

ROYAL WATERWORKS, INC.

August 21, 2019

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FPSC - COMMISSION CLERK

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

RECEIVED-FPSC
2019 AUG 29 AM 9:01
COMMISSION CLERK

Re: Application for transfer of water and wastewater systems of Royal Utility Company and Water Certificate No. 259-W and Wastewater Certificate 199-S to Royal Waterworks, Inc. in Broward County

Request for New Class of Service – Private Fire Protection – Pursuant to Section 367.091, Florida Statutes and Rule 25-30.465, Florida Administrative Code

Request for Miscellaneous Service Charges - Pursuant to Section 367.091, Florida Statutes and Rule 25-30.460, Florida Administrative Code

Request for Customer Deposits - Pursuant to Section 367.091, Florida Statutes and Rule 25-30.311, Florida Administrative Code

Request for Positive Acquisition Adjustment – Pursuant to Rule 25-30.0371, Florida Administrative Code

I. Request for Transfer – Water & Wastewater

Royal Waterworks, Inc. hereby submits its request and application for transfer of the water and wastewater systems of Royal Utility Company to Royal Waterworks, Inc. (Royal) in Broward County, Florida. Royal also hereby requests the transfer of Certificates Nos. 259-W and 199-W. Attached hereto is Royal’s application pursuant to Sections 367.071, Florida Statutes (F.S.), and Rule 25-30.037, Florida Administrative Code (F.A.C.). Royal is a Florida Corporation incorporated to do business on April 24, 2019. An Asset Purchase Agreement was signed on May 6, 2019 for the water and wastewater assets of Royal Utility Company (RUC). The closing of the sale transaction occurred on July 1, 2019.

COM _____
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II. Request for New Class of Service – Private Fire Protection

Royal also request that the attached tariff be approved for private fire protection pursuant to Section 367.091, F.S.. Currently, the utility does not have any private fire protection rates. Royal does provide private fire protection to several commercial customers in various shopping centers. Private fire protection rates are pursuant to Rule 25-30.465, F.A.C. as follows:

The rate for private fire protection service shall be a charge based on the size of the connection rather than the number of fixtures connected. The rate shall be one-twelfth the current base facility charge of the utility's meter sizes, unless otherwise supported by the utility.

Royal has calculated the appropriate rate pursuant to the applicable rate factors and the rule cited above and attached its proposed tariff for consideration and approval. Pursuant to Section 367.091(5), F.S.:

If any request for service of a utility shall be for a new class of service not previously approved, the utility may furnish the new class of service and fix and charge just, reasonable, and compensatory rates or charges therefor. A schedule of rates or charges so fixed shall be filed with the commission within 10 days after the service is furnished. The commission may approve such rates or charges as filed or may approve such other rates or charges for the new class of service which it finds are just, reasonable, and compensatory.

Royal calculated its requested private fire protection charges as follows:

Private Fire Protection:

2"	\$8.15
3"	\$16.31
4"	\$25.48
6"	\$50.96

III. Request for Miscellaneous Service Charges

Royal further requests approval of Miscellaneous Service Charges pursuant to Rule 25-30.460, F.A.C.. Currently, the utility only has a nominal violation reconnection charge that does not cover costs.

Initial Connection Charge

The initial connection charge is levied for service initiation for new customers. A Royal representative makes one trip when performing the service of an initial connection. Based on labor and transportation to and from the service territory, Royal calculated initial connection charges of \$31.10 for normal hours and \$36.20 for after hours. The calculations are shown below in Table 1.

Table 1

Initial Connection Charge Calculation

Activity	Normal	Activity	After
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	Hours Cost		Hours Cost
Administrative Labor (\$28/hr x 1/4hr)	\$7.00	Administrative Labor (\$28/hr x 1/4hr)	\$7.00
Field Labor (\$30.42/hr x 1/3 hr)	\$10.14	Field Labor (\$45.63/hr x 1/3 hr)	\$15.21
Transportation (\$0.535/mile x 26 miles-to/from)	\$13.91	Transportation (\$0.535/mile x 26 miles-to/from)	\$13.91
Total	\$31.05	Total	\$36.12

Normal Reconnection Charge

A normal reconnection charge is levied for the reconnection of service subsequent to a customer requested disconnection. A normal reconnection requires two trips, which includes one to turn service off and the other to turn service on. Royal calculated normal reconnection charges of \$57.10 for normal hours and \$64.70 for after hours. The calculations are shown below in Table 2.

Table 2

Normal Reconnection Charge Calculation

Activity	Normal Hours Cost	Activity	After Hours Cost
Administrative Labor (\$28/hr x 1/4hr x 2)	\$14.00	Administrative Labor (\$28/hr x 1/4hr)	\$14.00
Field Labor (\$30.42/hr x 1/4 hr x 2)	\$15.21	Field Labor (\$45.63/hr x 1/4hr x 2)	\$22.81
Transportation (\$0.535/mile x 26 miles-to/from x 2)	\$27.82	Transportation (\$0.535/mile x 26 miles-to/from x 2)	\$27.82
Total	\$57.03	Total	\$64.63

Violation Reconnection Charge

The violation reconnection charge is levied prior to reconnection of an existing customer after discontinuance of service for cause. The service performed for violation reconnection requires two trips, which includes one trip to turn off service and a subsequent trip to turn on service once the violation has been remedied. Royal calculated violation reconnection charges of \$57.10 for normal hours and \$64.70 for after hours. The calculations are shown below in Table 3.

Table 3

Violation Reconnection Charge Calculation

Activity	Normal Hours Cost	Activity	After Hours Cost
Administrative Labor (\$28/hr x 1/4hr x 2)	\$14.00	Administrative Labor (\$28/hr x 1/4hr x 2)	\$14.00
Field Labor (\$30.42/hr x 1/4 hr x 2)	\$15.21	Field Labor (\$45.63hr x 1/4 hr x 2)	\$22.81
Transportation (\$0.535/mile x 26 miles-to/from) x 2	\$27.82	Transportation (\$0.535/mile x 26 miles-to/from) x 2	\$27.82
Total	\$57.03	Total	\$64.63

Premises Visit Charge

The premises visit charge is levied when a service representative visits the premises at the customer's request for complaint resolution and the problem is found to be the customer's responsibility. In addition, the premises visit charge can be levied when a service representative visits a premise 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. A premises visit requires one trip. Royal calculated premises visit charges of \$31.10 for normal hours and \$36.20 for after hours. The calculations are shown below in Table 4.

Table 4

Premises Visit Charge Calculation

Activity	Normal Hours Cost	Activity	After Hours Cost
Administrative Labor (\$28.00/hr x 1/4hr)	\$7.00	Administrative Labor (\$28.00/hr x 1/4hr)	\$7.00
Field Labor (\$30.42/hr x 1/3 hr)	\$10.14	Field Labor (\$45.63/hr x 1/3 hr)	\$15.21
Transportation (\$0.535/mile x 26 miles-to/from)	\$13.91	Transportation (\$0.535/mile x 26 miles-to/from)	\$13.91
Total	\$31.05	Total	\$36.12

Table 5

Requested Miscellaneous Service Charges

	Normal Hours	After Hours
Initial Connection Charge	\$31.10	\$36.20
Normal Reconnection Charge	\$57.10	\$64.70
Violation Reconnection Charge	\$57.10	\$64.70
Premises Visit Charge	\$31.10	\$36.20

Late Payment Charge

Royal is also requesting a \$6.50 late payment charge to recover the cost of supplies, labor, and RAFs associated with processing late payment notices. Royal is requesting a fixed charge for its late payment charge consistent with Commission practice and its sister utilities managed by US Water Services Corporation (USWSC). The purpose of this charge is not only to provide an incentive for customers to make timely payment, thereby reducing the number of delinquent

accounts, but also to place the cost burden of processing delinquent accounts solely upon those who are cost causers. Section 367.091, F.S., authorizes the Commission to establish, increase, or change a rate or charge other than monthly rates or service availability charges.

Royal calculated the actual costs for its late payment charge to be \$8.07. The Utility states that it will take approximately 15 minutes to process each delinquent account. The delinquent customer accounts will be processed by the administrative contract employee with an hourly salary of \$28.00, resulting in a labor cost of \$7.00 (\$28.00 x 0.25hr). This is consistent with prior Commission decisions where this Commission has allowed 10-15 minutes per account per month for the administrative labor associated with processing delinquent customer accounts.¹ However, \$8.07 would be the highest late payment charge amongst all other water and wastewater utilities regulated by the Commission.² Therefore, Royal is requesting a charge of \$6.50, consistent with recent Commission decisions. The Utility's calculation for its requested late payment charge is shown below in Table 6.

Table 6
Late Payment Charge

Labor	\$7.00
Supplies	\$0.22
Postage	\$0.49
Markup for RAFs	\$0.36
Total	\$8.07

Credit Card Convenience Charge

The Florida Public Service Commission has previously approved convenience fees for customers who opt to pay utility bills by debit or credit cards ranging from \$2.50 to \$3.50 in the following orders:

PSC-15-0182-TRF-WS	PSC-15-0189-TRF-WS	PSC-15-0188-TRF-WU
PSC-15-0187-TRF-WU	PSC-15-0186-TRF-WU	PSC-15-0185-TRF-WS
PSC-15-0184-TRF-WS	PSC-15-0183-TRF-WU	PSC-15-0179-TRF-WS

¹Order Nos. PSC-16-0041-TRF-WU, issued January 25, 2016, in Docket No. 20150215-WU, In re: Request for approval of tariff amendment to include miscellaneous service charges for the Earlene and Ray Keen Subdivisions, the Ellison Park Subdivision and the Lake Region Paradise Island Subdivision in Polk County, by Keen Sales, Rentals and Utilities, Inc. and PSC-15-0569-PAA-WS, issued December 16, 2015, in Docket No. 20140239-WS, In re: Application for staff-assisted rate case in Polk County by Orchid Springs Development Corporation.

²Order Nos. PSC-14-0105-TRF-WS, issued February 20, 2014, in Docket No. 20130288-WS, In re: Request for approval of late payment charge in Brevard County by Aquarina Utilities, Inc.; PSC-15-0535-PAA-WU, issued November 19, 2015, in Docket No. 20140217-WU, In re: Application for staff-assisted rate case in Sumter County by Cedar Acres, Inc.; and PSC-15-0569-PAA-WS, issued December 16, 2015, in Docket No. 20140239-WS, In re: Application for staff-assisted rate case in Polk County by Orchid Springs Development Corporation.

PSC-15-0181-TRF-WS
PSC-13-0428-TRF-WS
PSC-04-1110-PAA-GU

PSC-15-0180-TRF-WS
PSC -13-0426-TRF-SU
PSC-16-0169-PAA-WU

PSC-15-0178-TRF-WS
PSC-05-0676-TRF-EI
PSC-17-0043-PAA-WU

The utility currently accepts and processes credit card payment transactions online through the common website www.mywaterservice.com. The payments are processed via the utility's outside customer service vendor who processes all utility billing, payment, and collection services. Credit card charges and collections are contracted out through Invoice Cloud who then retains the credit card charge for their costs. Therefore, this is merely a pass through item that covers the cost of processing. Royal is requesting a credit card convenience charge of \$2.60 per transaction consistent with the charges approved by the Commission for its related utilities.

Non-Sufficient Funds (NSF) Charge

Royal currently does not have a NSF charges in place. However, Royal is requesting NSF charges as set forth in Section 68.065(2), F.S. to be consistent with Commission practice and its sister utilities managed by USWSC. Section 367.091, F.S., requires rates, charges, and customer service policies to be approved by the Commission. The Commission has authority to establish, increase, or change a rate or charge. Section 68.065, F.S., allows for the assessment of charges for the collection of worthless checks, drafts, or orders of payment. As currently set forth in Section 68.065(2), F.S., the following NSF charges may be assessed:

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

Approval of NSF charges is consistent with prior Commission decisions. Furthermore, NSF charges place the cost on the cost-causer, rather than requiring that the costs associated with the return of the NSF checks be spread across the general body of ratepayers.

IV. Customer Deposits

Rule 25-30.311, F.A.C., contains criteria for collecting, administering, and refunding customer deposits. Rule 25-30.311(1), F.A.C., requires that each company's tariff shall contain its specific criteria for determining the amount of initial deposits. Royal currently does not have an initial customer deposit. Customer deposits are designed to minimize the exposure of bad debt expense for the Utility and, ultimately, the general body of rate payers. In addition, collection of customer deposits is consistent with one of the fundamental principles of rate making: ensuring that the cost of providing service is recovered from the cost causer.

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

Utility's collection of the revenues associated with that usage. Commission practice has been to set initial customer deposits equal to two months' bills based on the average consumption for a 12-month period for each class of customers.³ Wherefore, based upon a calculated residential average usage of 6,000/month, Royal requests Customer Deposits as follows:

	<u>Water</u>	<u>Wastewater</u>
Residential	\$ 62.26	\$ 79.08
Commercial	2 X Estimated Average Monthly Bill	2 X Estimated Average Monthly Bill

V. Positive Acquisition Adjustment

Royal respectfully requests the Commission approved a positive acquisition adjustment to be included in the calculation of the utility's net rate base. In support thereof, Royal provides the following information for consideration.

The Commission has previously approved a positive acquisition adjustment in the following orders:

<u>Order Number</u>	<u>Issued Date</u>	<u>Docket Number</u>
PSC-93-1819-FOF-WS	December 22, 1993	19930204-WS
PSC-07-0913-PAA-GU	November 13, 2007	20060057-GU
PSC-12-0010-PAA-GU	January 3, 2012	20110133-GU
PSC-14-0015-PAA-GU	January 6, 2014	20120311-GU

The Commission has previously found that positive acquisition adjustments creates incentives for larger utilities to acquire smaller troubled utilities. Specifically in Order No. PSC-02-0997-FOF-WS, issued July 23, 2002, the Commission stated:

We found that our acquisition adjustment policy has produced the intended result of creating incentives for larger utilities to acquire small, troubled utilities in In re: Investigation of, Acquisition Adjustment Policy, Order No. 25729, issued February 17, 1992, at pages 1-2:

We still believe that our current policy provides a much needed incentive for acquisitions. The buyer earns a return on not just the purchase price but the entire rate base of the acquired utility. The buyer also receives the benefit of depreciation on the full rate base. Without these benefits, large utilities would have no incentive to look for and acquire small, troubled systems. The customers of the acquired utility are not harmed by this policy because, generally, upon acquisition, rate base has not changed, so rates have not changed. Indeed, we think the customers receive benefits which

³Order Nos. PSC-2017-0428-PAA-WS, issued November 7, 2017, in Docket No. 20160195-WS, In re: Application for staff-assisted rate case in Lake County by Lakeside Waterworks, Inc. and PSC-17-0113-PAA-WS, issued March 28, 2017, in Docket No. 20130105-WS, In re: Application for certificates to provide water and wastewater service in Hendry and Collier Counties, by Consolidated Services of Hendry & Collier, LLC.

amount to a better quality of service at a reasonable rate. With new ownership, there are beneficial changes: the elimination of financial pressure on the utility due to its inability to obtain capital, the ability to attract capital, a reduction in the high cost of debt due to lower risk, the elimination of substandard operating conditions, the ability to make necessary improvements, the ability to comply with the Department of Environmental Regulation and the Environmental Protection Agency requirements, reduced costs due to economies of scale and the ability to buy in bulk, the introduction of more professional and experienced management, and the elimination of a general disinterest in utility operations in the case of developer owned systems.

We continue to believe that this policy is appropriate and that there are benefits derived from it.

The Commission further stated:

Rule 25-30.0371 provides that a positive acquisition adjustment shall not be included in rate base absent proof of extraordinary circumstances. Some of the factors that we will consider in making a determination whether there are extraordinary circumstances justifying a positive adjustment are listed in the rule and include anticipated improvements in quality of service, anticipated compliance with regulatory mandates, anticipated rate reductions, and anticipated cost efficiencies. These factors are listed by way of example, and other evidence may be offered.

Finally, the Commission provided further clarification as follows:

Subsection (5) of the rule authorizes subsequent modification of a positive or negative acquisition adjustment, except for one made pursuant to paragraph (3) (b) , if the circumstances that initially justified it do not materialize, or if they are eliminated or changed within five years. We believe that five years is a reasonable time in which to evaluate the circumstances justifying an adjustment. We took this action in a docket involving Chesapeake Utility Corporation. We approved a positive, acquisition adjustment for Central Florida Gas Company to reflect expected savings from the company's acquisition by Chesapeake in Order No. 18716, issued January 26, 1988, in Docket No. 870118-GU. In a subsequent rate review, we found that the predicted savings never materialized and removed the acquisition adjustment from rate base. Order No. 23166, issued July 10, 1990, in Docket No. 891179- GU.

Royal believes that a positive acquisition adjustment is justified and should be approved.

Reduced O&M Expenses / Cost Savings

Royal has contracted its management, operations, maintenance, and customer service with US Water Service Corporation. With the addition of Royal's water and wastewater customers (ERCs), the administrative and management costs are thereby reduced to not only Royal's customers, but to all the related investor owned utilities.

Royal has also analyzed the Operation and Maintenance (O&M) expenses of the previous utility, Royal Utility Company, and believes that these expenses will be significantly reduced through the acquisition by the new utility. The previous utility's (Seller) O&M expenses were significantly high related to the operation of the water and wastewater systems. Pursuant to the 2017 and 2018 Annual Reports on file at the Commission, the O&M expenses were as follows:

<u>Year</u>	<u>Water</u>	<u>Wastewater</u>	<u>Total</u>
2017	\$ 492,757	\$ 513,196	\$ 1,005,953
2018	\$ 491,640	\$ 563,252	\$ 1,054,892
Average	\$ 492,199	\$ 538,224	\$ 1,030,423

Based upon Royal's analysis, the utility has initially projected its future O&M as \$486,435 for water and \$509,129 for wastewater. Royal believes these costs will further reduce based upon operational changes already implemented since acquisition. Royal has already reduced the amount of chemical dosage and the need for backwash. Royal believes that both purchased power and chemical expenses will further be reduced based upon these operational changes already implemented.

Overall Cost of Capital Reduction / Increased Ability to Attract Capital

Through Royal's affiliation with USWSC and the majority shareholder (President), the utility was able to obtain proposals from two outside banks for financing the acquisition. Royal considered the impact on its customers through a reduction in cost of capital. Royal took into consideration the most recent leverage formula recently approved by the Commission in Order No. PSC-2019-0267-PAA-WS, issued July 1, 2019. Royal was able to obtain approximately sixty-three percent (63%) financing of the acquisition at an interest rate of 5.25% interest. By utilizing a lower long term debt, this effectively lowers the overall cost of capital of the utility. This overall lower rate of return is a direct benefit to the customers of the utility. The previous owners had long term debt with an interest rate of 8.65% and a return on equity set by the Commission of 14.69% in Order No. 12170.

Increased Quality of Service / More Professional and Experienced Managerial, Financial, Technical and Operational Resources

The President and majority shareholder of Royal has been in the water and wastewater utility management, operations and maintenance related industry for over thirty (30) years bringing a level of Florida specific expertise that is not typical to private utility ownership within the State. The Vice President of Investor Owned Utilities also has over thirty (30) years experience in regulated utilities and will provide direct management

oversight to Royal. Further, through its contract with USWSC, Royal has significantly improved the quality of service to its water and wastewater customers. USWSC is the largest service provider of operations, maintenance, customer service and billing in the State of Florida. USWSC currently provides service in 60 of the 67 counties in Florida providing service to over 1,000 utility systems. Currently, USWSC provides water service to over 1,000,000 customers daily. USWSC has over 400 operational and maintenance employees throughout the State of Florida, and has over 99.95% compliance success record. USWSC also currently has over fourteen large clients in South Florida in close proximity to Royal. Many of these are large cities and counties in the area, thereby providing consistent reliable service in close proximity.

USWSC also provides more than 100,000 meter reading services per month and responds to over 25,000 service calls per month. Through its contract with USWSC, Royal has already made significant operational changes that will improve the quality of service, as well as reduce overall operating expenses. Royal has already reached out to and/or met with the City of Coral Springs, Broward County, the Condo Association, and the Homeowners Associations. Royal has also improved its customer relations with the existing customers.

Through USWSC, professional and experienced managerial, financial, technical and operational resources are provided to twenty (20) other relate investor-owned utilities (IOUs) that are regulated by the Commission. The majority shareholder and president of Royal is also the majority shareholder and president of the other related IOUs as well as USWSC. This provides for significant synergies and cost savings to all of the IOUs' customers. This technical and operational skills and knowledge can be used to further improve the operational performance of Royal.

Although the on-site collections of bill payments has been eliminated, Royal has already offered improved and multiple payment options, including on-line bill pay, e-billing, automatic payment withdrawals, and credit card payments. The previous owners did not offer these options.

Through its USWSC contract, Royal also has a dedicated call center for customer service, billing and collections. This will significantly improve the response time and resolution of customer concerns and service orders. Service orders are now issued electronically to employees. The previous owners billed its customers and issued work service orders through an Excel program and only had one employee that responded to customer concerns. Through its Customer Information System, Royal is able to coordinate all customer care (call centers, billing, and collections, and meter reading) and field services activities (service connections, disconnections, meter readings, leaks, etc.) that impacts customers. As a result, customer inquiries can be handled by virtually any customer representative.

As previously mentioned, through its operational changes, Royal has already improved the water quality at the treatment plant. The water is clearer and less cloudy. This also reduced the need for excessive back wash process of the filters. These changes will

further lower the operating costs of the utility. Royal is also evaluating the need for a master lift station. Royal believes that this master lift station, which has had operational issues in the past, may be eliminated through further operational changes in the wastewater system. This will improve reliability and reduce the potential risks of wastewater overflows.

Prior to acquisition, the previous utility was a very small, family owned business with owners not experienced in utility operations. The majority of the previous utility's required services were through outside contractors. The previous owner's cost of service was high due to its lack of economies of scale.

Royal is also making much needed repairs and replacements at the water treatment plant and lift stations. Much of the existing infrastructure had been neglected by the previous owners causing increased costs and reduced quality of service. Royal has already implemented improvements to address these needed items.

Thus the quality of service provided to the customers since acquisition has improved due to technical, managerial, and operational resources provided Royal and through its contractual agreement with USWSC. USWSC also retained the administrative employee of the utility who provides customer service to the customers.

Wherefore, Royal respectfully requests the Commission approve its request for a positive acquisition adjustment. Royal further agrees that any reductions in operating costs should be reviewed by the Commission in future years.

Respectfully submitted,



Troy Rendell
Vice President
Investor Owned Utilities
// for Royal Waterworks, Inc.

FLORIDA PUBLIC SERVICE COMMISSION

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

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

General Information

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

Instructions

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

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

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

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

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

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

The undersigned hereby makes application for the transfer of facilities and transfer or cancellation of Water Certificate No. 259-W and/or Wastewater Certificate No. 199-S and amendment of Water Certificate No. _____ and/or Wastewater Certificate No. _____ in Broward County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Royal Utility Company
Utility Name

8900 Northwest 44th Court
Office Street Address

<u>Coral Springs</u>	<u>FL</u>	<u>33065</u>
City	State	Zip Code

Mailing Address (if different from Street Address)

_____ City	_____ State	_____ Zip Code
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(954) 344-9106

Phone Number

(954) 341-0261

Fax Number

59-2221952

Federal Employer Identification Number

info@royalutility.com

E-Mail Address

www.royalutility.com

Website Address

259-W

Water Certificate No.

199-S

Wastewater Certificate No.

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

Jock McCartney

Name

8900 Northwest 44th Court

Mailing Address

Coral Springs

City

FL

State

33065

Zip Code

(954) 344-9106

Phone Number

(954) 341-0261

Fax Number

jockm@alstonmccartney.com

E-Mail Address

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

Royal Waterworks, Inc.

Buyer's Name

4939 Cross Bayou Blvd.

Office Street Address

New Port Richey

FL

32652

City

State

Zip Code

Same

Mailing Address (if different from Street Address)

City

State

Zip Code

(727) 848-8292

(727) 848-7701

Phone Number

Fax Number

83-4519231

Federal Employer Identification Number

trendell@uswatercorp.net

E-Mail Address

Royal Waterworks, Inc.

New Utility Name

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

Troy Rendell, Vice President - Investor Owned Utilities

Name

Same as above

Mailing Address

City

State

Zip Code

(727) 848-8292

(727) 848-7701

Phone Number

Fax Number

trendell@uswatercorp.net

E-Mail Address

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

Troy Rendell

Name

Same as above.

Mailing Address

City

State

Zip Code

() -

() -

Phone Number

Fax Number

same as above

E-Mail Address

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

- Corporation _____ P19000036483
Number
- Limited Liability Company _____
Number
- Partnership _____
Number
- Limited Partnership _____
Number
- Limited Liability Partnership _____
Number
- Sole Proprietorship
- Association
- Other (Specify) _____

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

Fictitious Name (d/b/a) _____
Registration Number

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

Gary Deremer - 51% Cecil Delcher 37%

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

April 24, 2019 - State of Florida

PART II

TRANSFER OF CERTIFICATE

A) DESCRIPTION OF SALE AGREEMENT

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

2) Exhibit B - Provide the following documentation of the terms of the transfer:

a) The date the closing occurred or will occur.

July 1, 2019

b) The purchase price and terms of payment.

\$2,150,000

\$1,350,000 long term debt

\$ 800,000 Cash

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

See attached schedule

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

Not Applicable.

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

There are no customer deposits There are no developer agreements or customer advances. Buyer assumed no debt from Seller.

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

Buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

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

Buyer has obtained the books and records of the seller. Rate base has not been determined by the FPSC for this utility.

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

Buyer will maintain its books and records using the NARUC USOA.

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

The books and records will be maintained at the utility's office in New Port Richey, FL, as well as at the local utility office in Coral Springs.

B) FINANCIAL ABILITY

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

See Exhibit C - financial statements will be provided under separate cover letter requesting confidential treatment.

C) TECHNICAL ABILITY

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

D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES

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

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

See Exhibit F

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

See Exhibit G

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

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

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

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

E) PROPOSED TARIFF

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

F) ACCOUNTING INFORMATION

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

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

Tax Records were obtained for the last 5 years. Rate base has not been established.

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

Seller will be responsible for RAFs from January 2019 through closing July 1, 2019. Buyer will be responsible for RAFs and Annual Report from July 1, 2019 through December 31, 2019.

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

G) NOTICING REQUIREMENTS

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

PART III

SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:



Applicant's Signature

Troy Rendell

Applicant's Name (Printed)

Vice President, IOU

Applicant's Title

August 21, 2019

Date

EXHIBIT A
Rule 25-30.037 (2)(i)

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

A copy of the Asset Purchase Agreement, including attachments, by and between Royal Utility Company and Royal Waterworks, Inc. executed on May 6, 2019 is attached hereto.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”), dated as of the 6th day of May 2019, by and between **Royal Utility Company** with an address of 8900 Northwest 44th Court, Coral Springs, Florida 33065 (“**Seller**”), and **Royal Waterworks, Inc.**, a Florida corporation with an address of 4939 Cross Bayou Blvd., New Port Richey, FL 34652 (“**Buyer**”), with reference to the following RECITALS:

RECITALS

A. Seller owns, maintains and operates: a) a water production and distribution system and; b) a wastewater collection system called Royal Utility Company located at 8900 Northwest 44th Court, Coral Springs, Florida 33065 (collectively the “**System**”) that provide water and wastewater service to residents within Broward County, Florida (the “**Service Area**”).

B. Buyer is a public utility that furnishes water and wastewater service to the public in various portions of the State of Florida.

C. Seller desires to sell, and Buyer desires to purchase the properties and rights of Seller owned and used in connection with its System, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. SALE AND PURCHASE OF THE SELLER’S WATER AND WASTEWATER SYSTEM ASSETS

Subject to the terms and conditions hereinafter set forth, Buyer shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to Buyer at Closing (hereinafter defined), all of the System assets, properties and rights of Seller (whether tangible or intangible, real, personal or mixed) which are held, used or useful in connection with the production, treatment, distribution or collection of water and collection of wastewater within the Service Area (the “**Assets**”).

The Assets are being sold in “**As Is**” condition and Seller makes no representations, covenants or warranties with respect to the condition of the Assets, except that the Assets are being sold free and clear of all mortgages, liens, pledges, security interest, charges, taxes, claims, restrictions and encumbrances of any nature whatsoever. This paragraph shall be construed in a manner that does not limit any other representations or warranties provided by Seller within this Agreement.

1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include the specific assets, properties and rights of Seller set forth on Schedule 1.1, and the following:

- (a) all buildings, pipes, pipelines, wells, treatment equipment and facilities, pumping stations, storage tanks, water mains, and facilities, standpipes, fire hydrants, wastewater collection mains, pump stations, structures, irrigation service lines, improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned

by Seller, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging or appertaining thereto;

- (b) all rights and obligations of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets, to the extent assignable to Buyer;
- (c) all information, files, records, data, plans, contracts and recorded knowledge agreed between the parties to be mandatory and essential to the lawful continuing operation of the utility, including customer and supplier lists and property records, related to the utility services provided by Seller in Broward County;
- (d) Seller's Unbilled Revenue as of the date of closing; and
- (e) Seller's Customer Deposits, if any, customer overpayments or reimbursements as of the date of closing.

1.2 Excluded Assets

Notwithstanding the foregoing, the Assets shall not include any of the following:

- (a) any and all customer service lines that run from outside the meter box or from the curb stop to each individual residence, commercial or industrial structure served by the Assets;
- (b) Any customer wastewater service lines that run from the curb clean-out area to the residences;
- (c) all piping and fixtures internal to each individual customer's structure;
- (d) Seller's cash and accounts receivable as of the date of Closing; and
- (e) The name Royal Utility Company, the corporate books and records.

1.3 Consideration

- (a) The total purchase price ("Purchase Price") for the Assets will include: a) a total price of **Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00)** for the portion of the assets attributable to the water and wastewater assets, b) unbilled revenues, and c) the value of Seller's customer deposits, if any, as of the Closing date, as described in **Section 2.1(c)** below. Between execution of this Agreement and the Closing, Buyer will perform a final Due Diligence (as defined in **Section 3.1(g)**) of all facilities and assets. The Due Diligence is to ensure all assets are in materially the same working condition and that all permits are valid and current as of the date of this Agreement. If, after conducting the final Due Diligence, Buyer determines that the assets are not materially in the same working condition or that any permit is no longer valid or current, Seller shall have 60 days (or such longer period, if reasonably necessary, and as agreed upon by the parties) to either correct the condition or reach an agreement with Buyer for a reduction to the purchase price. If Seller

refuses to correct the condition or is unable to reach agreement with Buyer concerning a reduction to the Purchase Price, Buyer or Seller may elect to terminate this Agreement without penalty or to proceed to Closing.

1.4 Contractual Obligations

Buyer shall not assume any obligations of Seller, under any contract, agreement, commitment, lease, certificate, order, notice, permit or other instrument, whether oral, written, and express or implied unless expressly assumed hereunder, as set forth in Exhibit A, or in any of the Closing Documents.

1.5 Non-Assumption of Liabilities

All liabilities and obligations, which arose pre-Closing, of Seller shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan. Buyer shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever whether express or implied, fixed or contingent, whatsoever, which arose pre-Closing and which are not expressly assumed in Exhibit A or pursuant to an Assignment and Assumption document at Closing.

2. CLOSING

Subject to the provisions of **Sections 4 and 5**, Closing hereunder (the "Closing") shall take place at the offices of Buyer located at 4939 Cross Bayou Blvd., New Port Richey, FL, unless executed separately pursuant to **Section 10.10**, commencing at 10:00 a.m. local time, on or before July 1, 2019. The date of the Closing is referred to herein as the "Closing Date". The effective time of the legal transfer hereunder shall be 12:01 a.m. on the Closing Date. On or before the Closing Date Seller shall wire the Purchase Price, subject to any adjustments, into the Trust Account of Sundstrom & Mindlin, LLP.

