITTEE: Citrus Park Trost International, Inc.
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2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-01	V-notch weir in the flow chamber (metal box) next to the chlorine contact chamber.
EFA-01	After disinfection and before discharge to the ponds.

3. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. *[62-601.200(17) and .500(6)]*
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report to be used to calculate the annual average. *[62-600.440(4)(c)]*
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. *[62-610.510, 62-600.440(4)(b) and (5)(b)]*

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B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.6:

			Limitations		Monitoring Requirements			
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-01	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	INF-01	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	INF-01	See I.B.3

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FACILITY: Citrus Park WWTP

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

Monitoring Site Number	Description of Monitoring Site
CAL-01	Calculation for percent capacity.
INF-01	Influent force main.

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. [62-601.500(4)]
4. 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 62-601, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
- The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

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

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

5. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5)]
6. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. If not already registered to use the Department's Ez Discharge Monitoring Report (EzDMR) system, the permittee should register now in order to begin using the EzDMR system when the monitoring requirements under this permit are effective. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

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FACILITY: Citrus Park WWTP

PERMIT NUMBER: FLA014477
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REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31	April 28
	April 1 - June 30	July 28
	July 1 - September 30	October 28
	October 1 - December 31	January 28
Semiannual	January 1 - June 30	July 28
	July 1 - December 31	January 28
Annual	January 1 - December 31	January 28

The permittee shall submit the completed DMR to the Department by the twenty-eighth (28th) of the month following the month of operation. Please contact the Department at (239) 344-5600 if you are unable to submit the completed DMR electronically using the EzDMR system.

The Department electronic EzDMR system at the time of permit issuance is available through the DEP Business Portal at: <http://www.fldepportal.com/go/submit-report/>

[62-620.610(18)][62-601.300(1), (2), and (3)]

7. During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, color, odor, and corrosivity). These monitoring results shall be reported to the Department annually on the DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted in lieu of the report. The annual reclaimed water or effluent analysis report or the certification shall be completed and submitted in a timely manner so as to be received by the Department at the address identified on the DMR by June 28 of each year. Approved analytical methods identified in Rule 62-620.100(3)(j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. [62-601.300(4)][62-601.500(3)][62-610.300(4)]
8. The permittee shall submit an Annual Reuse Report using DEP Form 62-610.300(4)(a)2. on or before January 1 of each year. [62-610.870(3)]
9. Except as otherwise specified in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to the Department in a digital format when practicable. The Department's electronic mailing address is:

SouthDistrict@dep.state.fl.us

Please contact the Department at (239) 344-5600 if you are unable to submit electronically.

[62-620.305]

10. 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 Karle Enviro-Organic Recycling Inc. or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. [62-620.320(6), 62-640.880(1)]

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2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]
3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.6.:

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-001
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-001

[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-001	Calculated per truck load.

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

B. Disposal

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

C. Transfer

9. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
10. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility

1. Date and time shipped
2. Amount of biosolids shipped
3. Degree of treatment (if applicable)
4. Name and ID Number of treatment facility

Biosolids Treatment Facility or Treatment Facility

1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler

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Source Facility

5. Signature of responsible party at source facility
6. Signature of hauler and name of hauling firm

Biosolids Treatment Facility or Treatment Facility

5. Signature of responsible party at treatment facility

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

[62-640.880(4)]

D. Receipt

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

III. GROUND WATER REQUIREMENTS

1. The permittee shall give at least 72-hours notice to the Department's South District Office, prior to the installation of any monitoring wells. *[62-520.600(6)(h)]*
2. Before construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location to properly determine monitoring well specifications such as well depth, screen interval, screen slot, and filter pack. *[62-520.600(6)(g)]*
3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's South District Office well completion reports and soil boring/lithologic logs on the attached DEP Form(s) 62-520.900(3), Monitoring Well Completion Report. *[62-520.600(6)(j) and .900(3)]*
4. All piezometers and monitoring wells not part of the approved ground water monitoring plan shall be plugged and abandoned in accordance with Rule 62-532.500(5), F.A.C., unless future use is intended. *[62-532.500(5)]*
5. For the Part IV land application system(s), all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for Land Application Site R-001 shall extend horizontally 100 feet from the application site and vertically to the base of the surficial aquifer. *[62-520.200(27)] [62-520.465]*
6. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. *[62-520.400 and 62-520.420(4)]*
7. If the concentration for any constituent listed in Permit Condition III.10. in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative background quality shall be the prevailing standard. *[62-520.420(2)]*
8. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.9., below in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. *[62-520.600] [62-610.510]*
9. The following monitoring wells shall be sampled for Reuse System R-001 located at Land Application Site RIB-001.

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Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	New or Existing
149933	MWB-01	26°22' 23"	81°45' 11"	17	Surficial	Existing
149839	MWI-01	26°22' 26"	81°45' 17"	17	Surficial	Existing
149842	MWC-01	26°22' 20"	81°45' 17"	17	Surficial	Existing

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

[62-520.600] [62-610.510]

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

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

[62-520.600(11)(b)] [62-601.300(3), 62-601.700, and Figure 3 of 62-601] [62-601.300(6)] [62-520.310(5)]

11. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. [62-520.600(11)(c)] [62-610.510(3)(b)]
12. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. [62-160.210] [62-601.700(5)]
13. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's South District Office as being more representative of ground water conditions. [62-520.310(5)]
14. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.B.6. [62-520.600(11)(b)] [62-601.300(3), 62-601.700, and Figure 3 of 62-601] [62-620.610(18)]
15. If any monitoring well becomes inoperable or damaged to the extent that sampling or well integrity may be affected, the permittee shall notify the Department's South District Office within two business days from discovery, and a detailed written report shall follow within ten days after notification to the Department. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence or request approval for replacement of the monitoring well. All monitoring well design and replacement shall be approved by the Department's South District Office before installation. [62-520.600(6)(l)]

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

E. 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]

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2. The maximum annual average loading rate to the five rapid infiltration basins located on site shall be limited to 3 inches per day (as applied to the entire bottom area). *[62-610.523(3)]*
3. The five rapid infiltration basins located on site normally shall be loaded for 1 - 7 days and shall be rested for 5 - 14 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 a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

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

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

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

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

C. Recordkeeping Requirements

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

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- d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
- e. A copy of the current permit;
- f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
- g. A copy of any required record drawings;
- h. Copies of the licenses of the current certified operators;
- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
- j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

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

VI. SCHEDULES

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

Improvement Action	Completion Date
1. Correct Nitrogen exceedance issue.	9/1/2016
2. Clean out and scarify all percolation ponds.	7/14/2016
3. Replace the two sticking surge tank blower check valves.	7/14/2016
4. Repair/replace control panels and circuit breaker panels as required to eliminate corrosion issues.	7/14/2016
5. Clean aeration tank diffusers.	9/1/2016
6. Develop plan to repair/replace concrete walkway to surge tank.	7/14/2016
7. Repair/replace concrete walkway to surge tank.	10/1/2016

[62-620.320(6)]

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

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

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

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

VIII. OTHER SPECIFIC CONDITIONS

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1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*
2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
 - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.*[62-604.130(5)]*
5. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
8. The permittee shall provide verbal notice to the Department's South 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 South District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
9. The permittee shall provide notice to the Department of the following:

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- a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
- b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

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

[62-620.625(2)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*

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9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*

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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, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.

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

[62-620.610(18)]

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

20. The permittee shall report to the Department's South District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

- a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and

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- (4) Any unauthorized discharge to surface or ground waters.
- b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;
 - (g) Source and cause of the discharge;
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and
 - (j) Other persons or agencies contacted.
 - (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's South District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's South District Office shall waive the written report.

[62-620.610(20)]

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

22. Bypass Provisions.

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

PERMITTEE: Citrus Park Trost International, Inc.
FACILITY: Citrus Park WWTP

PERMIT NUMBER: FLA014477
PA FILE NUMBER: FLA014477-007-DW2P

- 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 Ft. Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon Iglehart
Director of District Management

PERMIT ISSUANCE DATE: February 8, 2016

JMI/MM/GM/WDR/isc

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

PERMIT NUMBER: FLA014477-007

FACILITY NAME: Citrus Park North WWTP

FACILITY LOCATION: 25501 Trost Blvd, Bonita Springs, FL 34135-6422
Lee County

NAME OF PERMITTEE: Citrus Park Trost International, Inc.

PERMIT WRITER: Bill Robertson, P.E.

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA014477-007-DW2P

Application Submittal Date: January 14, 2016

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.199 mgd Three Month Average Daily Flow
Proposed Increase in Permitted Capacity:	0.000 mgd Three Month Average Daily Flow
Proposed Total Permitted Capacity:	0.199 mgd Three Month Average Daily Flow

d. Description of Wastewater Treatment

An existing 0.199 million gallons per day, three month average daily flow (MGD, TMADF) extended aeration domestic wastewater treatment plant consisting of a common bar screen, 88,000 gallon surge tank, splitter box, and two treatment trains as follows: Train one consists of one 96,000 gallon aeration basin, one 43,000 gallon digester, one 11,500 gallon clarifier and one 2,600 gallon chlorine contact chamber. Train two consists of two aeration tanks (total volume 100,000 gallons) one 11,500 gallon clarifier, one 24,000 gallon digester and one 2,600 gallon chlorine contact chamber.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

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

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.199	Quarterly Average	62-600.400(3)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.740(1)(b)1.a. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.740(1)(b)1.a. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-600.440(4)(c)2. FAC
		Max	200	Annual Average	62-610.510 & 62-600.440(4)(c)1. FAC
		Max	800	Single Sample	62-600.440(4)(c)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(4)(b) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	62-610.510(1) FAC

Other Limitations and Monitoring Requirements:

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	62-601.300(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-601 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-601, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA014477-006-DW2P expires on July 13, 2016

5. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to Karle Enviro-Organic Recycling Inc. 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 (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency	All Parameters				62-640.650(5)(a) FAC

6. GROUND WATER MONITORING REQUIREMENTS

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

7. PERMIT SCHEDULES

The permit contains an improvement schedule.

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

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

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

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

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record is available for public inspection electronically at <http://webapps.dep.state.fl.us/DepNexus/public/electronic-documents/FLA014477/facility!search>, or during normal business hours at the location specified in item 12. Copies will be provided at a minimal charge per page.

12. DEP CONTACT

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

Bill Robertson, P.E.
Engineering Specialist II
South District Office

2295 Victoria Ave
Suite 364
Ft. Myers, FL 33901-3875

bill.d.robertson@dep.state.fl.us
Telephone No.: (239) 344-5657

Self-Monitoring

Newest Enhanced Version – Ez Discharge Monitoring Report (EzDMR)

The new EzDMR system is now operational. The eDMR system previously used for electronic DMR submission is no longer in service. This enhanced electronic reporting system should be accessed through the DEP Business Portal, which can be found at <http://www.fldepportal.com/go/>.



Establish an Account Now

Account Steps:

Step 1: Click <http://www.fldepportal.com/go/> or copy and paste the URL into your web browser.

Step 2: Already have an account? If no, then skip to Step 4. If yes, then click on Sign In.

Step 3: Enter your id/password and click the "Sign In" button. (Now skip to Step 8)

Step 4: If you are a new user to the DEP Business Portal, you will need to register first. Please click on Register.

Step 5: Follow the instructions and complete the required information.

Step 6: Click the "Register" button. You will be sent an email in order to verify your email address.

Step 7: Complete the verification process by following the instructions in the email.

As in the current eDMR system, Certifiers will need to electronically sign documents submitted to DEP using their PIN. To obtain a new PIN, please follow the instructions below.

Certifier Steps:

Step 8: Starting from the DEP Business Portal Homepage, Click the "Submit" button.

Step 9: Click the "PIN Application" button.

Step 10: Click the "Apply for a Pin" button.

Step 11: Complete the required information and click the "Generate a PIN Application" button.

Step 12: Complete the Electronic Subscriber Agreement form, which will be sent to you in an email as an attachment. The email will be from no-reply@dep.state.fl.us.

Step 13: Have the form notarized and then mail the original form to:

Florida Department of Environmental Protection
Attn: ESA Processing
2600 Blair Stone Road MS 6520
Tallahassee, FL 32399-2400

Your PIN will be emailed to you as soon as your request has been processed.

Why Register

It will be easy to complete your online reports for many reasons:

- Data entry screens will look very similar to your current permit DMR,
 - Data entry helpers will be available such as mass-populating NODI codes and excursions to help populate data,
 - DMRs that require resubmission will auto-populate values,
 - Groundwater (Part D) reports will remember previously entered data elements such as Detection Limits, Analysis Method, Sampling Equipment Use, and Samples Filtered, and
 - Search filters can be used to easily locate specific DMRs.
- Users will be able to quickly upload (CSV, XML) and download (PDF, CSV, XML) throughout the DMR data entry lifecycle.

The account access process has been streamlined by empowering the legally authorized facility representatives to grant permissions to their employees through the DEP Business Portal.

Registered users will receive automated email reminders when their various DMRs are due.

Users will automatically receive a PDF copy of their DMRs after submission.

Daily (Part B) DMRs will now be uploaded as an attachment.

If you have any questions, please feel free to contact us at

<mailto:EzDMRAdmin@dep.state.fl.us>.

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: Citrus Park Trost International, Inc.
MAILING ADDRESS: 25501 Trost Blvd
Bonita Springs, Florida 34135-6422

PERMIT NUMBER: FLA014477-007-DW2P

FACILITY: Citrus Park North WWTP
LOCATION: 25501 Trost Blvd
Bonita Springs, FL 34135-6422

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: R-001
MONITORING GROUP DESCRIPTION: RLA consisting of 5 percolation ponds, with Influent

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

COUNTY: Lee
OFFICE: South District

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

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-01	Permit Requirement	0.199 (Qt. Avg.)	Report (Mo. Avg.)	MGD						5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFA-01	Permit Requirement				20.0 (An. Avg.)			mg/L		Bi-weekly; every 2 weeks	8-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 A Mon. Site No. EFA-01	Permit Requirement				60.0 (Max.)	45.0 (Max. Wk. Avg.)	30.0 (Mo. Avg.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 Y Mon. Site No. EFA-01	Permit Requirement				20.0 (An. Avg.)			mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 A Mon. Site No. EFA-01	Permit Requirement				60.0 (Max.)	45.0 (Max. Wk. Avg.)	30.0 (Mo. Avg.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Coliform, Fecal	Sample Measurement										
PARM Code 74055 Y Mon. Site No. EFA-01	Permit Requirement				200 (An. Avg.)			#/100mL		Bi-weekly; every 2 weeks	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: Citrus Park North WWTP

MONITORING GROUP
NUMBER:
MONITORING PERIOD

R-001

PERMIT NUMBER: FLA014477-007-DW2P

From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement									
PARM Code 74055 A Mon. Site No. EFA-01	Permit Requirement				200 (Mo. Geo. Mn.)	800 (Max.)	#/100mL		Bi-weekly; every 2 weeks	Grab
pH	Sample Measurement									
PARM Code 00400 A Mon. Site No. EFA-01	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement									
PARM Code 50060 A Mon. Site No. EFA-01	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Nitrate, Total (as N)	Sample Measurement									
PARM Code 00620 A Mon. Site No. EFA-01	Permit Requirement					12.0 (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement									
PARM Code 00180 P Mon. Site No. CAL-01	Permit Requirement					Report (Mo. Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement									
PARM Code 80082 G Mon. Site No. INF-01	Permit Requirement					Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement									
PARM Code 00530 G Mon. Site No. INF-01	Permit Requirement					Report (Max.)	mg/L		Bi-weekly; every 2 weeks	8-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: Citrus Park Trost International, Inc
MAILING ADDRESS: 25501 Trost Blvd
Bonita Springs, Florida 34135-6422

PERMIT NUMBER: FLA014477-007-DW2P

FACILITY: Citrus Park North WWTP
LOCATION: 25501 Trost Blvd
Bonita Springs, FL 34135-6422

LIMIT:
CLASS SIZE:
MONITORING GROUP NUMBER:
MONITORING GROUP DESCRIPTION: Biosolids Quantity

Final:
N/A
RMP-Q
REPORT FREQUENCY: Monthly
PROGRAM: Domestic

COUNTY: Lee
OFFICE: South District

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

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-001	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-001	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated

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

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

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

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME: Citrus Park Trost International, Inc
MAILING ADDRESS: 25501 Trost Blvd
Bonita Springs, Florida 34135-6422

PERMIT NUMBER: FLA014477-007-DW2P

FACILITY: Citrus Park North WWTP
LOCATION: 25501 Trost Blvd
Bonita Springs, FL 34135-6422

LIMIT:
CLASS SIZE:
MONITORING GROUP NUMBER:
MONITORING GROUP DESCRIPTION:
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING NOT REQUIRED: ☐
MONITORING PERIOD From: _____ To: _____

Final
N/A
RWS-A
Annual Reclaimed Water or Effluent Analysis
REPORT FREQUENCY: Annually
PROGRAM: Domestic

COUNTY: Lee
OFFICE: South District

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

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

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

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

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

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Citrus Park North WWTP

MONITORING GROUP
NUMBER:

RWS-A

PERMIT NUMBER: FLA014477-007-DW2P

MONITORING PERIOD From: _____ To: _____

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

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Citrus Park North WWTP

MONITORING GROUP
NUMBER:

RWS-A

PERMIT NUMBER: FLA014477-007-DW2P

MONITORING PERIOD From: _____ To: _____

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

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Citrus Park North WWTP

MONITORING GROUP RWS-A

PERMIT NUMBER: FLA014477-007-DW2P

MONITORING PERIOD From: _____ To: _____

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

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Citrus Park North WWTP

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FLA014477-007-DW2P

From: _____ To: _____

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

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Citrus Park North WWTP

MONITORING GROUP

RWS-A

PERMIT NUMBER: FLA014477-007-DW2P

NUMBER:

MONITORING PERIOD

From:

To:

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

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Citrus Park North WWTP

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FLA014477-007-DW2P

From: _____ To: _____

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

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Citrus Park North WWTP

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FLA014477-007-DW2P

From: _____ To: _____

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

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Citrus Park North WWTP

MONITORING GROUP RWS-A

PERMIT NUMBER: FLA014477-007-DW2P

NUMBER:

MONITORING PERIOD

From:

To:

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

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FLA014477-007-DW2P
From: _____

To: _____

Facility: Citrus Park North WWTP

	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Nitrogen, Nitrate, Total (as N) mg/L	Solids, Total Suspended mg/L	pH s.u.	Flow MGD	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L		
Code	80082	50060	74055	00620	00530	00400	50050	80082	00530		
Mon. Site	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	FLW-01	INF-01	INF-01		
1											
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26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Evening Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: _____	Certificate No: _____	Name: _____

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Citrus Park North WWTP
 Permit Number: FLA014477-007-DW2P
 County: Lee
 Office: South District

Monitoring Well ID: MWB-149828
 Well Type: Background
 Description: MWB-01
 Re-submitted DMR: ☐

Report Frequency: Quarterly
 Program: Domestic

Monitoring Period

From: _____ To: _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ☐ Yes ☐ No

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

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

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

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Citrus Park North WWTP
 Permit Number: FLA014477-007-DW2P
 County: Lee
 Office: South District

Monitoring Well ID: MWC-149934
 Well Type: Compliance
 Description: MWC-01
 Re-submitted DMR: ☐

Report Frequency: Quarterly
 Program: Domestic

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

Was the well purged before sampling? ☐ Yes ☐ No

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

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

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

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Citrus Park North WWTP
 Permit Number: FLA014477-007-DW2P
 County: Lee
 Office: South District

Monitoring Well ID: MWI-149947
 Well Type: Intermediate
 Description: MWI-01
 Re-submitted DMR: ☐

Report Frequency: Quarterly
 Program: Domestic

Monitoring Period

From: _____ To: _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ☐ Yes ☐ No

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

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

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

COMMENTS AND EXPLANATION (Reference all attachments here):

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

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

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

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

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

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

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

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

PART A -DISCHARGE MONITORING REPORT (DMR)

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

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

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

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

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

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

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

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

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

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

PART B - 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.

COMPOSITE EXHIBIT G



FLORIDA DEPARTMENT OF Environmental Protection

South District
Post Office Box 2549
Fort Myers, Florida 33902-2549
SouthDistrict@FloridaDEP.gov

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

October 10, 2018

Tamara Swan
25501 Trost Blvd
Bonita Spring, FL 34135
tswan@citrusparkrv.net

Re: Compliance Assistance Offer
Citrus Park North
FLA014477
Lee County – DW

Dear Mrs. Swan,

A Compliance Evaluation Inspection was conducted at your facility on July 16, 2018 and a File Review on October 8, 2018. During this inspection and file review, potential non-compliance was noted. The purpose of this letter is to offer compliance assistance as a means of resolving these matter(s).

Specifically, potential non-compliance with the requirements of Chapter 403, Florida Statutes, and Chapters 62-555, 62-600, 62-601, and 62-620, Florida Administrative Code, were observed. Please see the attached inspection report for a full account of Department observations and recommendations.

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

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

Citrus Park North WWTP; Facility ID No.: FLA014477
Compliance Assistance Offer
Page 2 of 2
October 10, 2018

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

Please address your response and any questions to Alfredo Velazquez of the South District Office at (239) 344-5713 or via e-mail at Alfredo.Velazquez@Floridadep.gov. We look forward to your cooperation with this matter.