2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

- (a) Seller shall deliver to Buyer the Assets, including, without limitation, the following:
 - (i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to Buyer and its counsel, as shall be necessary and effective to transfer and assign to, and vest in, Buyer good and marketable title to the Assets and all rights to operate the System as such is now being operated, including, but not limited to the following documents: a Bill of Sale and Assignments; an Assignment and Grant of Easement for any easement Buyer requires to utilize, maintain, repair and replace any facilities located outside of any parcels to be conveyed and/or publicly dedicated roadways; and an appropriate Sanitary Control Easement, when required, as they exist.
 - (ii) a complete and accurate list of the names and addresses of all customers of Seller, both in paper form and in electronic form on a diskette that can be downloaded to a computer, along with a billing history for each customer;

- (iii) a complete listing of the last meter reading (ending read) in paper form and in electronic form for all customers of Seller referred to in Section 2.1(c) hereof.
- (ii) keys to any and all buildings, gates, lift stations, and vehicles; and simultaneously with such delivery, all such steps shall be taken as may be required to put Buyer in actual possession and operating control of the Assets.
- (b) Seller shall deliver to Buyer the agreements, opinions, certificates and other documents and instruments referred to in Section 5 hereof.
- (c) Buyer shall acquire all of Seller's unbilled revenues for Active customer accounts, as of the date of Closing. "Active" shall mean a customer account for which utility service has not been disconnected.

2.2 Transfer of Utilities

Seller and Buyer will cooperate to transfer utility service, including telephone, electric, chlorine, and gas service providing such service to any of the Assets as of the Closing Date.

2.3 Further Assurances

Seller and Buyer shall, after the Closing Date, upon reasonable request of the other party and at no cost to the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations and in this Agreement.

3. CONDUCT OF PARTIES PENDING CLOSING

3.1 Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by Buyer:

- (a) The business of Seller shall be conducted solely in the ordinary course consistent with past practice and shall maintain and service the tangible Assets in good working order such that they will be in substantially the same working order at Closing as during Buyer's Due Diligence conducted pre-Closing.
- (b) Seller will use its best efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.
- (c) Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.
- (d) Seller will promptly advise Buyer in writing of all events between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.
- (e) Seller will promptly advise Buyer in writing promptly after Seller receives knowledge of

the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to Buyer, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.

(f) Seller will conduct its business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, Seller will use its best efforts to cause all of the conditions to this Agreement to be satisfied on or prior to the Closing Date.

(g)

3.2 Due Diligence/Closing Schedule

The following is a schedule of the parties' tasks culminating with the Closing of the transactions contemplated herein:

- (a) May 1st through June 3rd; Operation/Maintenance, inventory taking and production document preparation;
- (b) June 4th through June 7th – (1) On site physical asset inspection and agreed inventory list (Schedule (1.1)); and (2) Document production phase 1 as per Buyer's "List of Documents Needed or Requested";
- (c) June 28th Final asset inspection and any additional document production;
- (d) July 1st Paper closing.

Buyer reserves the right, upon two business days notice from Buyer to Seller, for additional access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller.

4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, or waiver by Seller, prior to or at the Closing, of each of the following conditions precedent:

4.1 Closing Certificate; Performance by Buyer

Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate or certificates of Buyer dated the Closing Date, signed by an officer of Buyer, certifying, in such detail as Seller may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by Buyer in this Agreement are true and correct as of Closing, except such as have been rendered incorrect because of events which occurred

after the date hereof, as disclosed in writing by Buyer to Seller within a reasonable time after the event occurred.

4.2 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

All obligations of Buyer under this Agreement are conditioned upon the fulfillment or satisfaction, or waiver by Buyer, prior to or at the Closing, of each of the following conditions precedent:

5.1 Satisfaction with Operational and Real Estate Title Issues

(a) Buyer shall be satisfied with its review of the real estate and the quality of title to be conveyed to Buyer from Seller.

(b) Buyer shall receive all agreed upon necessary easements from Seller, which Seller currently has, to operate, gain access to, and provide necessary services to the System's facilities.

5.2 Closing Certificate; Performance by Seller

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Buyer shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by the appropriate officials of Seller, certifying, in such detail as Buyer may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties are true and correct as of Closing.

5.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5.4 Seller Authorizations

Seller shall have furnished Buyer with certified copies of all proceedings of Seller, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated.

5.5 Governmental Approvals

Buyer shall file with the FPSC an Application for Transfer of Certificates and Buyer shall be responsible for managing the approval process in an expeditious fashion, Seller shall monitor the process and provide such assistance and documentation as may be necessary to facilitate transfer in a timely

fashion. Buyer anticipates receiving within ninety (90) days of filing, all governmental approvals and authorizations needed for the transfer of the Assets, including, but not limited to, the FDEP, and the Water Management District, upon terms and conditions acceptable to Buyer, to enable Buyer to assume ownership and operation of the System Assets and to provide water and wastewater service to the public in the service territory presently being served by Seller. Seller agrees to provide complete cooperation throughout the governmental approval, including but not limited to, assisting in the financial audit of the Seller's books and records by the FPSC. Buyer and Seller will use reasonable efforts to achieve any necessary approvals within ninety (90) days from the Closing Date.

5.6 Regulatory Approval Contingency. The sale of assets contemplated by this Agreement is subject to and contingent upon the receipt of a favorable Florida Public Service Commission ("FPSC") staff recommendation and FPSC approval upon terms and conditions reasonably acceptable to Buyer as to such recommendation and approval. As provided in Section 367.071, Florida Statutes, the parties desire to close the transaction in advance of the FPSC's approval. In the event that the FPSC determines that the sale and transfer of the Water System Assets and the Wastewater System Assets is not in the public interest and that Buyer will not fulfill the commitments, obligations, and representations of the utility, and, therefore, the FPSC denies such transfer then the Water System Assets and the Wastewater System Assets remain with the Seller and any and all agreements or understandings will be null and void between the Seller and Buyer.

5.7 Material Damage

The Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence.

5.8 Satisfaction of Buyer

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by Buyer in the exercise of its reasonable judgment.

6. REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents and warrants to Buyer as follows:

- (a) Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.
- (b) System Ownership. Seller holds the exclusive right, title, interest and power to sell the assets of Royal Utility Company.
- (c) Current Operations. Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the System as it has been and is now being conducted and to own and operate the System.
- (d) Legal Authority. Seller has the full power and lawful authority to transfer to Buyer the rights, title and interest in and to the System.

- (e) Due Authorization; Valid and Binding. Seller has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of Seller.
- (f) No Approvals or Violations. To Seller's actual knowledge, this Agreement does not require any further approvals of any other party (subject to **Section 5.6**), does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which Seller is a party.
- (g) Party to Decree/Litigation. Seller is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the System or the Assets. Notwithstanding the foregoing, Seller has fully informed Buyer of Seller's potential claim against MasTec for directional drilling activities within Seller's service area and Seller assigns and Buyer hereby assumes all rights and obligations of Seller thereto.
- (h) List of Assets. Schedule 1.1 contains a true and complete list of the used and useful and inventoried Assets including consumables described and attested to therein.
- (i) Customer Records. The data contained in the customer records provided to Buyer is true and accurate.

6.2 Seller hereby represents and warrants to Buyer as follows:

- (a) Undisclosed Liabilities. To Seller's actual knowledge, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility accrued, absolute, contingent or otherwise.
- (b) No Other Parties. To Seller's actual knowledge, no person other than Seller owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the Seller's Assets.
- (c) Rights to Facilities. To Seller's actual knowledge, Seller has good and valid rights to occupy and to obtain access to the areas where the distribution lines and other facilities of the Assets are located.
- (d) Compliance with Law. To Seller's actual knowledge, Seller is not in any material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.

6.3 Seller hereby represents and warrants to and with Buyer as follows with respect to compliance with environmental laws:

- (a) Compliance with Law. To the best of Seller's actual knowledge, Seller has been and is in compliance with all Environmental Laws (as hereinafter defined). 2019 is the utility compliance year for inspection of storage vessels, *i.e.*, ground storage tank, clearwell and hydropneumatics tank. Inspection is due in July 2019. A quote for this service by the engineering company providing the service in the past shall be provided by Seller.
- (b) Adequacy of Permits. To the best of Seller's actual knowledge, Seller has obtained and continues to possess all permits, licenses, approvals or other authorizations which are required under the Environmental Laws, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under the Environmental Laws.

7. REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 Buyer hereby represents and warrants to Seller as follows:

- (a) Organization. Buyer is a corporation duly organized and validly existing and in good standing under the laws of the State of Florida.
- (b) Due Authorization; Valid and Binding. Buyer has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of Buyer.
- (c) Financial Wherewithal. Buyer has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by the Seller prior to Closing.

8. INDEMNIFICATION

8.1 Indemnification of Seller

Buyer will reimburse, indemnify and hold Seller and its officials and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) the provision of water and wastewater service by Buyer for the period following Closing;
- (b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing;
- (c) the failure of Buyer to perform any of its covenants following Closing; and

- (d) the enforcement of this **Section 8**.

8.2 Indemnification of Buyer

For a period of one (1) year from and after the Closing, Seller will reimburse, indemnify and hold Buyer and its affiliates, and their officers, directors and employees, harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) any liabilities or obligations of Seller of any nature whatsoever except for those liabilities and obligations of Seller which Buyer specifically assumes pursuant to this Agreement, including any Assignment and Assumption documents executed by both parties;
- (b) any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to Buyer pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement, except to the extent that Buyer had or should have had knowledge of a misrepresentation, omission or breach of warranty, based on or as a result of its own Due Diligence and inspection of the System and its books and records prior to the Closing;
- (c) the provision of water and wastewater service by Seller for the period prior to the date of Closing;
- (d) claims by third parties for events that occurred prior to Closing;
- (e) the enforcement of this **Section 8**.

8.3 General

Each party shall provide the other party with reasonable notice of any claims arising under this **Section 8**. The indemnification rights of the parties under this **Section 8** are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

9. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

All representations, warranties and agreements made by the parties in this Agreement or in any written agreement, document, or certificate furnished hereunder or in connection with the execution and performance of this Agreement shall survive the Closing for a period of one (1) year.

10. **MISCELLANEOUS**

10.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto.

10.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of Seller or Buyer.

10.3 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by telegram or by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Buyer:

Mr. Gary A. Deremer, President & CEO
Royal Waterworks, Inc.
4939 Cross Bayou Blvd., New Port Richey, FL 34652

If to Seller:

Royal Utility Company
8900 Northwest 44th Court
Coral Springs, Florida 33065
Attn: Jock McCartney

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, telegraphed or mailed.

10.5 Florida Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of laws provisions. Regardless of any present or future domicile or principal place of business of the parties hereto, each party hereby irrevocably consents and agrees that any claims or disputes between or among the parties hereto arising out of or related to this Agreement (whether based upon contract, tort or otherwise) shall be brought and maintained in any federal or state court of competent jurisdiction sitting in the county of Miami-Dade in the State of Florida or in the US District Court for the Southern District of Florida, which courts shall have exclusive jurisdiction over the adjudication of such matters. Each party waives its right to assert forum non conveniens, lack of personal jurisdiction or improper venue.

10.6 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons or entities.

10.7 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this

Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

10.8 Exhibits and Schedules

All Exhibits, Attachments and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

10.09 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

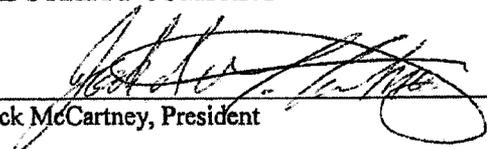
10.10 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

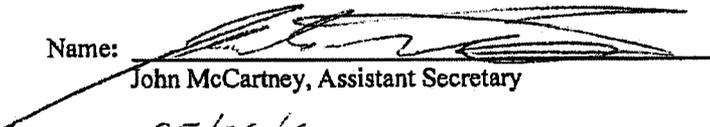
Agreement on the date first written.

SELLER:

ROYAL UTILITY COMPANY

By: 

Jock McCartney, President

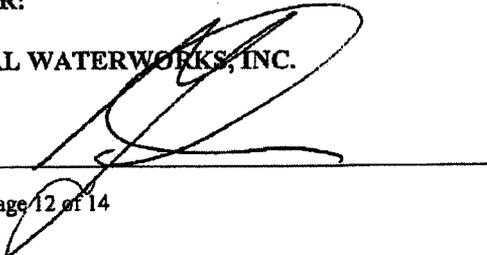
Name: 

John McCartney, Assistant Secretary

Date: 05/06/19

BUYER:

ROYAL WATERWORKS, INC.

By: 

Gary Deremer, President

Name: Gary Deremer

Date: 5/6/19

Schedule 1.1 – Listing of Assets

Water System Assets:



Wastewater System Assets:



EXHIBIT B
Rule 25-30.037 (2)(j)

The buyer must provide the following documentation of the terms of the transfer:

- 1. The date the closing occurred or will occur;**
- 2. The purchase price and terms of payment;**
- 3. A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities;**
- 4. A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations;**

A copy of the final executed closing dates, including attachments, by and between Royal Utility Company and Royal Waterworks, Inc. executed on July 1, 2019 is attached hereto.

A. Settlement Statement

Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 19-290	7. Loan Number ID:	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BUYER: Royal Waterworks, Inc., a Florida corporation
Address of Buyer: 4939 Cross Bayou Blvd., New Port Richey, Florida 34652

E. NAME OF SELLER: Royal Utility Company, a Florida corporation
Address of Seller: 8900 Northwest 44th Ct., Coral Springs, Florida 33065 **TIN:**

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION: 8900 NW 44 Court, Coral Springs, Florida 33065-1747

H. SETTLEMENT AGENT: Booth & Cook, P.A. **TIN: 59-2887260**
Place of Settlement: 7510 Ridge Road, Port Richey, Florida 34668 **Phone: 727-842-9105**

I. SETTLEMENT DATE: 7/1/19 **DISBURSEMENT DATE:** 7/1/19

J. Summary of buyer's transaction		K. Summary of seller's transaction	
100. Gross amount due from buyer:		400. Gross amount due to seller:	
101. Contract sales price	700,000.00	401. Contract sales price	700,000.00
102. Personal property	1,450,000.00	402. Personal property	1,450,000.00
103. Settlement charges to buyer (Line 1400)	13,881.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from buyer:	2,163,881.50	420. Gross amount due to seller:	2,150,000.00
200. Amounts paid or in behalf of buyer:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	39,088.28
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff CoBank to 6/20/19 POC/S	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/19 to 07/01/19	8,108.11	511. County taxes from 01/01/19 to 07/01/19	8,108.11
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for buyer:	8,108.11	520. Total reductions in amount due seller:	47,196.37
300. Cash at settlement from/to buyer:		600. Cash at settlement to/from seller:	
301. Gross amount due from buyer (line 120)	2,163,881.50	601. Gross amount due to seller (line 420)	2,150,000.00
302. Less amount paid by/for the buyer (line 220)	(8,108.11)	602. Less total reductions in amount due seller (line 520)	(47,196.37)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Buyer:	2,155,773.39	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	2,102,803.63

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

L Settlement charges				Buyer POC	Seller POC	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$700,000.00	@	% =				
701.	% to						
702.	% to						
703. Commission paid at settlement							
704.	to						
800. Items payable in connection with loan:				Buyer POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance:				Buyer POC	Seller POC		
901. Interest from	to	@	/day				
902. Mortgage insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender:				Buyer POC	Seller POC		
1001. Hazard insurance	months @		per month				
1002. Mortgage insurance	months @		per month				
1003. City property taxes	months @		per month				
1004. County property taxes	months @		per month				
1005. Annual assessments	months @		per month				
1006. Flood insurance	months @		per month				
1007.	months @		per month				
1008.	months @		per month				
1009. Aggregate accounting adjustment							
1100. Title charges:				Buyer POC	Seller POC		
1101. Settlement or closing fee	to Booth & Cook, P.A.					500.00	150.00
1102. Abstract or title search	to Booth & Cook, P.A.					250.00	
1103. Title examination	to						
1104. Title insurance binder	to						
1105. Document preparation	to						
1106. Notary fees	to						
1107. Attorney's Fees	to Booth & Cook, P.A.					4,500.00	
(includes above item numbers:)						
1108. Title insurance	to First American Title Insurance Company/Booth & Cook, P.A.					3,575.00	
(includes above item numbers:)						
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium):	\$700,000.00 (\$3,575.00)						
1111. Endorse:							
1112. Wire fees/courier/handling	to Booth & Cook, P.A.					50.00	50.00
1113.	to						
1200. Government recording and transfer charges:							
1201. Recording fees	Deed \$44.00 Mortgage(s) Releases					44.00	
1202. City/county tax/stamps	Deed Mortgage(s)						
1203. State tax/stamps	Deed \$4,900.00 Mortgage(s)					4,900.00	
1204. Assign easements	to Broward County Clerk of Court					35.50	
1205. Bill of sale	to Broward County Clerk of Court					27.00	
1300. Additional settlement charges:				Buyer POC	Seller POC		
1301. Survey	to						
1302. Pest inspection	to						
1303. Escrow bulk wastewater not yet billed*	to Booth & Cook, P.A.						38,586.26
1304. Escrow recurring mthly bills *	to Booth & Cook, P.A.						
1305.	to						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400. Total settlement charges:						13,881.50	39,086.26
(Enter on lines 103, Section J and 502, Section K)							

**BUYER/SELLER
SETTLEMENT STATEMENT ADDENDUM**

File Number: 18-280

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Buyer(s)

Royal Waterworks, Inc.
a Florida corporation

By: _____

Gary DeGenerer
President

(Corporate Seal)

Seller(s)

Royal Utility Company
a Florida corporation

By: _____

Joak McCartney
President

(Corporate Seal)

Settlement Agent

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Booth & Cook, P.A.

By: _____

Stephen C. Booth

Date: _____

4/28/19

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**BUYER/SELLER
SETTLEMENT STATEMENT ADDENDUM**

File Number: 19-290

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Buyer(s)

Royal Waterworks, Inc.
a Florida corporation

By: _____
Gary Deramer
President

(Corporate Seal)

Seller(s)

Royal Utility Company
a Florida corporation

By: _____
Jock McCartney
President

(Corporate Seal)

Settlement Agent

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Booth & Cook, P.A.

By: _____

Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Agreement**”), made this ____ day of _____, 2019 (the “**Effective Date**”), by and among ROYAL UTILITY COMPANY, a Florida corporation (“**Seller**”), ROYAL WATERWORKS, INC., a Florida corporation (“**Purchaser**”), and BOOTH AND COOK, P.A. (“**Escrow Agent**”).

RECITALS:

- A. Whereas, pursuant to the terms of Section 1.5 of the Asset Purchase Agreement dated as of May 6, 2019 between Purchaser and Seller (the “**Contract**”), the Seller is responsible for Seller’s pre-closing obligations, including, but not limited to the property taxes, bulk wastewater billing for Broward County, and monthly recurring bills for operation of the business, and
- B. Whereas, the current bills up to the date of closing for the bulk wastewater and for recurring monthly expenses will not be available for one or more months following the date of closing, and
- C. Whereas, the Purchaser and Seller are proceeding to Closing and direct that the sum of \$ 38,888.26 (the “**Escrowed Funds**”) shall be debited from the Seller’s proceeds of sale for the estimated outstanding bulk wastewater billings and estimated outstanding monthly recurring expenses for the period of ownership prior to the date of closing for payment of any True-Up Adjustments (as defined below) related to certain real property located in Broward County, Florida, as more particularly described in the Contract (the “**Property**”).
- D. The Escrowed Funds shall be escrowed pursuant to this Agreement.
- E. Seller, Purchaser and Escrow Agent desire to enter into this Agreement to set forth their respective rights, obligations, and duties with respect to such escrow.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which each of the parties acknowledges, Seller, Purchaser, and Escrow Agent agree as follows:

- 1. Seller and Purchaser appoint Escrow Agent, and Escrow Agent agrees to serve, as Escrow Agent under and in accordance with the terms of this Agreement.
- 2. Seller is depositing the Escrowed Funds with Escrow Agent in connection with the Contract Closing. The Escrow Agent shall place the Escrowed Funds in a non-interest-bearing account in a federally insured bank in the Port Richey, Florida, metropolitan area. Escrow Agent shall hold and disburse the Escrowed Funds in accordance with this Agreement.
- 3. The Escrowed Funds shall be disbursed as follows:

(a) Upon proper notice from the Seller, Buyer or other determination that the Broward County Wastewater billing is due for a period prior to the date of closing, or determination that a monthly recurring bill is due for a period prior to the date of closing, together with written notice to Escrow Agent from Seller and Purchaser in writing and including reasonable support for the amount(s) thereof, Escrow Agent shall disburse the Escrowed Funds to the applicable party to whom the funds are due, up to and in payment of the amount(s) which are due and payable. It is agreed that if the amounts due and payable as reflected in such notices are greater than the amount of Escrowed Funds, then the Seller shall be responsible for the excess amount due, and that payment of the insufficiency shall be made to the Escrow Agent within ten (10) days of notice as provided above (the "**True-Up Adjustments**").

(b) In the event there are Escrowed Funds remaining on the date four (4) months from the Effective Date of this Agreement, Escrow Agent shall disburse the remaining Escrowed Funds to the Seller, without any required consent of the other parties hereto.

4. Escrow Agent undertakes to perform only those duties which are expressly set forth in this Agreement. Seller and Purchaser acknowledge that these duties are purely ministerial in nature.

5. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, statement, instruction of request furnished to it under this Agreement and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall be under no duty to make any inquiry as to the form, genuineness, proper execution, or accuracy of the notice, statement, instruction, or request.

6. Escrow Agent shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, except in the case of Escrow Agent's negligence or intentional misconduct. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it in good faith in accordance with the opinion of its counsel.

7. Upon making disposition of the Escrowed Funds in accordance with this Agreement, Escrow Agent shall be deemed fully released and discharged from any and all duties and obligations under this Agreement.

8. Escrow Agent shall not be responsible for (a) the validity, sufficiency, collectability, effectiveness, or expiration of any instrument deposited with Escrow Agent; or (b) the loss or impairment of the Escrowed Funds resulting from the failure, insolvency, suspension, conservatorship, or receivership of a financial institution or other depository. Escrow Agent assumes no responsibility for, and will not be held liable for, any loss occurring which arises from the fact that the amount of the Escrowed Funds may exceed the maximum amount insurable by the Federal Deposit Insurance Corporation ("**FDIC**").

9. Except as otherwise expressly provided in this Agreement, in the event of any disagreement between the parties to this Agreement, or between them and any other person, resulting in adverse claims or demands being made in connection with the subject matter of the

escrow, and/or if Escrow Agent, in good faith, is in doubt as to what action it should take under this Agreement, Escrow Agent may, at its option, refuse to comply with any claims or demands on it or refuse to take any other action under this Agreement so long as such disagreement continues or such doubt exists. In any such event, Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act. Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of all parties shall have been fully and finally adjudicated by an Arbitration Engineer as provided in this Agreement or by a court of competent jurisdiction, or (b) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested parties, and Escrow Agent shall have been notified of the agreement in writing signed by all such persons.

10. Escrow Agent shall have no liability whatsoever for any act or omission on its part taken or made in connection with its escrow duties, except in the case of gross negligence or intentional misconduct. Seller and Purchaser, jointly and severally, shall indemnify and hold harmless Escrow Agent against all loss, liability, claim, and expense, including reasonably attorneys' fees and litigation costs, incurred by Escrow Agent arising out of or in any way related to Escrow Agent's duties under this Agreement, except in the case of Escrow Agent's gross negligence or intentional misconduct.

11. Escrow Agent may resign upon fifteen (15) days' prior written notice to the parties. If a successor escrow agent is not appointed within the fifteen (15) day period following such resignation by mutual agreement of Seller and Purchaser, then Escrow Agent, Seller or Purchaser may petition a court of competent jurisdiction in Broward County, Florida to name a successor. The costs of such action shall be paid by Seller and Purchaser on an equal basis.

12. All of the covenants, conditions and obligations contained in this Agreement, including the recitals, shall be binding upon and inure to the benefit of the successors and assigns of Seller, Purchaser, and Escrow Agent.

13. Escrow Agent shall not be compensated for services rendered in the discharge of Escrow Agent's duties under this Agreement, except as may be expressly set forth in a separate written agreement among Seller, Purchaser, and Escrow Agent.

14. All notices under this Agreement shall be given to Seller and Purchaser in the manner specified in Section 10.3 of the Contract and at the addresses for the parties set forth in or provided in accordance with the Contract or at such other addresses as may be provided in writing by any party to all of the other parties. All notices to Escrow Agent shall be provided at the following address: Booth & Cook, P.A., 7510 Ridge Road, Port Richey, FL 34668.

15. The Recitals set forth in this Agreement are incorporated in and made part of this Agreement. Capitalized terms not defined in this Agreement shall have the meanings set forth for them in the Contract.

16. Except as otherwise expressly provided in this Agreement, no delay or omission by Seller or Purchaser in exercising any right or power accruing upon the other party's non-compliance with or failure to perform under any of the provisions of this Agreement shall impair or be construed to be a waiver of any such right of power.

17. All questions with respect to the construction of this Agreement shall be determined in accordance with the laws of the State of Florida, excluding choice of laws principles.

18. Amendments, modifications, supplements or changes to this Agreement shall be in writing, signed by all parties. Facsimile or electronic signatures on this Agreement or any amendment of this Agreement shall be valid and enforceable to the same extent as original signatures.

19. Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined to be illegal or invalid for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of this Agreement.

20. Nothing contained in this Agreement shall be deemed to create obligations accruing to the benefit of, or enforceable by, any contractors, subcontractors or other parties providing labor or materials in connection with the Improvements.

21. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one instrument. Seller and Purchaser expressly waive and disclaim, in connection with the interpretation of this Agreement, any rule of law requiring that ambiguous or conflicting terms be construed against the party whose attorney prepared this Agreement or any earlier draft of this Agreement.

22. EACH PARTY WAIVES ALL RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT AND ACKNOWLEDGES THAT THIS WAIVER IS MADE KNOWINGLY, VOLUNTARILY, AND AFTER CONSULTING WITH (OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH) COUNSEL OF ITS OWN CHOOSING AS TO THE MEANING OF THIS WAIVER.

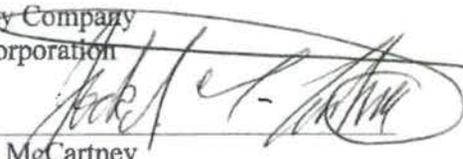
23. Time shall be of the essence under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller, Purchaser, Escrow Agent have executed, sealed, and delivered this Agreement as of the day and year first written above.

SELLER:

Royal Utility Company
A Florida corporation

By: 

Name: Jock McCartney

Title: President

PURCHASER:

Royal Waterworks, Inc.
A Florida corporation

By: See counterpart

Name: Gary A. Deremer

Title: President

ESCROW AGENT:

BOOTH & COOK, P.A. 

By: Stephen C Booth

Name: Stephen C. Booth

Title: Attorney at Law

IN WITNESS WHEREOF, Seller, Purchaser, Escrow Agent have executed, sealed, and delivered this Agreement as of the day and year first written above.

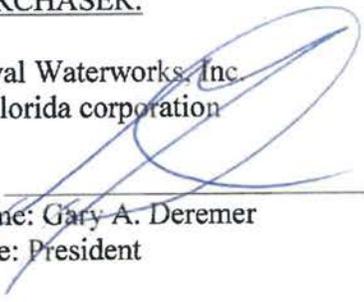
SELLER:

Royal Utility Company
A Florida corporation

By: See counterpart
Name: Jock McCartney
Title: President

PURCHASER:

Royal Waterworks, Inc.
A Florida corporation

By: 
Name: Gary A. Deremer
Title: President

ESCROW AGENT:

BOOTH & COOK, P.A.

By: See counterpart
Name: _____
Title: _____

Non-Foreign Certification By Entity Transferor

(Seller's FIRPTA Affidavit)

Transferor: **Royal Utility Company, a Florida corporation**
Transferee: **Royal Waterworks, Inc., a Florida corporation**
Property: **8900 NW 44 Court, Coral Springs, FL 33065-1747**
Closing Date: **July 1, 2019**

Before me, the undersigned authority, personally appeared the person(s) named below who, after being duly sworn, stated as follows:

Transferor is selling that certain real property located in **Broward County**, which is more particularly described as follows:

See the attached Exhibit "A" incorporated herein by reference.

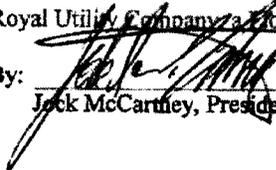
Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **Royal Utility Company, a Florida corporation**, the undersigned hereby certifies the following on behalf of **Royal Utility Company, a Florida corporation**:

1. **Royal Utility Company, a Florida corporation** is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. **Royal Utility Company, a Florida corporation** is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. **Royal Utility Company, a Florida corporation's** U.S. employer identification number is **65-0051494**; and
4. **Royal Utility Company, a Florida corporation's** office address is **8900 Northwest 44th Ct., Coral Springs, FL 33065**.

Royal Utility Company, a Florida corporation understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of **Royal Utility Company, a Florida corporation**.

Royal Utility Company, a Florida corporation

By: 
Jack McCartney, President

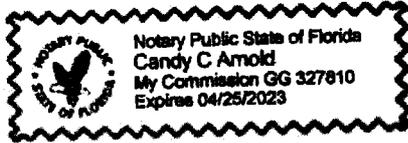
Date: 10/28/19

(Corporate Seal)

State of Florida
County of Pasco

The foregoing instrument was sworn to and subscribed before me this 1st day of July, 2019 by Jock McCartney, President of Royal Utility Company, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name:

Candy C. Arnold

My Commission Expires:

04/25/2023

Parcel Identification Number(s):
4841 15 01 0013

This Instrument Prepared by/Return to:
Stephen C. Booth, Esquire
BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, Florida 34668
File # 19-290

Consideration: \$700,000.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 28 day of June, 2019 by and between **ROYAL UTILITY COMPANY, a Florida corporation**, of the County of Broward and State of Florida, Grantor, whose Post Office Address is: 8900 NW 44 Court, Coral Springs, FL 33065-1747, and **ROYAL WATERWORKS, INC., a Florida corporation**, of the County of Pasco and State of Florida, Grantee, whose post office address is: 4939 Cross Bayou Blvd., New Port Richey, FL 34652;

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid by the Grantee and other valuable considerations, the receipt whereof is acknowledged, hereby grants, bargains and sells to the said Grantee, forever, the following described land in the County of **BROWARD**, State of Florida, to wit:

See the attached Exhibit "A" incorporated herein by reference.

TO HAVE AND TO HOLD the above referenced property with appurtenances, unto the said Grantee, its successors and assigns forever.

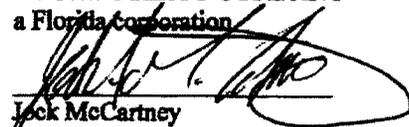
SUBJECT TO taxes and assessments accruing subsequent to December 31, 2018.

AND SAID GRANTOR does hereby fully specially warrant the title to said lands and will defend the same against the lawful claims of any person whomsoever claiming by, through or under the said Grantor, but against none other.

IN WITNESS WHEREOF, the above named corporate Grantor has caused these presents to be signed in its name by its undersigned officers, and its seal affixed the day and year first hereinabove written.

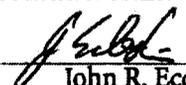
GRANTOR:

ROYAL UTILITY COMPANY
a Florida Corporation


Jock McCartney
President

Signed, sealed and delivered
in our presence:


John A. McCartney
Print name of first witness


John R. Eccleston
Print name of second witness

State of Florida
County of Broward :

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Jock McCartney as President of Royal Utility Company, a Florida corporation,

who is personally known to me or
 who has produced _____ (type of identification) as identification,

and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 28 day of June, 2019.

my commission expires:

Notary Public


Candy C. Arnold
Printed, typed or stamped name of notary

seal

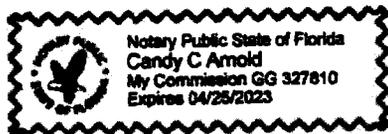


Exhibit "A"

Parcel I

The portion of tract 10 and 15 in the North one half of Section 15, Township 48 South, Range 41 East, Florida Fruit Lands Company's Subdivision No. 2 according to the plat thereof as recorded in Plat Book 1, Page 102 of the public records of Palm Beach County Florida, lying and being in Broward County Florida and being in particularly described as follows:

Begin at the Southwest corner of Tract "D" as shown on the plat of Royal Land according to the plat thereof as recorded in Plat Book 119 at Page 47 of the public records of Broward County Florida; thence run North 0 degrees 56 minutes 36 seconds West along the West line of said tract "F" for 330.00 feet; thence run North 09 degrees 27 minutes 00 seconds West along the South line of Tract "C" as shown on said plat of Royal Land for 660.00 feet; thence run South 00 degrees 56 minutes 36 seconds East along a portion of the Easterly limits of said Tract "C" for 330.00 feet to a point on the South line of said Tract 15; thence run South 89 degrees 27 minutes 00 seconds East along the South line of said tracts 10 and 15 for 660.00 feet to the point of beginning.

LESS AND EXCEPT the real property conveyed to the City of Coral Springs by Warranty Deed Recorded in Official Records Book 16689, Page 456, of the Public Records of Broward County, Florida.

More particularly described as:

A portion of TRACT 10 of the Subdivision of Section 15, Township 48 South, Range 41 East, of THE FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof as recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, lying and being in Broward County, Florida and being more particularly described as follows:

Begin at the Southwesterly corner of TRACT "B" as shown on the plat ROYAL LAND AMENDED according to the plat thereof as recorded in Plat Book 132 at Page 20 of the Public Records of Broward County, Florida; thence run North 89 degrees 27 minutes 00 seconds West along the Westerly prolongation of the Southerly line of said TRACT "B" for 334.90 feet; thence run North 00 degrees 56 minutes 36 Seconds West for 165.05 feet; thence run South 89 degrees 27 minutes 00 seconds East for 28.63 feet; thence run North 00 degrees 56 minutes 36 seconds West for 164.95 feet to a point on the Southerly line of TRACT "A" as shown on said plat of ROYAL LAND AMENDED, thence run South 89 degrees 27 minutes 00 seconds East along the Southerly line of said TRACT "A" for 316.27 feet to the Southeast corner of said TRACT "A", thence run South 00 degrees 56 minutes 36 seconds East along the Westerly line of said tract "B" for 330.00 feet to the Point of Beginning.

Parcel II

Together with Grant of Drainage Easement recorded in Book 16300, Page 39, described as:

Royal Land Amended - Tract "A"
10.00' Wide Drainage Easement

A portion of Tract "A", ROYAL LAND AMENDED, according to the plat thereof as recorded in Plat Book 132, Page 20 in the Public Records of Broward County, Florida more particularly described as follows:

COMMENCE at the Southwest corner of said Tract "A", thence S 89°27'00" E, along the South boundary of said Tract 182.53 feet to the POINT OF BEGINNING; thence continue S 89°27'00" E, along said boundary 10.00 feet; thence N 00°33'00" E, 16.65 feet to a point on the South Right-Of-Way Line of Tract "I" as shown on said plat, said point being on the arc of a nontangent curve (radial line thru said point bears S 06°38'18" W); thence Westerly along the arc of said curve, being concave to the North, having a radius of 825.00 feet, a central angle of 00°41'56" and an arc distance of 10.06 feet (the last described course being coincident with said Right-Of-Way line; thence S 00°33'00" W, 17.78 feet to the POINT OF BEGINNING.

Parcel III

Also together with Grant of Easement for Ingress and Egress and utility purposes described as:

Royal Land Amended - Tract "A"
Ingress Egress Easement

A portion of Tract "A", ROYAL LAND AMENDED, according to the plat thereof as recorded In Plat Book 132, Page 20 in the Public Records of Broward County, Florida more particularly described as follows:

COMMENCE at the Southwest corner of said Tract "A", thence S 89°27'00" E, along the South boundary of said Tract 225.03 feet to the POINT OF BEGINNING, thence continue S 89°27'00" E, along said boundary 95.00 feet, thence N 00°33'00" E 12.00 feet to a point on the South Right of Way Line of Tract "I" as shown on said plat (NW 44th Court); thence N 89°27'00" W, along said line 40.00 feet to a point on the arc of a tangent curve; thence Westerly along the arc of said curve, being concave to the North, having a radius of 825.00 feet, a central angle of 03°49'21" and an arc distance of 55.04 feet (the last described course being coincident with said right of way line); thence S 00°33'00" W, 13.84 feet to the POINT BEGINNING.

TOGETHER WITH any and all easements or rights appurtenant to the Lands for the existing water and wastewater systems serving various subdivisions within the utility Service Area, whether the same are

recorded or unrecorded, so long as the same are beneficial to the existing water and wastewater system being conveyed by Grantor.

**POST CLOSING AGREEMENT
FOR
SALE OF WATER AND WASTEWATER ASSETS**

This Post Closing Agreement, is made and entered into as of this 1st day of July, 2019, by and among Royal Utility Company with an address of 8900 Northwest 44th Court, Coral Springs, Florida 33065 ("Seller"), and Royal Waterworks, Inc., a Florida corporation with an address of 4939 Cross Bayou Blvd., New Port Richey, Florida 34652 ("Buyer"), with reference to the following RECITALS:

RECITATIONS:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement for the purchase and sale of water and wastewater assets dated May 6, 2019 ("Agreement"); and,

WHEREAS, the Closing Date on the transaction set forth in the Agreement is July 1, 2019 and the parties wish to identify and agree on certain matters to be addressed on a post-closing basis.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

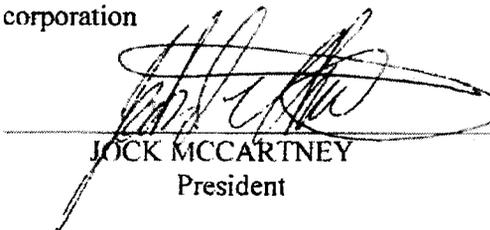
1. The foregoing recitals are true, correct and incorporated herein by reference.
2. Seller shall be entitled to access to the offices of the utility to access the mailbox and drop box in order to pick up customer checks in payment of the bills rendered by Seller prior to Closing. Seller shall be permitted to retain the necessary keys to effectuate these tasks for the period ending on or about July 31, 2019.

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

ATTEST:

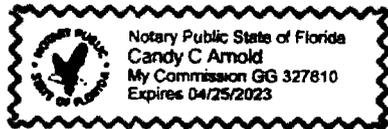

JOHN MCCARTNEY

ROYAL UTILITY COMPANY, a Florida corporation


JOCK MCCARTNEY
President

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26th day of June, 2019 by Jock McCartney, as President of Royal Utility Company, on behalf of the company. He is personally know to me or has produced _____ as identification.



A handwritten signature in black ink, appearing to read 'Candy C Arnold', written over a horizontal line.

Notary Public
My Commission Expires: 04/25/2023

ATTEST:

ROYAL WATERWORKS, INC. a Florida corporation

GARY DEREMER
President

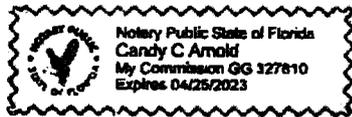
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Gary Deremer, as president of Royal Waterworks, Inc., on behalf of the company. He is personally know to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26th day of June, 2019 by Jock McCartney, as President of Royal Utility Company, on behalf of the company. He is personally know to me or has produced _____ as identification.



Candy C Arnold

Notary Public
My Commission Expires: 04/25/2023

ATTEST

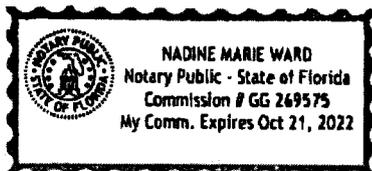
ROYAL WATERWORKS, INC. a Florida corporation

Gary Deremer

GARY DEREMER
President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 28th day of June, 2019, by Gary Deremer, as president of Royal Waterworks, Inc., on behalf of the company. He is personally know to me or has produced _____ as identification.



Nadine Ward

Notary Public
My Commission Expires: 10/21/22

Closing Certificate
of
ROYAL UTILITY COMPANY

The undersigned is the President and an authorized signatory on behalf of Royal Utility Company, a Florida corporation (the "Seller") and hereby certifies on behalf of the Seller as follows:

1. The Asset Purchase Agreement dated May 6, 2019 (the "Purchase Agreement") between Royal Utility Company, a Florida corporation (the "Utility") and Royal Waterworks, Inc., a Florida corporation (the "Buyer" or "Waterworks") and the deed and conveyance of the real property, the assignment, the bill of sale and other instruments whereby the Assets (as defined in the Purchase Agreement) have been conveyed to Buyer (collectively, the "Conveyance Instruments" and, together with the Purchase Agreement, the "Contracts") have been duly authorized, executed and delivered by Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

2. The Conveyance Instruments are effective to convey the Assets purportedly conveyed thereby free and clear of any lien or encumbrance which could reasonably be expected to have a material and adverse effect upon the ability of the Buyer to own or use such Assets as a part of the System.

3. Seller has either (i) caused or made provision for the release of all liens, security interests and other encumbrances other than Permitted Encumbrances and the Conveyance Instruments are effective to convey the Assets purportedly conveyed thereby free and clear of any such lien, security interest or encumbrance, or (ii) disclosed such liens, security interests or encumbrances to Waterworks in writing prior to such conveyance and Waterworks has furnished written acceptance of the same as Permitted Encumbrances.

4. Seller has performed and complied in all material respects with those covenants or obligations required to be performed or complied with under the Agreement that are due as of the date hereof.

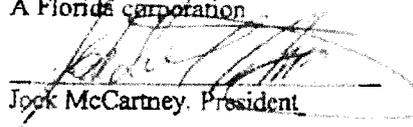
5. Performance by Seller of its obligations under the Contracts does not and will not violate any law, regulation or ruling of any governmental authority or court having jurisdiction over Seller, any provision of the bylaws or governing and/or organizational documents of Seller, or to my knowledge, any provision of any contract binding upon Seller, the breach of which could reasonably be expected to have a material and adverse effect upon the completion of the Contracts in accordance with their terms.

6. There is no litigation pending, or to my knowledge, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of Seller to perform its obligations in compliance with the Contracts.

7. All representations and warranties of Seller contained in the Purchase Agreement are true and correct in all material respects as of the date hereof, and Seller has complied in all material respects with its covenants under the Purchase Agreement.

Dated: June 25th 2019

SELLER:
Royal Utility Company
A Florida corporation



Jack McCartney, President

Exhibit A

Parcel I

The portion of Tract 10 and 15 in the North one half of Section 15, Township 48 South, Range 41 East, Florida Fruit Lands Company's Subdivision No. 2 according to the plat thereof as recorded in Plat Book 1, Page 102 of the public records of Palm Beach County Florida, lying and being in Broward County Florida and being in particularly described as follows:

Begin at the Southwest corner of Tract "D" as shown on the plat of Royal Land according to the plat thereof as recorded in Plat Book 119 at Page 47 of the public records of Broward County Florida; thence run North 0 degrees 56 minutes 36 seconds West along the West line of said tract "F" for 330.00 feet; thence run North 09 degrees 27 minutes 00 seconds West along the South line of Tract "C" as shown on said plat of Royal Land for 660.00 feet; thence run South 00 degrees 56 minutes 36 seconds East along a portion of the Easterly limits of said Tract "C" for 330.00 feet to a point on the South line of said Tract 15; thence run South 89 degrees 27 minutes 00 seconds East along the South line of said tracts 10 and 15 for 660.00 feet to the point of beginning.

LESS AND EXCEPT the real property conveyed to the City of Coral Springs by Warranty Deed Recorded in Official Records Book 16689, Page 456, of the Public Records of Broward County, Florida.

More particularly described as:

A portion of TRACT 10 of the Subdivision of Section 15, Township 48 South, Range 41 East, of THE FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof as recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, lying and being in Broward County, Florida and being more particularly described as follows:

Begin at the Southwesterly corner of TRACT "B" as shown on the plat ROYAL LAND AMENDED according to the plat thereof as recorded in Plat Book 132 at Page 20 of the Public Records of Broward County, Florida; thence run North 89 degrees 27 minutes 00 seconds West along the Westerly prolongation of the Southerly line of said TRACT "B" for 334.90 feet; thence run North 00 degrees 56 minutes 36 Seconds West for 165.05 feet; thence run South 89 degrees 27 minutes 00 seconds East for 28.63 feet; thence run North 00 degrees 56 minutes 36 seconds West for 164.95 feet to a point on the Southerly line of TRACT "A" as shown on said plat of ROYAL LAND AMENDED, thence run South 89 degrees 27 minutes 00 seconds East along the Southerly line of said TRACT "A" for 316.27 feet to the Southeast corner of said TRACT "A", thence run South 00 degrees 56 minutes 36 seconds East along the Westerly line of said tract "B" for 330.00 feet to the Point of Beginning.

Parcel II

Together with Grant of Drainage Easement recorded in Book 16300, Page 39, described as:

Royal Land Amended - Tract "A"
10.00' Wide Drainage Easement

A portion of Tract "A", ROYAL LAND AMENDED, according to the plat thereof as recorded in Plat Book 132, Page 20 in the Public Records of Broward County, Florida more particularly described as follows:

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Parcel III

Exhibit A

(Continued)

Also together with Grant of Easement for Ingress and Egress and utility purposes described as:

Royal Land Amended - Tract "A"
Ingress Egress Easement

A portion of Tract "A", ROYAL LAND AMENDED, according to the plat thereof as recorded in Plat Book 132, Page 20 in the Public Records of Broward County, Florida more particularly described as follows:

COMMENCE at the Southwest corner of said Tract "A", thence S 89°27'00" E, along the South boundary of said Tract 225.03 feet to the POINT OF BEGINNING, thence continue S 89°27'00" E, along said boundary 95.00 feet, thence N 00°33'00" E 12.00 feet to a point on the South Right of Way Line of Tract "I" as shown on said plat (NW 44th Court); thence N 89°27'00" W, along said line 40.00 feet to a point on the arc of a tangent curve; thence Westerly along the arc of said curve, being concave to the North, having a radius of 825.00 feet, a central angle of 03°49'21" and an arc distance of 55.04 feet (the last described course being coincident with said right of way line); thence S 00°33'00" W. 13.84 feet to the POINT BEGINNING.

Parcel Identification Number: 4841 15 01 0013

RESOLUTION/INCUMBENCY CERTIFICATE

The undersigned Officer(s) of **ROYAL UTILITY COMPANY**, a Florida corporation (the "Company") hereby certify(ies) that the Company is a corporation organized and existing under the laws of the State of Florida, having its chief executive office, principal place of business and registered agent at 8900 Northwest 44th Ct., Coral Springs, FL 33065; that the following copy is a true and correct copy of the resolution duly adopted at a meeting of the board of directors or governing body of the Company, held on or about May 6, 2019; that said meeting was duly authorized by the organizational documents and bylaws governing the Company; that the actions taken at such meeting and reflected in said resolution are authorized by the organizational documents and/or bylaws of the Company; and that said resolution is now in full force and effect and has not been modified or amended.

WHEREAS, the Company desires to authorize **JOCK McCARTNEY** in his capacity as President of the Company ("Agent") to enter into and execute for and on behalf of and in the name of the Company the documentation required to effectuate the sale of the real and personal property described on the attached Exhibit "A" (the "Property") pursuant to the Asset Purchase Agreement dated May 6, 2019 between the Company, as Seller, and Royal Waterworks, Inc., a Florida corporation, as Buyer, without the necessity for consent or joinder of any other person.

NOW THEREFORE, IT IS HEREBY:

RESOLVED, that the Agent is hereby authorized and empowered in the name and on behalf of the Company from time to time as it shall deem appropriate to:

(i) execute on behalf of the Company in such form as may be required by the Closing Agent or Title Insuring Agent and deemed advisable by the Agent, the Closing Statement, Deed, Assignments, Certificates, Affidavits, and such other instruments or documents required as a condition to the consummation of the sale transaction; and

FURTHER RESOLVED, that the Agent is authorized and directed to execute and deliver in the name and on behalf of the Company any other agreements or documents as the Agent may consider necessary or appropriate in order to consummate the transaction contemplated in this resolution; and

FURTHER RESOLVED, that the approval and agreement of the Agent and the Company of and to the conditions contained in the agreements, certificates, documents and other instruments executed by the Agent in connection with sale transaction contemplated in this resolution shall be conclusively established by its execution thereof; and

FURTHER RESOLVED, that the execution by the Agent shall be conclusive evidence of his authority to act on behalf of and in the name of the Company as provided herein; and

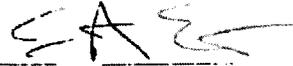
THE UNDERSIGNED FURTHER CERTIFY that neither the articles of organization nor the bylaws of the Company, require, prohibit or limit in any manner the authorization contained herein.

FURTHER CERTIFIED The following officers hold the offices set forth beside their names:

Jock McCartney	President
Rick Sullivan	Vice President and Director
Stephen Eckert	Secretary, Treasurer and Director
Scott Porten	Vice President and Director
John McCartney	Assistant Secretary and Director

Further Certified: That the sale of substantially all of the accounts of Royal Utility Company was approved by a super majority vote of its' Shareholders.

So certified this 25th day of June, 2019



Stephen Eckert, Secretary, Royal Utility
Company

Exhibit "A"

Parcel I

The portion of tract 10 and 15 in the North one half of Section 15, Township 48 South, Range 41 East, Florida Fruit Lands Company's Subdivision No. 2 according to the plat thereof as recorded in Plat Book 1, Page 102 of the public records of Palm Beach County Florida, lying and being in Broward County Florida and being in particularly described as follows:

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LESS AND EXCEPT the real property conveyed to the City of Coral Springs by Warranty Deed Recorded in Official Records Book 16689, Page 456, of the Public Records of Broward County, Florida.

More particularly described as:

A portion of TRACT 10 of the Subdivision of Section 15, Township 48 South, Range 41 East, of THE FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof as recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, lying and being in Broward County, Florida and being more particularly described as follows:

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Parcel II

Together with Grant of Drainage Easement recorded in Book 16300, Page 39, described as:

Royal Land Amended - Tract "A"
10.00' Wide Drainage Easement

A portion of Tract "A", ROYAL LAND AMENDED, according to the plat thereof as recorded in Plat Book 132, Page 20 in the Public Records of Broward County, Florida more particularly described as follows:

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Parcel III

Also together with Grant of Easement for Ingress and Egress and utility purposes described as:

Royal Land Amended - Tract "A"
Ingress Egress Easement

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TOGETHER WITH any and all easements or rights appurtenant to the Lands used or useful in the operation of the existing water and wastewater system serving various subdivisions within the

Service Area of the Company, whether the same are recorded or unrecorded, so long as the same are beneficial to the existing water and wastewater system being conveyed by the Company.

TOGETHER WITH all of the Assets described in the Asset Purchase Agreement dated May 6, 2019 between Royal Utility Company, a Florida corporation, as Seller, and Royal Waterworks, Inc., a Florida corporation, as Purchaser.

**ASSIGNMENT AND ASSUMPTION OF PERMITS
AND GOVERNMENTAL APPROVALS**

THIS ASSIGNMENT AND ASSUMPTION OF PERMITS AND GOVERNMENTAL APPROVALS (this "Assignment") is made and entered into this 15th day of July, 2019 by and between ROYAL UTILITY COMPANY, a Florida corporation ("Assignor") and ROYAL WATERWORKS, INC., a Florida corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has as of this date conveyed to Assignee, pursuant to that certain Asset Purchase Agreement dated May 6, 2019 (the "Purchase Agreement"), all of the real and personal property, both tangible and intangible, which comprise the Assets. All capitalized terms not defined herein shall have the meaning(s) ascribed to them in the Purchase Agreement; and

WHEREAS, included within the Assets which Assignor intends to convey to Assignee, and Assignee intends to accept, are all of Assignor's certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds and all rights to construct, maintain and operate the Utility System and its plants and systems, and every right of every character whatsoever in connection therewith, and the obligations thereof; together with all rights granted to Assignor under any of the foregoing, made available by or under the authority of any governmental body or pursuant to any legal requirement, identified on Exhibit "A" attached hereto and made a part hereof (collectively the "Permits").

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with \$10.00 and other good and valuable consideration exchanged between the parties, the parties do undertake, promise and agree for themselves, their permitted successors and assigns as follows:

1. Assignor hereby conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor in the Permits except as otherwise set forth in paragraph 1.2 (a) through (e) of the Purchase Agreement; provided, however, that other than as contained in the Purchase Agreement, Assignor makes no representation or warranty that the Permits are legally sufficient.

2. Except as otherwise set forth in paragraph 1.2 (a) through (e) of the Purchase Agreement, Assignee hereby accepts the transfer and assignment of the Permits as set forth in Paragraph 1 herein, and assumes the performance, obligations, duties and liabilities of Assignor under such Permits as of the date hereof. As of the date of this Agreement, and pursuant to the Purchase Agreement, Assignor's obligations and responsibilities to act under such Permits shall cease and terminate and Assignor shall have no further liabilities or obligations with respect to the Permits, except for those obligations and responsibilities which accrued prior to the date of this Assignment. Assignor makes no representations, warranties or covenants concerning the Permits other than those set forth in the Purchase Agreement.

3. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient, to carry out and effectuate the intent and purposes of this Assignment.

4. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their successors and assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within said State.

6. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

7. This Assignment incorporates the Purchase Agreement and by reference all definitions, terms, provisions, conditions and limitations set forth therein. In the event of any conflict or inconsistency between the Purchase Agreement and the definitions, terms, provisions, conditions and limitations set forth therein and those which are set forth in this Assignment, the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement shall supersede and prevail.

[signature pages follow]

Signed, sealed and delivered in the presence of:

ASSIGNOR:

Royal Utility Company
A Florida corporation


Signature

John A. McCartney

Type/print name of witness


Signature

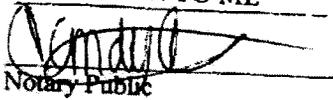
John R. Eccleston

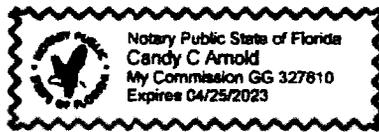
Type/print name of witness

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 25th day of June 20 19 by Jock McCartney, as President and authorized signatory on behalf of Royal ~~Water~~ Utility Company, a Florida corporation. He is personally known to me or has produced KNOWN TO ME as identification.




Notary Public



Signed, sealed and delivered in the presence of:

Stephen C. Booth
Signature

STEPHEN C. BOOTH

Type/print name of witness

Laurie A. Nezbeth
Signature

Laurie A. Nezbeth
Type/print name of witness

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 24 day of June, 20 19 by Gary Deremer as President on behalf of Royal Waterworks, Inc., a Florida corporation. He is personally known to me.

Laurie A. Nezbeth
Notary Public



ASSIGNEE:

Royal Waterworks, Inc.
A Florida corporation

[Signature]
Gary Deremer, President

Exhibit "A"
Permits

All existing permits and governmental approvals, to the extent they are assignable, relating to the water system(s) and wastewater system(s) presently serving the Service Area of Royal Utility Company in Broward County, Florida, including, but not limited to, the following:

PWS

[List all]

CORPORATION RESOLUTION/INCUMBENCY CERTIFICATE

The undersigned officer(s) of **ROYAL WATERWORKS, INC.**, a Florida corporation (the "Company") hereby certify that the Company is a corporation organized and existing under the laws of the State of Florida, having its chief executive office, principal place of business, registered office and registered agent at c/o 4939 Cross Bayou Blvd., New Port Richey, FL 34652; that the following copy is a true and correct copy of the resolution duly adopted at a meeting of the Board of Directors of the Company, held on or about May 6, 2019, that said meeting was duly authorized by the Bylaws of the Company; that the actions taken at such meeting and reflected in said resolution are authorized by the Bylaws of the Company; and that said resolution is now in full force and effect and has not been modified or amended.

WHEREAS, the Company desires to authorize Gary Deremer in his capacity as the President of the Company ("Agent") to enter into and execute for and on behalf of and in the name of the Company the documentation required to effectuate the purchase of the property described on the attached Exhibit "A" (the "Property") without the necessity for consent or joinder of any other person.

NOW THEREFORE, IT IS HEREBY:

RESOLVED, that the Agent is hereby authorized and empowered in the name and on behalf of the Company from time to time as it shall deem appropriate to:

(i) execute on behalf of the Company in such form as may be required by the Closing Agent or Title Insuring Agent and deemed advisable by the Agent, the Closing Statement and such other instruments or documents required as a condition to the consummation of the purchase transaction; and

FURTHER RESOLVED, that the Agent is authorized and directed to execute and deliver in the name and on behalf of the Company any other agreements, certificates or documents as the Agent may consider necessary or appropriate in order to consummate the transaction contemplated in this resolution; and

FURTHER RESOLVED, that the approval and agreement of the Agent and the Company of and to the conditions contained in the agreements, certificates, documents and other instruments executed by the Agent in connection with purchase transaction contemplated in this resolution shall be conclusively established by its execution thereof; and

FURTHER RESOLVED, that the execution by the Agent shall be conclusive evidence of his authority to act on behalf of and in the name of the Company as provided herein; and

THE UNDERSIGNED FURTHER CERTIFY that neither the articles of organization nor the Bylaws of the Company, require, prohibit or limit in any manner the authorization contained herein.

FURTHER CERTIFIED: The following officers hold the offices set forth beside their names:

Gary Deremer President and Director

William T. Rendell Secretary and Treasurer

So certified this 24th day of June, ~~2018~~²⁰¹⁹ 



William T. Rendell,

Its Secretary and Treasurer

(COMPANY SEAL)

Prepared by/return to:
Stephen C. Booth, Esquire
BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, FL 34668
File #19-290

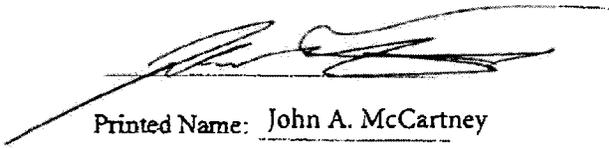
ASSIGNMENT OF INTEREST IN EASEMENTS,

In consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby assigns to **ROYAL WATERWORKS, INC.**, a Florida corporation, its successors and/or assigns, any and all interest the undersigned had, now has or may have in all easements, express or implied serving the undersigned's water production and distribution system and the undersigned's waste water collection and treatment system (collectively the "System") including, but not limited to, those which are identified on the attached Schedule A.

Dated effective the 1st day of July, 2019

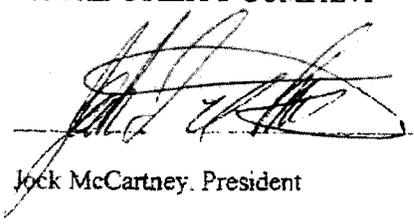
Signed, sealed and delivered in the presence of:

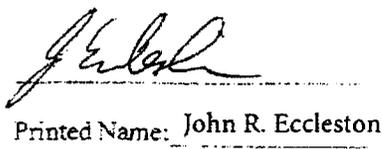
Witness:


Printed Name: John A. McCartney

ROYAL UTILITY COMPANY

Witness:


Jock McCartney, President

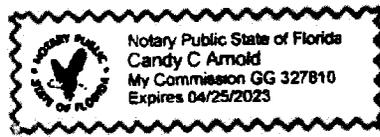

Printed Name: John R. Eccleston

STATE OF Florida

COUNTY OF Broward

Acknowledged before me the 25th day of June, 2019 by Jack McCartney as President on behalf of Royal Utility Company, a Florida corporation, who is personally known to me or has produced a driver's license as identification.

Notary Seal



Candy C Arnold

NOTARY PUBLIC

Print name: Candy C Arnold

Commission expires on: 04/25/2023

Exhibit "A"

Parcel I

The portion of tract 10 and 15 in the North one half of Section 15, Township 48 South, Range 41 East, Florida Fruit Lands Company's Subdivision No. 2 according to the plat thereof as recorded in Plat Book 1, Page 102 of the public records of Palm Beach County Florida, lying and being in Broward County Florida and being in particularly described as follows:

Begin at the Southwest corner of Tract "D" as shown on the plat of Royal Land according to the plat thereof as recorded in Plat Book 119 at Page 47 of the public records of Broward County Florida; thence run North 0 degrees 56 minutes 36 seconds West along the West line of said tract "F" for 330.00 feet; thence run North 09 degrees 27 minutes 00 seconds West along the South line of Tract "C" as shown on said plat of Royal Land for 660.00 feet; thence run South 00 degrees 56 minutes 36 seconds East along a portion of the Easterly limits of said Tract "C" for 330.00 feet to a point on the South line of said Tract 15; thence run South 89 degrees 27 minutes 00 seconds East along the South line of said tracts 10 and 15 for 660.00 feet to the point of beginning.

LESS AND EXCEPT the real property conveyed to the City of Coral Springs by Warranty Deed Recorded in Official Records Book 16689, Page 456, of the Public Records of Broward County, Florida.

More particularly described as:

A portion of TRACT 10 of the Subdivision of Section 15, Township 48 South, Range 41 East, of THE FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof as recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, lying and being in Broward County, Florida and being more particularly described as follows:

Begin at the Southwesterly corner of TRACT "B" as shown on the plat ROYAL LAND AMENDED according to the plat thereof as recorded in Plat Book 132 at Page 20 of the Public Records of Broward County, Florida; thence run North 89 degrees 27 minutes 00 seconds West along the Westerly prolongation of the Southerly line of said TRACT "B" for 334.90 feet; thence run North 00 degrees 56 minutes 36 Seconds West for 165.05 feet; thence run South 89 degrees 27 minutes 00 seconds East for 28.63 feet; thence run North 00 degrees 56 minutes 36 seconds West for 164.95 feet to a point on the Southerly line of TRACT "A" as shown on said plat of ROYAL LAND AMENDED, thence run South 89 degrees 27 minutes 00 seconds East along the Southerly line of said TRACT "A" for 316.27 feet to the Southeast corner of said TRACT "A", thence run South 00 degrees 56 minutes 36 seconds East along the Westerly line of said tract "B" for 330.00 feet to the Point of Beginning.

Parcel II

Together with Grant of Drainage Easement recorded in Book 16300, Page 39, described as:

**Royal Land Amended - Tract "A"
10.00' Wide Drainage Easement**

A portion of Tract "A", ROYAL LAND AMENDED, according to the plat thereof as recorded in Plat Book 132, Page 20 in the Public Records of Broward County, Florida more particularly described as follows:

COMMENCE at the Southwest corner of said Tract "A", thence S 89°27'00" E, along the South boundary of said Tract 182.53 feet to the POINT OF BEGINNING; thence continue S 89°27'00" E, along said boundary 10.00 feet; thence N 00°33'00" E, 16.65 feet to a point on the South Right-Of-Way Line of Tract "I" as shown on said plat, said point being on the arc of a nontangent curve (radial line thru said point bears S 06°38'18" W); thence Westerly along the arc of said curve, being concave to the North, having a radius of 825.00 feet, a central angle of 00°41'56" and an arc distance of 10.06 feet (the last described course being coincident with said Right-Of-Way line; thence S 00°33'00" W, 17.78 feet to the POINT OF BEGINNING.

Parcel III

Also together with Grant of Easement for Ingress and Egress and utility purposes described as:

**Royal Land Amended - Tract "A"
Ingress Egress Easement**

A portion of Tract "A", ROYAL LAND AMENDED, according to the plat thereof as recorded In Plat Book 132, Page 20 in the Public Records of Broward County, Florida more particularly described as follows:

COMMENCE at the Southwest corner of said Tract "A", thence S 89°27'00" E, along the South boundary of said Tract 225.03 feet to the POINT OF BEGINNING, thence continue S 89°27'00" E, along said boundary 95.00 feet, thence N 00°33'00" E 12.00 feet to a point on the South Right of Way Line of Tract "I" as shown on said plat (NW 44th Court); thence N 89°27'00" W, along said line 40.00 feet to a point on the arc of a tangent curve; thence Westerly along the arc of said curve, being concave to the North, having a radius of 825.00 feet, a central angle of 03°49'21" and an arc distance of 55.04 feet (the last described course being coincident with said right of way line); thence S 00°33'00" W. 13.84 feet to the POINT BEGINNING.

TOGETHER WITH any and all easements or rights appurtenant to the Lands used or useful in the operation of the existing water system serving various subdivisions within the Service Area of the Company, whether the same are recorded or unrecorded, so long as the same are beneficial to the existing water system being conveyed to the Company.

CONTINUATION OF EXHIBIT "A"

TOGETHER WITH all of the Assets described in the Asset Purchase Agreement dated May 6, 2019 between Royal Utility Company, a Florida corporation, as Seller, and Royal Waterworks, Inc., a Florida corporation, as Purchaser.