Sincerely,



Jennifer Carpenter
Assistant Director of District Management
South District
Florida Department of Environmental Protection

Enclosures: Inspection report

ec: Mitch Gilbert mitchgilber@floridautilitysolutions.com

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT

Facility Name and Physical Address Citrus Park North WWTP 25501 Trost Blvd Bonita Springs, FL 34135		WAFR ID FLA014477	County Lee	Entry Date 07/16/2018	Entry Time 08:46 AM
		Facility Phone # (239) 947-1144		Exit Date 07/16/2018	Exit Time 09:51 AM
LAT	26	22	21		
LONG	81	45	15.8		
Name(s) of Field Representatives(s) and Title Mitch Gilbert		Operator Certification # 15245	Email mitchgilber@floridautilitysolutions.com	Phone (239) 825-7818	
Name & Address of Permittee / Designated Rep. Tamara Swan 25501 Trost Blvd Bonita Springs, FL 34135		Title Permittee	Email tswan@citrusparkrv.net	Phone (239) 947-1144	
Inspection Type	C	E	I	Samples Taken(Y/N): N Pictures Taken(Y/N): Y	Sample ID#: Samples Split (Y/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	NA	3. Laboratory	NC	6. Facility Site Review	NC	9. ♦ Effluent Quality
NC	2. ♦ Compliance Schedules	IC	4. Sampling	NC	7. Flow Measurement	IC	10. ♦ Effluent Disposal
		NC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	IC	11. Biosolids
						NC	12. Groundwater
NE	14. Other					NE	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: Please refer to the Compliance Assistance Offer Letter.			
Name(s) and Signature(s) of Inspector(s) Alfredo Velazquez 		District Office/Phone Number SD/ (239) 344-5713	Date 07/23/2018
Name and Signature of Reviewer Deanna Newburg 		District Office/Phone Number SD/(236)344-5677	Date 10/082018

Single Event Violations				
Check for Yes	Evaluation Area	Description	Finding Description	Finding ID
<input type="checkbox"/>	Effluent Disposal	General	Operation of unpermitted disposal system at a permitted facility.	EDUN
<input type="checkbox"/>	Laboratory	General	The laboratory is not certified by the Department of Health.	LNCE
<input type="checkbox"/>	Permit	General	Unauthorized discharge from the collection system with a high potential for water quality or health impacts	UNBP
<input type="checkbox"/>	Permit	General	The facility is operating without a wastewater permit.	UPHI
<input type="checkbox"/>	Records and Reports	General	Falsification of any record or report	FARR
<input type="checkbox"/>	Records and Reports	General	The Permittee failed to report noncompliance to the Department within 24 hours as required by 62-620.610(20), F.A.C.	RSWP

Facility Treatment Summary:

WASTEWATER TREATMENT:

An existing 0.199 million gallons per day, three-month average daily flow (MGD, TMADF) extended aeration domestic wastewater treatment plant consisting of a common bar screen, 88,000-gallon surge tank, splitter box, and two treatment trains as follows: Train one consists of one 96,000-gallon aeration basin, one 43,000-gallon digester, one 11,500-gallon clarifier and one 2,600-gallon chlorine contact chamber. Train two consists of two aeration tanks (total volume 100,000 gallons) one 11,500-gallon clarifier, one 24,000-gallon digester and one 2,600-gallon chlorine contact chamber.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.199 MGD three-month average daily flow permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of five rapid infiltration basins located on site having a capacity of 0.199 MGD located approximately at latitude 26°22' 17" N, longitude 81°45' 17" W.

1. Permit: In-Compliance

Current Permit available on-site?	Yes
Date Permit issued	02/08/2016 (Effective on 07/14/2016)
Date Permit Expires	07/13/2021
Permit Renewal Application due by	01/15/2021
Administrative or Judicial Orders?	N/A

1.1 Observation: *General* – A copy of the permit was onsite and available to plant personnel.

2. Compliance Schedules: Out-of-Compliance

Compliance Schedule in Permit met?	See Observation
Compliance Schedules in Order are being met?	See Observation

2.1 Deficiency: *General* – The facility failed to meet the schedule in the permit/order.

Additional Comments: Most of the permit schedule items have been completed and were verified during the inspection. However, the facility is still having issues with Nitrogen (total) exceedances and have not replaced/repared the concrete walkway to surge tank. See table below:

Permit/Rule or Other Reference:

F.A.C.62-620.620(6) states that the permit shall, when appropriate, specify a schedule of compliance leading to compliance with Chapter 403, F.S., and Department rules. Section VI. 1. of the permit issued February 8, 2016 established a list of improvement actions which must be completed in accordance with the provided schedule:

Improvement Action	Completion Date
1. Correct Nitrogen exceedance issue.	9/1/2016

2. Clean out and scarify all percolation ponds.	7/14/2016
3. Replace the two-sticking surge tank blower check valves.	7/14/2016
4. Repair/replace control panels and circuit breaker panels as required to eliminate corrosion issues.	7/14/2016
5. Clean aeration tank diffusers.	9/1/2016
6. Develop plan to repair/replace concrete walkway to surge tank.	7/14/2016
7. Repair/replace concrete walkway to surge tank.	10/1/2016

Corrective Action: Please submit documentation within 30 days demonstrating all of these permit schedule items have been completed.

3. Laboratory: Not Applicable

Contract Lab Name and Certification #	Not Applicable
Facility DOH Certification #	Not Applicable

3.1 **Observation:** *General* – Not Applicable.

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

4.1 **Observation:** *General* – Safe and dry access to influent and effluent sampling points are provided.

4.2 **Observation:** *General* – Calibrations were performed correctly.

4.3 **Observation:** *General* – Sample collection is being performed in accordance with DEP-SOP-001/01.

5. Records and Reports: Out-of-Compliance

Documents/Records reviewed	Timeframe
Discharge Monitoring Reports (DMRs)	From 01/01/2016-07/31/2018

5.1 **Deficiency:** *General* – A copy of the current laboratory certification was not available at the time of the inspection (62-620.350(1) F.A.C.).

Permit/Rule or Other Reference: F.A.C. Rule 62-620.350 Recordkeeping states that unless the permit specifically indicates an alternative location, the permittee shall maintain the following records on the site of the permitted facility or activity and make them available for inspection: (1) 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.

Corrective Action: Please provide documentation to the Department indicating that a copy of the current laboratory certification is maintained on site for review.

- 5.2 Observation: General – Operators' certification(s) were current and available on-site.
5.3 Observation: General – The certified operator's daily logbook was complete.
5.4 Deficiency: General – A review of the Discharge Monitoring Reports revealed the following.

Additional Comments: Please refer to the table below:

Missing Data or Incorrect Calculations

Monitoring Period	Missing Parameter / Calculations
01/01/2016-07/31/2017	Weekly TSS and BOD5 Avgs (R-001) not provided. Flow (R-001) Monthly and Quarterly Avg not provided.
09/2016, 11/2016, 01/2017 (Landfilled), 02/2017, 03/2017 (Landfilled), 04/2017 (landfilled)	Biosolids not provided.
09/01/2016-12/31/2016	Submitted on old DMR format
04/01/2016-06/30/2016	Missing the Groundwater DMRs for MWB-21298, MWC-21295, MWC-21296, MWC-21297
04/01/2017-06/30/2017	Missing the Groundwater DMR for MWB-149933

Permit/Rule or Other Reference: F.A.C. Rule 62-601.300(1)(a) states that monitoring results shall be reported to the Department in the Discharge Monitoring Report – Part A and the Daily Sample Results – Part B of DEP Form 62-620.910(10) in accordance with subsection 62-620.610(18), F.A.C. In addition, F.A.C. Rule 62-601.300(1)(b) states that Parts A and B of DEP Form 62-620.910(10) shall be completed and submitted on a monthly basis and in a timely manner so as to be received by the appropriate District Office of the Department by the twenty-eighth (28th) of the month following the month of operation.

Corrective Action: Please correct and re-submit all DMRs with missing and incorrect data to the Department within 30 days of receiving the inspection report.

Please Note: A more efficient and paperless alternative to reporting discharge and groundwater monitoring data is available at <https://floridadep.gov/water/water-compliance-assurance/content/ezdmr>.

6. Facility Site Review: Out-of-Compliance

- 6.1 Observation: General – The facility grounds were secured properly.
6.2 Observation: General – The facility grounds were clean and well maintained.
6.3 Observation: General – Foul odors did not permeate beyond the boundaries of the plant site at the time of the inspection.
6.4 Deficiency: General – A record of testing was not available for the onsite backflow prevention device.

Permit/Rule or Other Reference: The American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (AWWA Manual M14), as incorporated into F.A.C. Rule 62-555.330(6), states that backflow prevention assemblies should be field-tested at least annually.

Corrective Action: Please provide documentation within 30 days to the Department indicating the backflow prevention device has been tested.

- 6.5 Deficiency: General – Please see specific comment.

Additional Comments: At the time of the inspection, the ladder to access the splitting box was unsafe. Therefore, the splitting box could not be evaluated.

Permit/Rule or Other Reference: F.A.C. Rule 62-600.410(4) states that all permittees shall be responsible for making all facilities safe in terms of public health and safety at all times, including periods of inactivation or abandonment.

Corrective Action: Please provide documentation within 30 days of receiving this inspection report to the Department showing evidence that this safety issue has been addressed.

- 6.6 Observation: Backflow Prevention – A reduced pressure zone backflow prevention device was in place on the potable water supply line.
- 6.7 Observation: Backflow Prevention – The reduced pressure zone backflow prevention device was free from leaks and necessary repair.
- 6.8 Observation: Lift Stations – Warning signs with an emergency telephone number were posted at the lift station.
- 6.9 Observation: Lift Stations – The cover on the lift station was locked.
- 6.10 Observation: Headworks – There were no excessive odors emanating from the headworks at the time of the inspection.
- 6.11 Observation: Headworks – The bar screen is cleaned on a routine basis.
- 6.12 Observation: Headworks – Screening and grit are being collected in suitable containers.
- 6.13 Observation: Headworks – Screening and grit are being disposed of at a Class I landfill.
- 6.14 Observation: Aeration Basins/Act. Sludge – The contents in the aeration chambers appeared to be adequately mixed.
- 6.15 Observation: Aeration Basins/Act. Sludge – The air line(s) to the aeration basin was free from leaks at the time of the inspection.
- 6.16 Observation: Blowers/Motors – The blower was operational at the time of the inspection.
- 6.17 Observation: Blowers/Motors – The secondary blower motor was operational.
- 6.18 Observation: Blowers/Motors – The blowers were equipped with belt guards.
- 6.19 Observation: Clarifiers – The clarifier weirs appear to be level.
Additional Comments: Please make sure clarifier weirs are cleaned more often to prevent algae built up.
- 6.20 Observation: Clarifiers – The skimmer appeared to be functioning properly.
- 6.21 Observation: Clarifiers – The clarifier had good settling and clear effluent.
- 6.22 Observation: Disinfection – The chlorine contact chamber was clean and the effluent leaving the plant was clear.
- 6.23 Observation: Digestors – The tank contents in the aerobic digester were well mixed.

- 6.24 Observation: *Digestors* – The digestors were free from excessive odors.
- 6.25 Observation: *Digestors* – The digester was free from excessive foaming.
- 6.26 Observation: *Ponds/Lagoons* – The treatment lagoon was properly secured to prevent unauthorized access.

7. Flow Measurement: Out-of-Compliance

Flow meter present and location as per permit?	Yes
Easy access to flow meter?	Yes
Date of last flow meter calibration	See Observation

- 7.1 Deficiency: *General* – Documentation of calibration for the flow meter (or elapsed time meter) was not available at the time of the inspection.

Permit/Rule or Other Reference: F.A.C. Rule 62-600.200(25)(a) states that flow meters and totalizers shall be calibrated at least once every 12 months.

Corrective Action: Please provide documentation within 30 days of receiving this inspection report to the Department indicating that the flow meter has been calibrated.

8. Operation and Maintenance: In-Compliance

Facility being operated as per permit?	Yes
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- 8.1 Observation: *General* – The facility was operated and maintained in accordance with the description in the Permit.
- 8.2 Observation: *General* – A certified operator as required by Rule 62-602 and the Permit, was operating the WWTF.

9. Effluent Quality: Out-of-Compliance

DMRs review period	From 01/01/2016-07/31/2018
Any exceedances?	Yes

- 9.1 Observation: *General* – The final effluent chlorine residual was within the acceptable range.

Additional Comments: TRC > 2.20 mg/L (as measured with FDEP meter # 2).

- 9.2 Deficiency: *General* – A review of the Discharge Monitoring Reports revealed the following effluent exceedance(s).

Additional Comments: Please refer to the table below:

Monitoring Period	Exceedance	Limit Amount
01/01/2016-01/31/2016	Nitrogen Nitrate = 32.0 mg/L	Max = 12.0 mg/L
01/01/2016-01/31/2016	pH = 8.8 s.u.	Max = 8.5 s.u.
02/01/2016-02/29/2016	Nitrogen Nitrate = 30.7 mg/L	Max = 12.0 mg/L
04/01/2016-04/30/2016	Nitrogen Nitrate = 17.2 mg/L	Max = 12.0 mg/L

	Fecal Coliform = 240 #/100mL	Max = 200 G Mean
05/01/2016-05/31/2016	Nitrogen Nitrate = 29.0 mg/L	Max = 12.0 mg/L
08/01/2016-08/31/2016	Nitrogen Nitrate = 13.5 mg/L	Max = 12.0 mg/L
05/01/2017-05/31/2017	Nitrogen Nitrate = 28.5 mg/L	Max = 12.0 mg/L
06/01/2017-06/30/2017	Nitrogen Nitrate = 16.2 mg/L	Max = 12.0 mg/L
07/01/2017-07/31/2017	Nitrogen Nitrate = 15.1 mg/L	Max = 12.0 mg/L
10/01/2017-10/31/2017	Nitrogen Nitrate = 17.6 mg/L	Max = 12.0 mg/L
12/01/2017-12/31/2017	Nitrogen Nitrate = 17.6 mg/L	Max = 12.0 mg/L
01/01/2018-01/31/2018	Nitrogen Nitrate = 19.3 mg/L	Max = 12.0 mg/L
06/01/2018-06/30/2018	Nitrogen Nitrate = 17.6 mg/L	Max = 12.0 mg/L
07/01/2018-07/31/2018	Nitrogen Nitrate = 13.1 mg/L	Max = 12.0 mg/L

Permit/Rule or Other Reference: F.A.C. Rule 62-610.510(1) states that, at a minimum, preapplication waste treatment shall result in a reclaimed water meeting secondary treatment and basic disinfection levels prior to spreading into the rapid infiltration basins or absorption field system. The nitrate concentration in the applied reclaimed water shall not exceed 12 mg/L (as nitrogen) unless reasonable assurance is provided in the engineering report that nitrate as measured in any hydraulically down-gradient monitoring well located at the edge of the zone of discharge established in accordance with Rule 62-522.600, F.A.C., will not exceed 10 mg/L or background levels in the receiving ground water, whichever is less stringent.

Corrective Action: Please take the necessary steps to resolve this ongoing non-compliance issue. This was item # 1 on the schedule permit provided in Section # 2 of this report. Provide the Department within **30** days of receiving this report providing evidence that these violations have been addressed.

10. Effluent Disposal: In-Compliance

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

- 10.1 **Observation:** *General* – The facility was discharging at the time of the inspection.
- 10.2 **Observation:** *General* – The effluent was free from visible sheen at the time of the inspection.
- 10.3 **Observation:** *General* – The effluent was free from excessive foam.
- 10.4 **Observation:** *General* – The percolation/evaporation ponds appeared to be well maintained.

11. Biosolids: In-Compliance

- 11.1 **Observation:** *General* – Residuals were being disposed of in accordance with the permit.

12. Groundwater Quality: Out-of-Compliance

DMRs review period	From 01/01/2016-06/30/2018
Any exceedances?	Yes
All monitoring wells accessible, secured & locked?	Yes

12.1 Observation: General – Ground water monitoring wells were secured and locked.

12.2 Deficiency: General – A review of the ground water monitoring reports revealed the following violation(s).

Additional Comments: Please refer to the table below:

Monitoring Period	Well Number	Exceedance	Background	Compliance Limit
04/01/2016-06/30/2016	MWC-21295	TDS =824 mg/L Total (N) = 10.6 mg/L	796 mg/L 0.021 mg/L	500 mg/L 10.0 mg/L
04/01/2016-06/30/2016	MWC-21296	TDS =1148 mg/L	796 mg/L	500 mg/L
09/01/2016-12/31/2016	MWC-149934	Ar = 38.7 ug/L TDS = 1084 mg/L	1.25ug/L 744 mg/L	10.0 ug/L 500 mg/L
01/01/2017-03/31/2017	MWC-21295	TDS = 940 mg/L Ar = 19.4 ug/L	744 mg/L 0.689 ug/L	500 mg/L 10.0 ug/L
	MWC-21296	TDS = 904 mg/L		500 mg/L
04/01/2017-06/30/2017	MWC-149934	Ar = 26.2 ug/L TDS = 880 mg/L	1.25ug/L 720 mg/L	10.0 ug/L 500 mg/L
	MWC-149947	TDS = 824 mg/L	720 mg/L	500 mg/L

Permit/Rule or Other Reference: F.A.C. Rule 62-520.600(1) states that unless otherwise exempted by Department rule, any installation discharging into ground water shall establish a monitoring program. Section III. Paragraph 6. of the permit establishes a TDS limit of 500 mg/L.

Permit/Rule or Other Reference: F.A.C. Rule 62-610.412(2)(a) A ground water monitoring program shall be established by the permittee and approved by the Department pursuant to Chapter 62-601 and Rule 62-552.600, F.A.C. (unless otherwise exempted). Please refer to the permit in Section III. Ground Water Requirements. Ground water parameter requirements are listed in paragraph 10.

Corrective Actions: Please evaluate the facility's groundwater monitoring plan to see if a revision of the groundwater requirements on Section III of the current operating permit is needed. Please David Rhodes at 239-344-5687 or David.Rhodes@Floridadep.gov for further actions.

13. SSO Survey: Not Evaluated

Does the facility have an Operation and Maintenance Manual for their collection system?	Not Evaluated
Does the facility track spills in their collection system?	Not Evaluated
How does the facility follow up on spills?	Not Evaluated
Does the facility have procedures for minimizing spills?	Not Evaluated
Are those procedures included in the Operation and Maintenance Manual or in a separate document?	Not Evaluated
How often is the manual updated?	Not Evaluated

13.1 Observation: *General* – Please see specific comment.

Additional Comments: Not Evaluated.

14. Other: Not Evaluated

14.1 Observation: *General* – Not Evaluated.

Citrus Park North WWTP (FLA014477)
Photos by Alfredo Velazquez on 7/16/2018

I certify that these photos represent the true
on-site conditions observed
and have not been altered in any way.

Alfredo Velazquez



1. Facility Entrance



2. Lift station



3. Bar screen



4. Surge Tank



5. Unsafe ladder at splitting box



6. Basins



Florida Utility Solutions

15275 Collier Blvd., Suite 201-268

Naples, FL 34119

April 5, 2019

Re: Compliance Assistance Offer
Citrus Park North
DW – Lee County
FLA014477

Dear Mr. Velazquez,

We apologize for the long delay in responding. After being made aware of the letter and searching for it we realized the email address it was sent to was incorrect and we did not receive a hard copy. Citrus Park is working in conjunction with Florida Utility Solutions to resolve the described issues and will be sending a separate response letter to address the concerns they have or will resolve as soon as possible. We have decided the best approach would be as follows:

1. 2.1.1 - We have installed new timers and are adjusting the air daily to achieve a better nitrate reading.
2. 2.1.6/2.1.7 – All manual equipment has been removed from the top of the surge tank and the walkway has been blocked off until the necessary repairs are made.
3. 5.1 – This was in the binder along with the permit, operators' licenses, etc. that stays at the office at Citrus Park.
4. 5.4 – Regarding the incorrect calculations or missing data these items have been corrected and resubmitted.
5. 6.4 – Backflow prevention has been tested, a current tag has been placed on it and the certificate is in the file at the Citrus Park office.
6. 6.5 – A new stairwell with an observation platform with a handrail has been built at the splitter box.
7. 7 – Flow meter has been calibrated and the certificate is in the file at the Citrus Park office.
8. 9.2 – Operator will make adjustments for correction in the future.
9. 12.2 – Florida Utility Solutions and Citrus Park are working in conjunction with RMA Geological Engineering to resolve the issue and we will reach out to David Rhodes as needed.

We appreciate your patience as we work through these items. Please let us know if there is anything further, we need to do at this time.

Sincerely,

Mitch Gilbert

Florida Utility Solutions
Office 239.513.0445



Florida Utility Solutions

15275 Collier Blvd., Suite 201-268

Naples, FL 34119

January 31, 2018

Re: Compliance Assistance Offer
Citrus Park North WWTP, FLA014477
DW – Lee County
Hurricane Irma Sanitary Sewer Overflows

Dear Ms. Fonseca,

During the time frame of Sept.9-27, we had approximately 14,600 gallons of untreated wastewater discharged. We recovered as much as possible and applied lime to affected areas. This discharge was at the wastewater treatment plant, due to power outages and sheet flow caused by Hurricane Irma. We installed portable generators at the wastewater plant and all 10 lift stations. We also installed 2 12" hydraulic pumps to assist in the removal of the sheet flow. Florida Utility Solutions made the appropriate phone calls to state warning point followed by abnormal events notification emailed to the FDEP. In addition, we were utilizing storm tracker and updating it as appropriate.

We realized for future storm events that preparation is the key to prevent this from occurring again. We also realized that storm tracker is a great asset and provided effective communication.

After our meeting and discussions with FDEP our plan is to implement the following: prior to the hurricane we will coordinate resources necessary for Citrus Park and have them on site and ready for use and bypass the surge tank and direct all flow to the plant. We will designate key personnel to Citrus Park for immediate response after the storm. We have lowered our emergency response time to 1 hour and programmed our telemetry to call out sooner and monitor lower tank levels. We have designated generators for each of the 10 lift stations. We have acquired and stored chlorine tabs for alternate chlorination method if needed. We have updated our protocol for a waterway spill to include sampling upstream, downstream, and at point of entry.

We have updated our Hurricane preparedness plan and our Internal sewer overflow response plan with the above-mentioned items. The updated plans are attached.

There is discussion of future modification to the surge tank with a gravity flow to the plant so pumpage would not be necessary in the event of a power outage.

We appreciate your assistance in guiding us through better preparedness for future storms. Please let us know if there is anything further we need to do at this time.

Sincerely,

Mitch Gilbert

Florida Utility Solutions

239.513.0445 Office



Florida Utility Solutions

15275 Collier Blvd., Suite 201-268

Naples, FL 34119

November 3, 2017

Re: Compliance Assistance Offer
Citrus Park North WWTP, FLA014477
DW – Lee County
Hurricane Irma Sanitary Sewer Overflows

Dear Toni,

During the time frame of Sept.9-27 we had approximately 14,600 gallons of untreated wastewater discharged. We recovered as much as possible and applied lime to affected areas. This discharge was due to power outages caused by Hurricane Irma. We immediately responded to the issue and once addressing the discharge returned the plant to normal operation running on generator power. This issue will be prevented in the future with portable generators and telemetry units installed to notify us immediately of a possible problem.