Prepared by/return to:

Stephen C. Booth, Esquire
BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, FL 34668

File #19-290

BILL OF SALE
Water and Wastewater Utility System

KNOW ALL MEN BY THESE PRESENTS that on the 28 day of June, 2019, **ROYAL UTILITY COMPANY**, a Florida corporation ("Seller") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by **ROYAL WATERWORKS, INC.**, a Florida corporation ("Purchaser"), the receipt of which is hereby acknowledged pursuant to the Asset Purchase Agreement between the parties, dated May 6, 2019 (the "Purchase Agreement"), hereby grant, sell, assign and convey to Purchaser all of Seller's right, title and interest in and to all of the personal property, both tangible and intangible, of the Assets, held, used or useful in connection with the production, treatment, distribution or collection of water and collection of wastewater within the Service Area, as such terms are defined in the Purchase Agreement, including, but not limited to, the following:

1. All water supply, treatment, storage, distribution and transmission fixtures and facilities, all wastewater collection, treatment and disposal fixtures and facilities of every kind and description whatsoever, including, but not limited to, pumps and pump stations, plants, wells, storage tanks, fire hydrants, irrigation service lines lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection therewith (the "Utility System"), together with all additions or replacements thereto;
2. The following, but only to the extent that Seller's right, title or interest is transferrable: all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and all rights to construct, maintain, and operate the Utility System and its plants and systems for the collection and disposal of wastewater, including reclaimed water, and every right of every character whatever in connection therewith, and the obligations thereof (collectively, the "Certificates");
3. All supplier lists, customer records, prints, plans, including plans in electronic or digital format, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information relating to the Utility System and its plants and systems for the intended use as set forth in the Purchase Agreement, and every right of every character whatever in connection therewith, and the obligations thereof (collectively, the "Certificates");
4. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias, or other reproducible materials in Seller's possession, including right of Seller, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form;
5. All rights of Seller under any Developer Agreements, if any, which are assumed by Purchaser pursuant to the Purchase Agreement;

6. All rights and obligations of Seller under the Contracts and Leases, if any, which are assumed by Purchaser pursuant to the Purchase Agreement;

Notwithstanding the foregoing, Seller does not hereby convey to Purchaser those certain Excluded Assets, as such term is defined and described in the Purchase Agreement.

Seller represents and warrants that it is providing all of its ownership interest in and to the above-referenced property and has removed or provided for the removal of all liens, security interests or encumbrances.

All capitalized terms utilized herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Purchase Agreement. The terms and conditions contained in the Purchase Agreement are incorporated herein by reference.

Seller makes no representation as to the condition of the Assets. Purchaser acknowledges that it is acquiring the Assets "as-is".

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

SELLER:

Signed, sealed and delivered in the presence of:

ROYAL UTILITY COMPANY
A Florida corporation

[Signature]
Signature
John A. McCartney

[Signature]
Jock McCartney, President

Type/print name of witness

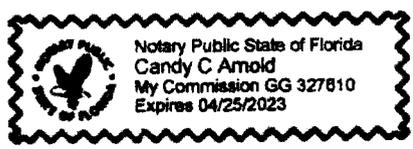
[Signature]
Signature
John R. Eccleston

Type/print name of witness

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 28 day of JUNE, 2019 by Jock McCartney, as President of Royal Utility Company, a Florida corporation. He is personally known to me or has produced personally known to me as identification.

[Signature]
Notary Public



Signed, sealed and delivered in the presence of:

Stephen C. Booth
Signature

STEPHEN C. BOOTH

Type/print name of witness

Laurie A. Nezbeth
Signature

Laurie A. Nezbeth
Type/print name of witness

BUYER:

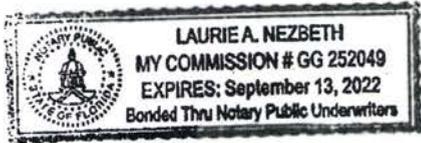
Royal Waterworks, Inc.
A Florida corporation

Gary Deremer
Gary Deremer, President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 24 day of June, 2019 by Gary Deremer as President on behalf of said Royal Waterworks, Inc., a Florida corporation. He is personally known to me.

Laurie A. Nezbeth
Notary Public



Closing Certificate
of
Royal Waterworks, Inc.

The undersigned is the President of Royal Waterworks, Inc., a Florida corporation (the "Buyer") and hereby certifies on behalf of the Buyer as follows:

1. The Asset Purchase Agreement dated May 6, 2019 (the "Purchase Agreement") between Royal Utility Company, a Florida corporation (the "Utility") and the Buyer, and the deed and conveyance of the real property, the assignment, the bill of sale and other instruments whereby the Assets (as defined in the Purchase Agreement) have been conveyed to Buyer (collectively, the "Conveyance Instruments" and, together with the Purchase Agreement, the "Contracts") have been duly authorized, executed and delivered by the Buyer and constitute the legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms.

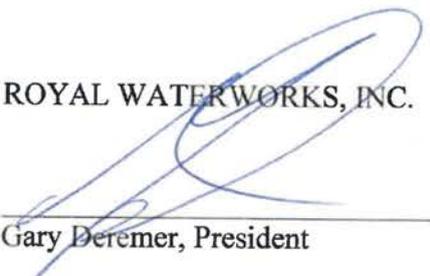
2. The Buyer is not prohibited by decree or law from consummating the transaction contemplated by the Purchase Agreement.

3. There is not pending, or to the knowledge of the Buyer, threatened, any legal action or proceeding that hinders the ability of the Buyer to perform its obligations in compliance with the Contracts.

4. All representations and warranties of the Buyer contained in the Purchase Agreement are true and correct in all material respects as of the date hereof, and the Buyer has complied in all material respects with its covenants under the Purchase Agreement.

Dated: 6/24/19

ROYAL WATERWORKS, INC.



Gary Deremer, President

EXHIBIT C
Rule 25-30.037 (2)(l)

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

The systems were purchased with a combination of long term debt (Bank of Tampa) and Shareholder's cash (equity). The utility, Royal Waterworks, Inc. was incorporated in the State of Florida on April 24, 2019, as such there are no financial statements of the utility. There are no other "entities" upon which the applicant is relying to provide funding to the buyer. The financial statements would be the individual shareholder's personal financial information. The financial statements for owners greater than 10% ownership interest will be supplied under separate cover letter requesting confidential treatment of such information.

EXHIBIT D
Rule 25-30.037 (2)(m)

To demonstrate the technical ability of the buyer to provide service, the buyer shall provide:

- 1. An explanation of the buyer's experience in the water or wastewater industry; and,**
- 2. The buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities;**

The President has been in the water and wastewater utility management, operations and maintenance related industry for over thirty (30) years bringing a level of Florida specific expertise that is not typical to private utility ownership within the State.

Gary Deremer – President: Over 30 years of Florida related water and wastewater industry experience; previous FPSC regulated utility ownership has included:

Holiday Utility System – Holiday, FL
Virginia City Utility System – New Port Richey, FL
Dixie Groves Utility System – Holiday, FL
Colonial Manor Utility System – Holiday, FL
Pasco Utilities, Inc. – Zephyrhills, FL

Royal Waterworks, Inc. has secured the services of U.S. Water Services Corporation to provide contract operating services and billing and collection services. Through U.S. Water Services Corporation, Mr. Deremer has controlled service delivery to more than 1,000 facilities within the State of Florida, including billing/collection and customer service, providing water service to more than 1,000,000 customers daily.

Currently, the shareholder of Royal Waterworks, Inc. is also majority shareholder in the following utilities:

<u>Utility</u>	<u>Certificate No.</u>
Harbor Utility Company	522-W
Lakeside Utility Company	567-W & 494-S
LP Utility Company	620-W & 533-S
HC Utility Company	422-W & 359-S
Brevard Utility Company	002-W
Sunny Hills Utility Company	501-W & 435-S
Jumper Creek Utility Company	667-W & 507-S
The Woods Utility Company	507-W & 441-S

Country Walk Utilities, Inc.	579-W
Raintree Waterworks, Inc.	539-W
Brendenwood Waterworks, Inc.	339-W
Lake Idlewild Utility Company	531-W
Black Bear Waterworks, Inc.	654-W
Pine Harbour Waterworks, Inc.	450-W
Merritt Island Utility Company	137-S
Seminole Waterworks, Inc.	672-W
Gator Waterworks, Inc.	555-W

In each of these orders approving the above transfers, the Commission specifically found that the transfers were in the public interest and also determined that the buyers had demonstrated the technical and financial ability to provide service to the existing service territory.

In addition, the shareholder currently has a application for transfer of certificate pending before the Commission in Docket No. 20160058-SU, North Charlotte Waterworks, Inc.

Thus, based on the above this transfer is in the public interest; the buyer has both the technical and financial ability to provide service.

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

EXHIBIT E
Rule 25-30.037(2)(n)

A legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.;

Legal Description for the Water and Wastewater Systems in Broward County

WATER AND WASTEWATER LEGAL DESCRIPTION

The north ½ of Section 15, Township 48 South, Range 41 East, situated in Broward County, Florida and containing 320 acres, more or less.

EXHIBIT F
Rule 25-30.037(2)(k)

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

The director and majority shareholder has been in the water and wastewater utility management, operations and maintenance related industry for over thirty (30) years bringing a level of Florida specific expertise that is not typical to private utility ownership within the State.

Gary Deremer – President: Over 30 years of Florida related water and wastewater industry experience; previous FPSC regulated utility ownership has included:

Holiday Utility System – Holiday, FL
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Royal Waterworks, Inc. has secured the services of U.S. Water Services Corporation to provide contract operating services and billing and collection services. Through U.S. Water Services Corporation, Mr. Deremer has controlled service delivery to more than 1,000 facilities within the State of Florida during their careers, including billing/collection and customer service, providing water service to more than 1,000,000 customers daily.

Currently, the shareholder of Royal Waterworks, Inc. is also majority shareholder in the following utilities:

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HC Utility Company	422-W & 359-S
Brevard Utility Company	002-W
Sunny Hills Utility Company	501-W & 435-S
Jumper Creek Utility Company	667-W & 507-S
The Woods Utility Company	507-W & 441-S
Country Walk Utilities, Inc.	579-W
Raintree Waterworks, Inc.	539-W
Brendenwood Waterworks, Inc.	339-W
Lake Idlewild Utility Company	531-W
Black Bear Waterworks, Inc.	654-W

Pine Harbour Waterworks, Inc.	450-W
Merritt Island Utility Company	137-S
Seminole Waterworks, Inc.	672-W
Gator Waterworks, Inc.	555-W

In each of these orders approving the above transfers, the Commission specifically found that the transfers were in the public interest and also determined that the buyers had demonstrated the technical and financial ability to provide service to the existing service territory.

In addition, the shareholder currently has a application for transfer of certificate pending before the Commission in Docket No. 160058-SU, North Charlotte Waterworks, Inc.

Royal Waterworks, Inc. is a Florida corporation authorized to do business in Florida as of April 24, 2019. Royal Waterworks has both the technical and financial wherewithal to continue quality water and wastewater service to its customers. The purchasing utility has both the technical and financial ability to make necessary repair and improvements to the water and wastewater systems and ensure the financial viability on an ongoing basis.

Thus, based on the above this transfer is in the public interest; the buyer has both the technical and financial ability to continue to provide quality water service to its customers.

EXHIBIT G

Rule 25-30.037(2)(k)

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

After reasonable investigation, the system being acquired appears to currently be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

EXHIBIT H
Rule 25-30.037(2)(s)

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

See attached recorded warranty deed and recorded easements.

INSTR # 115964488
Recorded 07/31/19 at 03:21 PM
Broward County Commission
5 Page(s)
Deed Doc Stamps: \$0.70
#1

Parcel Identification Number(s):
4841 15 01 0013

This Instrument Prepared by/Return to:
Stephen C. Booth, Esquire
BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, Florida 34668
File # 19-290

Consideration: \$700,000.00

CORRECTIVE SPECIAL WARRANTY DEED

THIS INDENTURE, made this 24 day of JULY, 2019 by and between **ROYAL UTILITY COMPANY, a Florida corporation**, of the County of Broward and State of Florida, Grantor, whose Post Office Address is: 8900 NW 44 Court, Coral Springs, FL 33065-1747, and **ROYAL WATERWORKS, INC., a Florida corporation**, of the County of Pasco and State of Florida, Grantee, whose post office address is: 4939 Cross Bayou Blvd., New Port Richey, FL 34652;

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid by the Grantee and other valuable considerations, the receipt whereof is acknowledged, hereby grants, bargains and sells to the said Grantee, forever, the following described land in the County of **BROWARD**, State of Florida, to wit:

See the attached Exhibit "A" incorporated herein by reference.

This instrument is given to correct errors in the legal description of that certain deed recorded July 3, 2019 as Instrument No. 115910377 on which documentary tax stamps were paid in full and affixed.

TO HAVE AND TO HOLD the above referenced property with appurtenances, unto the said Grantee, its successors and assigns forever.

SUBJECT TO taxes and assessments accruing subsequent to December 31, 2018.

AND SAID GRANTOR does hereby fully specially warrant the title to said lands and will defend the same against the lawful claims of any person whomsoever claiming by, through or under the said Grantor, but against none other.

IN WITNESS WHEREOF, the above named corporate Grantor has caused these presents to be signed in its name by its undersigned officers, and its seal affixed the day and year first hereinabove written.

5

Signed, sealed and delivered
in our presence:

[Signature]
John A. McCartney
Print name of first witness

[Signature]
Kelly Etheridge
Print name of second witness

GRANTOR:

ROYAL UTILITY COMPANY
a Florida corporation

[Signature]
Jock McCartney
President



BRIAN PATRICK MICHALZEN
Commission # GG 141644
Expires September 8, 2021
Bonded Thru Budget Notary Services

State of Florida
County of BROWARD :

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Jock McCartney as President of Royal Utility Company, a Florida corporation,

X who is personally known to me or
X who has produced Florida drivers license (type of identification) as identification,

and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 24th day of July, 2019.

my commission expires:
09/06/2021
seal

[Signature]
Notary Public
Brian P Michalzen
Printed, typed or stamped name of notary

Exhibit "A"

Parcel I

The portion of tract 10 and 15 in the North one half of Section 15, Township 48 South, Range 41 East, Florida Fruit Lands Company's Subdivision No. 2 according to the plat thereof as recorded in Plat Book 1, Page 102 of the public records of Palm Beach County Florida, lying and being in Broward County Florida and being in particularly described as follows:

Begin at the Southwest corner of Tract "F" as shown on the plat of Royal Land according to the plat thereof as recorded in Plat Book 119 at Page 47 of the public records of Broward County Florida; thence run North 0 degrees 56 minutes 36 seconds West along the West line of said tract "F" for 330.00 feet; thence run North 89 degrees 27 minutes 00 seconds West along the South line of Tract "C" as shown on said plat of Royal Land for 660.00 feet; thence run South 00 degrees 56 minutes 36 seconds East along a portion of the Easterly limits of said Tract "C" for 330.00 feet to a point on the South line of said Tract 15; thence run South 89 degrees 27 minutes 00 seconds East along the South line of said tracts 10 and 15 for 660.00 feet to the point of beginning.

LESS AND EXCEPT the real property conveyed to the City of Coral Springs by Warranty Deed Recorded in Official Records Book 16689, Page 456, of the Public Records of Broward County, Florida.

More particularly described as:

A portion of TRACT 10 of the Subdivision of Section 15, Township 48 South, Range 41 East, of THE FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof as recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, lying and being in Broward County, Florida and being more particularly described as follows:

Begin at the Southwesterly corner of TRACT "B" as shown on the plat ROYAL LAND AMENDED according to the plat thereof as recorded in Plat Book 132 at Page 20 of the Public Records of Broward County, Florida; thence run North 89 degrees 27 minutes 00 seconds West along the Westerly prolongation of the Southerly line of said TRACT "B" for 334.90 feet; thence run North 00 degrees 56 minutes 36 Seconds West for 165.05 feet; thence run South 89 degrees 27 minutes 00 seconds East for 28.63 feet; thence run North 00 degrees 56 minutes 36 seconds West for 164.95 feet to a point on the Southerly line of TRACT "A" as shown on said plat of ROYAL LAND AMENDED, thence run South 89 degrees 27 minutes 00 seconds East along the Southerly line of said TRACT "A" for 316.27 feet to the Southeast corner of said TRACT "A", thence run South 00 degrees 56 minutes 36 seconds East along the Westerly line of said tract "B" for 330.00 feet to the Point of Beginning.

Parcel II

Together with Grant of Drainage Easement recorded in Book 16300, Page 39, described as:

**Royal Land Amended - Tract "A"
10.00' Wide Drainage Easement**

A portion of Tract "A", ROYAL LAND AMENDED, according to the plat thereof as recorded in Plat Book 132, Page 20 in the Public Records of Broward County, Florida more particularly described as follows:

COMMENCE at the Southwest corner of said Tract "A", thence S 89°27'00" E, along the South boundary of said Tract 182.53 feet to the POINT OF BEGINNING; thence continue S 89°27'00" E, along said boundary 10.00 feet; thence N 00°33'00" E, 16.65 feet to a point on the South Right-Of-Way Line of Tract "I" as shown on said plat, said point being on the arc of a nontangent curve (radial line thru said point bears S 06°38'18" W); thence Westerly along the arc of said curve, being concave to the North, having a radius of 825.00 feet, a central angle of 00°41'56" and an arc distance of 10.06 feet (the last described course being coincident with said Right-Of-Way line); thence S 00°33'00" W, 17.78 feet to the POINT OF BEGINNING.

Parcel III

Also together with Grant of Easement for Ingress and Egress and utility purposes described as:

**Royal Land Amended - Tract "A"
Ingress Egress Easement**

A portion of Tract "A", ROYAL LAND AMENDED, according to the plat thereof as recorded in Plat Book 132, Page 20 in the Public Records of Broward County, Florida more particularly described as follows:

COMMENCE at the Southwest corner of said Tract "A", thence S 89°27'00" E, along the South boundary of said Tract 225.03 feet to the POINT OF BEGINNING, thence continue S 89°27'00" E, along said boundary 95.00 feet, thence N 00°33'00" E 12.00 feet to a point on the South Right of Way Line of Tract "I" as shown on said plat (NW 44th Court); thence N 89°27'00" W, along said line 40.00 feet to a point on the arc of a tangent curve; thence Westerly along the arc of said curve, being concave to the North, having a radius of 825.00 feet, a central angle of 03°49'21" and an arc distance of 55.04 feet (the last described course being coincident with said right of way line); thence S 00°33'00" W, 13.84 feet to the POINT BEGINNING.

TOGETHER WITH any and all easements or rights appurtenant to the Lands for the existing water and wastewater systems serving various subdivisions within the utility Service Area, whether the same are

recorded or unrecorded, so long as the same are beneficial to the existing water and wastewater system being conveyed by Grantor.

Prepared by/return to:
Stephen C. Booth, Esquire
BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, FL 34668
File #19-290

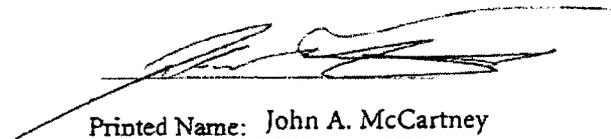
ASSIGNMENT OF INTEREST IN EASEMENTS,

In consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby assigns to **ROYAL WATERWORKS, INC.**, a Florida corporation, its successors and/or assigns, any and all interest the undersigned had, now has or may have in all easements, express or implied serving the undersigned's water production and distribution system and the undersigned's waste water collection and treatment system (collectively the "System") including, but not limited to, those which are identified on the attached Schedule A.

Dated effective the 1st day of July, 2019

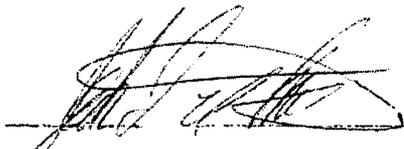
Signed, sealed and delivered in the presence of:

Witness:


Printed Name: John A. McCartney

ROYAL UTILITY COMPANY

Witness:


Jack McCartney, President


Printed Name: John R. Eccleston

STATE OF Florida

COUNTY OF Broward

Acknowledged before me the 25th day of June, 2019 by Jock
McCartney as President on behalf of Royal Utility Company, a Florida corporation, who
is personally known to me or has produced a driver's license as identification.

Notary Seal



Candy C Arnold

NOTARY PUBLIC

Print name: Candy C Arnold

Commission expires on: 04/25/2023

Exhibit "A"

Parcel I

The portion of tract 10 and 15 in the North one half of Section 15, Township 48 South, Range 41 East, Florida Fruit Lands Company's Subdivision No. 2 according to the plat thereof as recorded in Plat Book 1, Page 102 of the public records of Palm Beach County Florida, lying and being in Broward County Florida and being in particularly described as follows:

Begin at the Southwest corner of Tract "D" as shown on the plat of Royal Land according to the plat thereof as recorded in Plat Book 119 at Page 47 of the public records of Broward County Florida; thence run North 0 degrees 56 minutes 36 seconds West along the West line of said tract "F" for 330.00 feet; thence run North 09 degrees 27 minutes 00 seconds West along the South line of Tract "C" as shown on said plat of Royal Land for 660.00 feet; thence run South 00 degrees 56 minutes 36 seconds East along a portion of the Easterly limits of said Tract "C" for 330.00 feet to a point on the South line of said Tract 15; thence run South 89 degrees 27 minutes 00 seconds East along the South line of said tracts 10 and 15 for 660.00 feet to the point of beginning.

LESS AND EXCEPT the real property conveyed to the City of Coral Springs by Warranty Deed Recorded in Official Records Book 16689, Page 456, of the Public Records of Broward County, Florida.

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Parcel II

Together with Grant of Drainage Easement recorded in Book 16300, Page 39, described as:

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Ingress Egress Easement

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TOGETHER WITH any and all easements or rights appurtenant to the Lands used or useful in the operation of the existing water system serving various subdivisions within the Service Area of the Company, whether the same are recorded or unrecorded, so long as the same are beneficial to the existing water system being conveyed to the Company.

CONTINUATION OF EXHIBIT "A"

TOGETHER WITH all of the Assets described in the Asset Purchase Agreement dated May 6, 2019 between Royal Utility Company, a Florida corporation, as Seller, and Royal Waterworks, Inc., a Florida corporation, as Purchaser.

EXHIBIT I
Rule 25-30.037(2)(s)

A copy of the utility's current permits from the DEP and the water management district.

See attached.



Water and Wastewater Utility Operations, Maintenance, Engineering, Management, Construction

Mr. Zachary Shulman
Potable Water Program
Florida Department of Environmental Protection, Southeast District
3301 Gun Club Rd
West Palm Beach, FL 33406

July 3, 2019

RE: Change in Ownership of Public Water System.
Project: Royal Waterworks, Inc. Water System – Broward County
PWS ID: 406-1517

Dear Mr. Shulman:

This correspondence is to notify the FDEP of the sale and subsequent Change in Ownership of the Kincaid Hills Water System. On July 1, 2019, the legal transfer of the water system was completed. The following information is provided for your information:

FORMER WATER SYSTEM OWNER:

Public Water system Name: Royal Utility Company
Previous Owner: Jock McCartney, President

NEW WATER SYSTEM OWNER:

New Owner: Gary Deremer, President of Royal Waterworks, Inc.
New PWS Name: Royal Waterworks Water System
Designated Responsible Official: Gary Deremer, President
Mailing Address: 4939 Cross Bayou Blvd., New Port Richey, FL 34652
Telephone: (727) 848-8292, Fax: (727) 848-7701
Email Address: gderemer@uswatercorp.net

Sincerely,

A handwritten signature in black ink that reads "Mo Kader".

Mo Kader, P.E.
U.S. Water Services Corporation
Phone: 727-243-5875, Email: mkader@uswatercorp.net

MK/mk
Attachment

4939 Cross Bayou Boulevard * New Port Richey * Florida * 34652
Tel: 727-848-8292 Fax: 727-848-7701 Toll Free: 866-753-8292



State of Florida
Department of Environmental Protection
Public Drinking Water System (PWS) Update

At least thirty (30) days notice is to be given the Department prior to the proposed sale, or transfer of ownership, of a public water system. 62-555.365, Florida Administrative Code

DEP RECORDS CURENTLY SHOWS THE FOLLOWING:

Facility Name & PWS ID No.:	Royal Utility Company
Facility Owner's Name:	Jock McCartney
Mailing Address:	8900 NW 44 Court, Coral Springs, FL 33065-1747
Phone & Fax No.:	
Facility Contact or Agent:	Jock McCartney
Mailing Address:	(same as above)
Phone & Fax No.:	
Licensed Operator's Name & License No.:	Royal Utility Company
Phone & Fax No.:	

PLEASE INDICATE CHANGES BELOW

Facility Name & PWS ID No.:	Royal Waterworks, Inc	PWS ID# 406-1517
Facility Address:	Coral Springs, Broward County, Florida	
Facility Phone & Fax No.:	727-848-8292	727-848-7701
Owner's Name:	Royal Waterworks, Inc.	
Mailing Address:	4939 Cross Bayou Blvd, New Port Richey, FL 34652	
	Phone: 727-848-8292, Fax: 727-849-4219	
Email Address:	gderemer@uswatercorp.net	
Facility Contact or Agent:	Gary Deremer, President	
Mailing Address:	4939 Cross Bayou Blvd., New Port Richey, FL 34652	
	Phone: 727-848-8292, Fax: 727-849-4219	
Email Address:	gderermer@uswatercorp.net	
Licensed Operator's Name & License No.:	U.S. Water Services Corporation	
Mailing Address:	4939 Cross Bayou Blvd., New Port Richey, FL 34652	
	Phone: 727-848-8292, Fax: 727-849-4219	
Email Address:	spurviance@uswatercorp.net	
Property Owner & Phone No.:	Royal Waterworks, Inc.	(727) 848-8292
Mailing Address:	4939 Cross Bayou Blvd, New Port Richey, FL 34652	
Effective Date for Changes:	July 1, 2019	
Submitted by:	Royal Waterworks, Inc.	

Please complete the Email and/or Fax number fields above, as we have moved to an electronic correspondence system for reminders, inspection reports, and other important advisories. This form is also available online at: <http://www.dep.state.fl.us/central/Home/DrinkingWater/Compliance/default.htm>

Mail completed form to: DEP Southeast District
 Drinking Water Compliance/Enforcement
 3301 Gun Club Road, MSC 7210-1
 West Palm Beach, FL 33406



Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
 1 N University Drive, Mailbox 201, Plantation, FL 33324
 954-519-1483 FAX: 954-519-1412

LICENSE TO OPERATE A WASTEWATER TREATMENT FACILITY

APPLICANT:
 Broward County Water and Wastewater Services
 Attention: Mr. Mark Darmanin, Enterprise Director Operations
 2555 W Copans Road
 Pompano Beach, FL 33069

EPGMD LICENSE NO.: WWTP-0000-19
PROJECT: BCN Broward Co. N Regional WWTP

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances, hereinafter called the Code. The above-named applicant, hereinafter called licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents, and specifications submitted by applicant and made a part hereof and described specifically below. If no objection to this license is received by Broward County Environmental Protection and Growth Management Department (EPGMD) within fourteen (14) calendar days you will be deemed to have accepted it and all the attached terms and conditions.

TO OPERATE: A wastewater treatment facility which includes the contributing collection/transmission system for a 95.0 MGD (AADF) conventional activated sludge WWTP [Rule 62-620.200(58), Florida Administrative Code, (F.A.C.)]. Major components consist of five (5) continuous bar screens, odor control system, four (4) vortex grit removal systems (not in use), five (5) aeration modules each consisting of four aeration basins, and nineteen (19) secondary clarifiers. Solids processing is comprised of six (6) flotation thickening units, seven (7) primary anaerobic digesters, one (1) secondary digester, and nine (9) belt filter presses. Tertiary treatment for reuse consists of an inline pre-chlorination, one (1) Dyna Sand Filter with 10 cells, and a high-level disinfectant chlorine contact chamber. Effluent disposal is to the Atlantic Ocean via 7,300 LF of 54" outfall pipe operating in parallel with six (6) 24" deep injection wells; in addition, a portion of the secondary effluent is diverted upstream of the outfall and injection pump stations to produce reclaimed water up to 10 MGD (AADF) permitted reuse capacity for on-site and off-site utilization including land applications. Co-Licensee/Large Users: Coconut Creek, Coral Springs, Deerfield Beach, Lauderdale, North Lauderdale, North Springs Improvement District, Oakland Park, Parkland Utilities, Pompano Beach, Royal Utilities, and Tamarac. see Specific Conditions.

IN ACCORDANCE WITH: Application received 04/26/19 and plans previously submitted (none attached).

LOCATED AT: 2401 N POWERLINE RD, Pompano Beach, FL 33069

SUBJECT TO: General Conditions 1 - 11, Specific Conditions 1 - 30

Renewal of License #: WWTP-0000-18

Renewal application due: May 01, 2020

Expiration date: June 30, 2020

Effective the 1st day of July, 2019
 Environmental Protection and Growth
 Management Department

Environmental Engineering and Permitting Division
 Yvel Rocher, P.E., Licensed Engineer
 Domestic Wastewater Program

Prepared by: Yvel Rocher, P.E.

Issued Date: June 26, 2019

cc: Serene Chang, Natural Resources Administrator, BCWWS
 Persad Bissessar, Plant Superintendent, BCWWS
 Marlice Sealey, Natural Resources Specialist Senior, BCWWS
 Carlos Morejon, Operations Manager, BCWWS
 Jeremy Seiden, P.E., Licensed Engineer, BCWWS
 Large Users

APPLICANT:
Broward County Water and Wastewater Services
Attention: Mr. Mark Darmanin, Enterprise Director Operations
2555 W Copans Road
Pompano Beach, FL 33069

EPGMD LICENSE NO.: WWTP-0000-19
PROJECT: BCN Broward Co. N Regional WWTP

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by EPGMD pursuant to the Code. EPGMD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by EPGMD.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the licensee shall notify EPGMD within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
5. This license must be available for inspection on the licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under the Code, except where such use is prohibited by Section 403.111, F.S.
7. The licensee agrees to comply and shall comply with all provisions of the most current version of the Code.
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of the Code that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and the Code.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.

In addition to the general conditions set forth above, each license issued by EPGMD shall contain general conditions and specific conditions determined by site conditions and operating requirements to ensure compliance with the Code and the F.A.C. as adopted by the Code. The licensee agrees that specific conditions are enforceable by EPGMD for any violation thereof.

APPLICANT:
Broward County Water and Wastewater Services
Attention: Mr. Mark Darmanin, Enterprise Director Operations
2555 W Copans Road
Pompano Beach, FL 33069

EPGMD LICENSE NO.: WWTP-0000-19
PROJECT: BCN Broward Co. N Regional WWTP

SPECIFIC CONDITIONS:

1. **SPILL/ABNORMAL EVENT REPORTING:** Licensee and/or co-licensee shall report all events. If at any time, the licensee and/or co-licensee determines or has evidence to suspect that there is, or has been, a discharge to ground, groundwater, or surface waters, the responsible party shall take immediate action to stop the discharge, and contain and recover the discharged materials. The licensee and/or co-licensee or its representative shall notify EPGMD by calling (954) 519-1499 within eight (8) hours. The reporter shall provide his/her name and call-back phone number, the address of the event, estimated volume of discharge, estimated time of correction, if the spill is affecting a body of water directly or through a storm drain, and if a public area that cannot be isolated is affected.
2. **SPILL/ABNORMAL EVENT WRITTEN REPORT:** Within three (3) working days of the spills and/or abnormal event, the licensee and/or co-licensee shall submit a written report to EPGMD, Domestic Wastewater Program that describes the incident, its cause, and the measures being taken to correct the problem. Special consideration should be provided for plans to prevent reoccurrence, and the owner's intention regarding the repair, replacement, and reconstruction of facilities. The written report, and any follow-up documentation may be submitted by e-mail to WWCompliance@broward.org.
3. **PRIVATE SYSTEM RESPONSE:** In the event a licensee and/or co-licensee becomes aware of a private collection/transmission system malfunction, with or without activation of a lift station alarm, that results in or has the potential to result in a sanitary sewer overflow, the licensee and/or co-licensee that receives the wastewater flow from that private collection and transmission system shall be responsible to coordinate the proper response by the owner, operator, maintenance company, or contributing wastewater sources to prevent or mitigate a wastewater discharge as prohibited by the Code. Licensee and/or co-licensee shall notify the EPGMD phone line, (954) 519-1499. A written report may be required. Licensee and/or co-licensee shall call or send an e-mail WWCompliance@broward.org to describe and relay the resolution of the event.
4. **STATE WATCH OFFICE NOTIFICATION:** The licensee and/or co-licensee shall call for all unauthorized releases or spills that are in excess of 1,000 gallons, or discharges in to any surface waters of the state, or any other abnormal event where information indicates that public health or the environment will be endangered. This notification shall be made within twenty-four (24) hours of the event by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519 in accordance with Rule 62-604.550, F.A.C.
5. **FDEP NOTIFICATION:** Licensee and/or co-licensee shall notify the Florida Department of Environmental Protection, West Palm Beach (FDEP) of all spills or abnormal events. Licensee and/or co-licensee shall call FDEP at (561) 681-6694 within 24 hours. This does not exempt the licensee and/or co-licensee from the requirement of calling EPGMD and the State Watch Office per Specific Conditions above.
6. **PHOTOGRAPHIC DOCUMENTATION:** When there has been a spill or abnormal event, photos shall be taken. The photographs should aid in the documentation of contributing circumstances and the steps a licensee and/or co-licensee has taken to mitigate impact. The photographs should be provided to the FDEP and EPGMD, Domestic Wastewater Program (both agencies) within three (3) working days. The photographs should convey 1) initial conditions found, 2) extent of area impacted, 3) damaged equipment, 4) repairs, and 5) cleanup undertaken.
7. **SPILL SAMPLING:** Licensee and/or co-licensee shall collect samples at a minimum of three (3) of the following locations:
 - 1) Point of discharge.
 - 2) 200 to 400 feet upstream from discharge point.
 - 3) 200 to 400 feet downstream of discharge point.Once sample locations have been determined, the licensee and/or co-licensee shall provide a map to both agencies depicting their locations. Licensee and/or co-licensee shall contact the lab 24 hours after the first samples are taken to obtain informal results and notify both agencies of these results as soon as known to determine if any further actions are required. Once the utility obtains the formal lab record of the test results, the lab document shall be provided to both agencies by e-mail no later than the close of business the following workday.

APPLICANT:

Broward County Water and Wastewater Services
Attention: Mr. Mark Darmanin, Enterprise Director Operations
2555 W Copans Road
Pompano Beach, FL 33069

EPGMD LICENSE NO.: WWTP-0000-19**PROJECT:** BCN Broward Co. N Regional WWTP**SPECIFIC CONDITIONS:**

8. **SPILL SAMPLING FOR MARINE SURFACE WATERS:** Licensee and/or co-licensee shall collect and analyze samples collected at 24 hour intervals for Enterococci bacteria until the samples no longer exceed the water quality standards of 130 MPN (Most Probable Number) or CFU (Colony Forming Units), per 100 ml sample as set forth in Rule 62-302.530, F.A.C. Table: Surface Water Quality Criteria. This requirement applies under the following conditions:
 - 1) A marine surface water body east of US 1 is impacted by a discharge that is equal to or greater than 1,000 gallons.
 - 2) A marine surface water body west of US 1 and east of I-95 is impacted by discharge that is equal to or greater than 500 gallons.
 - 3) A marine surface water body west of I-95 that is impacted by a discharge that is equal to or greater than 100 gallons.
9. **SPILL SAMPLING FOR FRESH SURFACE WATERS:** Licensee and/or co-licensee shall collect and analyze samples collected at 24 hour intervals for E. coli bacteria until the samples no longer exceed the water quality standards of 410 MPN (Most Probable Number) or CFU (Colony Forming Units), per 100 ml sample as set forth in Rule 62-302.530, F.A.C. Table: Surface Water Quality Criteria. This requirement applies to a fresh surface water body impacted by a discharge that is equal to or greater than 100 gallons.
10. **CONTACT INFORMATION:** Licensee and/or co-licensee shall maintain at all times their contact phone numbers and e-mail addresses for the wastewater treatment facility, and collection and transmission sewer system with the EPGMD, Domestic Wastewater Program. It is the responsibility of the licensee and/or co-licensee to update phone numbers as needed. Call 954-519-1483 or e-mail to WWCompliance@broward.org.
11. **CATASTROPHIC EVENT REPORTING POLICY:** If at such time the county has been affected by a catastrophic event, such as a tropical storm, that results in major power outages or wide spread structural damages, EPGMD, Domestic Wastewater Program will elect to suspend normal sanitary sewer spill/abnormal event reporting. The licensee and/or co-licensee will continue to report all spills over 1,000 gallons as soon as possible to the EPGMD, Domestic Wastewater Program by calling the phone line (954) 519-1499, or by e-mail to WWCompliance@broward.org. All spills and lift station outages and damages will be noted per the Tropical Storm event table. This reporting will include the initial status of the licensee and/or co-licensee's lift stations and transmission system when conditions permit after the event, then every Tuesday and Friday by noon until the licensee and/or co-licensee has all lift stations and transmission facilities operating as designed or until such time as EPGMD, Domestic Wastewater Program notifies the licensee and/or co-licensee to return to required reporting per the Code. This does not exempt the licensee and/or co-licensee from the requirement of calling FDEP and the State Watch Office, or any other EPGMD required reporting. An updated Tropical Storm/Emergency Event report table will be e-mailed to the licensee and/or co-licensee whenever a Tropical Storm warning is issued or other catastrophic event may warrant.
12. **DISCHARGE MONITORING REPORT:** During the period of operation allowed by this license, the licensee shall furnish EPGMD, Domestic Wastewater Program one copy of the FDEP discharge monitoring report on the operation of the wastewater treatment plant. The report is due the 28th of each month for the previous month's operation. Electronic submission through FDEP (EzDMR) will be sufficient to comply with this condition.
13. **SPILL CONTINGENCY PLAN:** Licensee and/or co-licensee shall maintain a current spill contingency plan to be kept with the license and made available upon EPGMD request. This plan shall include a method of notification to residents and/or businesses impacted by a spill or abnormal event.
14. **METER CALIBRATION:** Flow measurement devices shall be calibrated on a yearly basis. The licensee, plant manager, or his representative shall provide a signed affirmation as to the date(s) of calibration, any deficiencies found, and that the deficiencies have been corrected or what measures are being taken to correct the deficiencies. This affirmation shall be submitted with the renewal application.
15. **OPERATION AND MAINTENANCE (O&M):** Licensee and/or co-licensee shall operate and maintain the wastewater facility, which includes the collection and transmission system, in accordance with the manufacturer's standards and in accordance with the industry standards set forth in the California State University, Department of Civil Engineering, and Operational Maintenance of Wastewater Collection Systems. An O&M manual shall be maintained and made available to EPGMD, Domestic Wastewater Program upon request. The licensee and/or co-licensee shall at all times properly operate the facility and system of treatment installed or used to achieve compliance with the conditions of this license.

APPLICANT:
Broward County Water and Wastewater Services
Attention: Mr. Mark Darmanin, Enterprise Director Operations
2555 W Copans Road
Pompano Beach, FL 33069

EPGMD LICENSE NO.: WWTP-0000-19
PROJECT: BCN Broward Co. N Regional WWTP

SPECIFIC CONDITIONS:

16. **CURRENT CODE:** The licensee and/or co-licensee agrees to comply and shall comply with all provisions of the most current version of the Code.
17. **BIOSOLIDS QUARTERLY REPORT:** Licensee shall submit a report on biosolids to EPGMD, Domestic Wastewater Program quarterly. This report shall include the quantities of the waste generated at the source, state classification(s), waste transporter, and the site location (address) of its ultimate disposal. Electronic submission through FDEP (EzDMR) will be sufficient to comply with this condition. Off-site hauling must be done only by a hauler licensed by EPGMD.
18. **FLOOR DRAINS:** No hazardous materials shall be discharged to disposal wells, drain fields or percolation ponds as established by Section 27-194 (b) of the Code. All floor drains in chemical areas shall be connected to a sanitary sewer collection system.
19. **PROPER DISPOSAL:** All screenings and grit particles shall be collected in suitable containers and shall be hauled to an approved landfill/land application.
20. **OTHER LICENSING:** Separate EPGMD licenses for Storage Tank and/or Hazardous Material facilities will be required.
21. **MONITORING WELLS:** All monitoring wells shall be constructed in conformance with minimum EPGMD standards for monitoring wells.
22. **EFFLUENT STANDARDS:** Effluent from this facility shall conform to the standards embodied in Section 27-196 (a) and (b), of the Code.
23. **RECLAIMED WATER:** The distribution system for reclaimed water and the application systems for reclaimed water shall meet all the applicable requirements of Rule 62-610, F.A.C. No additional areas may be irrigated from this facility using reclaimed water by the related licensee and/or co-licensee without specific prior approval of this agency.
24. **SIGNIFICANT ENVIRONMENTAL IMPACT FACILITIES (SEIF):** Public notification is required pursuant to Section 27.170 of the Administrative Code of Broward County. A change in prior annual licensed capacity requires a SEIF.
25. **CO-LICENSEE:** In accordance with the Rule 62-620.610, F.A.C., the definition of a Wastewater Facility in 62-600.200 (76), F.A.C., and the Code, any contributing conveyance system to a permitted wastewater treatment facility shall be considered a part and parcel to the treatment facility. Accordingly, the additional service areas (outside of licensees own contributing utility service jurisdiction) and listed below are made co-licensees in this and all future annual renewals of this wastewater treatment facility licenses by the County. Without any areas listed, no additional contributing conveyance systems, as a co-licensee, have been recognized by the licensee.
 - 1) Coconut Creek
 - 2) Coral Springs
 - 3) Deerfield Beach
 - 4) Lauderhill
 - 5) North Lauderdale
 - 6) North Springs Improvement District
 - 7) Oakland Park
 - 8) Parkland Utilities
 - 9) Pompano Beach
 - 10) Royal Utilities
 - 11) Tamarac
26. **Lauderdale by the Sea, under contract with Pompano Beach, is also required to comply with all Specific Conditions that apply to Pompano Beach.**

APPLICANT:

Broward County Water and Wastewater Services
Attention: Mr. Mark Darmanin, Enterprise Director Operations
2555 W Copans Road
Pompano Beach, FL 33069

EPGMD LICENSE NO.: WWTP-0000-19**PROJECT:** BCN Broward Co. N Regional WWTP**SPECIFIC CONDITIONS:**

27. The collection/transmission systems in Lauderdale Lakes, and Light House Point, are maintained by BC WWS and subject to the conditions of this license.
28. All Large Users shall for the purpose of this license also be known as Co-Licensees to the Licensees system as established by Chapter 153.03 Florida Statutes, which provides for an agreement between the Large Users and Broward County. Whereby it has been established that both parties are distinct and separate entities and therefore responsible for all the specific conditions as detailed in this license. This shall also be customary that the Co-Licensees shall maintain distinct and separate collection/transmission system(s) and that the contributing conveyance system shall begin at the discharge of the recognized point of connection as established by the above reference Large User agreement.
29. This license shall allow the operation of a septage receiving facility located at 3100 N. Powerline Road (BCUD #2B). The septage receiving facility shall accept septage, grease trap, portable toilet and other wastes only from licensed EP&GMD waste transporters with valid EPGMD decal displayed on the rear of the vehicles. Exception: the acceptance of leachate. Leachate haulers at this time are not required to have a EPGMD license or EPGMD decal.
30. All effluent used for site irrigation (10 MGD) must conform to the standards embodied in the Broward County Code of Ordinances, Sections 27-195 and 27-196. This effluent shall receive further treatment to meet standards via the BCWWS Effluent Reuse System. On and off site irrigation and industrial applications shall be permitted by the licensee.
 - a) Spraying of reuse shall be reduced or stopped when excessive rain fall might result in ponding or run off of sprayed reuse.
 - b) During emergencies (e.g. power failure) reuse spray irrigation shall cease if effluent quality standards cannot be maintained or monitored.

SCANNED 10/14/2010 11:00 AM



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

CON 24-06

Application No.: 100902-4

October 14, 2010

ROYAL UTILITY COMPANY
8900 N W 44TH COURT
CORAL SPRINGS, FL 33065

Dear Permittee:

SUBJECT: Permit No.: 06-00003-W
Project: ROYAL UTILITY COMPANY
Location: BROWARD COUNTY S15/T48S/R41E
Permittee: ROYAL UTILITY COMPANY

District staff has reviewed the information submitted in support of the referenced application for permit modification(s) and determined that the proposed activities are in compliance with the previous permit and the appropriate provisions of Rule 40E-2.331 (4)(a), Florida Administrative Code. The permit modification(s) include the following:

This permit modification is to change limiting condition 27 that requires submittal of a compliance report every five years to instead require submittal of the report every ten years. This change is being made in accordance with Senate Bill 550, which was adopted during the 2010 legislative session (Section 373.236, F.S.). The next report will be due 10 years from the date of permit issuance. Enclosed are the limiting conditions to this permit with the above noted change. Your permit may be viewed online and compliance documents can be submitted electronically on the District's ePermitting website (www.sfwmd.gov/ePermitting).

Please understand that your permit remains subject to the 27 Limiting Conditions and all other terms of the permit authorization as previously issued.

Sincerely,

A handwritten signature in cursive script that reads "Thomas Colios".

Thomas Colios
Section Leader
Water Use Regulation Division

TDC/pb

SCANNED 10/14/2010 8A

Limiting Conditions

- 1 This permit shall expire on June 14, 2026.
- 2 Application for a permit modification may be made at any time.
- 3 Water use classification:
Public water supply
- 4 Source classification is:
Ground Water from:
Biscayne Aquifer
- 5 Total annual allocation is 176 MG.

Total maximum monthly allocation is 16.8703 MG.

These allocations represent the amount of water required to meet the water demands as a result of 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. 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:

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

- 6 Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

ROYAL UTILITY COMPANY
8900 N W 44TH COURT
CORAL SPRINGS, FL - 33065

- 7 Withdrawal facilities:

Ground Water – Existing:

- 1 – 12" X 165' X 350 GPM Well Cased To 140 Feet
- 1 – 12" X 138' X 350 GPM Well Cased To 132 Feet
- 1 – 8" X 140' X 350 GPM Well Cased To 127 Feet

Ground Water – Proposed:

- 2 – 12" X 150' X 350 GPM Wells Cased To 130 Feet

- 8 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:

- (1) 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
 - (2) 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.
- 9 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:
- (1) 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.)
 - (2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or
 - (3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

- 10 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:

- (1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

- (2) Reduction in water levels that harm the hydroperiod of wetlands,
 - (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,
 - (4) Harmful movement of contaminants in violation of state water quality standards, or
 - (5) Harm to the natural system including damage to habitat for rare or endangered species.
- 11 If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
 - 12 Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
 - 13 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.
 - 14 The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
 - 15 Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
 - 16 In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
 - 17 Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.
 - 18 Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
 - 19 The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
 - 20 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. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit issuance.

- 21 Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
- 22 Prior to any application to renew or modify this permit, the Permittee shall evaluate long term water supply alternatives and submit a long term water supply plan to the District. Within one year of permit issuance, the Permittee shall submit to the District an outline of the proposed plan. The assessment should include consideration of saline intrusion, wellfield protection, plans for compliance with applicable wellfield protection ordinances, expected frequencies and plans to cope with water shortages or well field failures, and conservation measures to reduce overall stresses on the aquifer.
- 23 The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule.
- 24 If a proposed well location is different from a location specified in the application, the Permittee shall submit to the District an evaluation of the impact of pumpage from the proposed well location on adjacent existing legal uses, pollution sources, environmental features, the saline water interface, and water bodies one month prior to all new well construction. The Permittee is advised that the proposal must be in compliance with all permitting criteria and performance standards in effect at the time of submittal, and that a formal modification of the permit shall be required if the withdrawals from the well location will result in an environmental or resource impact significantly greater than that anticipated in the permit review process.
- 25 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 Chapters 40E-3 and 40E-30, Florida Administrative Code.
- 26 The Permittee shall submit to the District an updated Well Description Table (Table A) within one month of completion of the proposed wells identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.
- 27 Every ten years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:
 1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
 2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., 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 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 District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk 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 Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District 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.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be 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 SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall 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 with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

Initiation of an Administrative Hearing

Pursuant to 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 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address 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.

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 extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

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 Sections 120.60(3) and 120.68, Fla. Stat., 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 pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

**Noticing Intended Agency Action
For Permit Modifications to revise Permit Limiting Conditions Requiring 5-year
Compliance Reports**

It is suggested, but not required, that the Permittee publish a Notice of Intended Agency Action in a newspaper or newspapers, as defined in Chapter 50, F.S., having a general circulation within the area of the subject project. This notice should be published upon receipt of the Letter Modification (enclosed) to revise the permit limiting condition requiring 5-year compliance reports.

The Notice of Intended Agency Action should include sufficient detail to provide adequate notice to interested parties. An example of a notice the District has used previously for notice of intent to issue a typical water use permit is available on the District's website at www.sfwmd.gov.

- Hold mouse over the "Topics" tab, scroll down to "Permits and click.
- Select "Regulatory Guidance" from the menu located in the left hand column of the page.
- Enter "Legal" in the keyword search and hit return key.

You may wish to use this notice as an example or guideline in the preparation of your notice. However, please direct any specific questions on notice content to your attorney or legal representative.

Once published, this notice may be used to document sufficient notice to interested parties. Please provide Proof of Publication and a copy of the notice to:

South Florida Water Management District
Regulatory Support Division, MSC2440
P.O. Box 24680
West Palm Beach, FL 33416-4680

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Rick Scott

Governor

Celeste Phillip, MD, MPH
State Surgeon General

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PERMIT DETERMINATION

Broward County – Royal Utility (PWS#: 4061517)

Monday, November 20, 2017

Tobon Engineering
5504 NW 86 Way Coral Springs
Florida 33067
(954) 415-5594

Attention: Maurice Tobon, P.E.

Project Name: Royal Utility - Lime Slaker Replacement

Location: 8900 NW 44th CT, Coral Springs, FL 33065

Dear Mr. Tobon,

We reviewed the attached documentation and in accordance with Rules 62-555.520 (1)(C) F.A.C., based on the configuration submitted to our office, a construction permit is **NOT** required for the replacement of any existing drinking water pumping, storage, or treatment facilities, including chemical application facilities and residuals handling facilities, with new facilities of the same design and capacity, and at the same general location, as the existing facilities. If the configuration changes a new permit determination should be requested.

DOH Broward reserves the right to inspect the project; if at the time of the inspection the project configuration has changed without notification to this office and a permit is deemed to be necessary, then a formal enforcement referral will be triggered.

Ensure that all the work complies with applicable requirements of Rule 62-555, F.A.C. including applicable requirements in the engineering references listed in Rule 62-555.330, F.A.C.

This permit determination does not preclude any requirements from other regulatory offices or jurisdictions.

Should you have any questions regarding this e-mail, do not hesitate to contact us

Regards,

A handwritten signature in black ink that reads "Pedro Stiassni".

Pedro Stiassni
Engineering Specialist III
Environmental Engineering Section
Florida Department of Health in Broward County



Tobon Engineering

Engineering and Utility Management

Via email

November 17, 2017

Pedro Stiasni
Environmental Specialist III
Environmental Engineering Section
Florida Department of Health in Broward County
2421A S.W. 6th Avenue
Fort Lauderdale, FL 33315

RE: Royal Utility Company
Lime Slaker Replacement-Request for Approval

Dear Mr. Stiasni,

My client, Royal Utility Company (RU), has asked me to clarify, supply details and Request Approval from the Health Department on an upcoming equipment replacement project. The work to be carried out by RU consist of replacement of an existing lime slaker with the same make and model, therefore based on **FAC 62-555.520 (1)(C)** "Replacement of any existing drinking water pumping, storage, or treatment facilities, including chemical application facilities and residuals handling facilities, with new facilities of the same design and capacity, and at the same general location, as the existing facilities." we believe this to be exempted alterations.

As mentioned in email dated November 10, 2017(to City of Coral Springs, copy to Health Department) from Mr. Jock McCartney of RU. Royal Utility Company will replace a lime slaker at the WTP with a similar model with no change in capacity nor treatment process. During the installation time, RU will temporarily remove the WTP from service and supply their customers with potable water from two 6-inch bulk water interconnects with the City of Coral Springs. During the period of utilizing City of Coral Springs potable water, RU will continue to monitor and sample the water distribution as required by state and federal regulations.

On Tuesday November 14, a meeting was held with the City of Coral Springs Utilities to coordinate and discuss details. In summary the start-up and shutdown plan for utilizing the City of Coral Springs Utilities potable water is as follows:

Start-up

1. In RU system, locate nearest fire hydrant at each interconnect and start the flushing process using RU water (open hydrant enough to see substantial flows and do not shut off until all flushing is complete).
2. Collect field Cl₂ samples.
3. Have personnel positioned inside each interconnect vault and make note of meter reading.
4. RU to turn off their distribution pumps.

5504 NW 86 Way Coral Springs, Florida 33067
(954) 415-5594
Toboneng@bellsouth.net

Tobon Engineering

Engineering and Utility Management

5. Immediately start opening both interconnects.
6. Allow any stagnant and discolored water that may be in the main to be flushed out through hydrants.
7. Continue collecting field Cl₂ samples at hydrant until residual results match those in City's system.
8. Shut off hydrants.

Shutdown

1. Turn on RU high service distribution pump.
2. Close interconnect valves.
3. Take final meter reads.

The installation of the replacement lime slaker will commence on Monday November 27, it is anticipated that the switchover from RU to the City of Coral Spring potable water will start on 9 am on the same day.

We trust that the above information is sufficient and that the Health Department approves our request for the work described herein. Please call or email me if you have any further questions.

Sincerely,



Maurice Tobon, P.E.

Cc: Jock McCartney, Royal Utility Company
John McCartney, Royal Utility Company
Michele Pinero, Environmental Specialist III
Rafael Reyes, Health Dept. of Broward County
Alvan Jones, City of Coral Springs

Attachments: Lime Slaker Equipment Information
Interconnect Locations



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

NOTIFICATION OF ACCEPTANCE OF USE OF A GENERAL PERMIT

Permittee:

Washington Prime
Stephen Stacey, Director of Construction
180 E. Broad Street
Columbus, OH 43125
stephen.stacey@washingtonprime.com

Permit Number: 0317324-005-DSGP

Issue Date: February 4, 2019

Expiration Date: February 3, 2024

Project Name: Royal Eagle

Water Supplier: Royal Utilities

PWS ID: 4061517

Dear Mr. Stacey:

On February 1, 2019, the Florida Department of Environmental Protection (Department) received a "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" [DEP Form No. 62-555.900(7)], under the provisions of Rule 62-4.530 and Chapter 62-555, Florida Administrative Code (F.A.C.).

The proposed project includes:

- Approximately 46 LF (linear feet) of 8-inch PVC water main
- 44 LF 4-inch PVC Water Main
- Six (6) sample points,
- All associated valves, fittings, and appurtenances

Located at SE corner of Wiles Road and University, in Broward County Florida.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such General Permit at this time. Please be advised that the permittee is required to abide by Rule 62-555.405, F.A.C., all

applicable rules in Chapters 62-4, 62-550, 62-555, F.A.C., and the General Conditions for All General Drinking Water Permits (found in 62-4.540, F.A.C.).

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule 62-555.345, F.A.C., the permittee shall submit a certification of construction completion [DEP Form No. 62-555.900(9)] to the Department and obtain approval, or clearance,

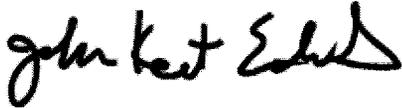
from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form 62-555.900(8), F.A.C., with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

When any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of the 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 (561) 681- 6672. Please be aware that a notification is required to be submitted to the Department for a regulated project.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule 62-4.030, F.A.C.

Sincerely,



John Kent Edwards
Environmental Administrator

February 4, 2019

Date

JKE/MEP

ec:

Broward County Health Department — Rybon.James@flhealth.gov
FDEP/SED — Jocelyn.Labbe@dep.state.fl.us Mark.Peters@dep.state.fl.us
Z Development Services, — Bob Ziegenfuss, P.E., Bob@ZDevelopmentServices.com
Royal Utility Company John McCartney Director info@RoyalUtility.com

**A Civil Penalty May Be Incurred
if this project is placed into operation before obtaining a clearance from this office.**

Requirements for clearance upon completion of projects are as follows:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form 62-555.900(9) *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation.*

2) Record Drawings, if deviations were made

Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.).

3) Bacteriological Results

Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, 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:

Connection to an existing system

The end point of the proposed addition

Any water lines branching off a main extension

Every 1,200 feet on straight runs of pipe

Each location shall be sampled on two consecutive days, with sample points and chlorine residual readings clearly indicated on the report. A sketch or description of all bacteriological sampling locations must also be provided.

For further clarification contact:
Mark Peters, Eng. Specialist III
Water Facilities Section
SED/DEP
3301 Gun Club Rd, MSC 7210-1
West Palm Beach, FL 33406
Tel: 561 681 6751
Mark.Peters@dep.state.fl.us

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**Broward County - MW (Log #13447)
Royal Utilities Chloramination
October 09, 2013**

NOTICE OF PERMIT ISSUANCE

Electronic correspondence

In the matter of an application for permit by:

PERMITTEE:

Royal Utility Company
Jock McCartney, President
8900 NW 44th Ct.
Coral Springs, FL 33065
Jockm@royalutility.com

PWS ID NUMBER: 4061517

PERMIT NUMBER: 0317324-001-WC

DATE OF ISSUE: October 08, 2013

EXPIRATION DATE: October 08, 2018

COUNTY: Broward

PROJECT: Royal Utilities Chloramination

Enclosed is Permit Number 0317324-001-WC to install an ammonia injection system, issued pursuant to Chapter 403, Florida Statutes and Florida Administrative Code (F.A.C.) Chapters 62-4, 62-550, 62-555 and 62-560.

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) in the Office of Legal Counsel, DOH/BCHD, 780 S.W. 24th Street, Fort Lauderdale, FL 33315, 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.

Permittee:
Royal Utilities Company
Jock McCartney
Page 2

DEP File No.:
0317324-001-WC

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 material 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.

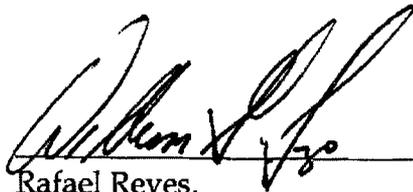
When the Order (Permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to section 120.68 of the Florida Statutes, by filing a Notice of Appeal pursuant to Rule 9.110 of the Florida Rules of Appellate Procedure, with the Office of Legal Counsel, DOH/BCHD, 780 S.W. 24th Street, Fort Lauderdale, FL 33315; 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.

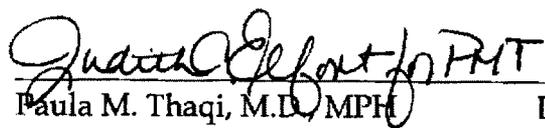
Permittee:
Royal Utilities Company
Jock McCartney
Page 3

DEP File No.:
0317324-001-WC

Executed in Fort Lauderdale, Florida.

STATE OF FLORIDA DEPARTMENT OF HEALTH
BROWARD COUNTY HEALTH DEPARTMENT


for Rafael Reyes, 10/10/13
Environmental Engineering Director Date
RR/wm


Paula M. Thaqi, M.D., MPH 10/14/2013
Director Date
780 SW 24th Street
Fort Lauderdale, FL 33315 - 2643

CERTIFICATION OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this Notice of Permit Issuance and all copies were mailed/electronically transmitted before the close of business on 10/15/13 to those persons listed.

FILING AND ACKNOWLEDGEMENT

Filed, on this date, under section 120.52(7), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.


Clerk 10-14-13
Date

Copies Furnished to:
Gene Schriener, P.E., EOR, Craig Smith & Associates.

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WATER TREATMENT PLANT CONSTRUCTION PERMIT

**Broward County - MW (Log #13447)
Royal Utilities Chloramination
October 09, 2013**

ELECTRONIC CORRESPONDENCE

PERMITTEE:

Royal Utility Company
Jock McCartney, President
8900 NW 44th Ct.
Coral Springs, FL 33065
Jockm@royalutility.com

PWS ID NUMBER: 4061517

PERMIT NUMBER: 0317324-001-WC

DATE OF ISSUE: October 08, 2013

EXPIRATION DATE: October 08, 2018

COUNTY: Broward

PROJECT: Royal Utilities Chloramination

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

TO CONSTRUCT: Addition of ammoniation system downstream of existing gas chlorination system with the purpose of reducing disinfection by-products formation at distribution system. ✓

PROPOSED CONSTRUCTION INCLUDES: Anhydrous ammonia tank, pressure feed system and associated appurtenances. ✓

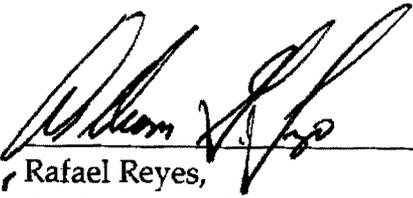
IN ACCORDANCE WITH: Application, preliminary design report, drawings, specifications, and other applicable documentation submitted to this office

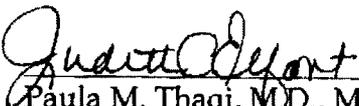
LOCATION: 8900 NW 44th Ct, Coral Springs, FL 33065.

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

Issued this 09 day of October, 2013.

STATE OF FLORIDA DEPARTMENT OF HEALTH
BROWARD COUNTY HEALTH DEPARTMENT


for Rafael Reyes, 10/10/13
Environmental Engineering Director Date
RR/wm


Paula M. Thaqi, MD., MPH 10/14/2013
Director Date

Attachments

cc: Gene Schriener, P.E., EOR, Craig Smith & Associates.

General Conditions

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 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in Subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times (reasonable time may depend on the nature of the concern being investigated), access to the premises where the permitted activity is located or conducted to:
 - a. Have access to and copy any records that must be kept under conditions of the permit;
 - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
 - a) A description of and cause of noncompliance; and
 - b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.
9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with Rule 62- 4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.
12. This permit or a copy thereof shall be kept at the work site of the permitted activity.
13. This permit also constitutes:
 - a. Determination of Best Available Control Technology (BACT)
 - b. Determination of Prevention of Significant Deterioration (PSD)
 - c. Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
 - d. Compliance with New Source Performance Standards
14. The permittee shall comply with the following:
 - a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
 - b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
 - c. Records of monitoring information shall include:
 - i. the date, exact place, and time of sampling or measurements;
 - ii. the person responsible for performing the sampling or measurements;
 - iii. the dates analyses were performed;
 - iv. the person responsible for performing the analyses;
 - v. the analytical techniques or methods used;
 - vi. the results of such analyses.
15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts

were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

Specific Conditions

A. 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 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. 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.
7. 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.
8. 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)]
9. 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.

B. Construction Standards

1. 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 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)]
4. 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.

C. Operational Requirements

1. The supplier of water shall operate and maintain the public water system so as to comply with applicable standards in F.A.C. Rule 62-550 and 62-555.350.
2. 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.
3. The water purveyor shall update the water treatment plan Emergency Preparedness Plan as to include the new facility and chemicals being used.
4. The permittee shall have complete record drawings produced for the project in accordance with Rule 62-555.530(4), F.A.C.
5. 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).

D. 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.
2. 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.

E. 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.:
 - 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.

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.