We feel this letter addresses the concerns and appropriate precautionary and preventative measures have been put in place to eliminate or reduce overflows going forward, so our feeling is that a meeting is unnecessary at this time. Please let us know if there is anything further we need to do at this time.

Sincerely,
Mitch Gilbert

Mitch Gilbert
Florida Utility Solutions
239.513.0445 Office



Florida Utility Solutions

15275 Collier Blvd., Suite 201-268

Naples, FL 34119

November 16, 2015

Re: Compliance Assistance Offer

Citrus Park North WWTP

FLA014477

Dear Mrs Carpenter,

Citrus Park RV is working in conjunction with Florida Utility Solutions to resolve the described issues. We have decided the best approach would be as follows:

1. Citrus Park has hired Bill Murchie with Murchkey engineering to handle the permit renewal. He will submit an application no later than January 13, 2016.
2. Florida Utility Solutions is working with Murchkey engineering to locate the report assessing the pond effectiveness.
3. The backflow was tested and certified on 10-15-15.
4. New diffusers and more accurate timers were installed to help the performance of the plant to lower the nitrate levels.
5. The ponds will be mowed after rainy season has ended and equipment is able to enter.
6. New locks were installed on monitoring wells.

We appreciate your patience and apologize for the delay in response. Please let us know if there is anything further we need to do at this time.

Sincerely,

Mitch Gilbert
Florida Utility Solutions
239.513.0445 Office

EXHIBIT H



FLORIDA DEPARTMENT OF Environmental Protection

South District
Post Office Box 2549
Fort Myers, FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

September 25, 2019

Tamara Swan, President
22501 Trost Blvd
Bonita Springs, FL 34135
Email: tswan@citrusparkrv.net

Re: Compliance Assistance Offer
Citrus Park North
Facility ID No. FLA014477
Lee County – DW

Dear Ms. Swan:

A Compliance Evaluation Inspection was conducted at your facility on September 03, 2019. During this inspection, potential non-compliance was noted. The purpose of this letter is to offer compliance assistance as a means of resolving these matters.

Specifically, potential non-compliance with the requirements of Chapter 403, Florida Statutes, and Chapters 62-520, 62-600, 62-602, 62-604, 62-610, and 62-620 Florida Administrative Code, was observed. Please see the attached inspection report for a full account of Department observations and recommendations.

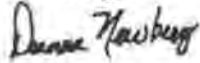
We request you review the items of concern noted and respond in writing within **30 days** of receipt of this Compliance Assistance Offer. Your written response should include one of the following:

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

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

Please address your response and any questions to Nicole Devine of the South District Office at 239-344-5675 or via e-mail at Nicole.Devine@FloridaDEP.gov. We look forward to your cooperation with this matter.

Sincerely,



for

Jennifer L. Carpenter
Assistant Director of District Management
South District
Florida Department of Environmental Protection

Enclosures: Inspection Report (with attachments)

ec: Mitch Gilbert (via e-mail: mitchgilbert@floridautilitysolutions.com)
Allen Slater (via e-mail: allen.slater@frwa.net)
Jim Elliott (via e-mail: JPelliott@source-inc.com)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT

Facility Name and Physical Address Citrus Park North 25501 Trost Blvd Bonita Springs FL 34134		WAFR ID FLA014477	County LEE	Entry Date 09/03/2019	Entry Time 09:20 AM
		Facility Phone # (239) 947-1144		Exit Date 09/03/2019	Exit Time 10:50 AM
LAT	N 26	22	20.1		
LONG	W 81	45	15.8		

Name(s) of Field Representatives(s) and Title Ivory Mitch Gilbert	Operator Certification # 0015245	Email mitchgilbert@floridautilitysolutions.com	Phone (239) 825-7818
Name & Address of Permittee / Designated Rep. Tamara Swan, President 25501 Trost Blvd Bonita Springs FL 34135-6422	Title Citrus Park WWTF	Email tswan@citrusparkrv.net	Phone (239) 947-1144

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

☒ Domestic ☐ Industrial

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

Facility and/or Order Compliance Status:	<input type="checkbox"/> In-Compliance	<input type="checkbox"/> Out-Of-Compliance	<input type="checkbox"/> Significant Out of Compliance
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Recommended Actions: CAOL

Name(s) and Signature(s) of Inspector(s)	District Office/Phone Number	Date
Nicole Devine <i>Nicole Devine</i>	SD/ (239) 344-5675	09/12/2019
Name and Signature of Reviewer	District Office/Phone Number	Date
Deanna Newburg <i>Deanna Newburg</i>	SD/ (239) 344-5677	09/25/2019

Single Event Violations (*SNC SEVs)				
Check for Yes	Evaluation Area	Description	Finding Description	Finding ID
<input type="checkbox"/>	Permit	Effluent Violations - Unapproved Bypass	Wastewater was diverted from a portion of the treatment process without department approval.	UNBY
<input type="checkbox"/>	*Permit	Permit Violations - Discharge Without a Valid Permit	The facility was operating without a permit or with an expired permit.	UPHI
<input type="checkbox"/>	Permit	Permit Violations - Failure to Submit Timely Permit Renewal Application	The permittee failed to submit an application to renew the existing permit at least 180 days prior to expiration.	PFSA
<input type="checkbox"/>	Laboratory	Management Practice Violations - Laboratory Not Certified	The laboratory was not certified by the National Environmental Laboratory Accreditation Conference (NELAC).	LNCE
<input type="checkbox"/>	Sampling	Monitoring Violations - Analysis not Conducted	The facility failed to collect and/or analyze samples as required by permit or enforcement action.	ANCV
<input type="checkbox"/>	Sampling	Monitoring Violations - Failure to Monitor for Toxicity Requirements	The facility failed to collect and/or analyze routine or follow-up toxicity samples.	FTOX
<input type="checkbox"/>	Records and Reports	Management Practice Violations - Failure to Develop Adequate SPCC Plan	The facility failed to develop or maintain their Spill Prevention Control and Countermeasures (SPCC) plan.	FSPC
<input type="checkbox"/>	Records and Reports	Management Practice Violations - Failure to Maintain Records	The facility failed to maintain records for the required retention period.	FMRR
<input type="checkbox"/>	Records and Reports	Reporting Violations - Failure to Notify	The permittee failed to notify the department of any event or activity that requires notification as required by permit or rule.	RSWP
<input type="checkbox"/>	Records and Reports	Reporting Violations - Failure to Submit DMRs	The permittee failed to submit any DMR required by rule, permit, or enforcement action in a timely manner.	FDMR
<input type="checkbox"/>	Records and Reports	Reporting Violations - Failure to submit required report (non-DMR, non-pretreatment)	The facility failed to submit any report required by rule, permit, enforcement action or inspection activity except for DMRs.	FRPT
<input type="checkbox"/>	Facility Site Review	Management Practice Violations - Improper Land Application (non-503, non-CAFO)	The land application system was not being maintained.	LASN
<input type="checkbox"/>	Flow Measurement	Monitoring Violations - No Flow Measurement Device	The facility failed to install a flow measurement device, an approved flow measurement device, or a working flow measurement device.	NOFL
<input type="checkbox"/>	Operation and Maintenance	Management Practice Violations - Improper Operation and Maintenance	The facility failed to follow their operation and maintenance plan/manual 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 checked="" 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 checked="" 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(l)(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 0.199 million gallons per day (MGD) three-month average daily flow (TMADF) extended aeration domestic wastewater treatment plant consisting of a common bar screen, 88,000-gallon surge tank, splitter box, and two treatment trains as follows: Train one consists of one 96,000-gallon aeration basin, one 43,000-gallon digester, one 11,500-gallon clarifier and one 2,600-gallon chlorine contact chamber. Train two consists of two aeration tanks (total volume of 100,000-gallons) one 11,500-gallon clarifier, one 24,000-gallon digester, and one 2,600-gallon chlorine contact chamber.

Reuse or Disposal Summary: An existing 0.199 MGD three-month average daily flow permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of five rapid infiltration basins located on site.

1. ♦ Permit (PERM) In-Compliance

Current Permit available on-site?	Yes
Date Permit issued	July 14, 2016
Date Permit Expires	July 13, 2021
Permit Renewal Application due by	January 14, 2021
Administrative or Judicial Orders?	N/A

	Inspection Result	For DEP use only Database Codes	
		Yes	No
1.1 <u>Observation:</u> Is the permit valid?	Yes		UPHI
1.2 <u>Observation:</u> Is the existing facility as described in the permit?	Yes		PEMA
1.3 <u>Observation:</u> Was a copy of permit available on-site?	Yes	PEOS	PENA
1.4 <u>Observation:</u> Is the permit accompanied with an order?	No	PEAO	
1.5 <u>Observation:</u> Will the permit expire in 180 days?	No	PFSA	

2. ♦ Compliance Schedule (PFOS) See (Observation) Compliance

Compliance Schedule in Permit met?	See Observation
Compliance Schedules in Order are being met?	Not Applicable

Improvement Action	Date Due	Completed?
Correct Nitrogen exceedance issue	09/01/2016	No
Clean out and scarify all percolation ponds	07/14/2016	Yes
Replace the two sticking surge tank blower check valves	07/14/2016	Yes
Repair/replace control panels and circuit breaker panels as required to eliminate corrosion issues	07/14/2016	Yes
Clean aeration tank diffusers	09/01/2016	Yes
Develop plan to repair/replace concrete walkway to surge tank	07/14/2016	No
Repair/replace concrete walkway to surge tank	10/01/2016	No

	Inspection Result	For DEP use only Database Codes	
		Yes	No
2.1 <u>Observation:</u> Is the facility under a compliance schedule?	Yes		

2.2 <u>Deficiency</u> : Is the facility meeting the compliance schedule?	No	CSCP	CSFI
<p><u>Additional Comments</u>: At the time of the inspection, the facility had not created any plans to repair/replace the walkway of the surge tank. The area around the surge tank was sectioned off and inaccessible to the staff.</p> <p><u>Permit/Rule Reference</u>: F.A.C. Rule 62-620.620(6)(a) states that the permit shall, when appropriate, specify a schedule of compliance leading to compliance with Chapter 403, F.S., and Department rules. Any schedule of compliance under this section shall require compliance as soon as sound engineering practices allow, but not later than any applicable statutes or rule deadline.</p> <p><u>Corrective Actions</u>: Please develop plans to repair/replace the concrete walkway to the surge tanks and submit them to the Department.</p>			

3. Laboratory (LABS) Not Applicable

Contract Lab Name and Certification #	Not Applicable
Facility DOH Certification #	Not Applicable

	Inspection Result	For DEP use only Database Codes	
		Yes	No
3.1 <u>Observation</u> : Does the facility have a lab on site?	No		NANA
<u>Additional Comments</u> : Not Applicable.			

4. Sampling (SAMP) Out-of-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

	Inspection Result	For DEP use only Database Codes	
		Yes	No
4.1 <u>Observation</u> : Is there continuous monitoring?	No		
4.2 <u>Observation</u> : Are approved sampling procedures followed?	Yes	SOPF	SSOP
4.3 <u>Observation</u> : Are samples being collected at locations specified in the permit?	Yes		SWLO
4.4 <u>Observation</u> : Are the sample locations specified in the permit safe access points?	Yes	SSAP	SAFA
4.5 <u>Observation</u> : Are samples being collected according to frequency specified in the permit or enforcement actions?	Yes		ANCV
4.6 <u>Deficiency</u> : Are field meters being properly calibrated?	No	SCPC	SSTD
<p><u>Additional Comments</u>: The facility does not have any records of their chlorine meter calibration.</p>			

<p>Rule/Permit Reference: F.A.C. Rule 62-620.610(18)(e) states that field activities, including onsite tests and sample collection, shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in F.A.C. Chapter 62-160. The full list of DEP SOPs is available online at: https://floridadep.gov/dear/quality-assurance/content/dep-sops.</p> <p>Corrective Actions: Please submit documentation to the Department showing that you calibrate your chlorine meters daily. These records should include the lot number and expiration date of the standards that you use for calibration, as well as the time, date, results, person calibrating the meter, and whether the meter passed/failed calibration.</p>																																												
<p>4.7 Deficiency: Are records for calibration complete?</p> <p>Additional Comments: The facility does not have any records of their chlorine meter calibration.</p> <p>Rule/Permit Reference: F.A.C. Rule 62-620.610(18)(e) states that field activities, including onsite tests and sample collection, shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in F.A.C. Chapter 62-160. The full list of DEP SOPs is available online at: https://floridadep.gov/dear/quality-assurance/content/dep-sops.</p> <p>Corrective Actions: Please submit documentation to the Department showing that you calibrate your chlorine meters daily. These records should include the lot number and expiration date of the standards that you use for calibration, as well as the time, date, results, person calibrating the meter, and whether the meter passed/failed calibration.</p>		No		SADC																																								
<p>4.8 Observation: Are the calibration standards/buffers expired?</p> <p>Additional Comments: The facility uses three solutions (pH 4, pH 7, and pH 10) to calibrate their meter. These solutions will not expire until 01/2020.</p>		No	CSBO	CBST																																								
<p>4.9 Observation: Is the pH calibration bracketed?</p>		Yes		SAPB																																								
<p>4.10 Observation: Is the chain of custody form properly completed?</p>		Yes		SCHC																																								
<p>Sampling Locations:</p> <table border="1"> <thead> <tr> <th>Monitoring Site Number</th> <th>Description of Monitoring Site</th> </tr> </thead> <tbody> <tr> <td>FLW-01</td> <td>V-notch weir in the flow chamber (metal box) next to the chlorine contact chamber.</td> </tr> <tr> <td>EFA-01</td> <td>After disinfection and before discharge to the ponds.</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Monitoring Site Number</th> <th>Description of Monitoring Site</th> </tr> </thead> <tbody> <tr> <td>CAL-01</td> <td>Calculation for percent capacity.</td> </tr> <tr> <td>INF-01</td> <td>Influent force main.</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Monitoring Well ID</th> <th>Alternate Well Name and or Description of Monitoring Location</th> <th>Latitude</th> <th>Longitude</th> <th>Depth (Feet)</th> <th>Aquifer Monitored</th> <th>New or Existing</th> </tr> </thead> <tbody> <tr> <td>149933</td> <td>MWB-01</td> <td>26°22' 23"</td> <td>81°45' 11"</td> <td>17</td> <td>Surficial</td> <td>Existing</td> </tr> <tr> <td>149839</td> <td>MWI-01</td> <td>26°22' 26"</td> <td>81°45' 17"</td> <td>17</td> <td>Surficial</td> <td>Existing</td> </tr> <tr> <td>149842</td> <td>MWC-01</td> <td>26°22' 20"</td> <td>81°45' 17"</td> <td>17</td> <td>Surficial</td> <td>Existing</td> </tr> </tbody> </table>					Monitoring Site Number	Description of Monitoring Site	FLW-01	V-notch weir in the flow chamber (metal box) next to the chlorine contact chamber.	EFA-01	After disinfection and before discharge to the ponds.	Monitoring Site Number	Description of Monitoring Site	CAL-01	Calculation for percent capacity.	INF-01	Influent force main.	Monitoring Well ID	Alternate Well Name and or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	New or Existing	149933	MWB-01	26°22' 23"	81°45' 11"	17	Surficial	Existing	149839	MWI-01	26°22' 26"	81°45' 17"	17	Surficial	Existing	149842	MWC-01	26°22' 20"	81°45' 17"	17	Surficial	Existing
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Type of Sampling:

Parameter	Units	Max Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	0.199 Report	Quarterly Average Monthly Average	5 Days Week	Recording Flow Meter with Totalizer	FLW-01	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	
Coliform, Fecal	# 100mL	Max Max Max	200 200 800	Monthly Geometric Mean Annual Average Single Sample	Bi-weekly; every 2 weeks	Grab	EFA-01	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days Week	Grab	EFA-01	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days Week	Grab	EFA-01	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	

			Limitations		Monitoring Requirements			
Parameter	Units	Max Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Percent Capacity, (TMADF Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-01	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	INF-01	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	INF-01	See I.B.3

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

5. ♦ Records and Reports (RRPT) Out-of-Compliance

Documents/Records reviewed	
Discharge Monitoring Reports (DMRs)	From 07/01/2018 To 07/31/2019

	Inspection Result	For DEP use only Database Codes	
		Yes	No
5.1 <u>Observation:</u> Were copies of the operator license current and onsite?	Yes	OCAO	ROPL
Additional Comments: Ivory M Gilbert (Class C) 0012545 issued on 04/15/2019 and expires on 04/30/2021.			

5.2 <u>Observation:</u> Was a copy of the current laboratory certification available on-site?	Yes	LCAI	LCNA
<u>Additional Comments:</u> Benchmark Enviroanalytical Inc (E84167) issued on 07/01/2019 and expires on 06/30/2020.			
5.3 <u>Observation:</u> Are monitoring reports submitted on the proper DMR form?	Yes		RDMR
5.4 <u>Observation:</u> Were discharge monitoring reports completed properly?	Yes		RDNP
5.5 <u>Deficiency:</u> Did a review of the DMRs reveal any deficiencies?	Yes	RDMV	RRDS
<u>Additional Comments:</u> Please see the table below for a more detailed description of the deficiencies found in the DMR review.			
<u>Rule/Permit Reference:</u> F.A.C. Rule 62-600.650(5) states that the owner, manager, or operator of a domestic wastewater facility, or agent or employee thereof, shall not submit misleading, false, or inaccurate information or operational reports to the Department, either knowingly or through neglect.			
<u>Corrective Actions:</u> Please re-submit the DMRs with transcription/calculation errors to the Department with everything corrected. When re-submitting DMRs please ensure that the re-submittal box in the top right is checked off.			
<u>Transcription/Calculation Errors:</u>			
Monitoring Period	Transcription Errors/Calculation Errors		
Dec-18	<ul style="list-style-type: none"> BOD Carbonaceous 5Day 20C (EFA01) and TSS (EFA01) Wkly Avg reported incorrectly pH is the same every day of sampling 		
Nov-18	<ul style="list-style-type: none"> BOD Carbonaceous 5Day 20C (EFA01) and TSS (EFA01) Wkly Avg reported incorrectly pH is the same every day of sampling 		
Oct-18	<ul style="list-style-type: none"> TSS (EFA01) Wkly Avg reported incorrectly pH is the same every day of sampling 		
Sep-18	<ul style="list-style-type: none"> BOD Carbonaceous 5Day 20C Wkly Avg recorded incorrectly TSS Wkly Avg recorded incorrectly Fecal Coliform MoGeo calculated incorrectly 		
Aug-18	<ul style="list-style-type: none"> BOD Carbonaceous 5Day 20C Wkly Avg recorded incorrectly Fecal Coliform MoGeo calculated incorrectly 		
Jul-18	<ul style="list-style-type: none"> TSS Wkly Avg recorded incorrectly Fecal Coliform MoGeo calculated incorrectly 		
5.6 <u>Observation:</u> Are the discharge monitoring reports submitted more than 30 days late?	No	GWLT	
5.7 <u>Observation:</u> Does the facility have two or more DMRs not submitted to the Department within a 6-months period?	No	GWSC	
5.8 <u>Observation:</u> Does the facility have all the records of sampling available and complete?	Yes	ASRC	RECD
5.9 <u>Observation:</u> Is the logbook available on-site?	Yes		RNOM
5.10 <u>Deficiency:</u> Is the logbook complete?	No	LOGI	RLOG

<p><u>Additional Comments:</u> The logbook did not have any preventative maintenance or repairs that were made to the facility. All the logbook had was time in/out, sample results, and a signature.</p> <p><u>Rule/Permit Reference:</u> F.A.C. Rule 62-602.650(4) states that the logs, at a minimum, shall 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 preventative 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.</p> <p><u>Corrective Actions:</u> From this point forward, please ensure that the logbook contains all of the information outlined in the rule/permit reference above.</p>			
5.11 <u>Observation:</u> Does the facility have an O&M Manual available on-site?	Yes		ROMM
5.12 <u>Observation:</u> Does the facility have an O&M Manual that is current?	Yes		RMOU

6. Facility Site Review (FACS) Out-of-Compliance

	Inspection Result	For DEP use only Database Codes	
		Yes	No
6.1 <u>Observation:</u> Are facility grounds adequately maintained?	Yes	FACM	FGNM
6.2 <u>Observation:</u> Was the area surrounding the facility overgrown with vegetation?	No	FAVE	
6.3 <u>Observation:</u> Was an RPZ in place on the potable water supply line?	Yes	RPZI	NRPZ
6.4 <u>Observation:</u> Was a record of testing available on the RPZ?	Yes		FARB FATB
<u>Additional Comments:</u> The RPZ will not expire until 08/2020.			
6.5 <u>Observation:</u> Is the site fenced and locked?	Yes	FAPS	FNPS
6.6 <u>Observation:</u> Are there odors emanating from the facility?	No	FAFO	FANO

Facility Site Review (Lift station(s))	Inspection Result	For DEP use only Database Codes	
		Yes	No
6.7 <u>Observation:</u> Is the cover of the lift station locked?	Yes	FLSL	FCLL
6.8 <u>Observation:</u> Is the gate around the lift station locked?	NA		FGLL
<u>Additional Comments:</u> While there is no gate around the lift stations, the covers were locked and secured.			
6.9 <u>Deficiency:</u> Does the lift station(s) audio and visual alarm functioning?	No		FALV
<u>Additional Comments:</u> At the time of the inspection, the audio alarm to lift station 8 was not operational.			