SITE Permit	
Site Name	ROYAL UTILITIES
County	CHOCOMA
Comments	<input checked="" type="checkbox"/> Y
CPAC	<input type="checkbox"/> N
IC Case	<input type="checkbox"/>
Permit #	1001204
Project	
Permit Office	PERM OFFICE
Agency	ISSUED
Project Name	ROYAL UTILITIES CHLORAMINATION
Description	Addition of a pressure immunization system downstream of an existing
Type/Category	WC / MA / MAJOR MOD + MG&L UP
Logged	05/06/2013
Issued	05/06/2013
Expires	10/06/2013
Application	NEW
Fee	4000.00
Fee Recd	
Date	
Status	NONE
Related Party	
From	REPLICANT
Date	05/06/2013
Name	MCCARTNEY JOCK A
Company	ROYAL UTILITY COMPANY
Address	2200 NW 44TH COURT
City	CORAL SPRINGS
State	FL
Zip	33065
Country	U.S.A.
Phone	954 344 8200
Fax	954 344 8201
Email	jockm@royalutility.com
Processor	MONTERO IV
Active	<input checked="" type="checkbox"/> Y
Active	05/06/2013
Issue	
Issue	

AS Permitting Application - 01/01/2013

Agency Submitted

Step: 01/01/2013 Agency Name: ROYAL WILDLIFE

Permit #: 12121-001-001 Type: 01/01/2013

Project #: 001 Project Name: ROYAL WILDLIFE OR OBSERVATION

Office of Intent Received/Permit/Issued Date: 01/01/2013

Event	Start Date	Agency	Call Date	Status	Event	End Date
RESET CLOCK	03/18/2013	1	03/18/2013		Done	03/18/2013
Awaiting Additional Information	03/18/2013	00	04/11/2013		Received	04/06/2013
Completeness Review	04/06/2013	00	04/06/2013		Incomplete	04/26/2013
RESET CLOCK	04/26/2013	1	04/26/2013		Done	04/26/2013
Awaiting Additional Information	04/26/2013	00	11/26/2013		Received	10/01/2013
Completeness Review	10/01/2013	00	10/01/2013		Complete	10/08/2013
Determine Agency Action	10/08/2013	00	10/08/2013		Intent to Issue	10/08/2013
STOP CLOCK	10/08/2013	1	10/08/2013		Done	10/08/2013
Office of Intent Received/Permit/Issued Date	10/08/2013	00	10/08/2013		Received	
Final Agency Status	10/08/2013	00	11/01/2013		Issued	10/08/2013
ISSUE PERMIT	10/08/2013	1	10/08/2013		Issued	10/08/2013

Pending Applications - Events						
Case No: 111124 Case Name: ROYAL SERVICES Case # 111124-001-100 Applicant: INC MA License: 00000001 Product: 001 Product Name: ROYAL SERVICES CALIFORNIA TXN						
Event History						
Event	Event Date	Period	Due Date	Days	Status	Event Date
Completeness Review	03/19/2013	30	05/08/2013		Incomplete	03/19/2013
RESET CLOCK	03/19/2013	1	03/20/2013		Done	03/19/2013
Awaiting Additional Information	03/19/2013	30	04/18/2013		Received	03/19/2013
Completeness Review	03/26/2013	30	05/05/2013		Incomplete	03/26/2013
RESET CLOCK	03/26/2013	1	03/27/2013		Done	03/26/2013
Awaiting Additional Information	03/26/2013	30	04/25/2013		Received	03/26/2013
Completeness Review	03/26/2013	30	05/05/2013		Complete	03/26/2013
Determine Agency Action	03/26/2013	30	04/25/2013		Intent to Issue	03/26/2013
STOP CLOCK	03/26/2013	1	03/26/2013		Done	03/26/2013
Notice of Intent Receipt/Publication Date	03/26/2013	30	04/25/2013		Received	03/26/2013

Event Schedule																																																																																										
Case #	0017254	Case Name	ROYAL SERVICES	Received	02/14/2013																																																																																					
Parent #	0017254-001-WC	Project Name	ROYAL SERVICES - CAR ORGANIZATION	Received	02/14/2013																																																																																					
Project #	001	Project Name	ROYAL SERVICES - CAR ORGANIZATION	Received	02/14/2013																																																																																					
<p>RESET CLOCK Done</p> <table border="1"> <thead> <tr> <th>Event</th> <th>Begin Date</th> <th>Period</th> <th>Due Date</th> <th>App</th> <th>Status</th> <th>End Date</th> </tr> </thead> <tbody> <tr> <td>Receive Request</td> <td>02/14/2013</td> <td>1</td> <td>02/14/2013</td> <td></td> <td>Done</td> <td>02/14/2013</td> </tr> <tr> <td>Completeness Review</td> <td>02/15/2013</td> <td>20</td> <td>02/28/2013</td> <td></td> <td>Incomplete</td> <td>02/28/2013</td> </tr> <tr> <td>RESET CLOCK</td> <td>02/19/2013</td> <td>1</td> <td>02/19/2013</td> <td></td> <td>Done</td> <td>02/19/2013</td> </tr> <tr> <td>Awaiting Additional Information</td> <td>02/19/2013</td> <td>90</td> <td>04/17/2013</td> <td></td> <td>Received</td> <td>04/02/2013</td> </tr> <tr> <td>Completeness Review</td> <td>04/16/2013</td> <td>20</td> <td>05/06/2013</td> <td></td> <td>Incomplete</td> <td>05/28/2013</td> </tr> <tr> <td>RESET CLOCK</td> <td>04/22/2013</td> <td>1</td> <td>04/22/2013</td> <td></td> <td>Done</td> <td>04/22/2013</td> </tr> <tr> <td>Awaiting Additional Information</td> <td>04/22/2013</td> <td>90</td> <td>07/20/2013</td> <td></td> <td>Received</td> <td>06/01/2013</td> </tr> <tr> <td>Completeness Review</td> <td>06/01/2013</td> <td>20</td> <td>06/21/2013</td> <td></td> <td>Complete</td> <td>06/28/2013</td> </tr> <tr> <td>Determine Agency Action</td> <td>06/01/2013</td> <td>20</td> <td>06/21/2013</td> <td></td> <td>resent to issue</td> <td>06/28/2013</td> </tr> <tr> <td>STOP CLOCK</td> <td>06/02/2013</td> <td>1</td> <td>06/02/2013</td> <td></td> <td>Done</td> <td>06/02/2013</td> </tr> <tr> <td>Notice of Intent Receipt/Publication Date</td> <td>06/02/2013</td> <td>90</td> <td>08/30/2013</td> <td></td> <td>Received</td> <td>06/28/2013</td> </tr> </tbody> </table>							Event	Begin Date	Period	Due Date	App	Status	End Date	Receive Request	02/14/2013	1	02/14/2013		Done	02/14/2013	Completeness Review	02/15/2013	20	02/28/2013		Incomplete	02/28/2013	RESET CLOCK	02/19/2013	1	02/19/2013		Done	02/19/2013	Awaiting Additional Information	02/19/2013	90	04/17/2013		Received	04/02/2013	Completeness Review	04/16/2013	20	05/06/2013		Incomplete	05/28/2013	RESET CLOCK	04/22/2013	1	04/22/2013		Done	04/22/2013	Awaiting Additional Information	04/22/2013	90	07/20/2013		Received	06/01/2013	Completeness Review	06/01/2013	20	06/21/2013		Complete	06/28/2013	Determine Agency Action	06/01/2013	20	06/21/2013		resent to issue	06/28/2013	STOP CLOCK	06/02/2013	1	06/02/2013		Done	06/02/2013	Notice of Intent Receipt/Publication Date	06/02/2013	90	08/30/2013		Received	06/28/2013
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Permitting Application - Event

Event Scheduler

City: **STUTTGART** Site Name: **ROYAL UTILITIES**

Address: **1117124-001-00** Description: **POC** Status: **APPROVED**

Project ID: **985** Project Name: **ROYAL UTILITIES CIRCUMINATION**

ISSUE REQUEST ISSUED

Event	Event Date	Priority	Event Code	Status	Event Date
RESET CLOCK	03/18/2013	1	03200000	Done	03/18/2013
Awaiting Additional Information	03/18/2013	04	04110000	Received	06/05/2013
Completeness Review	06/05/2013	04	04000000	Incomplete	07/26/2013
RESET CLOCK	06/28/2013	1	06200000	Done	06/28/2013
Awaiting Additional Information	06/28/2013	04	04120000	Received	10/01/2013
Completeness Review	10/01/2013	04	04010000	Complete	10/08/2013
Determine Agency Action	10/08/2013	04	04020000	Intent to Issue	10/08/2013
STOP CLOCK	10/08/2013	1	10000000	Done	10/08/2013
Notice of Intent Receipt/Publication Date	10/08/2013	04	04030000	Received	10/08/2013
Final Agency Status	10/08/2013	04	04040000	Issued	10/08/2013
ISSUE FINISH	10/08/2013	1	10000000	Issued	10/08/2013

EXHIBIT J
Rule 25-30.037(2)(r)

A copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary standards drinking water report.

See attached.

Mission:

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



Rick Scott
Governor

Celeste Philip, MD, MPH
Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

Royal Utility Company
PWSID: 4061517
June 20, 2017

Royal Utility Company
c/o: Jock McCartney, President
8900 NW 44 Court
Coral Springs, FL 33065
jockm@royalutility.com

RE: 2017 Sanitary Survey – Royal Utility Co.

Mr. McCartney:

The Department would like to thank you and John McCartney for the assistance provided during the sanitary survey of the Royal Utility PWS conducted on March 30 and 31, 2017. *Please refer to the enclosed inspection report for a list of deficiencies found during the survey and subsequent records review.*

Please note that a significant deficiency was discovered during this inspection. For this reason, the system is considered out of compliance until this deficiency is addressed. A re-inspection of the system may be needed. Resolution 2009-706 Board of County Commissioners of Broward County Florida, Section 1, part VIII, 36.49, L.2. (Miscellaneous), establishes a re-inspection fee of \$50.

You may wish to consult your agent and/or engineer to address the above referenced deficiencies. Please be aware that this letter does not supersede other Department correspondence, notification of deficiencies in other areas, enforcement action, etc.

The Department requests that deficiencies be corrected or that a schedule of corrective actions be received within 30 days of receipt of this letter. If the deficiencies are not resolved in a timely manner, the Department may initiate enforcement action.

Respectfully,

A handwritten signature in black ink, appearing to read "Andrew Frongello".

Andrew Frongello
Environmental Specialist III
Florida Department of Health in Broward County

cc:

John McCartney, Lead Operator, Royal Utility Co.
Maurice Tobon, P.E., Engineer of Record, Royal Utility Co.
Michele Piñeros, Environmental Specialist III, DOH-Broward
Rafael Reyes, Engineering Director, DOH-Broward



BASIC SURVEY INFORMATION

Water System Name: Royal Utility Company

Date(s) Surveyed: May 30, 2017

Survey Inspector(s): Andrew Frongello, Michele Piñeros, Robyn James

Person(s) Contacted: Jock McCartney, John McCartney

CONTACT INFORMATION

PWS ID: 4061517 System (Office) Address: 8900 NW 44 Court, Coral Springs, FL 33065

Phone: (954) 344-9106 Cell: (954) 341-7417 Email/Fax: jockm@royalutility.com

OWNER

Owner Name: Jock McCartney Title: Facility Owner

Address: 8900 NW 44 Court City: Coral Springs State: FL Zip: 33065

Owner Phone: (954) 344-9106 Cell: (954) 341-7417 Email/Fax: jockm@royalutility.com

OPERATOR

Operator Name: John McCartney Lead Operator Class & Certification Number: DWC 0014368

Address: 8900 NW 44 Court City: Coral Springs State: FL Zip: 33065

Phone: (954) 344-9106 Cell: (954) 341-7417 Email/Fax: johnm@royalutility.com

SYSTEM CHARACTERISTICS SUMMARY

SOURCES

Ground Yes Surface No Name of Surface Source(s): N/A

TREATMENT

Number of Plants: 1

Aeration Coagulation Disinfection Filtration Flocculation

RO Softening Stabilization Corrosion Control

Comment

SERVICE AREA CHARACTERISTICS SUMMARY

Total service connections: 1,384 Population served: 4,481 Survey area characteristics: Community

TOTAL SYSTEM CAPACITY AND DEMAND

CAPACITY DATA

System Design: 1,000,000 GPD Primary Limiting Factor: Filters High Service Pumps: 400,000 GPD

Routinely utilized interconnections? Yes No If routinely used, what is hydraulic capacity? N/A GPD

Max: 479,000 GPD 25% Max: 119,750 GPD Average: 323,333 GPD Last survey max: 577,000 GPD

CAPACITY COMPLIANCE

Max daily demand is less than 75% of design capacity? Yes No Comment: None

Storage capacity more than 25% of max daily demand? Yes No Comment: Storage capacity = 590,000 gal

Firm capacity more than average (avg) daily demand? Yes No Comment: Firm capacity = 700 GPM

Standby/avg power capacity more than avg daily demand? Yes No Standby power capacity: 400,000 GPD

Comment

This system has two interconnections with the City of Coral Springs.



TREATMENT

Chemical storage appear to be compliant? Yes No
 Are all chemical feed systems tied to flow? Yes No
 Are dusty and dry chemicals and feed equipment housed separately? Yes No N/A

Facilities & chemicals properly labeled? Yes No
 Corrosive vapors properly controlled? Yes No

INJECTION POINTS	Location	Chemical	Purpose	NSF/ANSI?
	Accelerator ®	Line	Water softener	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Accelerator ®	Wisprofloc	Coagulation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	1) Prior to Accelerator ® 2) Between clarifier and filter	Gas Chlorine	Disinfection	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Clarifier header	Fluoride	Fluoridation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Before Ground Storage Tank	Ammonia (anhydrous)	Chloramine production (for disinfection)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Comment
None

DISINFECTION

Plant name	Royal Utility Company
Type (gas/hypo/chloramination)	Gas
Condition of Equipment	Good
Feed Rate (PPD, GPD)	10 mg/L (est. 42 PPD)
Manual or flow paced?	Manual
Alarm testing frequency?	Quarterly
Chlorine loss alarm functional?	Yes
150 lb or Ton Cylinders?	Both
Automatic Switchover? (>10 PPD)	Yes
Scale compliant?	Yes
Chlorine feed rate?	10 mg/L (est. 42 PPD)
Cylinders restrained?	Yes
Ammonia bottle onsite?	Yes
Wrench in-place?	Yes
Panic hardware provided?	N/A (open room)
Storage & feed isolated?	Yes
Ventilation Compliant?	Yes
Vent switch on exterior?	No
Leak containment?	N/A
Leak detection & fix kit? (>1 ton)	Yes
150 lb gas cylinder present?	
150 lb gas cylinder present?	
Scale strength	
Scale weight compliant?	
Leak spill containment?	
Chlorine to ammonia ratio?	4.5:1
Ammonia flow-paced?	No (manual)
Ammonia after chlorine?	Yes
Free chlorine burn frequency?	Annually

Comment
None

TREATMENT (Page 2)

DISINFECTANT RESIDUALS	Location of sampling (POE Plant 1, East Remote, etc.)?	Distribution	Distribution
	What test kit was used for the sampling?	Hach DPD	Hach PO4 (orthophosphate)
	Time sample was collected?	13:46	13:50
	Result? (note whether free or total)	1.62 mg/L (total)	0.3 mg/L
	Sampler Name? (if other than lead inspector)	MP	MP
Are disinfectant residuals tested in the distribution system as established by rule? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Comment	Distribution sample location: 8260 Wiles Road. Test kit used: Hach Pocket Colorimeter II™		
4-LOG	Are injection points for disinfectant approved by demonstration? <input type="checkbox"/> Yes <input type="checkbox"/> No Are the minimum tank levels specified in approved 4-log demonstration maintained? <input type="checkbox"/> Yes <input type="checkbox"/> No Control of chlorine residuals? <input type="checkbox"/> Yes <input type="checkbox"/> No Are analyzers used? <input type="checkbox"/> Yes <input type="checkbox"/> No Analyzers calibrated? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Why is aeration used? <u>Removal of halogens, sulfide</u>		
AERATION	Type of aeration? Cascading	Screening intact? N/A	Mesh size #24? N/A
	Aerator adequately protected from contaminants (covered, located properly)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Comment	None		
STABILIZATION	Why is stabilization being used?		
	What is the residual chlorine level?		
FERRIC REMOVAL	How is ferric iron being removed?		
	What is the ferric iron level?		
ACTIVATED CARBON	How is activated carbon being used?		
	PAC stock on hand? <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 How is backwash being performed to maintain sufficient activated carbon?		
Comment			
SOFTENING	Why is softening being used? <u>To reduce water hardness</u>		
	Comment: None		
FLUORIDATION	Proper fluoride concentration in distribution? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Are the fluoride concentrations consistent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Safety considerations compliant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Comment	None		
ION EXCHANGE	Why is ion exchange being used?		
	What is the ion exchange resin?		

TREATMENT (PAGE 3)

CONVENTIONAL TREATMENT

List the type and combination of coagulants: Wisprofloc (potato starch)

List the types of coagulant aids being used: None

List flocculation facilities that are being used: Infilco Accelerator ®

Rapid mix unit adequate? Yes No Flocculation adequate? Yes No Flocculation detention time? About 6 hours

Comment: None

FILTRATION

Types of filtration utilized: Gravity Pressure Constant Declining rate Other: N/A

Types of media installed: Mono Dual Multi Other: anthracite, sand, and gravel

Filtration and related equipment operated properly and in good repair? Yes No Are mud balls / cracks prevented? Yes No

Filter gallery piping in good condition? Yes No Color coded? Yes No Filter gallery floor drained? Yes No

What initiates a backwash? Manual switch once per week or if high turbidity Backwash flow rate: 1,400 GPM

Is re-wash (filter-to-waste) capability available? Yes No If so, it is used? Yes No

Meters calibrated and/or checked for accuracy? Yes No How often? Bi-annually

Are the disinfection byproduct precursor removal requirements of the Stage 1 Disinfectants/Disinfection Byproducts Rule being met? Yes No

System required to prepare disinfection profile? Yes No Profile available for review? N/A

Any individual filter excursions occurred in past? Yes No If so, actions taken: Replaced all tiles and media, backwashed

Comment: Filter excursion occurred in 2011 in filter #3

What are the shortest & average times between filter replacements? 8-10 years according to manufacturer

Comment: None

MEMBRANES

Number of membrane(s) present: _____ Membranes subject to wash / clean in place? Yes No

Type of membrane used: _____ Actual operating pressure: _____

Washing rate and frequency: _____ Expected life of membrane: _____

Wash water recovery: _____ Operating pH range: _____

SEDIMENTATION

Types of sedimentation/clarification process & facilities being used? Infilco Accelerator ®

Flow distributed evenly to basins? Yes No Mechanical equipment working? Yes No Settled water turbidity? 0.01 NTU

Indication of excess sludge in basin(s)? Yes No How often is sludge removed? After backwashes*

Comment: (*)Sludge is transferred from sludge collection tank to retention pond.

RO

Types of Sedimentation/clarification process & facilities being used? _____

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

Frequency of cleaning, sanitizing, or other cleaning cycles and times: _____

OZONE

Is ozone used currently? Yes No Is the equipment cleaned, dried and dry? Yes No

SOURCE

GROUNDWATER QUANTITY, QUALITY, AND PROTECTION

Total Source Capacity exceeds Maximum Daily Demand? Yes No Firm capacity exceeds Average Daily Demand? Yes No
 Any unused or improperly abandoned wells within system? Yes No System has a well head protection program? Yes No
 Does the system have an emergency spill response plan? Yes No

Comment
None

GROUNDWATER WELLS

	Well #1	Well #2	Well #3
Well name	AAI9419	AAI9418	AAL5110
FLUWID	AAI9419	AAI9418	AAL5110
Year well drilled	1974	1974	1974
Depth well drilled	140	165	138
Aquifer name	Biscayne	Biscayne	Biscayne
Depth of casing	127	140	132
Diameter of casing	Max=8 inches	Max=12 inches	Max=12 inches
Pump type	Turbine	Turbine	Turbine
Horsepower	10	10	10
Rated capacity (GPM@PSI)	350 GPM	350 GPM	350 GPM
Observed Yield? (GPM@PSI)	Unknown	Unknown	Unknown
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?	N/A	N/A	N/A
Dumpline installed?	Yes	Yes	Yes
Stand-by Power?	Yes*	Yes*	Yes*

Comment
 (*)Each well pump house is fitted with quick electrical connections in case backup power is needed. Mobile generators must be brought to site.

SUBPART H ONLY

WATER SOURCES

Type of Source: Bay Stream Lake Spring Impoundment Other

Name of source:

SOURCE QUALITY

Is the water source protected? Yes No Are there any intakes? Yes No

Was shed or buffer/charge area protected? Yes No Protected area surveyed? Yes No

Size of the protected area: General area of the area:

Number of the protection area: Industrial Residential Agricultural Public Other

How is protection area controlled? Ownership Ordinances Other

Intakes restricted for at least 200' radius? Yes No If no, list pollution sources upstream from intake

Intakes vulnerable to disaster or terrorism? Yes No If no, explain

Any alternate transmission lines to users? Yes No How often are intakes inspected?

Minimum intake withdrawal elevation? Yes No Minimum protection well level?

Can water be withdrawn during drought? Yes No Level of the lowest withdrawal point?

Detection profile preparation required? Yes No No is detection profile available for review? Yes No

How many total intakes? None 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989

STORAGE FACILITIES				
Tank Name or Number	Tank #1	Tank #2	Tank #3	
Storage type (ground, elevated, hydro, etc.)	Ground	Hydropneumatic	Clearwell	
Tank material (steel, concrete, etc.)	Concrete	Steel	Concrete	
Tank size (Gallons)	500,000	10,000	80,000	
COMPONENTS	Watertight roof/hatch?	Yes	Yes	Yes
	Venting/screens compliant?	Yes	Yes	Yes
	Overflow compliant?	Yes	Yes	Yes
	Level/PSI indicator compliant?	Yes	Yes	Yes
	Drain & bypass installed?	Drain w/o bypass	Yes	No (pump)
INSPECT	Interior coating meet NSF?	Yes	Yes	Yes
	Date of last annual inspection	2017	2017	2017
	Year of last 5 year inspection	2014	2014	2014
	Year of last 5 year washout	2014	2014	2014
CONTROLS	On/Off pressure (PSI) settings	Unknown	Unknown	Unknown
	Altitude valves present? (elevated)	N/A	N/A	N/A
	Adequate turnover provided?	Yes	Yes	Yes
	How are tanks levels controlled	<input type="checkbox"/> Manually <input checked="" type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA	<input checked="" type="checkbox"/> Manually <input type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA	<input type="checkbox"/> Manually <input checked="" type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA

Comment
 During the inspection, it was observed that the hydro tank vent line was partially covered with paint. On the second day of the inspection it was observed that the paint was removed.

MONITORING, REPORTING, & DATA VERIFICATION							
PLANS	Written available required monitoring plans? <input checked="" type="checkbox"/> Bacteriological <input checked="" type="checkbox"/> DBP <input type="checkbox"/> Pb/Cu and WQP <input type="checkbox"/> Other: <u>None</u>						
	Monitoring program maintained and followed per rule? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Records retention compliant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
SOP	Is testing required monitoring equipment compliant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the reagents in date? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
	Proper procedures for calibrating monitor equipment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are records maintained per the FDEP <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
PARAMETERS	Parameters currently monitored: <input checked="" type="checkbox"/> Chlorine <input checked="" type="checkbox"/> pH <input checked="" type="checkbox"/> F <input type="checkbox"/> PO4 <input checked="" type="checkbox"/> Fe <input type="checkbox"/> H2S <input checked="" type="checkbox"/> Turbidity <input checked="" type="checkbox"/> Other: <u>Alkalinity, Color, Hardness, Temperature, Ammonia</u>						
	Any monitoring & reporting, treatment techniques, or MCL problems? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">Violation</th> <th style="width: 40%;">Follow-up Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Violation	Follow-up Date				
Violation	Follow-up Date						

Comment
 System does not have approved Lead and Copper monitoring plan on-site and is not following approved plan.

OPERATOR STAFFING REQUIREMENTS	
PLANT	Plant Category/Class: <u>Cat 1, 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>In Plant Log Book</u> Approved for reduced staffing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DISTRIBUTION	Distribution category: <u>Category 1, Level 3</u>
	Distribution O&M log type: <input type="checkbox"/> Paper <input type="checkbox"/> Approved Electronic <input checked="" type="checkbox"/> In Plant Log Book It 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
 Plant requirements (0.3MGD to 1.0 MGD) staffing by Class C or higher operator: 6 hrs/day for 5 days/week and one visit on each weekend day.
 Distribution requirements; lead/chief operator must be a level 3 or higher water distribution system operator or a class C or higher water treatment plant operator.

PUMPS AND CONTROLS

PUMPS AND CONTROLS	Pump Name	HS #1	HS #2 (Fire)	HS #4 (Jockey)	Transfer
	Pump Use	Service	Service	Service	Transfer to GST*
	Pump Type	Turbine	Turbine	Centrifugal	Turbine
	Horsepower	25	50	10	20
	Capacity (MGD)	500	1000	200	1500
	Lubricant NSF?	Yes	Yes	Yes	Yes
Comment	(*)Ground Storage Tank				

DISTRIBUTION

Flush Frequency: at least quarterly per written plan Other: None

Maximum Pressure 87 PSI Minimum Pressure: 65 PSI

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

Comment: None

SYSTEM MANAGEMENT AND OPERATION

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

Comment: None

Are financial, operational data, and maintenance records maintained? Yes No

Are main breaks reported and recorded Yes No Are boil water notices issued when applicable? Yes No

Comment: Annual audits with Public Service Commission

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

Comment: None

Preventative Maintenance Program in place? Yes No Maintenance & calibration records retained onsite since last survey? Yes No

Are written SOPs and O&M Manuals for: Flushing Valves Plants Clearances New Line Installations

Comment: Unidirectional flush quarterly and comprehensive flush annually with city during free chlorine burn

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

Comment: Other: service connections, well locations, sewer mains.

Does the system have and implement a written cross connection control program? Yes No NA

Has the cross connection control annual report been submitted? Yes No NA

Do any of the past three years of annual reports indicate any deficiencies? Yes No NA

Are there any cross connections observed onsite or in the distribution system? Yes No

Comment: System does not have a cross connection control plan or records on file

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

Comment: None

Switchover: Automatic Manual Capacity of Standby Power Source: 268 kW

Is stand-by equipment exercised at least monthly? Yes No Hrs Operated Under Load: 2 weeks

Satisfy average daily demand? Yes No Unknown

What equipment does it operate? Well Pumps High Service Pumps Treatment Equipment

Audio-visual alarm? Yes No

Comment None

DETERMINATIONS

Areas of Concern Noted? Yes No

Areas of Concern	Rule	Corrective Action	Date Corrected	Significant Deficiency?
Holes in roof of clearwell tank.	62-555.350(2)	Repair or contact the Department if replacement is necessary.		Yes
No cross-connection control program. No Cross-Connection Control Plan (CCCP) on file.	62-555.360(2)	Establish and implement a cross-connection control program. Submit a CCCP.		No (Major)
Leak observed at flush-line for well pump #1.	62-555.350(2)	Repair or replace.		No (minor)
Inadequate cross-connection control program records.	62-555.360(2)	Maintain a current inventory of backflow protection at service connections & maintain records of the installation, inspection/testing, and repair of backflow protection at service connections.		No (minor)
Lead and Copper Plan was not followed during last sampling event	62-550.800, 40 CFR 141, Subpart I (sections 80-91)	Follow approved Lead and Copper Plan for all future sampling events	Non-Compliance Letter sent	No (minor)
Several plant components are corroded.	62-555.350(2)	Refurbish or contact the Department if replacement is necessary.		No (minor)

Technical assistance providers recommended? Yes No

Inspector's Signature  Date: 06-20-2017

Inspector's Signature  Date: 06/20/2017

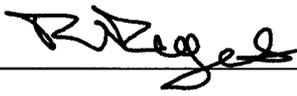
Reviewer's Signature  Date: 06/20/2017



Figure 1. Hole observed in top of the clearwell.



Figure 2. A plate with four (4) small holes was observed on top of the clearwell.



Figure 3. Corrosion observed on pipe leading from pump house for well#1.



Figure 4. Corrosion and leak observed at the flush-line cap for well#1.



Figure 5. Broken pressure gauge at well#2 (corrected on site, see figure 6).



Figure 6. New pressure gauge installed at well#2.



Figure 7. Corrosion observed at the head of well#3.



Figure 8. Corrosion on flush-line cap at well#3.



Figure 9. Corrosion on manifold pipe leading to Accelerator.

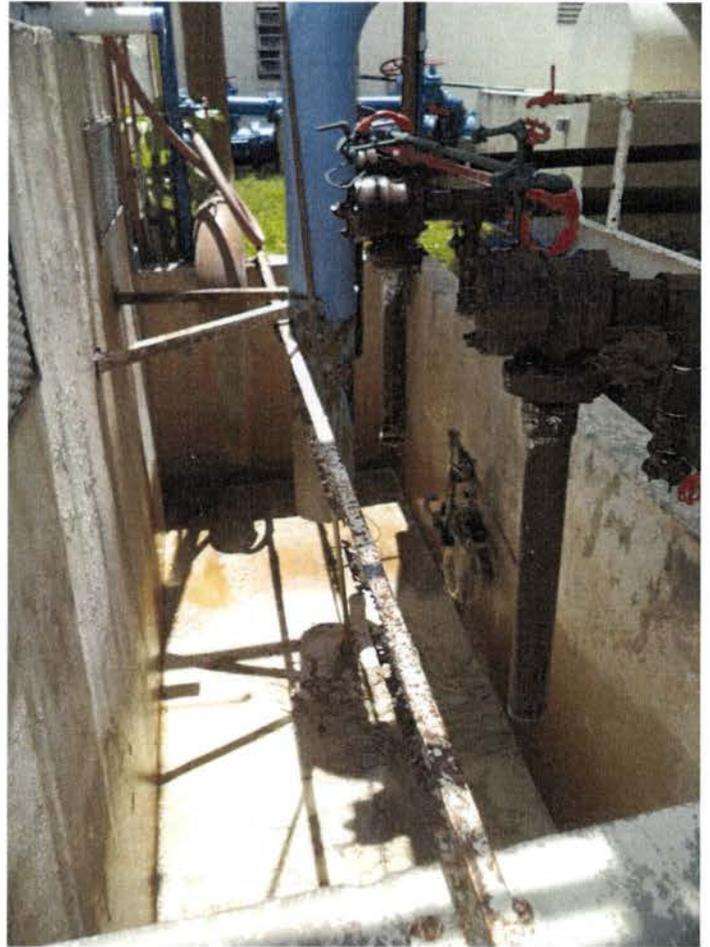


Figure 10. Corrosion on pipe at the sludge collector tank.



Figure 11. Corrosion on the underside of walkway leading to Accelerator.



Figure 12. Corrosion on underside of walkway leading to Accelerator.



Figure 13. Exposed electrical wiring near the high service pumps. This is not found as a deficiency because they are not electrically active and the conduit is plugged; however, it is recommended to cap or otherwise cover the exposed wires.



Figure 14. Broken pressure gauge on the hydro tank (Corrected next day, see figure 15).



Figure 15. New pressure gauge installed on hydro tank.

COMMENTS/REQUEST FOR INFORMATION

1. Provide Department with the number of inline valves contained in the distribution system.
2. Provide *rated pressure capacity* for each well pump and the *observed yield and pressure* for each well pump.
3. Provide the *On/off pressure settings* for each tank if applicable.
4. Provide an updated system diagram.



Royal Utility Company

July 15th, 2016

Florida Department of Health in Broward County,
Attention; Andrew Frongello,
2421A SW 6th Street
Fort Lauderdale, FL 33315

Dear Mr. Frongello,

RE: 4061517 2017 Sanitary Survey Response

In response to your E-Mail of June 30th 2017 with reference to the subject matter the following items are addressed;

- a. Holes in clearwell tank. Remediated, see Exhibit "A" Figures 1 & 2 attached
 - b. No cross connection control program. Engineer of Record to discuss with Department July 17th 2017
 - c. Leak observed at flush-line for well pump #1. Remediated, see Exhibit "A" Figures 3 & 4.
 - d. Inadequate cross connection control program records. Engineer of Record to discuss with Department July 17th 2017
 - e. Lead and Copper Plan was not followed during last sampling event. Engineer of Record to discuss with Department July 17th 2017
 - f. Several plant components are corroded. Pursuant to Department request a structural engineer was engaged to prepare a report with recommendations relating to corrosion of plant elements. Structural engineer inspected the plant elements in question and is in the process of preparing his report.
1. Provide Department with number of inline valves contained in the distribution system. See attached Exhibit "B".
 2. Provide *rated pressure capacity* for each well pump and the *observed yield and pressure* for each well pump. See attached Exhibit "C"
 3. Provide on/off pressures for each tank. Hydro-pneumatic tank on at 60 psi off at 85 psi. Clearwell altitude valve from Ground Storage, on at 30 inches, off at 65".
 4. Provide an updated system diagram. See Exhibit "D", attached.