Rule/Permit Reference: F.A.C. Rule 62-604.500(3) states that all equipment necessary for the collection/transmission of domestic wastewater, including equipment pursuant to subsection 62-604.400(2) F.A.C., shall be maintained as to function as intended.			
Corrective Actions: Please documentation to the Department indicating that the audio alarm for lift station 8 is functional.			
6.10 Observation: Was there warning signs with emergency contact info on the lift station(s)	Yes	FWSP	FNWS
6.11 Observation: Was the area around the lift station(s) maintained?	Yes		FLAO
6.12 Observation: When was the back-flow preventer tested for the lift station(s)?	NA		FBFP
6.13 Observation: Are both pumps working at the lift station(s)	Yes		FLPN
6.14 Observation: How many lift stations does the facility have? 10			

Facility Site Review (Aeration Basin)	Inspection Result	For DEP use only Database Codes	
		Yes	No
6.15 Observation: Was the aeration basin providing adequate mixing?	Yes	FACG	FABM
6.16 Observation: Were the air line(s) to the aeration basins free from leaks?	Yes	FAOK	FALL
6.17 Observation: Was thick white foam observed in aeration basin?	No	FWBF	
6.18 Observation: Was even distribution of air observed?	Yes		FADC
6.19 Observation: Was the blower operational at the time of the inspection?	Yes	FBWK	FBNW
6.20 Observation: Was the secondary blower motor operational?	Yes	F2OK	F2BI
6.21 Observation: Was there excessive wear on blowers?	No	FBBW	
6.22 Observation: Do the blower motor air filters need to be replaced? (verify in logbook)	No	FBAR	
6.23 Observation: Are the blowers on timers? Yes			

Facility Site Review (Clarifier)	Inspection Result	For DEP use only Database Codes	
		Yes	No
6.24 Observation: Was the clarifier effluent clear and free of solids?	Yes	FCLR	FESO
6.25 Observation: Do the clarifier weirs appear to be level?	Yes	FCWA	FCWL
6.26 Observation: Were the clarifier weirs overgrown with algae?	No	FCWC	
6.27 Observation: Are solids discharging over the clarifier weirs	No	FCSD	
6.28 Observation: Does the skimmer appear to be functionally properly?	Yes	FSKP	FSTH
6.29 Observation: Were there solids sitting in the clarifier?	No	FGAS	
6.30 Observation: Is the sludge collector mechanism working properly? (sludge pump or air vac)	Yes		FASC
6.31 Observation: A good indicator identifying if the sludge collector is working properly is by evaluating the RAS line. Is the RAS very watery?	No	FRAS	

Facility Site Review (Chlorine Contact Chamber)	Inspection Result	For DEP use only Database Codes	
		Yes	No
6.32 <u>Observation:</u> Was the CCC clean and the effluent clear?	Yes	FCCC	FOAT FSOL
6.33 <u>Observation:</u> Was the CCC providing the minimum 15 min contact time?	NE	FC15	FCCT

Facility Site Review (Digesters)	Inspection Result	For DEP use only Database Codes	
		Yes	No
6.34 <u>Observation:</u> Were the tank contents in the aerobic digester well mixed?	Yes	FDWM	FADX
6.35 <u>Observation:</u> Were the digesters free from excessive odors?	Yes	FDNO	FDOD
6.36 <u>Observation:</u> Was the digester free from excessive foaming?	Yes	FDNF	FDOD
6.37 <u>Observation:</u> Was the digester full at the time of the inspection?	No	FULL	
6.38 <u>Observation:</u> Were the diffuser clogged producing uneven mixing?	No	FDMX	

Facility Site Review (Ponds/Lagoons)	Inspection Result	For DEP use only Database Codes	
		Yes	No
6.39 <u>Observation:</u> Did the pond appear to have adequate freeboard space?	Yes	FLHF	FFRE
6.40 <u>Observation:</u> Was the pond properly secured?	Yes	FLPS	FPLF
6.41 <u>Observation:</u> Were the pond berms properly stabilized?	Yes	FTLS	ESTA
6.42 <u>Observation:</u> Was seepage observed at the base of the lagoon?	No	FLAT	

7. Flow Measurement (FLOW) In-Compliance

Flow meter present and location as per permit?	Yes
Easy access to flow meter?	Yes
Date of last flow meter calibration	07/25/2019

Flow meter location:	V-notch weir in the flow chamber		
Flow meter type:	Mag Meter		
	Inspection Result	For DEP use only Database Codes	
		Yes	No
7.1 <u>Observation:</u> Is the meter properly installed?	Yes	FLPI	FLII
7.2 <u>Observation:</u> Is the meter operating correctly?	Yes		
7.3 <u>Observation:</u> Was the copy of the flow calibration report current and satisfactory	Yes	FCRP	FLDC
7.4 <u>Observation:</u> Was the flow meter operational at the time of the inspection?	Yes		FLNO

8. Operation and Maintenance (OPMA) In-Compliance

Facility being operated as per permit?	Yes
--	-----

	Inspection Result	For DEP use only Database Codes	
		Yes	No
8.1 <u>Observation:</u> Was the facility operated/maintained in accordance with the permit?	Yes	OPDP	OOMP
8.2 <u>Observation:</u> Was a certified operator operating the WWTF?	Yes	O602	ONCO
8.3 <u>Observation:</u> Were leaks noted on the exterior of the tanks?	No	LITP	
8.4 <u>Observation:</u> Are critical spare parts available to ensure continued operation of the facility?	Yes		OSPN
8.5 <u>Observation:</u> Is the facility operating in a manner that results in a high potential for water quality violations?	No	OFPM	
8.6 <u>Observation:</u> Is the facility failing to perform maintenance which results in a high potential for water quality violations?	No	OFRE	
8.7 <u>Observation:</u> Is the operator performing treatment operation and maintenance in a responsible and professional manner?	Yes	OMPM	

9. Effluent Quality (EFLQ) Out-of-Compliance

DMRs review period	From 07/01/2018 To 07/31/2019
Any exceedances?	Yes

	Inspection Result	For DEP use only Database Codes	
		Yes	No
9.1 <u>Deficiency:</u> Did the DMR review reveal any effluent exceedances? <u>Additional Comments:</u> Please see the table below for a more detailed description of the effluent exceedances. <u>Rule/Permit Reference:</u> F.A.C. Rule 62-600.410(1) states that all domestic wastewater facilities shall be operated and maintained in accordance with the applicable provisions of this chapter and related regulations as to attain, at a minimum, the reclaimed water or effluent quality required by the wastewater facility permit. <u>Corrective Actions:</u> Please submit plans to the Department detailing how you will address the exceedance issues and avoid them in the future.	Yes	XNEV	ENEV
9.2 <u>Observation:</u> Exceedances? (4 or more within 6-month period:)	No	E4O6	

Table of Exceedances:

Date	Monitoring Location	Parameter	Description	Result Qualifier	Result	Limit	Units	Statistical Base
May-19	EFA-01	P 00620	Nitrogen, Nitrate, Total (as N)		24.5	12.0	mg/L	MB - Maximum
Jan-19	EFA-01	P 74055	Coliform, Fecal		2420	800.0	#/100mL	MB - Maximum
Sep-18	EFA-01	P 00620	Nitrogen, Nitrate, Total (as N)		16.9	12.0	mg/L	MB - Maximum
Jul-18	EFA-01	P 00620	Nitrogen, Nitrate, Total (as N)		13.1	12.0	mg/L	MB - Maximum

9.3 <u>Observation</u> : Was the effluent clear and within the acceptable TRC?	Yes	EFCL	E5RC (0.5 mg/L) E1V1 (1.0 mg/L)
<u>Additional Comments</u> : TRC = 2.20 mg/L			
9.4 <u>Observation</u> : Did you sample the effluent?	No	EVIO	

10. Effluent Disposal (EFLD) Out-of-Compliance

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

		Inspection Result	For DEP use only Database Codes	
			Yes	No
Type of disposal:	Percolation Ponds			
10.1 <u>Observation</u> : Was the facility discharging at the time of the inspection?		Yes	EDAI	ENOD
10.2 <u>Observation</u> : Was effluent excessively turbid?		No	EPOR	EFET
10.3 <u>Observation</u> : Was there a visible sheen observed in the discharge stream?		No	EOIL	ENVS
10.4 <u>Observation</u> : Was excessive foam, scum, color, suspended solids present in discharge stream?		No	ETSS	EFNF
10.5 <u>Observation</u> : Do the ponds appear to be well maintained?		Yes	EPDM	EEFO
10.6 <u>Deficiency</u> : Was excessive vegetation growing within the pond? <u>Additional Comments</u> : At the time of the inspection, there was excessive duckweed growing in the pond. <u>Rule/Permit Reference</u> : F.A.C. Rule 62-610.523(6) states that rapid infiltration basins, percolation ponds, basins, trenches, or cells shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. <u>Corrective Actions</u> : Please provide documentation to the Department showing that the duckweed has been cleaned out of the pond.		Yes	FVEG	
10.7 <u>Observation</u> : Was excessive vegetation growing on the pond berms?		No	EDOV	
10.8 <u>Observation</u> : Was advisory signage postage around the disposal site?		Yes		EWAR
10.9 <u>Observation</u> : Does accumulated sludge observed in ponds?		No	FSLU	
10.10 <u>Observation</u> : Was there a fence around the disposal site?		Yes		FSTO
10.11 <u>Observation</u> : Was the fencing around the disposal site compromised?		No	EFEN	

11. Biosolids (RESS) In-Compliance

	Inspection Result	For DEP use only Database Codes	
		Yes	No
Disposal method: Karle Environmental			
Date of last Hauling record: 05/25/2019			
11.1 <u>Observation:</u> A review of the DMRs revealed the results or residuals are not being submitted to the Department?	No	SDMR	
11.2 <u>Observation:</u> Does the facility maintain adequate records for sludge hauling?	Yes		RE5Y
11.3 <u>Observation:</u> Were biosolids being disposed of in accordance with the permit	Yes	RMET	REDIS
11.4 <u>Observation:</u> Was advisory signage postage around the disposal site?	Yes		EWAR

12. Groundwater Quality (GWQL) Out-of-Compliance

DMRs review period	From 07/01/2018 To 06/30/2019
Any exceedances?	Yes
All monitoring wells accessible, secured & locked?	See Observation

	Inspection Result	For DEP use only Database Codes	
		Yes	No
12.1 <u>Observation:</u> Is there Groundwater Monitoring Required? Required monitoring frequency:	Yes		NANA
12.2 <u>Deficiency:</u> Were the ground water monitoring wells locked and secure? <u>Additional Comments:</u> At the time of the inspection, MW-1 was not locked. <u>Rule/Permit Reference:</u> F.A.C. Rule 62-520.600(6)e states that each well at a site should have a unique label that distinguishes it from all other wells located at the installation and should be maintained and locked. <u>Corrective Actions:</u> Please submit documentation to the Department indicating that MW-1 is locked and secure.	No	GLCS	GLOC
12.3 <u>Observation:</u> Were the ground water monitoring wells labeled?	Yes		WNLP
12.4 <u>Observation:</u> Are any of the monitoring wells damaged?	No		GFND
12.5 <u>Observation:</u> Were the groundwater monitoring results sent to Department on the correct form?	Yes		GWRF
12.6 <u>Observation:</u> Were groundwater monitoring results sent to the Department on-time?	Yes		GNSU
12.7 <u>Observation:</u> Did the facility provide a purging log?	Yes		GLOG
12.8 <u>Observation:</u> Were the wells purged properly?	Yes		GRNC
12.9 <u>Deficiency:</u> Did a review of the groundwater monitoring reports reveal exceedances?	Yes	GVIO	

Additional Comments: Please see the table below for a more detailed account of the groundwater exceedances.

Monitoring Period	MWC-149934	MWB-149828	Compliance Limit
Dec-18 to Mar-19	TDS: 784 mg/L	TDS: 736 mg/L	500 mg/L
Oct-18 to Dec-18	TDS: 856 mg/L TR As: 13 ug/L	TDS: 752 mg/L TR As: 0.689 ug/L	500 mg/L 10 ug/L
Jun-18 to Sep-18	N: 14 mg/L TDS: 1528 mg/L Cl: 289 mg/L SO ₄ : 258 mg/L	N: 0.02 mg/L TDS: 756 mg/L Cl: 184 mg/L SO ₄ : 45.7 mg/L	10 mg/L 500 mg/L 250 mg/L 250 mg/L

Rule/Permit Reference: F.A.C. Rule 62-610.412(2) states that a groundwater monitoring program shall be established by the permittee and approved by the Department pursuant to chapter 62-601 and F.A.C. Rule 62-522.600 (unless otherwise exempted). Groundwater sampling parameters for monitoring background and receiving water quality will be established by the Department based upon the quality of reclaimed water to be discharged, site specific soil and hydrogeologic characteristics, and other considerations.

Corrective Actions: Please submit documentation to the Department showing how the facility will address these exceedances to prevent them in the future.

12.10 Deficiency: Was the analysis method identified on the monitoring report?

No

GANA

Additional Comments: The water level relative to NGVD does not have an analysis method (DNP) identified for Jul-18 to Sep-18, Oct-18 to Dec-18, Jan-19 to Mar-19 and Apr-19 to Jun-19.

Rule/Permit Reference: F.A.C. Rule 62-610.412(2) states that a groundwater monitoring program shall be established by the permittee and approved by the Department pursuant to chapter 62-601 and F.A.C. Rule 62-522.600 (unless otherwise exempted). Groundwater sampling parameters for monitoring background and receiving water quality will be established by the Department based upon the quality of reclaimed water to be discharged, site specific soil and hydrogeologic characteristics, and other considerations

Corrective Actions: Please re-submit the groundwater DMRs so that all information is included. When re-submitting DMRs, please ensure that the re-submittal box in the top right is checked off.

12.11 Deficiency: Were the laboratory detection limits provided on the monitoring report?

No

GKOI

GDET

Additional Comments: There was no laboratory detection limit provided for pH for Jul-18 to Sep-18, Oct-18 to Dec-18, Jan-19 to Mar-19 and Apr-19 to Jun-19.

Rule/Permit Reference: F.A.C. Rule 62-610.412(2) states that a groundwater monitoring program shall be established by the permittee and approved by the Department pursuant to chapter 62-601 and F.A.C. Rule 62-522.600 (unless otherwise exempted). Groundwater sampling parameters for monitoring background and receiving water quality will be

established by the Department based upon the quality of reclaimed water to be discharged, site specific soil and hydrogeologic characteristics, and other considerations			
Corrective Actions: Please re-submit the groundwater DMRs so that all information is included. When re-submitting DMRs, please ensure that the re-submittal box in the top right is checked off.			
12.12 Observation: Was the static water reported in the ground water monitoring report?	Yes		GSTA
12.13 Observation: Was the facility sampling for the correct ground water monitoring parameters?	Yes		GPWP
12.14 Observation: Was the facility sampling the parameters according with the frequency in the permit?	Yes		GWOP
12.15 Observation: Did any of the monitoring reports reveal wells too dry to sample?	No	GDRY	
12.16 Observation: Are all the wells being sampled as part of the approved groundwater plan?	Yes		GAGP

13. **SSO Survey** (SSOS) Out-of-Compliance

Does the facility have an Operation and Maintenance Manual for their collection system?	No
Does the facility track spills in their collection system?	No
Does the facility have procedures for minimizing spills?	No
Are those procedures included in the Operation and Maintenance Manual or in a separate document?	Not Applicable
How often is the manual updated?	Not Applicable

	Inspection Result	For DEP use only Database Codes	
		Yes	No
13.1 Observation: Does the facility have any Abnormal Events? How many?	No		
13.2 Observation: Did any spill make it to surface water?	NA	SS01	
13.3 Observation: Was any spill released to the ground?	NA	SS06	
13.4 Deficiency: Did the facility keep routine documentation and reporting records of spills, and/or operation and maintenance activities on the collection/transmission system? Additional Comments: The facility does not have an operation and maintenance manual for their collection/transmission system. Rule/Permit Reference: F.A.C. Rule 62-604.500 states that copies of record drawings and the operation and maintenance manual shall be available at a site within the boundaries of the district office or delegated local program permitting the collection/transmission system, for use by operation and maintenance personnel and for inspection by Department personnel. The operation and maintenance manual shall provide for reliable and efficient operation and maintenance of the collection/transmission system. The detail of the operation and maintenance manual shall be consistent with the complexity of the system. The manual shall be developed in accordance	No		SS02

with the technical guidance document contained in F.A.C. Rule 62-604.300, and the unique requirements of the individual wastewater facility and shall provide the operator with adequate information and description regarding the design, operation, and maintenance features of the facility involved, including an emergency response plan. <u>Corrective Actions:</u> Please submit an operation and maintenance plan to the Department that reflects the collection/transmission system of the facility. An example can be obtained from Florida Rural Water Association can by clicking on this link: https://www.frwa.net/wastewater-publications.html .			
13.5 <u>Observation:</u> For any surface water spills, did the facility sample?	NA		SS03
13.6 <u>Observation:</u> Did the facility report the spills?	NA		SS04
13.7 <u>Observation:</u> Did the facility perform routine preventative maintenance to keep the collection/transmission system in good working order.	Yes		SS05
13.8 <u>Observation:</u> How does the facility follow up on spills? <u>Additional Comments:</u> They follow their SSO Plan.	Yes	PSSC	
13.9 <u>Observation:</u> Does the facility have an emergency plan including the collection system?	Yes		

14. Other (OTHE) Not Evaluated

	Inspection Result	For DEP use only Database Codes	
		Yes	No
14.1 <u>Observation:</u> Not Evaluated	NE	NENE	NENE

I certify that these photos represent the true
on-site conditions observed
and have not been altered in any way.

Citrus Park North (FLA014477)
Photos by Nicole Devine on
09/03/2019

Nicole Devine



1. Overview of the facility



2. Blowers for digesters



3. Splitter box



4. Aeration basins



5. Aeration basin



6. Clarifier

Citrus Park North (FLA014477)
Photos by Nicole Devine on
09/03/2019

I certify that these photos represent the true
on-site conditions observed
and have not been altered in any way.

Nicole Devine



7. CCC



8. Sample point and eyewash



9. Chlorine storage



10. Aeration blowers



11. Monitoring well 3



12. Advisory sign for disposal

Citrus Park North (FLA014477)
Photos by Nicole Devine on
09/03/2019

I certify that these photos represent the true
on-site conditions observed
and have not been altered in any way.

Nicole Devine



13. Pond with duckweed



14. Abandoned well



15. RPZ



16. Unlocked monitoring well



17. Sign at lift station



18. Electrical panel for lift station

Citrus Park North (FLA014477)
Photos by Nicole Devine on
09/03/2019

I certify that these photos represent the true
on-site conditions observed
and have not been altered in any way.

Nicole Devine

EXHIBIT I

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Pro Forma Balance Sheet
December 31, 2020

Line No.	NARUC Acct.	Assets and Other Debits	
1	101	Utility Plant In Service	\$ 3,287,154
2	103	Property Held For Future Use	
3	104	Utility Plant Purchased or Sold	
4	105	Construction Work in Progress	
5	108	Accumulated Depreciation and Amortization of UPIS	(1,683,405)
6	114	Utility Plant Acquisition Adjustments	
7	115	Accumulated Amortization of Utility Plant Acquisition Adjustments	
8	121	Nonutility Property	
9	122	Accumulated Depreciation and Amortization of Nonutility Property	
10	124	Utility Investments	
11	131	Cash	45,821
12	132	Special Deposits	
13	141	Customer Accounts Receivable	47,599
14	143	Accumulated Provision of Uncollectible Accounts - CR	
15	151	Plant Material and Supplies	
16	174	Miscellaneous Current and Accrued Assets	
17	186	Miscellaneous Deferred Debits	
18	190	Accumulated Deferred Income Taxes	
19		Total Assets and Other Debits	\$ 1,697,168
20			
21		Equity Capital	
22	201	Common Stock Issued	
23	204	Preferred Stock Issued	
24	211	Other Paid In Capital	1,495,520
25	215	Retained Earnings	123,408
26	218	Proprietary Capital	
27		Liabilities and Other Credits	
28	224	Long Term Debt	
29	231	Accounts Payable	11,455
30	232	Notes Payable	
31	235	Customer Deposits	
32	236	Accrued Taxes	
33	237	Accrued Interest	
34	241	Miscellaneous Current and Accrued Liab.	
35	252	Advances for Construction	
36	253	Other Deferred Credits	
37	255	Accumulated Deferred Investment Tax Credits	
38	265	Accumulated Deferred Investment Tax Credits	
39	271	Contributions in Aid of Construction (CIAC)	483,710
40	272	Accumulated Amortization of CIAC	(416,925)
41	281	Accumulated Deferred Income Taxes - Accelerated Amortization	
42	282	Accumulated Deferred Income Taxes - Liberalized Depreciation	
43	283	Accumulated Deferred Income Taxes - Other	
44		Total Equity, Liabilities and Other Credits	\$ 1,697,168

CPI Citrus Park Utility TRS, L.L.C.

Application for Original Certificate

Class B

Accounting Information

Exhibit J

Projected December 21, 2020

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Exhibit J

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Exhibit J
Schedule 1

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Rate Base at 100% Capacity

Line No	Description	2020	Referenced Schedule No.
1	Water Rate Base		
2			
3	Utility Plant in Service	\$ 1,455,206	1 A
4	Accumulated Depreciation	(697,546)	1 A, 2
5	Contributions in Aid of Construction	(154,600)	2
6	Accumulated Amortization of CIAC	138,062	2
7	Working Capital Allowance	16,583	
8	Water Rate Base	<u>\$ 757,705</u>	
9			
10			
11			
12	Wastewater Rate Base		
13			
14	Utility Plant in Service	\$ 1,831,948	1 B
15	Accumulated Depreciation	(985,859)	1 B, 2
16	Contributions in Aid of Construction	(329,110)	2
17	Accumulated Amortization of CIAC	278,863	2
18	Working Capital Allowance	17,782	
19	Wastewater Rate Base	<u>\$ 813,624</u>	

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Pro Forma Water Utility Plant
Projected December 21, 2020

Line No.	NARUC Acct.	Description	Water	Accumulated Depreciation
1	301	Organization	\$ 91,500	3,431
2	302	Franchises		
3	303	Land and Land Rights		
4	304	Structures and Improvements	88,474	22,566
5	305	Collecting and Impounding Reservoirs		
6	306	Lake, River and Other Intakes		
7	307	Wells and Springs	180,000	3,000
8	309	Supply Mains		
9	310	Power Generation Equipment	35,553	11,555
10	311	Pumping Equipment	105,178	41,832
11	320	Water Treatment Equipment	401,611	286,406
12	330	Distribution Reservoirs and Standpipes	329,663	150,404
13	331	Transmission and Distribution Mains	154,600	136,264
14	333	Services		
15	334	Meters and Meter Installation	63,210	36,672
16	335	Hydrants		
17	339	Other Plant and Miscellaneous Equipment		
18	340	Office Furniture and Equipment		
19	341	Transportation Equipment		
20	343	Tools, Shop and Garage Equipment		
21	345	Power Operated Equipment		
22	346	Communication Equipment		
23	348	Other Tangible Plant	5,417	5,417
24			<u>\$ 1,455,206</u>	<u>\$ 697,546</u>
25				
26		Treatment Capacity (gpd)	495,000	1,415 ERCs
27				
28		*ERC =		350 GPD

* Per DEP Standards

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Pro Forma Wastewater Utility Plant
Projected December 21, 2020

Line No.	NARUC Acct.	Description	Wastewater	Accumulated Depreciation
1	351	Organization	\$ 91,500	\$ 3,431
2	352	Franchises		
3	353	Land and Land Rights		
4	354	Structures and Improvements	215,326	22,200
5	355	Power Generation Equipment	95,000	7,125
6	360	Collecting Wastewater - Force	152,992	152,992
7	361	Collecting Wastewater - Gravity	176,118	123,914
8	361	Manholes		
9	362	Special Collecting Structures		
10	363	Services to Customers		
11	364	Flow Measuring Devices		
12	365	Flow Measuring Installations		
13	370	Receiving Wells		
14	371	Pumping Equipment	142,006	79,548
15	374	Reuse Distribution Reservoirs		
16	375	Reuse T & D		
17	380	Treatment and Disposal Equipment	944,804	582,446
18	381	Plant Sewers		
19	382	Outfall Wastewater Lines		
20	389	Other Plant and Miscellaneous Equipment		
21	390	Office Furniture and Equipment		
22	391	Transportation Equipment		
23	393	Tools, Shop and Garage Equipment	527	527
24	395	Power Operated Equipment		
25	398	Other Tangible Plant	13,675	13,675
26			<u>\$ 1,831,948</u>	<u>\$ 985,859</u>
27				
28		Treatment Capacity (gpd)	199,000	711 ERCs
29				
30		*ERC =		280 GPD

* Per DEP Standards

CPI Citrus Park Utility TRS, L.L.C.
Utility Plain in Service, Depreciation & Accumulated Depreciation

Exhibit J
Schedule 2 - Water
Page 1 of 2

			Regulatory					Accumulated Depreciation
	Date In Service	Cost	Asset Life	Depr Expense	2018	2019	2020	
WATER UTILITY PLANT IN SERVICE								
301 ORGANIZATION								
	2019	91,500.00	40	2,287.50		1,143.75	2,287.50	3,431.25
Total 301 Organization		91,500.00		2,287.50	-	1,143.75	2,287.50	3,431.25
Accumulated Depreciation						1,143.75	3,431.25	
304 STRUCTURE & IMPROVEMENTS								
Fence - Water Plant	5/14/2007	646.85	32	20.21	20.21	20.21	20.21	272.84
Water Plant Cement Work & Framing	7/16/2007	18,108.62	32	565.89	565.89	565.89	565.89	7,639.52
R/O - Cement Pad Prep M&S Bobcat	12/16/2013	3,925.00	32	122.66	122.66	122.66	122.66	919.95
R/O Grading - M&S Bobcat	12/16/2013	1,825.00	32	57.03	57.03	57.03	57.03	427.73
R/O Electrical Upgrade -Hogue Electric	12/16/2013	37,579.23	32	1,174.35	1,174.35	1,174.35	1,174.35	8,807.63
R/O Forms, Concrete, Pipe Install	12/16/2013	11,740.54	32	366.89	366.89	366.89	366.89	2,751.68
R/O Insulated Aluminum Roof-Southern Bre	2/2014	3,840.00	32	120.00	120.00	120.00	120.00	780.00
R/O Roof Extension - Struct all Bldg System	2/2014	1,488.11	32	46.50	46.50	46.50	46.50	302.25
R/O Landscaping - Forestry Resources Inc	4/27/2015	1,821.08	32	56.91	56.91	56.91	56.91	313.01
Proforma Plant Addition	2019	7,500.00	32	234.38		117.19	234.38	351.57
Total 304 Structures & Improvements		88,474.43		2,764.82	2,530.44	2,647.63	2,764.82	22,566.15
Accumulated Depreciation					17,153.70	19,801.33	22,566.15	
307 WELLS & SPRINGS								
Proforma Plant Addition	2020	180,000.00	30	6,000.00			3,000.00	3,000.00
Total 307 Wells & Springs		180,000.00		6,000.00	-	-	3,000.00	3,000.00
Accumulated Depreciation					-	-	3,000.00	
310 POWER GENERATION EQUIPMENT								
Generator - 150 kw John Deere	2/4/2014	35,553.44	20	1,777.67	1,777.67	1,777.67	1,777.67	11,554.86
Total 310 Power Generation Equipment		35,553.44		1,777.67	1,777.67	1,777.67	1,777.67	11,554.86
Accumulated Depreciation					7,999.52	9,777.19	11,554.86	
311 PUMPING EQUIPMENT								
30hp Motor-Dewatering Plant BV	9/3/2008	1,415.79	20	70.79	70.79	70.79	70.79	884.88
Well #3 5hp Pump	6/2/2010	4,765.65	20	238.28	238.28	238.28	238.28	2,501.94
#3 high sp pump & starter contractor	7/1/2011	3,573.58	20	178.68	178.68	178.68	178.68	1,697.46
Check Valves On Pumps 1&3	1/1/2012	1,356.48	20	67.82	67.82	67.82	67.82	576.47
High Service Pump #3	1/1/2012	3,749.75	20	187.49	187.49	187.49	187.49	1,593.67
R/O Controllers & Pumps - Mader Electric	12/16/2013	58,359.24	20	2,917.96	2,917.96	2,917.96	2,917.96	21,884.70
R/O 120 GPM #3 Well Pump	12/16/2013	3,349.71	20	167.49	167.49	167.49	167.49	1,256.18
R/O Fire Pumps - FL Utility Solutions	12/16/2013	18,927.40	20	946.37	946.37	946.37	946.37	7,097.78
225 Amp 3 phase - Temp Power for Pumps	12/16/2013	4,006.80	20	200.34	200.34	200.34	200.34	1,502.55
Replace High Service Pump	5/18/2018	14,328.31	20	716.42	358.21	716.42	716.42	1,791.05
Replace VFD on #2 High Service Pump	8/22/2018	1,533.60	20	76.68	38.34	76.68	76.68	191.70
Replace High Pressure Pump	12/18/2018	6,830.43	20	341.52	170.76	341.52	341.52	853.80
RETIREMENT: Replace High Service Pump	5/18/2018	(10,746.00)	20	(537.30)				-
RETIREMENT: Replace VFD on #2 High Service Pu	8/22/2018	(1,150.00)	20	(57.50)				-
RETIREMENT: Replace High Pressure Pump	12/18/2018	(5,123.00)	20	(256.15)				-
Total 311 Pumping Equipment		105,177.74		5,258.89	5,542.53	6,109.84	6,109.84	41,832.16
Accumulated Depreciation					29,612.48	35,722.32	41,832.16	

CPI Citrus Park Utility TRS, L.L.C.
Utility Plain in Service, Depreciation & Accumulated Depreciation

Exhibit J
Schedule 2 - Water
Page 2 of 2

	Date In Service	Cost	Regulatory		2018	2019	2020	Accumulated Depreciation
			Asset Life	Depr Expense				
320 WATER TREATMENT EQUIPMENT								
1/3 Allocated from Sewer Treatment	1/01/78	56,564.70	22	2,571.12				56,564.70
1/3 Allocated from Sewer Treatment	5/31/87	64,297.33	22	2,922.61				64,297.33
1/3 Allocated from Sewer Treatment	9/28/94	84,213.58	22	3,827.89				84,213.58
1/3 Allocated from Sewer Treatment	7/20/04	2,821.58	22	128.25	128.25	128.25	128.25	2,116.13
Rehab Water Plant	8/23/2005	38,250.00	22	1,738.64	1,738.64	1,738.64	1,738.64	26,948.92
Chloric & Ammonia Systems	4/27/2006	12,880.00	22	585.45				3,470.88
Water Plant Upgrades	7/28/2007	8,275.33	22	376.15	376.15	376.15	376.15	5,078.03
New CL17 Chlorine Analyzer	7/23/2011	6,495.72	22	295.26	(168.72)	(168.72)	(168.72)	1,413.03
R/O 100K GPD System /Chemical Feed/Filte	12/16/2013	80,934.09	22	3,678.82	3,678.82	3,678.82	3,678.82	27,591.15
R/O Final Adjustments	12/16/2013	5,040.00	22	229.09	229.09	229.09	229.09	1,718.18
R/O Engineering Design, Admin - Murchkey	12/16/2013	24,225.97	22	1,101.18	1,101.18	1,101.18	1,101.18	8,258.85
R/O Permit	12/16/2013	2,000.00	22	90.91	90.91	90.91	90.91	681.83
R/O Water Treatment Upgrade	12/16/2013	9,550.00	22	434.09	434.09	434.09	434.09	3,255.68
R/O Biofilter - Florida Utility Solutions	5/2015	1,800.00	22	81.82	81.82	81.82	81.82	450.01
R/O Biofilter -Home Depot	5/2015	712.50	22	32.39	32.39	32.39	32.39	178.15
Proforma Plant Addition	2019	350.00	22	15.91		7.96	15.91	23.87
Proforma Plant Addition	2020	3,200.00	22	145.45			145.45	145.45
Total 320 Water Treatment Equipment		401,610.80		8,805.16	7,722.62	7,730.58	7,883.98	286,405.73
Accumulated Depreciation					270,791.18	278,521.75	286,405.73	
330 DISTRIBUTION RESERVOIRS AND STANDPIPES								
Water Storage Tank	1/21/1991	135,696.90	37	3,667.48	3,667.48	3,667.48	3,667.48	108,190.66
Water Tank Repairs	5/2/2012	80,309.76	37	2,170.53	2,170.53	2,170.53	2,170.53	18,449.51
Water Tank Repairs	7/3/2012	16,576.00	37	448.00	448.00	448.00	448.00	3,808.00
Water Tank Repairs	8/24/2012	20,701.39	37	559.50	559.50	559.50	559.50	4,755.75
R/O 132Gal 125 PSI Tank Coast Pump	12/16/2013	3,240.98	37	87.59	87.59	87.59	87.59	656.93
R/O Fiberglass Degasification System - Delo	12/16/2013	33,562.00	37	907.08	907.08	907.08	907.08	6,803.10
R/O FL Util Degasifier Storage Tank Work	12/16/2013	3,024.35	37	81.74	81.74	81.74	81.74	613.05
R/O Crane to Install Degasifier Tank- Hunter	12/16/2013	3,210.00	37	86.76	86.76	86.76	86.76	650.70
R/O 5000 gal tank - Mack Concrete	12/16/2013	9,190.20	37	248.38	248.38	248.38	248.38	1,862.85
R/O Piping	12/16/2013	12,876.17	37	348.00	348.00	348.00	348.00	2,610.00
R/O Piping Materials	12/16/2013	4,697.59	37	126.96	126.96	126.96	126.96	952.20
R/O Piping Materials	2/14/2014	2,702.80	37	73.05	73.05	73.05	73.05	474.83
R/O Piping Materials - Ferguson Enterprises	4/2015	3,874.65	37	104.72	104.72	104.72	104.72	575.96
Total 330 Dist. Reservoir & Standpipes		329,662.79		8,909.79	8,909.79	8,909.79	8,909.79	150,403.53
Accumulated Depreciation					132,583.95	141,493.74	150,403.53	
331 T & D MAINS								
1/3 Allocation from Water & Sewer Lines	9/30/78	76,496.11	43	1,778.98	1,778.98	1,778.98	1,778.98	75,606.65
1/3 Allocation from Water & Sewer Lines	12/1/87	69,901.57	43	1,625.62	1,625.62	1,625.62	1,625.62	54,458.27
1/3 Allocation from Water & Sewer Lines	2/04/88	8,201.90	43	190.74	190.74	190.74	190.74	6,199.05
Total 331 T & D Mains		154,599.57		3,595.34	3,595.34	3,595.34	3,595.34	136,263.97
Accumulated Depreciation					129,073.29	132,668.63	136,263.97	
334 METERS & METER INSTALLATION								
3 Flow Meters - Water Plant	4/16/2007	13,152.16	20	657.61	657.61	657.61	657.61	8,877.74
Water Meter - Water Plant	8/31/2007	3,708.98	20	185.45	185.45	185.45	185.45	2,503.58
8 inch Water Meter w/By-Pass	3/17/2009	37,280.00	20	1,864.00	1,864.00	1,864.00	1,864.00	21,436.00
6" Flow Meter	1/1/2012	9,069.18	20	453.46	453.46	453.46	453.46	3,854.41
Total 334 Meters & Meter Installation		63,210.32		3,160.52	3,160.52	3,160.52	3,160.52	36,671.72
Accumulated Depreciation					30,350.68	33,511.20	36,671.72	
348 OTHER TANGIBLE PLANT								
Water Plant - Wireless Alarm/Monitoring	2/1/2008	5,416.76	10	541.68	270.80			5,416.76
Total 348 Other Tangible Plant		5,416.76		541.68	270.80	-	-	5,416.76
Accumulated Depreciation					5,416.76	5,416.76	5,416.76	
TOTAL UPIS - WATER		1,455,205.86		43,101.37	33,509.71	35,075.11	39,489.46	697,546.12
					622,981.55	658,056.66	697,546.12	

	Date In Service	Cost	Regulatory		2018	2019	2020	Accumulated Depreciation
			Asset Life	Depr Expense				
WASTEWATER UTILITY PLANT IN SERVICE								
351 ORGANIZATION								
	2019	91,500.00	40	2,287.50		1,143.75	2,287.50	3,431.25
Total 351 Organization		91,500.00		2,287.50	-	1,143.75	2,287.50	3,431.25
Accumulated Depreciation						1,143.75	3,431.25	
354 STRUCTURE & IMPROVEMENTS								
187 Fence	11/27/01	4,917.00	32	153.66	153.66	153.66	153.66	2,996.37
200 Sewer Plant-Cement Work & Alum. Panels	7/16/07	6,435.40	32	201.11	201.11	201.11	201.11	2,714.99
206 68 Buttonwood trees by Water Plant	7/08/08	3,604.00	32	112.63	112.63	112.63	112.63	1,407.88
Replace 6' H wire to shed, 6' tension bars & galva	5/18/18	2,005.00	32	62.66	31.33	62.66	62.66	156.65
RETIREMENT: Replace 6' H wire to shed, 6' tensic	5/18/18	-1,503.75	32	(46.99)				-
Proforma Plant Addition	2019	160,500.00	32	5,015.63		2,507.82	5,015.63	7,523.45
Proforma Plant Addition	2020	30,000.00	32	937.50			468.75	468.75
Total 354 Structures & Improvements		205,957.65		467.40	498.73	3,037.88	6,014.44	15,268.08
Accumulated Depreciation					6,215.76	9,253.64	15,268.08	
354 LIFT STATIONS								
188 Lift Station Repairs	3/19/02	9,368.12	25	374.72	374.72	374.72	374.72	6,932.32
Total 354 Struc & Imp Lift Stations		9,368.12		374.72	374.72	374.72	374.72	6,932.32
Accumulated Depreciation					6,182.88	6,557.60	6,932.32	
355 POWER GENERATION EQUIPMENT								
Proforma Plant Addition	2019	95,000.00	20	4,750.00		2,375.00	4,750.00	7,125.00
Total 355 Power Generation Equipment		95,000.00		4,750.00	-	2,375.00	4,750.00	7,125.00
Accumulated Depreciation					-	2,375.00	7,125.00	
360 FORCE MAIN								
169 Water & Sewer Lines	1/01/78	202,866.60	30	6,762.22				202,866.60
170 Water & Sewer Lines	9/30/78	26,621.72	30	887.39				26,621.72
1/3 Allocated to Water Mains	9/30/78	(76,496.11)	30	(2,549.87)				(76,496.11)
Total 360 Force Maim		152,992.21		5,099.74	-	-	-	152,992.21
Accumulated Depreciation					152,992.21	152,992.21	152,992.21	
361 GRAVITY MAIN								
175 Southwest Utility	6/15/87	78,351.70	45	1,741.15	1,741.15	1,741.15	1,741.15	58,328.53
176 Southwest Utility	7/23/87	61,993.50	45	1,377.63	1,377.63	1,377.63	1,377.63	46,150.61
177 Southwest Utility	10/30/87	28,350.00	45	630.00	630.00	630.00	630.00	21,105.00
178 Southwest Utility	12/01/87	41,009.50	45	911.32	911.32	911.32	911.32	30,529.22
1/3 Allocated to Water Mains	12/1/87	(69,901.57)	45	(1,553.37)	(1,553.37)	(1,553.37)	(1,553.37)	(52,037.90)
179 Southwest Utility	2/04/88	24,605.70	45	546.79	546.79	546.79	546.79	17,770.68
1/3 Allocated to Water Mains	2/04/88	(8,201.90)	45	(182.26)	(182.26)	(182.26)	(182.26)	(5,923.45)
189 Sewage Collection System	12/01/02	11,165.44	45	248.12	248.12	248.12	248.12	4,590.22
191 Sewage Collection System	3/19/03	8,745.78	45	194.35	194.35	194.35	194.35	3,401.13
Total 361 Gravity Main		176,118.15		3,913.73	3,913.73	3,913.73	3,913.73	123,914.03
Accumulated Depreciation					116,086.57	120,000.30	123,914.03	

	Date In Service	Cost	Regulatory		2018	2019	2020	Accumulated Depreciation
			Asset Life	Depr Expense				
371 PUMPING EQUIPMENT								
190 Drainage Pump & Work	1/23/03	5,376.34	18	298.69	179.25	179.25	179.25	4,868.76
201 New Pumps Overload Protectors-SP	10/03/07	3,364.07	18	186.89	186.89	186.89	186.89	2,523.02
210 Lift St. #5 Pumps Adaptors Piping	3/01/09	4,821.18	18	267.84	267.84	267.84	267.84	3,080.16
211 Lift St. #4 Pumps Control Floats	3/17/09	11,564.60	18	642.48	642.48	642.48	642.48	7,388.52
213 Lift St. #1 Pump #1	2/05/10	3,223.00	18	179.06	179.06	179.06	179.06	1,880.13
214 Lift St. #2 Pump # 2	4/23/10	3,276.20	18	182.01	182.01	182.01	182.01	1,911.11
215 .5 hp Sewage Transfer Pump	6/04/10	1,123.60	18	62.42	62.42	62.42	62.42	655.41
216 Lift St # 6 2 Pumps 2 hp	7/07/10	7,819.20	18	434.40	434.40	434.40	434.40	4,561.20
217 Lift St #7 Pump #2 Collect. Sys	7/08/10	4,960.68	18	275.59	275.59	275.59	275.59	2,893.70
218 #3 Surge Tank Pump	8/02/10	3,342.76	18	185.71	185.71	185.71	185.71	1,949.96
219 Lift St #7 Pump #1 3 hp	8/17/10	3,498.60	18	194.37	194.37	194.37	194.37	2,040.89
220 So. Sewer Plant New Blower Pump	11/09/10	5,342.51	18	296.81	296.81	296.81	296.81	3,116.51
221 Surge Tank Pump	5/01/11	3,503.30	18	194.63	194.63	194.63	194.63	1,848.99
222 Lift St. # 7 New Pump Lines Fittings etc.	5/01/11	20,228.82	18	1,123.82	1,123.82	1,123.82	1,123.82	10,676.29
223 Lift St. #3 2 pumps 2 hp ea.	5/01/11	8,348.77	18	463.82	463.82	463.82	463.82	4,406.29
224 Lift St. #9 New Panel Floats Wiring	5/01/11	6,210.96	18	345.05	345.05	345.05	345.05	3,277.98
225 Coll: Lift #3 rehab; 2 new pumps floats	7/01/11	13,429.56	18	746.09	746.09	746.09	746.09	7,087.86
227 Bar Screen New Pump Sump Sys	1/01/12	18,341.18	18	1,018.95	1,018.95	1,018.95	1,018.95	8,661.08
228 Flow Meter Bypass Pump	1/01/12	14,230.88	18	790.60	790.60	790.60	790.60	6,720.10
Total 371 Pumping Equipment		142,006.21		7,889.23	7,769.79	7,769.79	7,769.79	79,547.91
Accumulated Depreciation					64,008.33	71,778.12	79,547.91	
380 TREATMENT & DISPOSAL EQUIPMENT								
168 Water & Sewer Plant	1/01/78	169,694.10	18	9,427.45				169,694.10
1/3 Allocated to Water Treatment Equipme	1/01/78	-56,564.70	18	(3,142.48)				(56,564.70)
171 Plant Improvements	10/31/86	10,450.00	18	580.56				10,450.00
172 Engineering Costs	12/27/86	6,194.63	18	344.15				6,194.63
173 Water & Sewer Plant	4/06/87	17,415.93	18	967.55				17,415.93
174 Water & Sewer	5/31/87	175,476.07	18	9,748.67				175,476.07
1/3 Allocated to Water Treatment Equipme	5/31/87	-64,297.33	18	(3,572.07)				(64,297.33)
180 Ground Water Monitoring Well	1/16/89	20,600.00	18	1,144.44				20,600.00
181 Ground Water Monitoring Well	12/01/89	22,479.25	18	1,248.85				22,479.25
182 Water and Sewer Plant Repairs	3/03/94	5,420.86	18	301.16				5,420.86
183 Water and Sewer Plant Repairs	9/01/94	2,916.00	18	162.00				2,916.00
184 New Area Water & Sewer Plant	9/28/94	244,303.88	18	13,572.44				244,303.88
1/3 Allocated to Water Treatment Equipme	9/28/94	-84,213.58	18	(4,678.53)				(84,213.58)
185 Air Supply Line	6/12/01	1,785.31	18	99.18	99.19	99.19	99.19	1,934.07
186 Ground Water Monitoring Well	10/03/01	1,576.50	18	87.58	87.58	87.58	87.58	1,707.81
193 Sewage Plant Air Distribution Line	12/30/03	6,882.16	18	382.34	191.18	191.18	191.18	6,117.47
194 Surge Tank Etc-Sewer Plant	3/26/04	5,122.29	18	284.57	284.57	284.57	284.57	4,695.41
195 Duplex Chlorination System	5/24/04	4,273.81	18	237.43	237.43	237.43	237.43	3,917.60
196 Water-Sewer	7/20/04	8,464.74	18	470.26	470.26	470.26	470.26	7,759.29
1/3 Allocated to Water Treatment Equipmer	7/20/04	-2,821.58	18	(156.75)	(156.75)	(156.75)	(156.75)	(2,586.38)
197 MOTOR-SEWER PLANT	1/24/05	1,022.85	18	56.83	56.83	56.83	56.83	880.87
198 Chlorine & Ammonia Systems-Sewer	4/26/06	28,250.00	18	1,569.44	1,569.44	1,569.44	1,569.44	22,756.88
199 Sewage Plant- Liquid Feed System	11/28/06	12,880.00	18	715.56	715.56	715.56	715.56	10,488.10
202 Sewage Plant-Surge Tank Blower	2/01/08	4,942.83	18	274.60	274.60	274.60	274.60	3,432.50
207 3 Stenner Chlorine Pumps	7/11/08	4,226.86	18	234.83	234.83	234.83	234.83	2,935.38
208 Blower Stands @ Sewer Plant	9/01/08	6,165.97	18	342.55	342.55	342.55	342.55	4,281.88
209 No.Sewer Plant New Blower Discharge & He	10/01/08	4,828.30	18	268.24	268.24	268.24	268.24	3,353.00
212 6 inch Steel Main Air Supply Line	12/10/09	17,452.90	18	969.61	969.61	969.61	969.61	11,150.52
226 Air Header/Diffusers@Surge Tank	1/01/12	8,382.48	18	465.69	465.69	465.69	465.69	3,958.37
229 500 Gal. Chlorine Tank	1/01/12	993.48	18	55.19	55.19	55.19	55.19	469.12
Proforma Plant Addition	2019	275,500.00	18	15,305.56		7,652.78	15,305.56	22,958.34
Proforma Plant Addition	2020	85,000.00	18	4,722.22			2,361.11	2,361.11
Total 380 Treatment & Disposal Equipment		944,804.01		52,489.12	6,166.00	13,818.78	23,832.67	582,446.42
Accumulated Depreciation					544,794.97	558,613.75	582,446.42	