We trust that the above meets the approval of the Department,

Sincerely,

Jock McCartney
President, Royal Utility Co.

cc. Maurice Tobon P.E. PMP.

EXHIBIT "A"



FIGURE 1. ALUMINUM PLATE SEALED OVER CLEARWELL ALL SEAMS/OPENINGS AND CAULKED WITH SILICOONE.



FIGURE 2. POSITION FOR FUTURE BWT #2 SEALED.



FIGURE 3. CORROSION ON WELL #1 DISCHARGE PIPE WIRE BRUSHED, ANTI CORROSION COATED.



FIGURE 4. CORROSION ON FLUSH-LINE WELL #1. FITTING TIGHTENED, WIRE BRUSHED, ANTI CORROSION COATED.



FIGURE 7. WELL #3 CORROSION AREAS WIRE BRUSHED, ANTI CORROSION COATED



FIGURE 8. WELL #3 FLUSH LINE CAP TIGHTENED, WIIRE BRUSHED, AND ANTI CORROSION COATED.

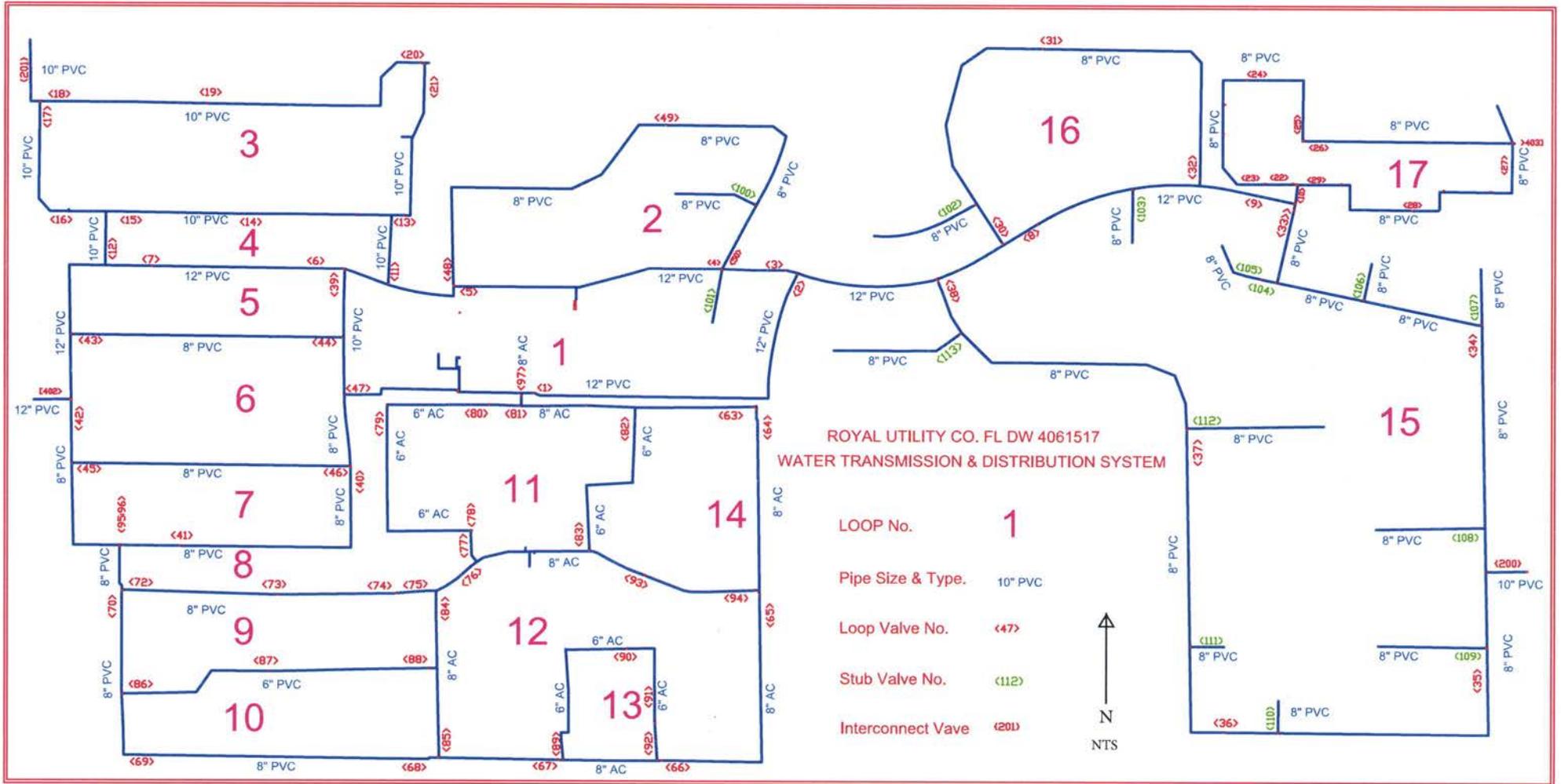


FIGURE 9. RAW WATER RISER METER TEST AREA WIRE BRUSHED AND ANTI CORROSION COATED.



FIGURE 13. HS PUMP #2 DEAD WIRES IN ABANDONED CONDUIT SEALED & COATED.

EXHIBIT "B"



"In Line Valves" = 83

EXHIBIT "C"



Royal Utility Co.

DATE

Test flow duration min = 5.0

RAW WATER WELL YIELD TEST

6/6/2017

WELL YIELD CONFIGURATION	TOTAL FLOWS GPM	Well #1				Well #2				Well #3				NOTES!
		Meter Read		Flow	GAUGE Pressure	Meter Read		Flow	GAUGE Pressure	Meter Read		Flow	GAUGE Pressure	
		Begin	End			Begin	End			Begin	End			
#1-#2-#3 ON	672		760	152	20		1,300	260	21		1,300	260	24	ALL ON
#1 & #2 ON	492		900	180	16		1,560	312	16					#3 OFF
#1 & #3 ON	472		910	182	18						1,450	290	18	#2 OFF
#2 & #3 ON	556						1,430	286	20		1,350	270	22	#1 OFF
#1 ONLY ON	211		1,055	211	11									#2 & #3 OFF
#2 ONLY ON	328						1,640	328	15					#1 & #3 OFF
#3 ONLY ON	302										1,510	302	16	#1 & #2 OFF

Raw Water
H₂O Temp °F = 79

PSI~ft head
2.31

DESIGN CRITERIA VS MEASURED (THIS TEST)

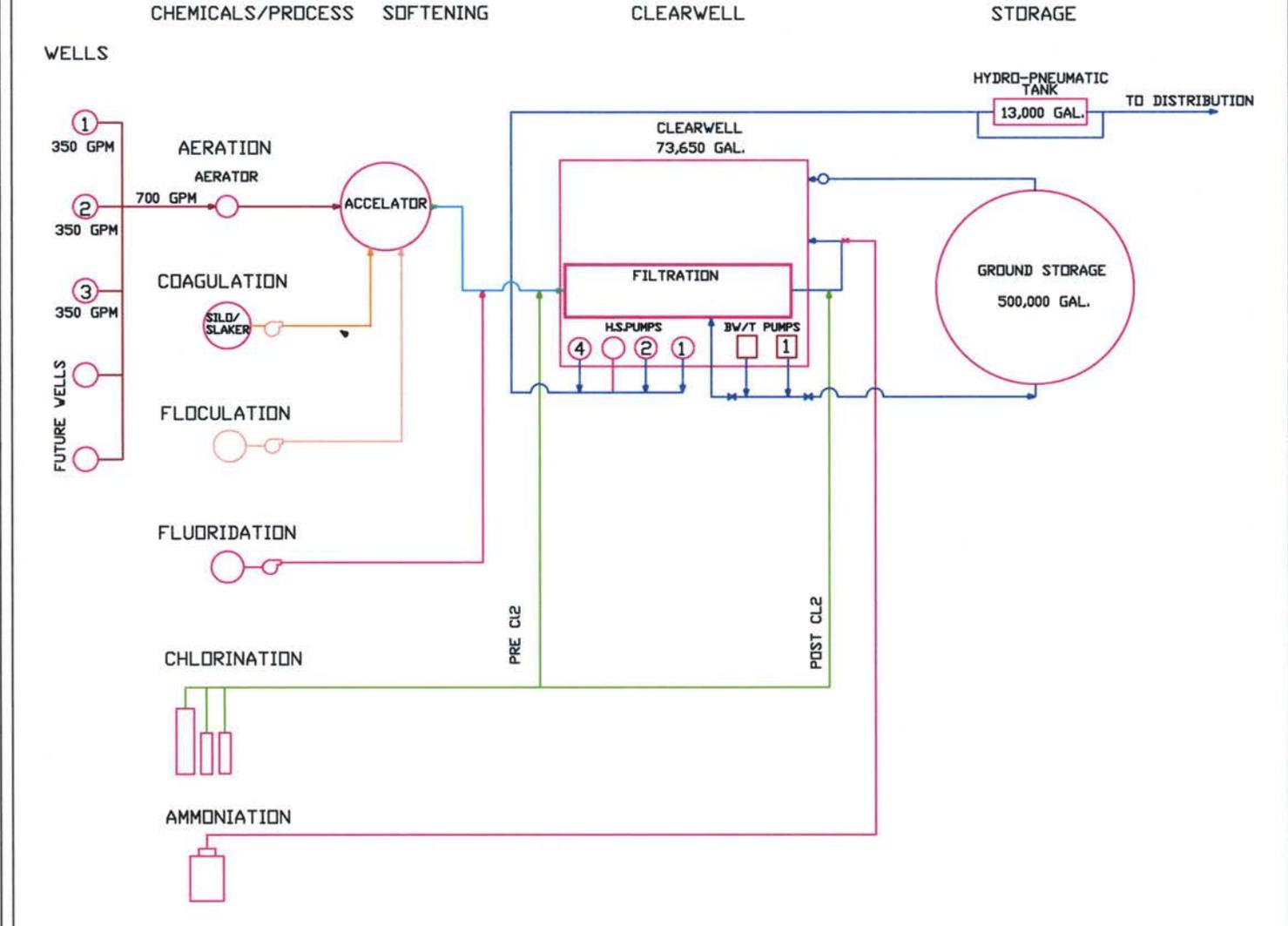
measured pump head = gauge pressure @ pump discharge with other wells off.

#	CRITERIA	WELL #1 2014	
		DESIGN	MEASURED
1	Well casing ID in	8	8
2	Depth of Well ft	140	135
3	Static H ₂ O Below pump discharge ft	7	
4	Pump Level below discharge at rated capacity ft	17	23
5	Pumping head or pressure above pump disch. ft	40	
6	Total design pumping head (4+5) ft	57	48
7	Capacity of pump (GPM)	350	211
8*	WELL COLUMN LENGTH = PUMP + DISCHARGE PIPE ft	50	55

#	DESIGN	WELL #2 2015	
		DESIGN	MEASURED
1	12		
2	180		
3	7	11	
4	17	26	
5	45		
6	62	61	
7	350	328	
8*	40	45	

#	DESIGN	WELL #3 1974	
		DESIGN	MEASURED
1	12		
2	180		
3	7		
4	17		
5	47		
6	64	54	
7	350	302	
8*	40	?	

4061517 FLOW DIAGRAM



ROYAL UTILITY COMPANY,
8900 NW 44 COURT, CORAL SPRINGS, FL 33065



Tobon Engineering

Engineering and Utility Management

July 19, 2017

Andrew Frongello
Environmental Specialist III
Environmental Engineering Section
Florida Department of Health in Broward County
2421A S.W. 6th Avenue
Fort Lauderdale, FL 33315

RE: Royal Utility Company
2017 Sanitary Survey Response to Health Department Correspondence

Dear Mr. Frongello,

My client, Royal Utility Company, has asked me to respond to the above referenced letter as their Engineer-of-Record.

In reference to the correspondence dated June 20, 2017 and the above subject matter the following items are a response to the deficiencies listed, other miscellaneous issue observed during the Sanitary Survey have also been addressed.

1. Holes in clearwell tank have been repaired and are as shown in Exhibit A, Figures 1 & 2.
2. No cross-connection control program. As discussed during our meeting of July 17, 2017 Royal Utility Company will submit a Cross Connection Control Plan, we anticipate submitting this plan within 30 days.
3. Leak observed at flush-line for well pump #1. The leak has been repaired, Exhibit A Figure 3 shows repaired corrosion and Figure 4 a repaired leak.
4. Inadequate cross connection control program records. The above reference Cross Connection Control Plan will be developed as per FAC 62-555.360(2) and will include inventory records, inspection/testing and all other requirements.
5. Lead and Copper Plan was not followed during last sampling event. As per the e-mail dated July 18th, 2017 from the Health Department (2017 Annual Monitoring Schedule for Royal Utility PMS Revised), Royal Utility Company is eligible for reduced lead and copper sampling interval. The next Lead & Copper Sampling will occur in 2019 at which time a revised sampling plan will also be submitted.
6. Several plant components are corroded. Exhibit A Figures 5-7 shows areas where corrosion has been removed and re-painted. Figure 8 shows the sealed penetration of an abandoned conduit which was noted in one of the photos in the Sanitary Survey. In addition, a structural engineer has been hired to prepare a report with recommendations relating to corrosion of other water plant structures. The structural engineer has inspected the plant and is in the process of preparing a draft report.

Tobon Engineering

Engineering and Utility Management

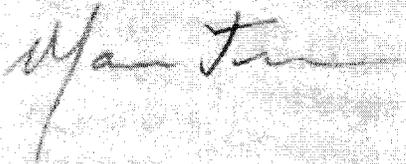
Subject Royal Utility Company Health Department Response

On Page 13 of the Sanitary Survey under the Comments/Request for Information Section the following is the information is provided as requested:

1. Provide Department with number of inline valves contained in the distribution system. A schematic (Exhibit B) of the water distribution system is provided which also shows the location of water distribution valves.
2. Provide *rated pressure capacity* for each well pump and the *observed yield and pressure* for each well pump. Provided in Exhibit C.
3. Provide on/off pressures for each tank. Hydro-pneumatic tank on at 60 psi and off at 85 psi. Clearwell altitude valve from ground storage tank, on at 30 inches, off at 65 inches.
4. Provide an updated system diagram. A process flow diagram of the water treatment system is included as Exhibit D.

We trust that the above meets the approval of the Health Department. Please call or email me if you have any further questions.

Sincerely,



Maurice Tobon, P.E.

Cc: Jock McCartney, Royal Utility
John McCartney, Royal Utility
Michele Pinero, Environmental Specialist III
Rafael Reyes, Health Dept. of Broward County

Attachments

EXHIBIT A



**FIGURE 1. ALUMINUM PLATE SEALED OVER CLEARWELL
ALL SEAMS/OPENINGS AND CAULKED WITH SILICONE.**



**FIGURE 2. POSITION FOR FUTURE BWT #2
SEALED.**



**FIGURE 3. CORROSION ON WELL #1 DISCHARGE PIPE WIRE
BRUSHED, ANTI CORROSION COATED.**



**FIGURE 4. CORROSION ON FLUSH-LINE WELL #1. FITTING
TIGHTENED, WIRE BRUSHED, ANTI CORROSION COATED.**



**FIGURE 5. WELL #3 CORROSION AREAS WIRE BRUSHED,
ANTI CORROSION COATED**



**FIGURE 6. WELL #3 FLUSH LINE CAP TIGHTENED, WIRE
BRUSHED, AND ANTI CORROSION COATED.**



FIGURE 7. RAW WATER RISER. METER TEST AREA WIRE
BRUSHED AND ANTI CORROSION COATED.

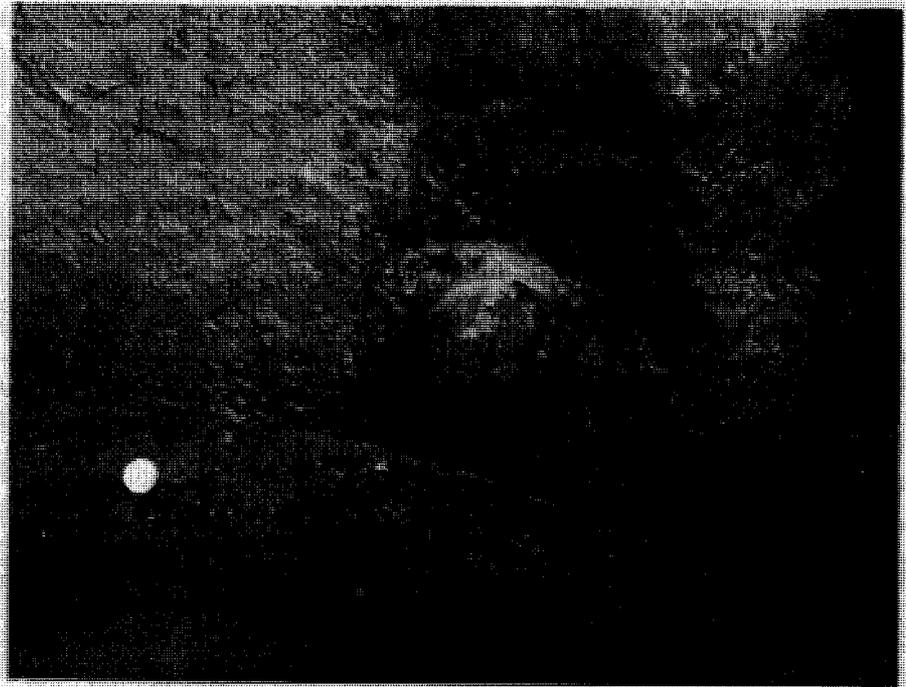
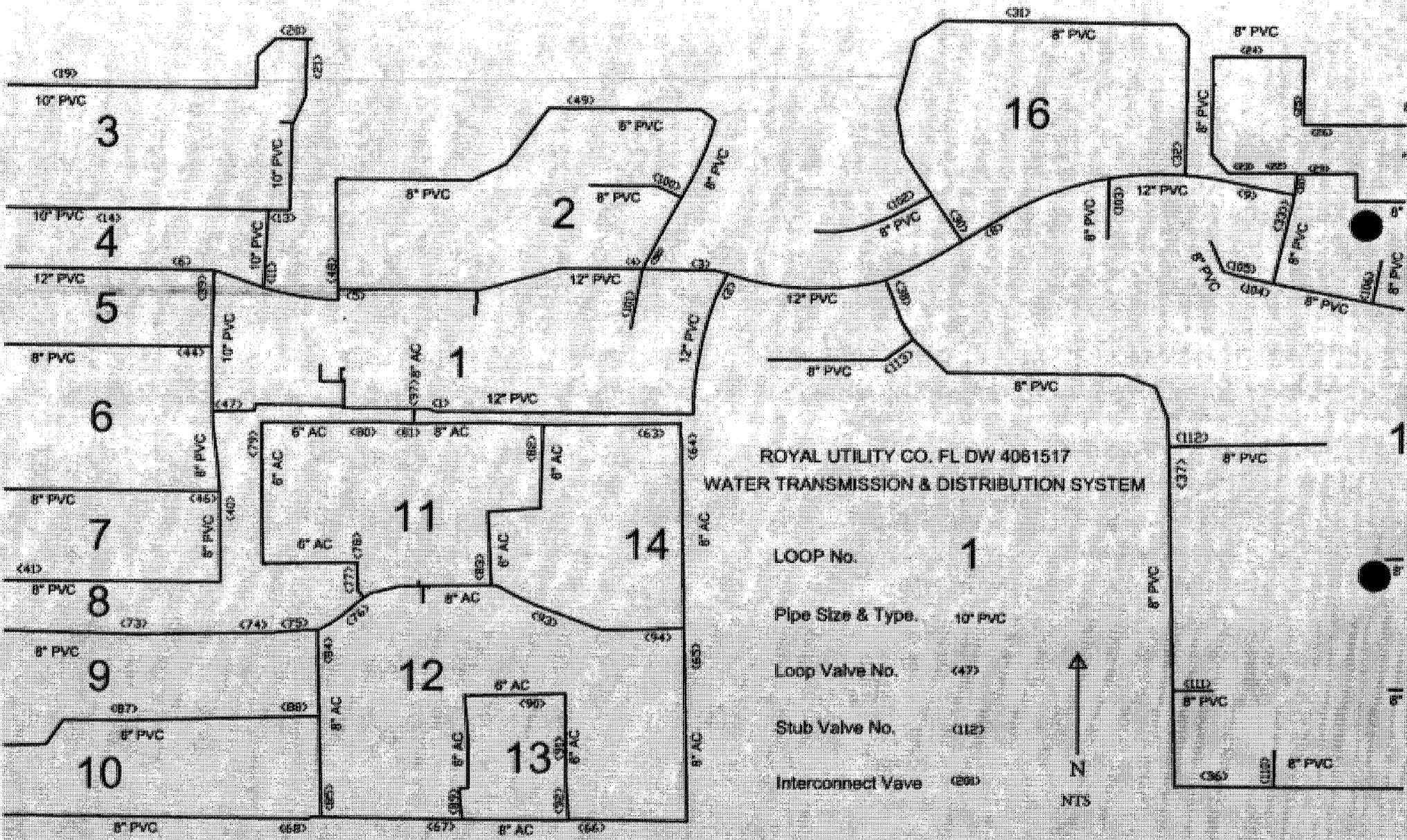


FIGURE 8. HS PUMP #2 DEAD WIRES IN ABANDONED CONDUIT SEALED & COATED.



ROYAL UTILITY CO. FL DW 4081517
 WATER TRANSMISSION & DISTRIBUTION SYSTEM

LOOP No.	1
Pipe Size & Type.	10" PVC
Loop Valve No.	(47)
Stub Valve No.	(112)
Interconnect Valve	(260)



"In Line Valves" = 83



Royal Utility Co.

DATE

Test flow duration min = 5.0

RAW WATER WELL YIELD TEST

4/1/2007

WELL FIELD CONFIGURATION	TOTAL FLOW/IS GPM	Well #1				Well #2				Well #3				NOTES
		Meter Read		Flow	GAUGE Pressure	Meter Read		Flow	GAUGE Pressure	Meter Read		Flow	GAUGE Pressure	
		Begin	End			Begin	End			Begin	End			
#1-#2-#3 ON	972		760	152	30		1,300	260	21		1,300	260	24	ALL ON
#1 & #2 ON	492		900	180	16		1,300	262	16					#3 OFF
#1 & #3 ON	472		910	182	18						1,430	290	18	#2 OFF
#2 & #3 ON	336						1,430	288	20		1,370	270	21	#1 OFF
#1 ONLY ON	211		1,065	211	11									#2 & #3 OFF
#2 ONLY ON	328						1,040	208	15					#1 & #3 OFF
#3 ONLY ON	392										1,510	302	14	#1 & #2 OFF

Raw Water

PSF-ft head

DESIGN CRITERIA VS MEASURED (THIS TEST)

H₂O Temp T = 70

2.21

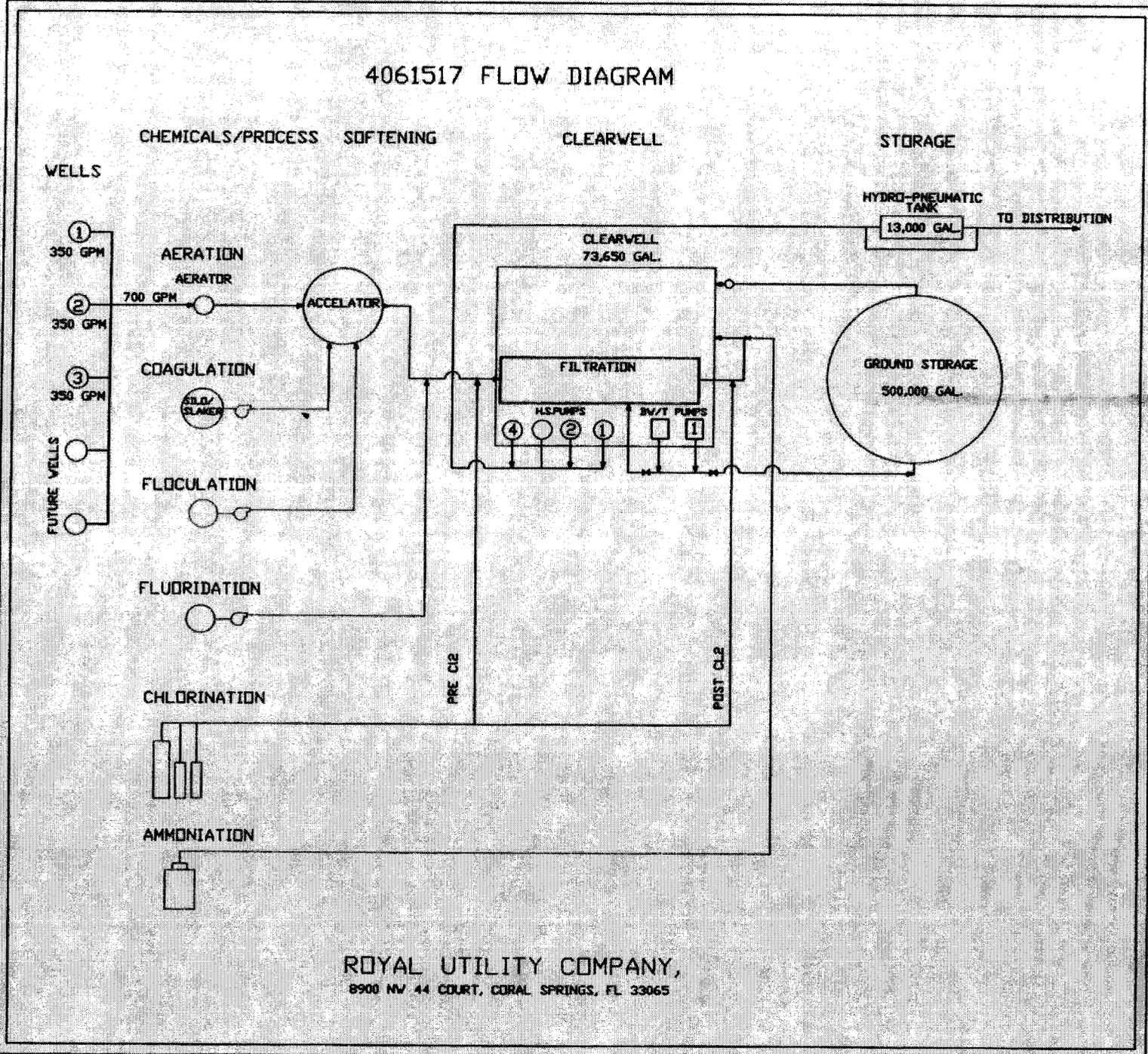
measured pump head = gauge pressure @ pump discharge with other wells off.

#	CRITERIA	WELL #1 2004	
		DESIGN	MEASURED
1	Well casing ID in	8	8
2	Depth of Well ft	140	135
3	Static H ₂ O below pump discharge ft	7	
4	Pump Level below discharge at rated capacity ft	17	23
5	Pumping head or pressure above pump disch. ft	40	
6	Total design pumping head (4+5) ft	57	48
7	Capacity of pump (GPM)	350	211
8*	WELL COLUMN LENGTH + PUMP + DISCHARGE PIPE FT	50	52

#	CRITERIA	WELL #2 2015	
		DESIGN	MEASURED
1	12		
2	180		
3	7		11
4	17		26
5	45		
6	62		61
7	350		328
8*	40		45

#	CRITERIA	WELL #3 1974	
		DESIGN	MEASURED
1	12		
2	180		
3	7		
4	17		
5	47		
6	64		54
7	350		392
8*	40		7

4061517 FLOW DIAGRAM



ROYAL UTILITY COMPANY,
8900 NW 44 COURT, CORAL SPRINGS, FL 33065

RE: 2017 Sanitary Survey - Royal Utility

Jock McCartney <jockm@alstonmccartney.com>

Wed 6/21/2017 11:44 AM

To: Frongello, Andrew A <Andrew.Frongello@flhealth.gov>; jockm@royalutility.com <jockm@royalutility.com>; johnm@royalutility.com <johnm@royalutility.com>; toboneng@bellsouth.net <toboneng@bellsouth.net>;

Cc: DL CHD06 EH Water Program <DOHEngineeringWater@flhealth.gov>;

In PWS as "04"
AF

Good Day Andrew,

We acknowledge receipt of the subject sanitary survey comments, the following comments are briefly addressed below, we may need to meet in order to address some of those issues noted before finalizing our response.

Areas of Concern

- a) **Holes in roof of clearwell tank:** *This has been addressed and rectified.*
- b) **No cross-connection control program.....:** *Royal is in compliance of own devices, all other devices are regulated by Florida Building Code and as such are outside of private utility regulatory/enforcement jurisdiction. Need to meet to address.*
- c) **Leak observed at flush line Well Pump #1:** *This was fixed immediately*
- d) **Inadequate cross-connection control program records:** *See b)*
- e) **Lead and Copped plan was not followed during last sampling event:** *Need to meet to address.*
- f) **Several plant components are corroded:** *We engaged the services of a professional structural engineering company to inspect and report on the concerns raised by your team relative to structure and corrosion, his report will form a part of the final response.*

We would like to arrange a meeting at your office to discuss b), d), and e), some date in early July so that we may comply with agreed resolution.

Kind regards,

Jock McCartney

President,

Royal Utility Company,

8900 Northwest 44th Court,

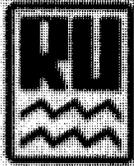
Coral Springs, FL., 33065.

jockm@royalutility.com

Web. RoyalUtility.com

Mobile (954) 341-7417

Office (954) 344-9106



From: Frongello, Andrew A [mailto:Andrew.Frongello@flhealth.gov]
Sent: Wednesday, June 21, 2017 09:43
To: jockm@royalutility.com; johnm@royalutility.com; toboneng@bellsouth.net
Cc: DL CHD06 EH Water Program
Subject: 2017 Sanitary Survey - Royal Utility

Good Morning ,

Please find attached the current Sanitary Survey Letter and Report for Royal Utility Company for your review. Please make sure to address all the comments and have a response to our Department within 30 days of this email.

Should you have any comments or questions, do not hesitate to contact me.

Regards,

Andrew Frongello
Environmental Specialist III
Environmental Engineering Section
Florida Department of Health in Broward County
1421A SW 6th Street
Fort Lauderdale, FL 33315
Office: (954) 467-4700 ext 4209
Cell: (954) 547-1630
Website: <http://broward.floridahealth.gov>

Florida Health: the first accredited public health system in the U.S.

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

Vision: To be the Healthiest State in the Nation

Values: (ICARE)

Innovation: We search for creative solutions and manage resources wisely.

Collaboration: We use teamwork to achieve common goals and solve problems.

Accountability: We perform with integrity & respect.

Responsiveness: We achieve our mission by serving our customers and engaging our partners.

Excellence: We promote quality outcomes through learning & continuous performance improvement.

Please Note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your email communication may therefore be subject to public disclosure.

EXHIBIT K
Rule 25-30.037(2)(r)

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

See Exhibit "J"

Mission:

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



Rick Scott
Governor

Celeste Philip, MD, MPH
State Surgeon General

Vision: To be the Healthiest State in the Nation

Broward County – Drinking Water Program
July 18, 2017

M E M O R A N D U M

TO: *Royal Utility Public Water System (PWS)*

PWSID: 4061517

SUBJECT: 2017 Annual Monitoring Schedule for *Royal Utility PWS (Revised)*

Dear Public Water System Owner/Administrator:

The Florida Department of Health in Broward County (FDOH-BC) hereby informs you that the 2017 calendar year monitoring program is currently in progress.