CPI Citrus Park Utility TRS, L.L.C.
Utility Plain in Service, Depreciation & Accumulated Depreciation

Exhibit J
Schedule 2 - Wastewater
Page 3 of 3

	Date In Service	Cost	Regulatory		2018	2019	2020	Accumulated Depreciation
			Asset Life	Depr Expense				
393 TOOLS, SHOP AND GARAGE								
192 Fuel Tank	9/05/03	527.07	16	32.94	16.44	16.44	16.44	526.95
			16	-				-
Total 393 Tools, Shop and Garage		527.07		32.94	16.44	16.44	16.44	526.95
Accumulated Depreciation					494.07	510.51	526.95	
398 OTHER TANGIBLE PLANT								
203 Sewage Plant-Wireless Alarm/Monitoring Sy	2/01/08	5,385.75	10	538.58	269.24			5,385.75
204 Collection System-Wireless Alarm/Monitori	2/01/08	4,159.92	10	415.99	208.02			4,159.92
205 Collection System-Wireless Alarm/Monitori	2/01/08	4,129.18	10	412.92	206.44			4,129.18
								-
Total 398 Other Tangible Plant		13,674.85		1,367.49	683.70	-	-	13,674.85
Accumulated Depreciation					13,674.85	13,674.85	13,674.85	
TOTAL UPIS - WASTEWATER		1,831,948.27		78,297.15	19,423.11	32,450.09	48,959.29	985,859.00
					904,449.63	936,899.71	985,859.00	
TOTAL UPIS		3,287,154.13		121,398.52				1,683,405.12

	Date In Service	Cost	Regulatory		2018	2019	2020
			Asset Life	Depr Expense			
CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)							
WATER							
331 T & D MAINS							
1/3 Allocation from Water & Sewer Lines	9/30/78	(76,496.11)					
1/3 Allocation from Water & Sewer Lines	12/1/87	(69,901.57)					
1/3 Allocation from Water & Sewer Lines	2/04/88	(8,201.90)					
Annual CIAC		(154,599.57)			-	-	-
Total CIAC					(154,599.57)	(154,599.57)	(154,599.57)
Rate / Amortization	2.33%				3,595.34	3,595.34	3,595.34
Accumulated Amortization					130,870.92	134,466.26	138,061.59
TOTAL WATER CIAC		(154,599.57)					
TOTAL WATER CIAC ACCUM AMORT		138,061.59					
SEWER							
360 FORCE MAIN							
Water & Sewer Lines	1/01/78	(126,370.49)					
Water & Sewer Lines	9/30/78	(26,621.72)					
Annual CIAC		(152,992.21)			-	-	-
Total CIAC					(152,992.21)	(152,992.21)	(152,992.21)
Rate / Amortization	3.33%						
Accumulated Amortization					152,992.21	152,992.21	152,992.21
361 GRAVITY MAIN							
Southwest Utility	6/15/87	(8,450.13)					
Southwest Utility	7/23/87	(61,993.50)					
Southwest Utility	10/30/87	(28,350.00)					
Southwest Utility	12/01/87	(41,009.50)					
Southwest Utility	2/04/88	(16,403.80)					
Sewage Collection System	12/01/02	(11,165.44)					
Sewage Collection System	3/19/03	(8,745.78)					
Annual CIAC		(176,118.15)			-	-	-
Total CIAC					(176,118.15)	(176,118.15)	(176,118.15)
Rate / Amortization	2.22%				3,913.74	3,913.74	3,913.74
Accumulated Amortization					118,043.62	121,957.36	125,871.10
TOTAL SEWER CIAC		(329,110.37)					
TOTAL SEWER CIAC ACCUM AMORT		278,863.31					

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Water System
Operation & Maintenance Expenses
Projected December 21, 2020

Line No.	NARUC Acct. No.	Description	Water
1	601	Salaries and Wages - Employees	\$ 2,470
2	603	Salaries and Wages - Other	-
3	604	Employees Pensions and Benefits	-
4	610	Purchased Water	-
5	615	Purchased Power	19,609
6	616	Fuel for Power Production	1,292
7	618	Chemicals	13,229
8	620	Materials and Supplies	4,498
9	631	Contractual Services - Engineering	1,330
10	632	Contractual Services - Accounting	3,000
11	633	Contractual Services - Legal	-
12	634	Contractual Services - Mgmt. Fees	8,587
13	635	Contractual Services - Testing	-
14	636	Contractual Services - Other	5,572
15	636	Contractual Services - Plant Operations	65,740
16	640	Rental of Building/Real Property	4,662
17	650	Transportation Expense	-
18	656	Insurance - Vehicle	-
19	657	Insurance - General Liability	-
20	658	Insurance - Workers Comp	-
21	659	Insurance - Other	1,745
22	660	Advertising Expense	-
23	665	Regulatory Commission Expense	-
24	670	Bad Debt Expense	-
25	675	Miscellaneous Expense	932
26	403	Depreciation - Net of CIAC Amortization	33,607
27	407	Amortization Expense - Org Cost	2,288
28	408	Other Taxes and Licenses	1,000
29	408	Taxes Other Than Income (1)	23,404
30		Total Expenses	<u>192,965</u>
31			
32	(1) Taxes other than Income		
33		Property Taxes (net tangible plant X 2018 millage 14.6950)	\$ 11,134
34			
35		Regulatory Assessment Fees	<u>12,270</u>
36		Total	<u>23,404</u>

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Wastewater System
Operation & Maintenance Expenses
Projected December 21, 2020

Line No.	NARUC Acct. No.	Description	Wastewater
1	701	Salaries and Wages - Employees	\$ 4,940
2	703	Salaries and Wages - Other	-
3	704	Employees Pensions and Benefits	-
4	710	Purchased Wastewater Treatment	-
5	711	Sludge Removal Expense	9,000
6	715	Purchased Power	18,189
7	716	Fuel for Power Production	-
8	718	Chemicals	11,428
9	720	Materials and Supplies	5,340
10	731	Contract Services - Engineering	-
11	732	Contract Services - Accounting	3,000
12	733	Contract Services - Legal	-
13	734	Contract Services - Mgmt. Fees	9,012
14	735	Contract Services - Testing	-
15	736	Contract Services - Other	2,924
16	736	Contract Services - Plant Operations	18,939
17	741	Rental of Building/Real Property	55,993
18	742	Rental of Equipment	-
19	750	Transportation Expense	-
20	756	Insurance - Vehicle	-
21	757	Insurance - General Liability	-
22	758	Insurance - Workers Comp	-
23	759	Insurance - Other	3,491
24	760	Advertising Expense	-
25	766	Regulatory Commission Expense	-
26	767	Regulatory Commission Expense - Other	-
27	770	Bad Debt Expense	-
28	775	Miscellaneous Expense	-
29	403	Depreciation - Net of CIAC Amortization	42,758
30	407	Amortization Expense - Org Cost	2,288
31	408	Taxes Other Than Income (1)	25,878
32		Total Expenses	<u>\$ 213,180</u>
33			
34	(1) Taxes other than Income		
35	Property Taxes (net tangible plant X 2018 millage 14.6950)	\$	12,433
36			
37	Regulatory Assessment Fees		13,445
38	Total	<u>\$</u>	<u>25,878</u>

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Projected Capital Structure

(1)		(2)	(3)	(4)	(5)
		Reconciled to			
		Rate Base			
Line No.	Class of Capital	2020	Ratio	Cost Rate	Weighted Cost
1	Long Term Debt	\$ -			
2	Short Term Debt	-			
3	Preferred Stock	-			
4	Common Equity	1,571,329	100.00%	7.85%	7.85%
5	Customer Deposits	-	0.00%	2.00%	0.00%
6	Tax Credits - Zero Cost				
7	Tax Credits - Weighted Cost				
8	Accumulated Deferred Income Tax				
9	Other (Explain)				
10					
11	Total	\$ 1,571,329	100.00%		7.85%
12					
13	Note: The cost of equity is based on the leverage formula in effect pursuant to Order No. PSC-2019-0267-PAA-WS				
14					
15					
16					
17	<u>Outstanding Customer Deposit Balance</u>		<u>Residential</u>	<u>General Service</u>	
18	New Customers Connected				
19	Average monthly bill		\$ -	\$ 32,465.04	
20	Deposit requested				
21					
22	Deposit balance from new customers		\$ -	\$ -	\$ -

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Proof of Revenue
Projected December 31, 2020

Line No		Rates for Revenue Requirement	Total Bills	Total Gallons	Revenue Required Annual Revenue
1	Revenue Proof For Water				
2	Requested Rates - Residential - Monthly				
3	Base Facility Charge	\$ 20.83	0		\$ -
4	5/8" x 3/4"	20.83	0		-
5	3/4"	31.25	0		-
6	1"	52.08	0		-
7	1-1/2" (Swan)	104.15	0		-
8	Gallorage Charge (per 1,000)				
9	Residential 0- 3000 gls	\$ 1.27		0	-
10	Residential over 3000 gls	1.91		0	-
11					
12	Total Residential Revenues				<u>\$ -</u>
13	Average Residential Bill				<u>\$ -</u>
14					
15	Requested Rates - General Service				
16	5/8" x 3/4"	\$ 20.83	0		\$ -
17	3/4"	31.25	0		-
18	1"	52.08	0		-
19	1-1/2"	104.15	0		-
20	2"	166.64	0		-
21	3" Turbine	364.53	0	0	-
22	4" Turbine (Bell Villa)	624.90	12	7,499	7,498.80
23	6" Turbine (Citrus Park)	1,301.88	12	15,623	15,622.56
24	8" Turbine (Bell Villa)	1,874.70	12	22,496	22,496.40
25	Charge per 1,000 gallons (Bell Villa)	\$ 3.05		16,084	\$ 49,056.51
26	Charge per 1,000 gallons (Citrus Park)	3.05		58,272	\$ 177,730.13
27	Total General Service Revenues				<u>\$ 272,404.39</u>
28	Average General Service Bill				<u>\$ 7,566.79</u>
29					
30	Revenues from Miscellaneous Charges (50% to water)	\$ -	-		\$ -
31					
32	Total Water Revenue at 100% Design Capacity				<u>\$ 272,404.39</u>
33					
34					
35	Revenue Proof For Wastewater				
36	Requested Rates - Residential - Monthly				
37	Base Facility Charge	\$ 73.35	-		\$ -
38	Gallorage Charge, 10,000 gallons cap			0	\$ -
39	Total Residential Revenues				<u>\$ -</u>
40	Average Residential Bill				<u>\$ -</u>
41					
42	Requested Rates - General Service				
43	5/8" x 3/4"	\$ 73.35	0		\$ -
44	3/4"	110.03	0		-
45	1"	183.38	0		-
46	1-1/2"	366.75	0		-
47	2"	586.80	0		-
48	3" Turbine	1,283.63	0		-
49	4" Turbine	2,200.50	0		-
50	6" (Citrus Park)	4,584.38	12		55,012.56
51	Charge per 1,000 gallons	\$ 4.18		58,272	\$ 243,766.44
52	Total General Service Revenues				<u>\$ 298,779.00</u>
53	Average General Service Bill				<u>\$ 24,898.25</u>
54					
55	Revenues from Miscellaneous Charges (50% to sewer)	\$ -	-		\$ -
56					
	Total Wastewater Revenue at 100% Design Capacity				<u>\$ 298,779.00</u>

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Service Availability Charge Analysis for Water
Projected December 21, 2020

Line No.	Description	Water
1	N/A. No new customers will be connected.	

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Service Availability Charge Analysis for Wastewater
Projected December 21, 2020

Line No.	Description	Wastewater
1	N/A. No new customers will be connected.	

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Cost Justification for Service and Meter Installation Fees

Line No.	Description	5/8 x 3/4" and 3/4"	Other Sizes
1	N/A. No new customers will be connected.		

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Cost Justification for Miscellaneous Service Charges

Line No.	Description	Charge During Regular Business Hours	Charge After Regular Business Hours
1	Initial Connection (1)	\$30.00	N/A
2			
3	Normal Reconnection (2)	\$30.00	N/A
4			
5	Violation Reconnection	Actual Cost	Actual Cost
6			
7	Premise Visit Charge (2)	\$30.00	N/A
8			
9	Late Payment Fee (3)	\$7.50	N/A
10			
11	Bad check Charge	Pursuant to 68.065 (2), Florida Statutes	
12			
13	<u>Notes:</u>		
14	(1) Cost Justification		
15	Labor (\$20 * 1.33) = \$26.60		
16	Vehicle (6 miles x \$.58 per mile) = \$3.48		
17	Total = \$30.08, rounded to \$30.00	\$30.00	
18			
19	(2) Cost Justification		
20	Labor (\$20 * 1.33) = \$26.60		
21	Vehicle (6 miles x \$.58 per mile) = \$3.48		
22	Total = \$30.08, rounded to \$30.00	\$30.00	
23			
24	(3) Cost Justification		
25	Clerical Labor (\$20 * .25) = \$5.00		
26	Supervisor Labor (\$25 * .08) = \$2.00		
27	Printing Supplies (\$.10)		
28	Postage (\$.50)		
29	Total = \$7.60, round to \$7.50	\$7.50	
30			
31	Total projected new connections	0	
32			
33	Miscellaneous Revenues (50% to Water and 50% to Sewer)	\$ -	

CPI Citrus Park Utility TRS, L.L.C.
Initial Rates and Charges
Projected Net Operating Income
Projected December 21, 2020

Line No.		Projected Costs	Additional Revenues and RAFs	Required Revenues
1	Water			
2	Operating Revenue		\$ 272,676	\$ 272,676
3				
4	Operating Expenses			
5	Operation & Maintenance Expenses	\$ 132,667		\$ 132,667
6	Depreciation net of CIAC Amortization	33,607		33,607
7	Amortization	2,288		2,288
8	Taxes Other Than Income	12,134	12,270	24,404
9	Income Taxes (1)		20,203	20,203
10	Total Operating Expenses	\$ 180,695	\$ 32,473	\$ 213,168
11				
12	Net Operating Income (Loss)	\$ (180,695)	\$ 240,203	\$ 59,508
13				
14	Rate Base	\$ 757,705		\$ 757,705
15				
16	Rate of Return			7.85%
17				
18				
19	Wastewater			
20	Operating Revenue		\$ 298,773	\$ 298,773
21				
22	Operating Expenses			
23	Operation & Maintenance Expenses	\$ 142,257		\$ 142,257
24	Depreciation net of CIAC Amortization	42,758		42,758
25	Amortization	2,288		2,288
26	Taxes Other Than Income	12,433	13,445	25,878
27	Income Taxes (1)		21,694	21,694
28	Total Operating Expenses	\$ 199,735	\$ 13,445	\$ 234,874
29				
30	Net Operating Income (Loss)	\$ (199,735)	\$ 285,329	\$ 63,900
31				
32	Rate Base	\$ 813,624		\$ 813,624
33				
34	Rate of Return			7.85%

(1) Per paragraph 10 of the "Limited Liability Agreement", :
The Company intends to elect to be classified as an association taxable as a corporation for U.S. federal income tax purp

EXHIBIT K

SKETCH OF DESCRIPTION NOT A SURVEY

SCALE: 1" = 50'

UNPLATTED
BELL VILLA
(OFFICIAL RECORDS BOOK 1469, PAGE 1152)

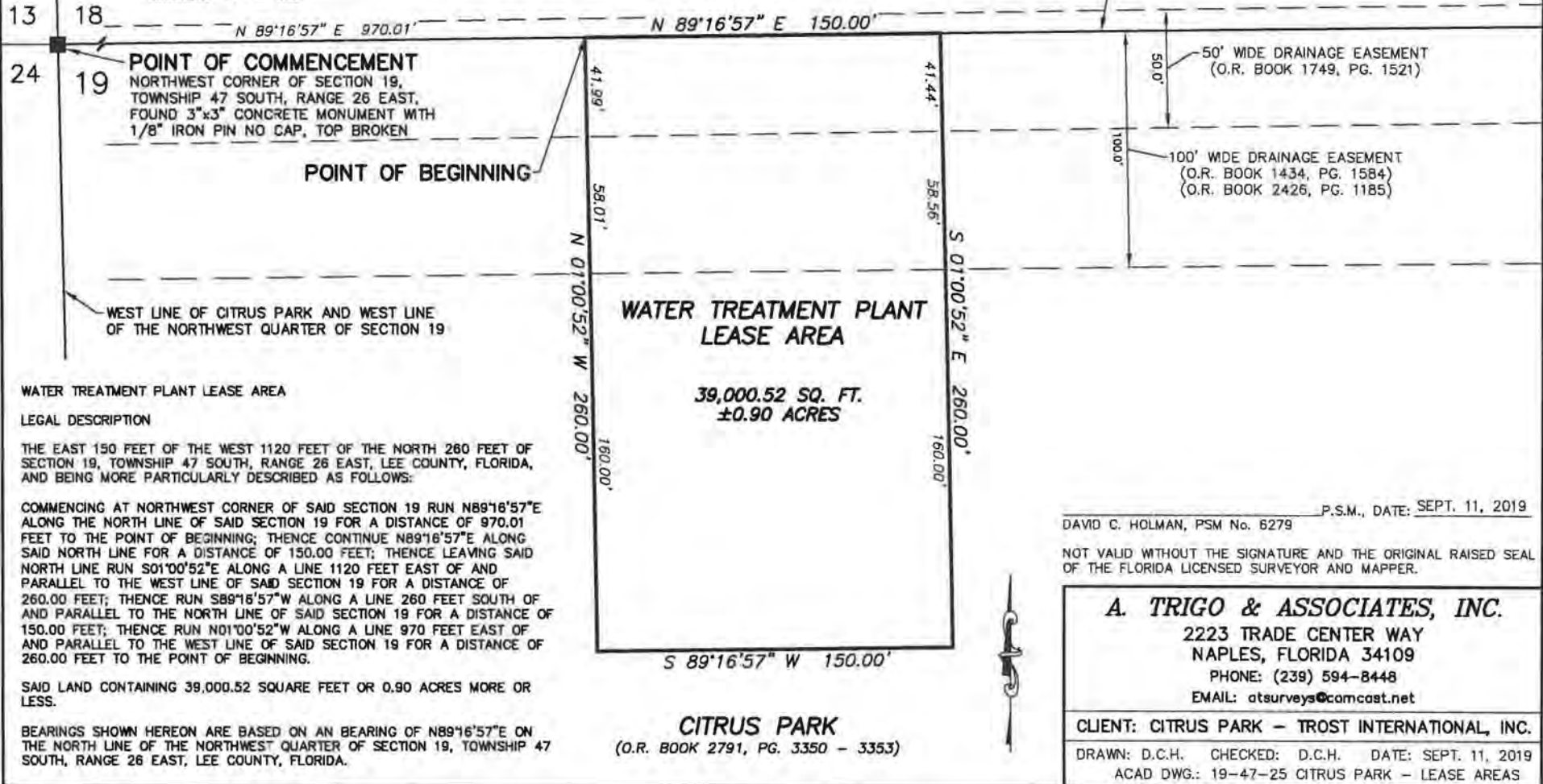


EXHIBIT L



COMPOSITE EXHIBIT M



★ LIFT STATION LOCATIONS

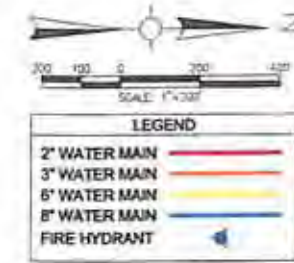




This schematic of the Citrus Park RV Resort potable water system relies upon information provided by others. It was compiled from available record information and interviews provided by Citrus Park staff. It has not been field-verified or surveyed.

Aerial Flight Date: January 2010

[illegible]



This schematic of the Citrus Park RV Resort potable water system relies upon information provided by others. It was compiled from available record information and interviews provided by Citrus Park staff. It has not been field-verified or surveyed.

Aerial Flight Date: January 2010

EXHIBIT N

(Late-Filed)

EXHIBIT O

(Late-Filed)

EXHIBIT P

(Late-Filed)

COMPOSITE EXHIBIT Q

WATER TARIFF

CPI CITRUS PARK UTILITY TRS, L.L.C.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

CPI CITRUS PARK UTILITY TRS, L.L.C.
NAME OF COMPANY

1001 Pennsylvania Ave., N.W., Suite 220
Washington, D.C. 22004
(ADDRESS OF COMPANY)

(202) 729-5800
(Business & Emergency Telephone Numbers)

David B. Daniel
ISSUING OFFICER

MANAGER
TITLE

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

CPI CITRUS PARK UTILITY TRS, L.L.C.WATER TARIFF

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Communities Served Listing	4.0
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Rules and Regulations	6.0
Service Availability Policy and Charges	17.1
Standard Forms	21.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - ____-W

COUNTY - LEE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-2019-____-FOF-WS	__/__/201__	2019____-WS	Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

CITRUS PARK - WATER SERVICE AREA - LEGAL DESCRIPTION

THE EAST 150 FEET OF THE WEST 1120 FEET OF THE NORTH 260 FEET OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID SECTION 19 RUN N89°16'57"E ALONG THE NORTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 970.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°16'57"E ALONG SAID NORTH LINE FOR A DISTANCE OF 150.00 FEET; THENCE LEAVING SAID NORTH LINE RUN S01°00'52"E ALONG A LINE 1120 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 260.00 FEET; THENCE RUN S89°16'57"W ALONG A LINE 260 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 150.00 FEET; THENCE RUN N01°00'52"W ALONG A LINE 970 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 39,000.52 SQUARE FEET OR 0.90 ACRES MORE OR LESS.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) Available	Sheet No.
Lee	Citrus Park Mobile Home and RV Park	GS,RS	12.0, 13.0
Lee	Bell Villa Property Owners Association, Inc.	GS	12.0

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

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 CPI Citrus Park Utility TRS, L.L.C.
- 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.

(Continued to Sheet No.5.1)

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 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.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter.....	10.0	21.0
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Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
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(Continued to Sheet No. 6.1)

 DAVID B. DANIEL
 ISSUING OFFICER

 MANAGER
 TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

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)

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

(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)

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

(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)

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

(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.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

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Service Availability Fees and Charges	18.0

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

GENERAL SERVICERATE 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 -
- RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 20.83
3/4"	\$ 31.25
1"	\$ 52.08
1 1/2"	\$ 104.15
2"	\$ 166.64
3"	\$ 364.53
4"	\$ 624.90
6"	\$1,301.88
8"	\$1,874.70

Charge per 1,000 gallons	\$3.05
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- 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 -
- TYPE OF FILING - Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

RESIDENTIAL SERVICERATE 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 -
- RATE -

Base Facility Charge

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 20.83
3/4"	\$ 31.25
1"	\$ 52.08
1 1/2"	\$ 104.15
2"	\$ 166.64

Charge per 1,000 gallons:	
0 – 3,000 gallons	\$1.27
Over 3,000 gallons	\$1.91

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 -

TYPE OF FILING - Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

RATE SCHEDULE

HELD FOR FUTURE USE

EFFECTIVE DATE -

TYPE OF FILING -

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.
WATER TARIFFCUSTOMER 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</u>	<u>General Service</u>
5/8" x 3/4"	\$50.00	\$50.00
1"	\$100.00	\$100.00
1 1/2"	\$200.00	\$200.00
Over 2"	\$200.00	\$500.00

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

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.

EFFECTIVE DATE -TYPE OF FILING - Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

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.

<u>Schedule of Miscellaneous Service Charges</u>	
Initial Connection Charge	\$30.00
Normal Reconnection Charge	\$30.00
Violation Reconnection Charge	Actual Cost (1)
Premises Visit Charge (in lieu of disconnection)	\$30.00
Late Payment Charge	\$7.50
Meter Damaging/Tampering	Actual Cost

(1) Actual Cost is equal to the total cost incurred for services.

(Continued on Sheet No. 17.1)

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

(Continued from Sheet No. 17.0)

RETURNED CHECK CHARGE

\$50.00 or less

\$50.01 to \$300.00

\$300.01 and above

*Pursuant to Florida Statute 68.065

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.
WATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

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DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

SERVICE AVAILABILITY POLICY

At the present time, the Utility does not intend to provide service to future customers.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.
WATER TARIFF

SERVICE AVAILABILITY CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>NOT APPLICABLE</u>	

EFFECTIVE DATE –
TYPE OF FILING –

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

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STANDARD BULK WATER SERVICES AGREEMENT...	24.0

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

APPLICATION FOR WATER SERVICE

At the present time, the Utility does not intend to provide service to future customers.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

COPY OF CUSTOMER'S BILL**CPI CITRUS PARK UTILITY TRS, L.L.C**

Bill To
Service Address

WATER/WASTEWATER

Billing Date	Invoice #

Account #	
Due Date	

Item	Service Period # of Days	Current Reading	Previous Reading	Usage	Rate	Amount
WATER SEWER						
				Total		
Payments/Credits				Balance Due		

Please notify Customer Service at ____ immediately upon receipt of your bill if you feel it is in error. Service will be disconnected in accordance with Rule 25-30.320, Fla. Admin. Code on accounts unpaid 30 days after billing date.

PAST DUE BALANCES ARE DUE NOW AND SUBJECT TO DISCONNECT.

If Past Due Balance is not received in the Utilities Office prior to shut off day, a reconnect fee may be assessed.

A late payment fee of \$7.50 will be added to accounts unpaid 30 days after the BILLING DATE.

Payments can be made by mail or in person at: ____

A dishonored check fee is assessed on any returned check in accordance with the Tariff.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

STANDARD BULK WATER SERVICES AGREEMENT

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

STANDARD BULK WATER SERVICE AGREEMENT

THIS BULK WATER SERVICE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of October, 2019, between CPI Citrus Park Utility TRS, L.L.C., a Delaware limited liability company (hereinafter the "Utility"), and Bell Villa Property Owners Association, Inc., a Florida not-for-profit corporation and its successors and assigns (hereinafter the "Purchaser") (individually "Party", and collectively the "Parties").

W I T N E S S E T H :

WHEREAS, the Purchaser and its members have been receiving master-metered water service from Citrus Park-Trost International, Inc. ("Citrus Park-Trost") pursuant to a Settlement Agreement entered October 14, 2014, by and between Citrus Park-Trost, the Purchaser, and Linda Morawski ("Settlement Agreement");

WHEREAS, Citrus Park-Trost provided said master-metered water service to the Purchaser from Citrus Park-Trost's water treatment and distribution facilities ("Water Facilities") located at its recreational vehicle and manufactured home community in Lee County, Florida commonly known as the Citrus Park RV Resort and Manufactured Home Community Park ("Citrus Park");

WHEREAS, under the Settlement Agreement the Purchaser is solely responsible for the cost of any necessary repairs, maintenance, improvements or other costs or expenses related to the potable water distribution system within the boundaries of the Bell Villa Subdivision in Lee County, Florida ("Subdivision");

WHEREAS, on June 10, 2019, Citrus Park-Trost sold Citrus Park along with its Water Facilities, to CPI Citrus Park Owner, L.L.C. ("CPI Citrus Park");

WHEREAS, CPI Citrus Park has conveyed the Water Facilities to the Utility, which is certificated by the Florida Public Service Commission ("FPSC") under Chapter 367, Florida Statutes as a water and wastewater utility, and is authorized to provide water and wastewater service pursuant to its FPSC-approved tariff ("Tariff");

WHEREAS, the Settlement Agreement provides in the event the Water Facilities are sold or converted to a utility company regulated by the State of Florida or other governmental agency, water service provided to the Purchaser and owners of improved lots within the Subdivision ("Lot Owners") shall be billed by the newly regulated company thereafter;

WHEREAS, in order to comply with the Settlement Agreement and reserve sufficient capacity on the Water Facilities for continued water service to the Purchaser, the Parties have determined that bulk water service is most effectively and efficiently provided to the Purchaser pursuant to the terms and conditions hereafter set forth;

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

WHEREAS, Purchaser has approved the purchase of water in bulk from the Utility under the terms and conditions of this Agreement, and has authorized _____ to execute the same on behalf of the Purchaser and its members; and,

WHEREAS, the Utility has agreed to sell water in bulk to the Purchaser in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration paid by Purchaser to Utility, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the Parties mutually covenant and agree, as follows:

1. Incorporation. The recitals set forth above are true and correct and are expressly incorporated herein in their entirety.
2. Term of Agreement. The term of the Agreement shall commence on the date hereof ("Effective Date") and shall continue for a period of 20 years unless otherwise set forth herein or agreed in writing by both Parties.
3. Bulk Water Services. During the term of the Agreement, the Utility shall furnish, and the Purchaser shall accept and pay for, bulk water services ("Bulk Water Services") at the Point of Connection hereinafter defined in accordance with the terms and conditions set forth herein.
4. Point of Connection. Water furnished by the Utility shall be delivered to the Purchaser at the single point where the Utility's Water Facilities are connected with the pipes of the Purchaser, as more specifically described in Exhibit "A" (the "Point of Connection "). Utility shall own all water facilities and appurtenances on its side of the Point of Connection up to and including the master meter ("Utility System"), and shall be responsible for the construction, operation and maintenance of the Utility System in accordance with its Tariff. The facilities, pipes and appurtenances on the Purchaser's side of the Point of Connection shall belong to Purchaser ("On-Site System"). The Purchaser shall be solely responsible for any necessary repairs, maintenance, improvements, or other costs or expenses related to its On-Site System.
5. Non-Utility Operations. In accordance with the procedures, timelines, and requirements set forth in Paragraph 10 of the Settlement Agreement, the Utility agrees to make necessary repairs, maintenance, improvements to Purchaser's On-Site System, and Purchaser agrees to pay the Utility for such repairs, maintenance, and improvements. For purposes of FPSC regulation, such work performed by the Utility under this Section 5 shall be recorded as non-utility operations, and payments received by the Utility from the Purchaser for such work shall be recorded as non-utility income.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

6. Quality.

During the term of this Agreement, the Utility shall furnish Bulk Water Services to the Purchaser which shall conform to the standards set forth in section 367.111, Florida Statutes. The Purchaser shall be responsible for the quality and pressure of water service on its side of the Point of Connection, and the Utility shall have no responsibility for the quality and pressure beyond the Point of Connection. In the event the Utility reasonably determines that the quality, size or type of materials utilized by the Purchaser to connect its On-Site System to the Utility System are in any way defective or below accepted water utility industry standards, the Utility shall have the right to demand that the Purchaser correct any such problems at the Purchaser's cost. Failure of the Purchaser to correct such problems shall be grounds for discontinuance of service by the Utility.

7. Rate for Bulk Water Service. The rate that the Purchaser will pay the Utility for Bulk Water Service shall be the rate set forth in the Utility's Tariff. The Parties recognize and acknowledge that the jurisdiction over the rates and charges of the Utility are governed by the FPSC, and the FPSC may from time to time revise those rates and charges which will then apply to this Agreement.

8. Sole Provider. The Utility is entering into this Agreement for the convenience of the Purchaser and the Lot Owners, and has made substantial investments to provide the Bulk Water Service required by Purchaser. Purchaser therefore agrees it, its members and the Lot Owners will not seek nor will they accept water service from any entity other than the Utility during the term of the Agreement without the express written consent of the Utility. Any attempts by the Purchaser, its members, or the Lot Owners to do so shall constitute a breach of the Agreement and entitle the Utility to discontinue Bulk Water Service, and to any other and all of the remedies set forth in Sections 10 (d) and 15, including but not limited to specific performance and other injunctive relief.

9. Successors; Assignment. This Agreement shall be binding on, and shall inure to the benefit of the successors and permitted assigns of the Utility and the Purchaser. The Purchaser shall not assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of the Utility, which consent may be withheld in the Utility's sole discretion of the Utility. The Utility may, upon notice to the Purchaser, assign this Agreement, in whole or in part, or any or all of the Utility's rights or obligations under this Agreement, without the consent of the Purchaser.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

10. Default and Termination.

(a) Notice of Default. Except in the event of any Default in the payment of money for which an invoice has issued hereunder, neither Party shall exercise any right or remedy provided for in this Agreement or allowed by law due to the occurrence of an Event of Default by the other unless such Party shall have first given written notice thereof to the defaulting Party and the defaulting Party shall have failed to cure such Event of Default within thirty (30) days after receipt of such notice; provided, however, that if the Default consists of something (a) other than the failure to pay money and (b) which cannot reasonably be cured within thirty (30) days, the non-defaulting Party shall not exercise any such right or remedy if the defaulting Party begins promptly to cure the Default within the thirty (30) days after the notice thereof, and continues in good faith and with due diligence to completely cure said Default, the period for cure of such Event of Default shall be extended for an additional sixty (60) Days or such other longer period agreed to in writing by both Parties.

(b) Events of Default by the Utility. Except in an Event of Force Majeure set forth in Section 20, any one of the following events shall constitute an Event of Default by the Utility:

- i. Failure to Provide Bulk Water Service. If and only if the Purchaser is ready, willing and able to receive Bulk Water Service and Utility fails to provide Bulk Water Service as required by this Agreement and fails to cure or remedy that default within the time prescribed in Section 10 (a).
- ii. Failure to Perform Other Obligations. The Utility violates, fails to perform or breaches any other material covenant or provision required to be performed or observed by Utility under this Agreement, and fails to cure or remedy that default within the time prescribed in Section 10 (a).

(c) Events of Default by Purchaser. Any one of the following events shall constitute an "Purchaser Event of Default":

- i. Failure to Pay. Purchaser does not pay in full any and all sums due to Utility within the time prescribed in the Tariff or this Agreement.
- ii. Failure to Perform Other Obligations. Purchaser violates, fails to perform or breaches any other material covenant or provision required to be performed or observed by Purchaser under this Agreement, beyond any curative period under the terms of the Agreement.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

- iii. Insolvency or Bankruptcy. Purchaser becomes insolvent or bankrupt; provided, however, that any proceeding brought by anyone other than Purchaser under any bankruptcy, reorganization arrangement, insolvency, receivership or similar law shall not constitute a Default until such proceeding, decree, judgment or order has continued unstayed for more than sixty (60) consecutive days or upon the entry of an order for relief in any bankruptcy proceeding or similar order confirming the propriety of such proceeding adverse to Purchaser.
 - iv. Breach of Representation. Purchaser makes any representation herein that it knows is false or misleading in any material respect when made.
- (d) Remedies and Certain Other Defaults.
- i. Upon the occurrence of an Event of Default set forth in Section 10 (b) or 10 (c), the non-defaulting Party, in addition to any other remedy it may have under this Agreement and/or the law, may exercise one or both of the following remedies: (a) institute legal proceedings to recover all amounts then due and payable and/or obtain injunctive relief; and/or (b) terminate this Agreement by thirty (30) days written notice to the defaulting Party. Within thirty (30) days following the date of any termination pursuant to Section 10 (d), the defaulting Party shall pay to the non-defaulting Party all amounts then owing under this Agreement.
 - ii. In addition to the remedies authorized by subsection (a), if a Section 10 (c) i. Purchaser Event of Default occurs, Purchaser agrees that Utility may suspend Bulk Water Service to Purchaser in accordance with the Tariff until all sums due Utility have been paid.
 - iii. If a Purchaser Event of Default would jeopardize the safe, efficient or economic operation of Utility System or poses the threat of loss, harm or damage to any equipment or system serving any other customer or customers of Utility, Purchaser agrees that Utility may immediately suspend service to Purchaser and take such other action, all without liability to Purchaser, as may be appropriate under the circumstances until the condition has been corrected to Utility's satisfaction. During the time service is suspended under this subsection (iii), Purchaser shall be excused from its minimum monthly purchase obligations as provided herein.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

(e) Dispute Resolution. Except as expressly provided elsewhere in this Agreement, neither Party shall institute any legal action until such Party has made reasonable efforts to resolve such dispute in accordance with this Section 10 (e). As soon as one Party notifies the other of the existence of such dispute in writing, authorized representatives of the Parties shall meet within fifteen (15) days of receipt of such notice and attempt in good faith to amicably resolve the dispute. In the event the Parties are unable to resolve the dispute in the manner set forth in the preceding sentence, the disputing Party shall be entitled to initiate litigation of such dispute. For the avoidance of doubt, this Section 10 (e) shall not prevent a Party from instituting or exercising any contractual remedy expressly set forth in this Agreement.

11. Sale of the Utility. If the Utility is sold or conveyed to a utility company owned or controlled by a governmental entity, a utility company regulated by the FPSC, or a not-for-profit cooperative utility, the Utility may in its discretion terminate this Agreement upon the effective date of such sale or conveyance.

12. Transfer and Binding Effect of Bulk Water Service Agreement on Successors and Assigns. Except as provided in Section 9, all of the provisions of this Agreement, including those relating to the required payment for service shall be an obligation running with ownership of the On-Site System and shall be binding upon any successor, assignee, or any other party who holds or has an interest in the On-Site System.

13. Governing Law. This Agreement will be construed, interpreted, enforced and governed by and under the laws of the State of Florida. The language of this Agreement shall not be interpreted in favor of or against any Party as the drafter of this Agreement.

14. Entire Agreement. This Agreement (including any and all exhibits hereto) contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

15. Remedies; Specific Performance; Waiver of Trial by Jury. The Parties hereto may in law or in equity enforce or compel the specific performance of this Agreement, and shall otherwise have all remedies provided by applicable United States of America, State of Florida, and local laws, ordinances, rules, and regulations, except that the Purchaser shall not seek or recover monetary damages against the Utility or its agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. **Each Party irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory).**

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

16. Attorney Fees. Notwithstanding the aforesaid limitation on money damages, the prevailing Party in any judicial or administrative proceeding brought for enforcement or breach of any provision of this Agreement shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial or administrative proceeding.

17. Waivers, Modifications, Amendments. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by both Parties. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or in the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and in addition to other or further remedies provided by law or equity; provided, however, that no Party shall be permitted or entitled to bring an action for or otherwise recover consequential or punitive damages.

18. Notices. All notices, demands, consents, approvals and other communications which may be or are required to be given by either of the Parties under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) a nationally recognized overnight delivery service (such as Federal Express, or UPS Next Day Air) with all postage and delivery charges paid by the sender and addressed to the Utility or Purchaser, as applicable as set forth below. Such notices delivered by hand or overnight delivery service shall be deemed received on the date of delivery and, if mailed, shall be deemed received upon the earlier of actual receipt or two (2) days after mailing. Said notice addresses are as follows (and the Utility and Purchaser shall have the right to designate changes to their respective notice addresses, effective five (5) days after the delivery of written notice thereof):

To Utility:

CPI CITRUS PARK UTILITY TRS, L.L.C.
1001 Pennsylvania Avenue NW
Suite 220 South
Washington, D.C. 20004
Attn: Alison Ando

To Purchaser:

[INSERT]

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

19. Indemnification.

(a) By Purchaser. Purchaser agrees to indemnify, defend and hold harmless the Utility, CPI Citrus Park, and all of their affiliates and their respective directors, officers agents and employees from and against any and all claims arising or resulting from (i) the wrongful or negligent acts or omissions of Purchaser or its contractors, subcontractors, directors, officers, employees, agents, invitees, successors or assigns, (ii) any failure by Purchaser or its contractors, subcontractors, directors, officers, employees, agents invitees, successors or assigns to comply with the requirements of any applicable law or (iii) any breach of this Agreement by Purchaser, except to the extent such claim arose or resulted from Utility's gross negligence or willful misconduct.

(b) By Utility. The Utility agrees to indemnify, defend and hold harmless the Purchaser from and against any and all actual damages directly arising or resulting from: (i) the wrongful or negligent acts or omissions of Utility in connection with the performance of the Utility's obligations hereunder; (ii) any failure by Utility to comply with the requirements of any applicable law; or (iii) any material breach of this Agreement by Utility, except to the extent such claim arose or resulted from Purchaser's gross negligence or willful misconduct.

20. No Third Party Beneficiaries. Nothing in this Agreement inure to the benefit of anyone not a Party to this Agreement.

21. Force Majeure. In the event the Utility's performance under this Agreement is prevented or interrupted by an Event of Force Majeure, the Utility shall not be liable for such non-performance, and the time for performance shall be extended for such time period that the Utility is diligently attempting to perform. For purposes of this Agreement, "Event of Force Majeure" shall include, but not be limited to, the following to the extent outside the reasonable control of the Party seeking to be excused from performance by such Event of Force Majeure: (a) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes or tornadoes, sink holes, floods, washouts, explosions; (b) physical damage or breakage to machinery or equipment or lines of pipe, which damage or breakage results through no fault of the Party claiming the Force Majeure Event; (c) extreme weather related events affecting an entire geographic region, such as unusually low temperatures which cause freezing or failure of wells, pumps, or lines of pipe; (d) delay, unavailability, interruption or reduction in the supply of water or the supply of electric or gas utility services to the Utility System; (e) other acts such as strikes, lockouts or other labor disturbances not commenced by employees of Utility, riots, sabotage, insurrections, wars, or acts of terror; (f) acts of any public, governmental, or regulatory authority, commission, board or agency which would have a material adverse effect on the Utility's financial condition, business or operations. or (g) any judgment or restraining order or injunction of any court. An Event of Force Majeure does not include acts of negligence or intentional wrongdoing by, or facts or circumstances resulting from the negligence or intentional wrongdoing of or by the Party claiming Force Majeure.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

CPI CITRUS PARK UTILITY TRS, L.L.C.

WATER TARIFF

22. Suspension of Performance. When necessary to make repairs to, or changes in the Utility System, the Utility may, without incurring any liability, suspend Bulk Water Service for such periods as may be reasonably necessary. The Utility will notify the Purchaser as far in advance as possible, and such repairs or changes at times or for periods that are mutually agreeable. During such suspension Purchaser shall be excused from minimum monthly gallon purchase as provided herein.

23. Maintenance By Purchaser. Accidents or other causes resulting in waste or loss of water after delivery to the master meter shall not entitle Purchaser to any adjustment or reduction in bills or water delivered hereunder. Purchaser will properly care for and maintain all water mains and other pertinences served by water hereunder and will prevent excessive leakage and waste therefrom.

24. Tariff. Except as otherwise set forth herein, the terms, conditions, rates, charges, and billing procedures for Bulk Water Services provided pursuant to this Agreement are governed by the Utility's Tariff.

25. Severability. The invalidity or unenforceability of any provision or part of the Agreement shall not affect the remainder of the provision or any other provisions hereof. This Agreement shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

26. Conflict with Other Agreements. If any of the terms of this Agreement shall conflict in any respect with any of the terms of the Settlement Agreement, the terms of this Agreement shall prevail and control.

27. Memorandum of Agreement. Upon execution of this Agreement, at the request of either Party, the Parties shall execute and deliver a short form memorandum of, or other instrument evidencing, this Agreement in form and substance reasonably acceptable to the Parties. Thereafter, either Party, at its sole cost and expense, shall be entitled to record such memorandum or instrument in the Official Records Book of Lee County, Florida.

28. The Purchaser not a Public Utility. Nothing in this Agreement is intended to make or render the Purchaser a regulated water utility under Chapter 367, Florida Statutes.

WHEREFORE, the Parties have executed this Bulk Water Service Agreement as of the date hereinabove stated.

[SIGNATURES FOLLOW]

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

CPI CITRUS PARK UTILITY TRS, L.L.C.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

CPI CITRUS PARK UTILITY TRS, L.L.C.

NAME OF COMPANY

1001 Pennsylvania Ave., N.W., Suite 220
Washington, D.C. 22004

(ADDRESS OF COMPANY)

(202) 729-5800

(Business & Emergency Telephone Numbers)

David B. Daniel

ISSUING OFFICER

MANAGER

TITLE

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

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DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 3.0

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - LEE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 3.1

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

CITRUS PARK - WASTEWATER SERVICE AREA - LEGAL DESCRIPTION

THE WEST 440 FEET OF THE SOUTH 1070 FEET OF THE NORTH 1310 FEET OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID SECTION 19 RUN S01°00'52"E ALONG THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE RUN N89°16'57"E ALONG A LINE 240 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 440.01 FEET; THENCE RUN S01°00'52"E ALONG A LINE 440 FEET EAST OF AND PARALLEL TO THE SAID WEST LINE FOR A DISTANCE OF 1070.01 FEET; THENCE RUN S89°16'57"W ALONG A LINE 1370 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 440.01 FEET; THENCE RUN N01°00'52"W ALONG SAID WEST LINE FOR A DISTANCE OF 1070.01 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 470,806.33 SQUARE FEET OR 10.81 ACRES MORE OR LESS.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 4.0

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) Available	Sheet No.
Lee	Citrus Park Mobile Home and RV Park	GS, RS	12.0, 13.0

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is CPI CITRUS PARK UTILITY TRS, L.L.C.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

RULES AND REGULATIONS

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

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.

- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service,@ prepared by the Florida Public Service Commission.

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

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

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

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

(Continued on Sheet No. 8.0)

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

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

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

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

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

(Continued on Sheet No. 9.0)

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

A municipal or county franchise tax levied upon a water or wastewater public utility 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 utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 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.
- 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 or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited 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.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 11.0

WASTEWATER TARIFF

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

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

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 -

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 73.35
3/4"	\$ 110.03
1"	\$ 183.38
1 1/2"	\$ 366.75
2"	\$ 586.80
3"	\$ 1,283.63
4"	\$ 2,200.50
6"	\$ 4,584.38

Charge per 1,000 gallons \$ 4.18

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 13.0

WASTEWATER TARIFF

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 -
- RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
All customers	\$ 73.35
Charge per 1,000 gallons 10,000 gallon maximum	\$ 4.18

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$ 150.00	\$ 150.00
1"	\$ 200.00	\$ 200.00
1 1/2"	\$ 500.00	\$ 500.00
Over 2"	\$ 500.00	\$1,000.00

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 Rule 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 Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Charge	\$ <u>\$30.00</u>
Normal Reconnection Charge	\$ <u>\$30.00</u>
Violation Reconnection Charge	\$ Actual Cost
Premises Visit Charge (in lieu of disconnection)	\$ <u>\$30.00</u>

EFFECTIVE DATE

TYPE OF FILING - Original Certificate

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

WASTEWATER TARIFF

ORIGINAL SHEET NO. 16.0

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

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

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 17.0

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

At the present time, the Utility does not intend to provide service to future customers.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 18.0

WASTEWATER TARIFF

SERVICE AVAILABILITY CHARGES

NOT APPLICABLE

EFFECTIVE DATE –

TYPE OF FILING –

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 19.0

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	21.0
STANDARD BULK WATER AND WASTEWATER SERVICES AGREEMENT.....	22.0

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 20.0

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

At the present time, the Utility does not intend to provide service to future customers.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 21.0

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

CPI CITRUS PARK UTILITY TRS, L.L.C

Bill To
Service Address

WATER/WASTEWATER

Billing Date	Invoice #

Account #	
Due Date	

Item	Service Period # of Days	Current Reading	Previous Reading	Usage	Rate	Amount
WATER SEWER						
				Total		
Payments/Credits				Balance Due		

Please notify Customer Service at ____ immediately upon receipt of your bill if you feel it is in error.
Service will be disconnected in accordance with Rule 25-30.320, Fla. Admin. Code on accounts unpaid
30 days after billing date.
PAST DUE BALANCES ARE DUE NOW AND SUBJECT TO DISCONNECT.
If Past Due Balance is not received in the Utilities Office prior to shut off day, a reconnect fee may bel
be assessed.
A late payment fee of \$7.50 will be added to accounts unpaid 30 days after the BILLING DATE.
Payments can be made by mail or in person at: ____
A dishonored check fee is assessed on any returned check in accordance with the Tariff.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 22.0

WASTEWATER TARIFF

STANDARD BULK WATER AND WASTEWATER SERVICES AGREEMENT

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

STANDARD BULK WATER AND WASTEWATER SERVICES AGREEMENT

THIS BULK WATER SERVICE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of September, 2019, between CPI Citrus Park Utility TRS, L.L.C., a Delaware limited liability company (hereinafter the "Utility"), and CPI Citrus Park Owner, L.L.C. ("Purchaser"), a Delaware limited liability company and its successors and assigns (hereinafter the "Purchaser") (individually "Party", and collectively the "Parties").

W I T N E S S E T H :

WHEREAS, prior to June 10, 2019 Citrus Park-Trost International, Inc. ("Citrus Park-Trost") provided master-metered water and wastewater services to its recreational vehicle and manufactured home community in Lee County, Florida commonly known as the Citrus Park RV Resort and Manufactured Home Community Park ("Mobile Home Park") from Citrus Park-Trost's water and wastewater treatment and distribution facilities ("Water and Wastewater Facilities") located at the Mobile Home Park;

WHEREAS, on June 10, 2019, Citrus Park-Trost sold its Mobile Home Park along with its Water and Wastewater Facilities to Purchaser;

WHEREAS, Purchaser has conveyed the Water and Wastewater Facilities to the Utility, which is certificated by the Florida Public Service Commission ("FPSC") under Chapter 367, Florida Statutes as a water and wastewater utility, and is authorized to provide water and wastewater service pursuant to its FPSC-approved tariff ("Tariff");

WHEREAS, the Parties have determined that bulk water and wastewater service is most effectively and efficiently provided to the Purchaser pursuant to the terms and conditions hereafter set forth;

WHEREAS, Purchaser has approved the purchase of water and wastewater services in bulk from the Utility under the terms and conditions of this Agreement; and,

WHEREAS, the Utility has agreed to sell water and wastewater services in bulk to the Purchaser in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration paid by Purchaser to Utility, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the Parties mutually covenant and agree, as follows:

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

1. Incorporation. The recitals set forth above are true and correct and are expressly incorporated herein in their entirety.

2. Term of Agreement. The term of the Agreement shall commence on the date hereof ("Effective Date") and shall continue for a period of 20 years unless otherwise set forth herein or agreed in writing by both Parties.

3. Bulk Water and Wastewater Services. During the term of the Agreement, the Utility shall furnish, and the Purchaser shall accept and pay for, bulk water and wastewater services ("Bulk Services") at the Point of Connections hereinafter defined in accordance with the terms and conditions set forth herein.

4. Point of Connection. Bulk Services furnished by the Utility shall be delivered to the Purchaser at the points where the Utility's Water and Wastewater Facilities are connected with the pipes of the Purchaser, as more specifically described in Exhibit "A" (the "Points of Connection"). Utility shall own all water and wastewater facilities and appurtenances on its side of the Points of Connection up to and including the master meters ("Utility System"), and shall be responsible for the construction, operation and maintenance of the Utility System in accordance with its Tariff. The facilities, pipes and appurtenances on the Purchaser's side of the Point of Connection shall belong to Purchaser ("On-Site System"). The Purchaser shall be solely responsible for any necessary repairs, maintenance, improvements, or other costs or expenses related to its On-Site System.

5. Quality.

During the term of this Agreement, the Utility shall furnish Bulk Services to the Purchaser which shall conform to the standards set forth in section 367.111, Florida Statutes. The Purchaser shall be responsible for the quality and pressure of Bulk Services on its side of the Points of Connection, and the Utility shall have no responsibility for the quality or pressure beyond the Points of Connection. In the event the Utility reasonably determines that the quality, size or type of materials utilized by the Purchaser to connect its On-Site System to the Utility System are in any way defective or below accepted water and wastewater utility industry standards, the Utility shall have the right to demand that the Purchaser correct any such problems at the Purchaser's cost. Failure of the Purchaser to correct such problems shall be grounds for discontinuance of service by the Utility.

6. Rates for Bulk Service. The rate that the Purchaser will pay the Utility for Bulk Service shall be the rates set forth in the Utility's Tariff. The Parties recognize and acknowledge that the jurisdiction over the rates and charges of the Utility are governed by the FPSC, and the FPSC may from time to time revise those rates and charges which will then apply to this Agreement.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

7. Sole Provider. The Utility is entering into this Agreement for the convenience of the Purchaser and its tenants in the Mobile Home Park, and has made substantial investments to provide the Bulk Services required by Purchaser. Purchaser therefore agrees it and its tenants will not seek nor will they accept water or wastewater service from any entity other than the Utility during the term of the Agreement without the express written consent of the Utility. Any attempts by the Purchaser or its tenants to do so shall constitute a breach of the Agreement and entitle the Utility to discontinue Bulk Services, and to any other and all of the remedies set forth in Sections 10(d) and 15, including but not limited to specific performance and other injunctive relief.

8. Successors; Assignment. This Agreement shall be binding on, and shall inure to the benefit of the successors and permitted assigns of the Utility and the Purchaser. The Purchaser shall not assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of the Utility, which consent may be withheld in the Utility's sole discretion of the Utility. The Utility may, upon notice to the Purchaser, assign this Agreement, in whole or in part, or any or all of the Utility's rights or obligations under this Agreement, without the consent of the Purchaser.

9. Default and Termination.

(a) Notice of Default. Except in the event of any Default in the payment of money for which an invoice has issued hereunder, neither Party shall exercise any right or remedy provided for in this Agreement or allowed by law due to the occurrence of an Event of Default by the other unless such Party shall have first given written notice thereof to the defaulting Party and the defaulting Party shall have failed to cure such Event of Default within thirty (30) days after receipt of such notice; provided, however, that if the Default consists of something (a) other than the failure to pay money and (b) which cannot reasonably be cured within thirty (30) days, the non-defaulting Party shall not exercise any such right or remedy if the defaulting Party begins promptly to cure the Default within the thirty (30) days after the notice thereof, and continues in good faith and with due diligence to completely cure said Default, the period for cure of such Event of Default shall be extended for an additional sixty (60) Days or such other longer period agreed to in writing by both Parties.

(b) Events of Default by the Utility. Except in an Event of Force Majeure set forth in Section 20, any one of the following events shall constitute an Event of Default by the Utility:

- i. Failure to Provide Bulk Services. If and only if the Purchaser is ready, willing and able to receive Bulk Services and Utility fails to provide Bulk Services as required by this Agreement and fails to cure or remedy that default within the time prescribed in Section 9 (a).

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

- ii. Failure to Perform Other Obligations. The Utility violates, fails to perform or breaches any other material covenant or provision required to be performed or observed by Utility under this Agreement, and fails to cure or remedy that default within the time prescribed in Section 9 (a).

(c) Events of Default by Purchaser. Any one of the following events shall constitute an "Purchaser Event of Default":

- i. Failure to Pay. Purchaser does not pay in full any and all sums due to Utility within the time prescribed in the Tariff or this Agreement.
- ii. Failure to Perform Other Obligations. Purchaser violates, fails to perform or breaches any other material covenant or provision required to be performed or observed by Purchaser under this Agreement, beyond any curative period under the terms of the Agreement.
- iii. Insolvency or Bankruptcy. Purchaser becomes insolvent or bankrupt; provided, however, that any proceeding brought by anyone other than Purchaser under any bankruptcy, reorganization arrangement, insolvency, receivership or similar law shall not constitute a Default until such proceeding, decree, judgment or order has continued unstayed for more than sixty (60) consecutive days or upon the entry of an order for relief in any bankruptcy proceeding or similar order confirming the propriety of such proceeding adverse to Purchaser.
- iv. Breach of Representation. Purchaser makes any representation herein that it knows is false or misleading in any material respect when made.

(d) Remedies and Certain Other Defaults.

- i. Upon the occurrence of an Event of Default set forth in Section 10 (b) or 10 (c), the non-defaulting Party, in addition to any other remedy it may have under this Agreement and/or the law, may exercise one or both of the following remedies: (a) institute legal proceedings to recover all amounts then due and payable and/or obtain injunctive relief; and/or (b) terminate this Agreement by thirty (30) days written notice to the defaulting Party. Within thirty (30) days following the date of any termination pursuant to Section 10 (d), the defaulting Party shall pay to the non-defaulting Party all amounts then owing under this Agreement.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

- ii. In addition to the remedies authorized by subsection (a), if a Section 10 (c) i. Purchaser Event of Default occurs, Purchaser agrees that Utility may suspend Bulk Services to Purchaser in accordance with the Tariff until all sums due Utility have been paid.
- iii. If a Purchaser Event of Default would jeopardize the safe, efficient or economic operation of Utility System or poses the threat of loss, harm or damage to any equipment or system serving any other customer or customers of Utility, Purchaser agrees that Utility may immediately suspend service to Purchaser and take such other action, all without liability to Purchaser, as may be appropriate under the circumstances until the condition has been corrected to Utility's satisfaction. During the time service is suspended under this subsection (iii), Purchaser shall be excused from its minimum purchase obligations as provided herein.

(e) Dispute Resolution. Except as expressly provided elsewhere in this Agreement, neither Party shall institute any legal action until such Party has made reasonable efforts to resolve such dispute in accordance with this Section 10 (e). As soon as one Party notifies the other of the existence of such dispute in writing, authorized representatives of the Parties shall meet within fifteen (15) days of receipt of such notice and attempt in good faith to amicably resolve the dispute. In the event the Parties are unable to resolve the dispute in the manner set forth in the preceding sentence, the disputing Party shall be entitled to initiate litigation of such dispute. For the avoidance of doubt, this Section 10 (e) shall not prevent a Party from instituting or exercising any contractual remedy expressly set forth in this Agreement.

10. Sale of the Utility. If the Utility is sold or conveyed to a utility company owned or controlled by a governmental entity, a utility company regulated by the FPSC, or a not-for-profit cooperative utility, the Utility may in its discretion terminate this Agreement upon the effective date of such sale or conveyance.

11. Transfer and Binding Effect of Bulk Water and Wastewater Services Agreement on Successors and Assigns. Except as provided in Section 9, all of the provisions of this Agreement, including those relating to the required payment for service shall be an obligation running with ownership of the On-Site System and shall be binding upon any successor, assignee, or any other party who holds or has an interest in the On-Site System.

12. Governing Law. This Agreement will be construed, interpreted, enforced and governed by and under the laws of the State of Florida. The language of this Agreement shall not be interpreted in favor of or against any Party as the drafter of this Agreement.

13. Entire Agreement. This Agreement (including any and all exhibits hereto) contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

14. Remedies; Specific Performance; Waiver of Trial by Jury. The Parties hereto may in law or in equity enforce or compel the specific performance of this Agreement, and shall otherwise have all remedies provided by applicable United States of America, State of Florida, and local laws, ordinances, rules, and regulations, except that the Purchaser shall not seek or recover monetary damages against the Utility or its agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. **Each Party irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory).**

15. Attorney Fees. Notwithstanding the aforesaid limitation on money damages, the prevailing Party in any judicial or administrative proceeding brought for enforcement or breach of any provision of this Agreement shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial or administrative proceeding.

16. Waivers, Modifications, Amendments. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by both Parties. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or in the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and in addition to other or further remedies provided by law or equity; provided, however, that no Party shall be permitted or entitled to bring an action for or otherwise recover consequential or punitive damages.

17. Notices. All notices, demands, consents, approvals and other communications which may be or are required to be given by either of the Parties under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) a nationally recognized overnight delivery service (such as Federal Express, or UPS Next Day Air) with all postage and delivery charges paid by the sender and addressed to the Utility or Purchaser, as applicable as set forth below. Such notices delivered by hand or overnight delivery service shall be deemed received on the date of delivery and, if mailed, shall be deemed received upon the earlier of actual receipt or two (2) days after mailing. Said notice addresses are as follows (and the Utility and Purchaser shall have the right to designate changes to their respective notice addresses, effective five (5) days after the delivery of written notice thereof):

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

To Utility:

CPI CITRUS PARK UTILITY TRS, L.L.C.
1001 Pennsylvania Avenue NW
Suite 220 South
Washington, D.C. 20004
Attn: Alison Ando

To Purchaser:

CPI CITRUS PARK OWNER, L.L.C.
1001 Pennsylvania Ave., NW Suite 220 South
Washington, DC 20004
Attention: Scott Jenkins and Pierre Molster

and

CPI CITRUS PARK OWNER, L.L.C.
1001 Pennsylvania Ave., NW Suite 220 South
Washington, DC 20004
Attention: Alison Ando

18. Indemnification.

(a) By Purchaser. Purchaser agrees to indemnify, defend and hold harmless the Utility, and all of its affiliates and their respective directors, officers agents and employees from and against any and all claims arising or resulting from (i) the wrongful or negligent acts or omissions of Purchaser or its contractors, subcontractors, directors, officers, employees, agents, invitees, successors or assigns, (ii) any failure by Purchaser or its contractors, subcontractors, directors, officers, employees, agents invitees, successors or assigns to comply with the requirements of any applicable law or (iii) any breach of this Agreement by Purchaser, except to the extent such claim arose or resulted from Utility's gross negligence or willful misconduct.

(b) By Utility. The Utility agrees to indemnify, defend and hold harmless the Purchaser from and against any and all actual damages directly arising or resulting from: (i) the wrongful or negligent acts or omissions of Utility in connection with the performance of the Utility's obligations hereunder; (ii) any failure by Utility to comply with the requirements of any applicable law; or (iii) any material breach of this Agreement by Utility, except to the extent such claim arose or resulted from Purchaser's gross negligence or willful misconduct.

19. No Third Party Beneficiaries. Nothing in this Agreement inure to the benefit of anyone not a Party to this Agreement.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

20. Force Majeure. In the event the Utility's performance under this Agreement is prevented or interrupted by an Event of Force Majeure, the Utility shall not be liable for such non-performance, and the time for performance shall be extended for such time period that the Utility is diligently attempting to perform. For purposes of this Agreement, "Event of Force Majeure" shall include, but not be limited to, the following to the extent outside the reasonable control of the Party seeking to be excused from performance by such Event of Force Majeure: (a) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes or tornadoes, sink holes, floods, washouts, explosions; (b) physical damage or breakage to machinery or equipment or lines of pipe, which damage or breakage results through no fault of the Party claiming the Force Majeure Event; (c) extreme weather related events affecting an entire geographic region, such as unusually low temperatures which cause freezing or failure of wells, pumps, or lines of pipe; (d) delay, unavailability, interruption or reduction in the supply of water or wastewater service or the supply of electric or gas utility services to the Utility System; (e) other acts such as strikes, lockouts or other labor disturbances not commenced by employees of Utility, riots, sabotage, insurrections, wars, or acts of terror; (f) acts of any public, governmental, or regulatory authority, commission, board or agency which would have a material adverse effect on the Utility's financial condition, business or operations. or (g) any judgment or restraining order or injunction of any court. An Event of Force Majeure does not include acts of negligence or intentional wrongdoing by, or facts or circumstances resulting from the negligence or intentional wrongdoing of or by the Party claiming Force Majeure.

21. Suspension of Performance. When necessary to make repairs to, or changes in the Utility System, the Utility may, without incurring any liability, suspend Bulk Services for such periods as may be reasonably necessary. The Utility will notify the Purchaser as far in advance as possible, and such repairs or changes at times or for periods that are mutually agreeable. During such suspension Purchaser shall be excused from minimum monthly gallon purchase as provided herein.

22. Maintenance By Purchaser. Accidents or other causes resulting in waste or loss of water after delivery to the master meter shall not entitle Purchaser to any adjustment or reduction in bills or water or wastewater services delivered hereunder. Purchaser will properly care for and maintain all water and wastewater mains, lines and other pertinences served by water and wastewater hereunder and will prevent excessive leakage and waste therefrom.

23. Tariff. Except as otherwise set forth herein, the terms, conditions, rates, charges, and billing procedures for Bulk Services provided pursuant to this Agreement are governed by the Utility's Tariff.

24. Severability. The invalidity or unenforceability of any provision or part of the Agreement shall not affect the remainder of the provision or any other provisions hereof. This Agreement shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY
CPI CITRUS PARK UTILITY TRS, L.L.C.

ORIGINAL SHEET NO. 22.9

WASTEWATER TARIFF

25. Memorandum of Agreement. Upon execution of this Agreement, at the request of either Party, the Parties shall execute and deliver a short form memorandum of, or other instrument evidencing, this Agreement in form and substance reasonably acceptable to the Parties. Thereafter, either Party, at its sole cost and expense, shall be entitled to record such memorandum or instrument in the Official Records Book of Lee County, Florida.

26. The Purchaser not a Public Utility. Nothing in this Agreement is intended to make or render the Purchaser a regulated water or wastewater utility under Chapter 367, Florida Statutes.

WHEREFORE, the Parties have executed this Bulk Water and Wastewater Services Agreement as of the date hereinabove stated.

[SIGNATURES FOLLOW]

DAVID B. DANIEL
ISSUING OFFICER

MANAGER
TITLE