Pursuant to Chapter 62-550, Florida Administrative Code (FAC), please carefully review the monitoring schedule tables below and make the necessary arrangements to have a DOH-certified laboratory perform the following analyses for your system:

Chemical	Next Due	Sample Location/Comments	Chemical	Next Due	Sample Location/Comments
Bacteriologicals	Monthly	Distribution samples per approved sampling plan	VOCs	2017	At POE
Disinfectant Residuals	Daily	At POE and remote location	SOCs	2017	At POE <i>Refer to Note 1.b. below</i>
Nitrate & Nitrite	2017	At POE	Rads	2020	At POE
Inorganics	2017	At POE	DBPs	Quarterly	As established in Stage 2 DBPs monitoring plan.
Asbestos	2020	Distribution. From A-C pipe sampling location.	Lead & Copper (Pb-Cu)	Triennially 2019 (Between June & Sept.)	At customer taps, according to approved sampling plan.
Secondaries	2017	At POE	WQPs	Triennially 2019 (Between June & Sept.)	Recommended to sample concurrently with Pb-Cu and according to approved sampling plan.

These tables show all required routine and/or increased or reduced monitoring for your system during the 2017 calendar year and subsequent years. **IMPORTANT:** Monitoring frequency may change during the year, depending on monitoring results or other factors. Please contact the Department if you have questions about your specific monitoring schedule.

The following points are emphasized to assist you in 2017:

Monitoring Schedule and Reporting Format:

1. Minimum Monitoring Frequency:
 - a. Consecutive quarterly samples must be collected at least 30 days apart.
 - b. For SOC monitoring (systems >3300 persons): Samples taken during 2 different calendar quarters in one year and at least 60 days apart.
 - c. Consecutive annual samples must be collected at least 90 days apart.
2. Chemical sample test results must be submitted using reporting format 62-550.730, no later than ten days following the end of the monitoring period, or the first ten days following the month in which the sample results are received, whichever time is shortest. Late reporting may lead to enforcement action.
3. Monitor early and immediately check the results while within the current monitoring period. In general, most increased compliance monitoring problems can be eliminated by having sufficient time to monitor again compared to a single sample taken at the end of the monitoring period. Note in chain of custody for the lab to inform you immediately of any result requiring additional monitoring, according to Rule 62-550 FAC. Time is important if you exceed an MCL and need a confirmation sample.
4. Make sure that confirmation samples are taken within **14** days of occurrence of any MCL violation or detection of contaminants. MCL confirmation samples are to be collected at the same sampling point as soon as possible, but no later than 14 days after the initial sample was taken. Results shall be averaged with the first sampling results and the average used for compliance.
5. Monitoring for Unregulated Organic Contaminants (UOCs) is coordinated directly by EPA, whose drinking water hotline number is (800) 426-4791. Please direct all your inquiries about UOC monitoring requirement to EPA at that hotline number.

Increased monitoring frequencies for the following contaminants may be required in accordance with the requirements in Chapter 62-550 FAC:

- **Nitrate and Nitrite:** detection of samples \geq 50% MCL triggers quarterly monitoring.
- **Inorganics:** detection of any contaminant sample > MCL triggers quarterly monitoring.
- **Total TTHMs and HAA5s (Stage 2):** the locational running annual average (LRAA) > MCL triggers quarterly monitoring.
- **Volatile Organic Contaminants (VOCs):** detection of any VOC > 0.0005 mg/L or 0.5 μ g/L triggers quarterly monitoring.
- **Synthetic Organic Contaminants (SOCs):** detection of any SOC triggers quarterly monitoring.
- **Gross Alpha, Radium 226, Radium 228 and Uranium:**
 - Detection of any sample result > MCL triggers quarterly monitoring.

- Detection of a sample result $> \frac{1}{2}$ MCL but \leq MCL triggers sampling every three years.
- Detection of a sample result \geq Regulatory Detection Limit (RDL) but $\leq \frac{1}{2}$ MCL, triggers sampling every six years.
- Note that if routine monitoring results for a radiological contaminant are below the RDL, the system shall sample and analyze for that contaminant (at the same sampling point) every nine years.

Ensure that any applicable increased monitoring is completed if you have had any results at a level that triggers such monitoring. In this case, please notify the Department immediately to receive an updated monitoring schedule table.

This 2017 Public Water System (PWS) Contaminant Monitoring Schedule summarizes the standard contaminant analyses required in 2017 for the **Royal Utility PWS**. It represents the Department's good faith assessment, as of July 2017, for the contaminant monitoring required for the PWS during the 2017 calendar year, irrespective of any past or future monitoring/reporting violations, or enforcement action. Please remember that monitoring schedules are subject to change based upon test results or other factors. **This schedule does not relieve any individual, or other responsible parties from Florida Administrative Code (FAC) requirements.**

If you have any questions or comments, please feel free to contact the Department of Health in Broward County - Drinking Water Team:

Myriam Bachs (954) 467-4700 ext. 4230 or at Myriam.Bachs@flhealth.gov
Evelyn Valerio (954) 467-4700 ext. 4221 or at Evelyn.Valerio@flhealth.gov
Michele Piñeros (954) 467-4700 ext. 4245 or at Michele.Pineros@flhealth.gov
Diego Martinez (954) 467-4700 ext. 4212 or at Diego.MartinezAquero@flhealth.gov
Robyn James (954) 467-4700 ext. 4227 or at Robyn.James@flhealth.gov
Andrew Frongello (954) 467-4700 ext. 4209 or at Andrew.Frongello@flhealth.gov
Rafael Reyes (954) 467-4700 ext. 4220 or at Rafael.Reyes@flhealth.gov

We will be glad to address any questions, comments or concerns you may have.

EXHIBIT L
Rule 25-30.037(2)(r)

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

No known complaints regarding secondary water quality standards.

EXHIBIT M
Rule 25-30.037(2)(u)

Tariff sheets reflecting any changes resulting from the transfer. Form PSC 1010 (12/15), entitled “Water Tariff” and Form PSC 1011 (12/15), entitled “Wastewater Tariff,” which are incorporated by reference in Rule 25-30.033, F.A.C., are example tariffs that may be completed by the applicant and included in the application.

See Attached.

WATER TARIFF

ROYAL WATERWORKS, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

ROYAL WATERWORKS, INC.
NAME OF COMPANY

4939 CROSS BAYOU BLVD.
NEW PORT RICHEY, FL 34652
(ADDRESS OF COMPANY)

(727) 848-8292
(888) 228-2134

(Business & Emergency Telephone Numbers)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

TABLE OF CONTENTS

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Rates and Charges Schedules source not found.	Error!	Reference
Rules and Regulations	7.0	
Service Availability Policy and Charges source not found.	Error!	Reference
Standard Forms.....	Error!	Reference source not found.
Technical Terms and Abbreviations source not found.	Error!	Reference
Territory Authority source not found.	Error!	Reference

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 259-W

COUNTY - BROWARD

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
19867	08/22/1988	880557-WS	Transfer

EFFECTIVE DATE -

TYPE OF FILING – Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

DESCRIPTION OF TERRITORY SERVED

Broward County
Description of Water Territory

The north ½ of Section 15, Township 48 South, Range 41 East, situated in Broward County, Florida and containing 320 acres, more or less.

EFFECTIVE DATE -

TYPE OF FILING – Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Broward	Carriage Point	RS	13.0
Broward	Corral Trace	RS	13.0
Broward	Coventry	RS	13.0
Broward	Royal Eagle Plaza	GS, PFP	12.0, 14.0
Broward	Riverside Square	GS, PFP	12.0, 14.0
Broward	Ramblewood East	GS	12.0

EFFECTIVE DATE -

TYPE OF FILING – Transfer

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

(Continued to Sheet No.5.1)

EFFECTIVE DATE -

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ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. **Error! Reference source not found.**)

- 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.

EFFECTIVE DATE -

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ISSUING OFFICER

PRESIDENT
TITLE

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Application	7.0	3.0
Applications by Agents	7.0	4.0
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Continuity of Service.....	8.0	9.0
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Delinquent Bills	7.0	8.0
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GARY DEREMER
 ISSUING OFFICER

PRESIDENT
 TITLE

(Continued from Sheet No. **Error! Reference source not found.**)

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GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled *My 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. **Error! Reference source not found.**)

EFFECTIVE DATE -

TYPE OF FILING - Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

EFFECTIVE DATE -

TYPE OF FILING – Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. **Error! Reference source not found.**)

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. **Error! Reference source not found.**)

EFFECTIVE DATE -

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GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. **Error! Reference source not found.**)

- 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.

EFFECTIVE DATE -

TYPE OF FILING – Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

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found. General Service, GS.....	Error! Reference source not
found. Meter Test Deposit	Error! Reference source not
found. Miscellaneous Service Charges	Error! Reference source not
found. Residential Service, RS.....	Error! Reference source not

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

GENERAL SERVICE

RATE SCHEDULE GS

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

BILLING PERIOD -

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 12.23
1"	\$ 83.32
1 1/2"	\$ 166.52
2"	\$ 266.46
3"	\$ 532.92
Gallonage Charge	
Per thousand gallons	\$ 3.15

The City of Coral Springs requires installation of 1" meters at a minimum on all water services provided by the utility. In situations where the utility believes the customer would otherwise be entitled to a 5/8" x 3/4" meter, but for the existence of the prevailing South Florida Building Code, the utility will bill that customer at the 5/8" rate for such service.

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 - Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 12.23
1"	\$ 83.32
1 1/2"	\$ 166.52
2"	\$ 266.46
3"	\$ 532.92
Gallonage Charge	
Per thousand gallons	\$ 3.15

The City of Coral Springs requires installation of 1" meters at a minimum on all water services provided by the utility. In situations where the utility believes the customer would otherwise be entitled to a 5/8" x 3/4 " meter, but for the existence of the prevailing South Florida Building Code, the utility will bill that customer at the 5/8" rate for such service.

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 - Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

PRIVATE FIRE PROTECTION

RATE SCHEDULE PFP

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For private fire protection to customers.

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

BILLING PERIOD -

RATE -

Private Fire Protection:

2"	\$8.15
3"	\$16.31
4"	\$25.48
6"	\$50.96

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 - Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$62.26	2 x average bill
All Others	2 x average bill	2 x average bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING – Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

LATE PAYMENT CHARGE - This charge may be levied when payment has not been made within 21 days after the bill has been mailed or presented.

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

CONVENIENCE CHARGE - This charge may be levied when a customer opts to pay their utility bill by debit/credit card either online or by telephone.

(Continued to Sheet No. 18.1)

EFFECTIVE DATE -

TYPE OF FILING - Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 17.0)

Water Miscellaneous Service Charges

	Normal Hours	After Hours
Initial Connection Fee	\$31.10	\$36.20
Normal Reconnection Fee	\$57.10	\$64.70
Violation Reconnection Fee	\$57.10	\$64.70
Premises Visit Fee	\$31.10	\$36.20
Late Payment Charge	\$6.50	
Non-Sufficient Funds (NSF) Charge	Pursuant to Section 68.065(2), F.S.	
Convenience Charge	\$ 2.60	

EFFECTIVE DATE -

TYPE OF FILING – Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges.....	Error! Reference source not found.
Service Availability Policy.....	20.0

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY POLICY

The Utility's approved service availability charges for new connections are shown on Sheet No. 20.0

SERVICE AVAILABILITY CHARGES

Description

Customer Service Line Installation Charge

All Meter Sizes

Actual Cost

Guaranteed Revenue Charge

Residential – per ERC (615 gpd per month)
Per gallon per month

\$ 3.33
\$.00542

Meter Installation Charge

5/8 x 3/4"

\$100.00

1"

\$190.00

1 1/2"

\$350.00

2"

\$520.00

Over 2"

Actual Cost

EFFECTIVE DATE -

TYPE OF FILING – Transfer

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE	Error! Reference source not
found.	
COPY OF CUSTOMER'S BILL	Error! Reference source not
found.	

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

APPLICATION FOR WATER SERVICE

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

COPY OF CUSTOMER'S BILL

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

ROYAL WATERWORKS, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

ROYAL WATERWORKS, INC.
NAME OF COMPANY

4939 Cross Bayou Blvd.

New Port Richey, FL 34652
(ADDRESS OF COMPANY)

(727) 848-8292
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing.....	4.0
Description of Territory Served.....	3.1
Index of	
Rates and Charges Schedules.....	11.0
Rules and Regulations	6.0
Service Availability Policy.....	18.0
Standard Forms.....	20.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 199-S

COUNTY - BROWARD

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
19867	08/22/1988	880557-WS	Transfer

DESCRIPTION OF TERRITORY SERVED

Broward County
Description of Water Territory

The north ½ of Section 15, Township 48 South, Range 41 East, situated in Broward County, Florida and containing 320 acres, more or less.

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Broward	Carriage Point	RS	13.0
Broward	Corral Trace	RS	13.0
Broward	Coventry	RS	13.0
Broward	Royal Eagle Plaza	GS	12.0
Broward	Riverside Square	GS	12.0
Broward	Ramblewood East	GS	12.0

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 ROYAL WATERWORKS, INC.
- 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.

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation.....	8.0	10.0
Continuity of Service.....	8.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	10.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts.....	10.0	21.0
General Information.....	7.0	1.0
Inspection of Customer's Installation.....	8.0	11.0
Limitation of Use	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Protection of Company's Property.....	9.0	13.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	14.0
Tariff Dispute	7.0	2.0
Termination of Service.....	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections – Wastewater	10.0	19.0

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 to Sheet No. 8.0)

(Continued from Sheet No. 7.0)

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

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

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and 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 to Sheet No. 9.0)

(Continued from Sheet No. 8.0)

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

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

A municipal or county franchise tax levied upon a water or wastewater public 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 to Sheet No. 10.0)

(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.

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS.....	12.0
Bulk Service, BS.....	13.1
Miscellaneous Service Charges	15.0
Residential Service, RS.....	13.0

GENERAL SERVICE

RATE SCHEDULE (GS)

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

RATE –

<u>Meter Size:</u>	<u>Base Facility Charge:</u>
5/8" x 3/4"	\$13.02
3/4"	\$92.61
1"	\$185.38
1-1/2"	\$296.31
2"	\$592.72
3"	\$13.02
4"	\$92.61
6"	\$185.38
Charge per 1,000 gallons	\$4.43

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

EFFECTIVE DATE –

TYPE OF FILING – Transfer of Certificate

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

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

RATE –

<u>Meter Size</u>	<u>Base Facility Charge</u>
All meter sizes	\$13.02
Charge per 1,000 gallons 10,000 gallon cap	\$4.42

- 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 – Transfer of Certificate

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

CUSTOMER DEPOSITS

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

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

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$79.08	2 x average bill
All Others	2 x average bill	2 x average bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's once each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Wastewater Miscellaneous Service Charges

	Normal Hours	After Hours
Initial Connection Fee	\$31.10	\$36.20
Normal Reconnection Fee	\$57.10	\$64.70
Violation Reconnection Fee	\$57.10	\$64.70
Premises Visit Fee	\$31.10	\$36.20
Late Payment Charge	\$6.50	
Non-Sufficient Funds (NSF) Charge	Pursuant to Section 68.065(2), F.S.	
Convenience Charge	\$ 2.60	

EFFECTIVE DATE –

TYPE OF FILING – Transfer of Certificate

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

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

SERVICE AVAILABILITY POLICY

The Utility's approved service availability charges for new connections are shown on Sheet No. 18.0.

SERVICE AVAILABILITY CHARGES

Description

Customer Service Line Installation Charge
All Meter Sizes

Actual Cost

Guaranteed Revenue Charge

Residential – per ERC (350 gpd per month)
Per gallon per month

\$ 3.18
\$.012722

EFFECTIVE DATE –

TYPE OF FILING – Transfer of Certificate

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF STANDARD FORMS

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

ROYAL WATERWORKS, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 20.0

APPLICATION FOR WASTEWATER SERVICE

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

ROYAL WATERWORKS, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 21.0

COPY OF CUSTOMER'S BILL

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

EXHIBIT N
Rule 25-30.037(2)(t)

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

The net book value has never been established for Royal Utility Company.

Based on the 2018 Annual Report on file with the PSC, the proposed net book value of the water and wastewater systems as of December 31, 2018 is as follows:

Water:

Plant in Service:	\$ 3,279,884
Land	76,123
Accumulated Depreciation:	(2,463,740)
Contributions in Aid of Construction	(571,643)
Amort of CIAC	<u>571,643</u>
Net Book Value:	<u>\$ 892,267</u>

Wastewater:

Plant in Service:	\$ 1,873,194
Land	71,802
Accumulated Depreciation:	(1,455,352)
Contributions in Aid of Construction	(238,921)
Amort of CIAC	<u>204,518</u>
Net Book Value:	<u>\$ 455,241</u>

Royal Utility Company utilized the accounting firm of CJN&W CPA to conduct annual audits. The transportation (vehicles) will be transferred to USWSC. Therefore these assets were removed from the calculation. It should be noted that the Transportation Assets were fully depreciated and had a zero net book value. Pursuant to the audited financials and depreciation schedules of CJN&W, Royal calculated the proposed rate base as of December 31, 2018 as follows:

Water:

Plant in Service:	\$ 3,266,582
Land	76,123
Accumulated Depreciation:	(2,450,711)
Contributions in Aid of Construction	(571,643)
Amort of CIAC	<u>571,643</u>
Net Book Value:	<u>\$ 892,264</u>

Wastewater:

Plant in Service:	\$ 1,860,167
Land	71,802
Accumulated Depreciation:	(1,442,324)
Contributions in Aid of Construction (238,921)	
Amort of CIAC	<u>204,518</u>
Net Book Value:	<u>\$ 455,241</u>

See Attached Schedules

Positive Acquisition Adjustment

Royal Waterworks is requesting a positive acquisition adjustment, See cover letter of the application for the justification of a positive acquisition adjustment.

See Attached Schedules

Royal Utility Company
Plant and Accumulated Depreciation

Account	Utility Plant In Service				Balance 12/31/2018	Depr Life	Rate	Accumulated Depreciation					Balance 12/31/2018	Depreciation Expense 12/31/2018	NBV 12/31/2018
	Balance 12/31/2017	Additions	Adjustments	Retirements				Balance 12/31/2017	Depr on Prior Yr Bal	Depr on Adds & Rets	Depr on Adjustments	Cost of Removal & Retirements			
Sewer Plant															
353.2 Land & Land Rights	71,802.00				71,802.00										71,802.00
354.3 Structures & Improvements	93,007.42				93,007.42	35	2.86	81,988.46	2,660.01	-			84,648.47	2,660.01	8,358.95
354.5 Structures & Improvements	21,231.79				21,231.79	40	2.50	7,912.43	530.79	+			8,443.22	530.79	12,788.57
354.8 Structures & Improvements	31,470.07				31,470.07	40	2.50	7,707.35	786.75	-			8,494.10	786.75	22,975.97
355.2 Power generation equipment	37,368.15				37,368.15	20	5.00	16,184.99	1,868.41	-			18,053.40	1,868.41	19,314.75
360.2 Collection Sewers-Force	120,328.33				120,328.33	30	3.33	120,328.33	-	-			120,328.33	-	-
361.2 Collection Sewers - Gravity	996,571.37	11,000.00			1,007,571.37	45	2.22	694,590.31	22,123.88	122.10	+		716,836.29	22,245.98	290,735.08
364.2 Flow Measuring Devices	81,227.43				81,227.43	5	20.00	81,227.43	-	-			81,227.43	-	-
371.3 Pumping Equipment	236,392.29	37,534.00			273,926.29	18	5.56	211,340.97	1,193.64	1,043.45	+		213,578.05	2,237.09	60,348.24
389.4 201 Inter - Connect	121,757.78				121,757.78	18	5.56	121,757.78	-	-			121,757.78	-	-
390.5 Office Furniture & Equipment	11,275.79				11,275.79	15	6.67	10,723.69	552.10	+			11,275.79	552.10	-
391.5 Transportation Equipment	13,028.58				13,028.58	6	16.67	13,028.58	-	-			13,028.58	-	-
393.5 Tools, Shop & Garage Equip	22,946.69				22,946.69	16	6.25	22,834.90	111.79	-			22,946.69	-	-
394.5 Lab Equipment	25,686.48				25,686.48	15	6.67	21,159.82	1,713.29	-			22,873.11	1,713.29	2,813.37
397.5 Miscellaneous Equipment	1,171.80				1,171.80	15	6.67	586.20	78.16	+			664.36	78.16	507.44
398.5 Other Tangible Plant	11,197.19				11,197.19	10	10.00	11,197.19	-	-			11,197.19	-	-
Water	1,896,463.16	48,534.00			1,944,997.16			1,422,568.43	31,618.82	1,165.55			1,455,352.79	32,784.37	489,644.37
	3,333,494.11				3,356,004.07			2,404,246.38					2,463,739.83	59,493.45	892,264.24
	<u>5,229,957.27</u>				<u>5,301,001.23</u>			<u>3,826,814.81</u>		<u>32,784.37</u>			<u>3,910,092.62</u>	<u>92,277.82</u>	<u>1,381,908.61</u>
					TB					TB			TB		
	147,925.24		Land		147,925.24										
	2,687,056.27		Distribution/Collection		2,715,083.91										
	2,394,975.76		Treatment Plant/Other Capital Assets		2,437,992.08										
	<u>5,229,957.27</u>				<u>5,301,001.23</u>										

x traced to supporting documentation noting date, vendor, amount & business purpose - no discrepancies noted.

+ Recalculated

CLASS "A" OR "B"
WATER and/or WASTEWATER UTILITIES
(Gross Revenue of More Than \$200,000 Each)

ANNUAL REPORT

OF

WS570-18-AR
ROYAL UTILITY COMPANY

Exact Legal Name of Respondent

259-W / 199-S

Certificate Numbers

Submitted To The

STATE OF FLORIDA



PUBLIC SERVICE COMMISSION

FOR THE

YEAR ENDED DECEMBER 31, 2018



INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Officers and Directors
Royal Utility Company
Coral Springs, FL 33076

Management is responsible for the financial statements of Royal Utility Company, included in the accompanying Annual Report, which comprise the statement of assets, liabilities, and equity of Royal Utility Company as of December 31, 2018 and the statement of revenue and expenses for the year ended December 31, 2018 in accordance with the requirements of the Public Service Commission of the State of Florida. We have performed a compilation engagement in accordance with Standards for Accounting and Review Services promulgated by the Accounting and Review Services committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the financial statements included in the accompanying Annual Report.

The financial statements included in the accompanying Annual Report are presented in accordance with the requirements of the Public Service Commission of the State of Florida, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

The remaining information not included on the statement of assets, liabilities, and equity and the statement of revenue and expenses has been prepared by management, and we assume no responsibility for such information.

This report is intended solely for the information and use of the Public Service Commission of the State of Florida and management. The report is not intended to be and should not be used by anyone other than these specified parties.

CJN&W CPAs

CJN&W CPAs
April 19, 2019

UTILITY NAME: Royal Utility Company

YEAR OF REPORT
December 31, 2018

COMPARATIVE BALANCE SHEET - ASSETS AND OTHER DEBITS

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	CURRENT YEAR (d)	PREVIOUS YEAR (e)
UTILITY PLANT				
101-106	Utility Plant	F-7	\$ 5,301,003	\$ 5,229,958
108-110	Less: Accumulated Depreciation and Amortization	F-8	(3,919,092)	(3,826,814)
Net Plant			1,381,911	1,403,144
114-115	Utility Plant Acquisition Adjustments (Net)	F-7		
116*	Other Plant Adjustments (specify)			
Total Net Utility Plant			1,381,911	1,403,144
OTHER PROPERTY AND INVESTMENTS				
121	Nonutility Property	F-9		
122	Less: Accumulated Depreciation and Amortization			
Net Nonutility Property				
123	Investment in Associated Companies	F-10		
124	Utility Investments	F-10		
125	Other Investments	F-10		
126-127	Special Funds	F-10		
Total Other Property and Investments				
CURRENT AND ACCRUED ASSETS				
131	Cash		99,974	90,316
132	Special Deposits	F-9		
133	Other Special Deposits	F-9		
134	Working Funds		31,100	30,662
135	Temporary Cash Investments			
141-144	Accounts and Notes Receivable, Less Accumulated Provision for Uncollectable Accounts	F-11	191,468	140,395
145	Accounts Receivable from Associated Companies	F-12		
146	Notes Receivable from Associated Companies	F-12		
151-153	Materials and Supplies		18,975	18,975
161	Stores Expense			
162	Prepayments		20,636	21,914
171	Accrued Interest and Dividends Receivable			
172*	Rents Receivable			
173*	Accrued Utility Revenues			
174	Misc. Current and Accrued Assets	F-12	56,870	65,701
Total Current and Accrued Assets			419,023	367,963

* Not Applicable for Class B Utilities

COMPARATIVE BALANCE SHEET - EQUITY CAPITAL AND LIABILITIES

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	CURRENT YEAR (d)	PREVIOUS YEAR (e)
DEFERRED CREDITS				
251	Unamortized Premium on Debt	F-13		
252	Advances for Construction	F-20		
253	Other Deferred Credits	F-21		
255	Accumulated Deferred Investment Tax Credits			
Total Deferred Credits				
OPERATING RESERVES				
261	Property Insurance Reserve			
262	Injuries and Damages Reserve			
263	Pensions and Benefits Reserve			
265	Miscellaneous Operating Reserves			
Total Operating Reserves				
CONTRIBUTIONS IN AID OF CONSTRUCTION				
271	Contributions in Aid of Construction	F-22	810,564	810,564
272	Accumulated Amortization of Contributions in Aid of Construction	F-22	(776,161)	(769,169)
Total Net C.I.A.C.			34,403	41,395
ACCUMULATED DEFERRED INCOME TAXES				
281	Accumulated Deferred Income Taxes - Accelerated Depreciation			
282	Accumulated Deferred Income Taxes - Liberalized Depreciation			
283	Accumulated Deferred Income Taxes - Other			
Total Accum. Deferred Income Taxes				
TOTAL EQUITY CAPITAL AND LIABILITIES			\$ 1,969,410	\$ 1,877,651

UTILITY NAME: Royal Utility Company
 SYSTEM NAME / COUNTY: Royal Utility Co / Broward

YEAR OF REPORT
December 31, 2018

SCHEDULE OF YEAR END WATER RATE BASE

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	WATER UTILITY (d)
101	Utility Plant In Service	W-4(b)	\$ 3,356,007
	Less:		
	Nonused and Useful Plant (1)		
108.1	Accumulated Depreciation	W-6(b)	(2,463,740)
110.1	Accumulated Amortization		
271	Contributions in Aid of Construction	W-7	(571,643)
252	Advances for Construction	F-20	
	Subtotal		320,624
272	Add: Accumulated Amortization of Contributions in Aid of Construction	W-8(a)	571,643
	Subtotal		892,267
	Plus or Minus:		
114	Acquisition Adjustments (2)	F-7	
115	Accumulated Amortization of Acquisition Adjustments (2)	F-7	
	Working Capital Allowance (3)		61,455
	Other (Specify): Completed Construction not Classified		-
	WATER RATE BASE		\$ 953,722
	UTILITY OPERATING INCOME	W-3	\$ 48,591
ACHIEVED RATE OF RETURN (Water Operating Income/Water Rate Bas			5.09 %

- NOTES: (1) Class A calculate consistent with last rate proceeding. Class B estimated if not known.
 (2) Include only those Acquisition Adjustments that have been approved by the Commission.
 (3) Calculation consistent with last rate proceeding.
 In absence of a rate proceeding, Class A utilities will use the Balance Sheet Method and Class B Utilities will use the One-eighth Operating and Maintenance Expense Method.

UTILITY NAME: Royal Utility Company
 SYSTEM NAME / COUNTY: Royal Utility Co / Broward

YEAR OF REPORT
December 31, 2018

WATER UTILITY PLANT ACCOUNTS

ACCT. NO. (a)	ACCOUNT NAME (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	RETIREMENTS (e)	CURRENT YEAR (f)
301	Organization	\$ -	\$ -	\$ -	\$ -
302	Franchises	713			713
303	Land and Land Rights	76,123			76,123
304	Structure and Improvements	542,157			542,157
305	Collecting and Impounding Reservoirs				
306	Lake, River and Other Intakes				
307	Wells and Springs	23,683			23,683
308	Infiltration Galleries and Tunnels				
309	Supply Mains	48,267			48,267
310	Power Generation Equipment	11,948			11,948
311	Pumping Equipment	735,632			735,632
320	Water Treatment Equipment	207,127	5,483		212,610
330	Distribution Reservoirs and Standpipes	9,100			9,100
331	Transmission and Distribution Mains	939,897	17,028		956,925
333	Services	168,098			168,098
334	Meters and Meter Installations	331,304			331,304
335	Hydrants	68,439			68,439
336	Backflow Prevention Devices				
339	Other Plant / Miscellaneous Equipment	60,527			60,527
340	Office Furniture and Equipment	11,693			11,693
341	Transportation Equipment	13,029			13,029
342	Stores Equipment				
343	Tools, Shop and Garage Equipment	10,370			10,370
344	Laboratory Equipment	5,856			5,856
345	Power Operated Equipment				
346	Communication Equipment				
347	Miscellaneous Equipment	25,650			25,650
348	Other Tangible Plant	43,883			43,883
TOTAL WATER PLANT		\$ 3,333,496	\$ 22,511	\$ -	\$ 3,356,007

NOTE: Any adjustments made to reclassify property from one account to another must be footnoted.

UTILITY NAME: Royal Utility Company
 SYSTEM NAME / COUNTY: Royal Utility Co / Broward

YEAR OF REPORT
December 31, 2018

WATER UTILITY PLANT MATRIX

ACCT. NO. (a)	ACCOUNT NAME (b)	CURRENT YEAR (c)	.1 INTANGIBLE PLANT (d)	.2 SOURCE OF SUPPLY AND PUMPING PLANT (e)	.3 WATER TREATMENT PLANT (f)	.4 TRANSMISSION AND DISTRIBUTION PLANT (g)	.5 GENERAL PLANT (h)
301	Organization		\$ -				
302	Franchises	713	713				
303	Land and Land Rights	76,123		\$ -	\$ 76,123	\$ -	\$ -
304	Structure and Improvements	542,157			418,333		123,824
305	Collecting and Impounding Reservoirs						
306	Lake, River and Other Intakes						
307	Wells and Springs	23,683		23,683			
308	Infiltration Galleries and Tunnels						
309	Supply Mai Royal Utility Co / Broward	48,267		48,267			
310	Power Generation Equipment	11,948		11,948			
311	Pumping Equipment	735,632		735,632			
320	Water Treatment Equipment	212,610			212,610		
330	Distribution Reservoirs and Standpipes	9,100				9,100	
331	Transmission and Distribution Mains	956,925				956,925	
333	Services	168,098				168,098	
334	Meters and Meter Installations	331,304				331,304	
335	Hydrants	68,439				68,439	
336	Backflow Prevention Devices						
339	Other Plant / Miscellaneous Equipment	60,527				60,527	
340	Office Furniture and Equipment	11,693					11,693
341	Transportation Equipment	13,029					13,029
342	Stores Equipment						
343	Tools, Shop and Garage Equipment	10,370					10,370
344	Laboratory Equipment	5,856					5,856
345	Power Operated Equipment						
346	Communication Equipment						
347	Miscellaneous Equipment	25,650					25,650
348	Other Tangible Plant	43,883					43,883
	TOTAL WATER PLANT	\$ 3,356,007	\$ 713	\$ 819,530	\$ 707,066	\$ 1,594,393	\$ 234,305

UTILITY NAME: Royal Utility Company
 SYSTEM NAME / COUNTY: Royal Utility Co / Broward

YEAR OF REPORT
December 31, 2018

BASIS FOR WATER DEPRECIATION CHARGES

ACCT. NO. (a)	ACCOUNT NAME (b)	AVERAGE SERVICE LIFE IN YEARS (c)	AVERAGE NET SALVAGE IN PERCENT (d)	DEPRECIATION RATE APPLIED IN PERCENT (100% - d) / c (e)
301	Organization		%	%
302	Franchises	40	%	2.50 %
304	Structure and Improvements	33	%	3.03 %
305	Collecting and Impounding Reservoirs		%	%
306	Lake, River and Other Intakes		%	%
307	Wells and Springs	20	%	5.00 %
308	Infiltration Galleries and Tunnels		%	%
309	Supply Mains	35	%	2.86 %
310	Power Generation Equipment	20	%	5.00 %
311	Pumping Equipment	20	%	5.00 %
320	Water Treatment Equipment	22	%	4.55 %
330	Distribution Reservoirs and Standpipes	37	%	2.70 %
331	Transmission and Distribution Mains	45	%	2.22 %
333	Services	40	%	2.50 %
334	Meters and Meter Installations	20	%	5.00 %
335	Hydrants	45	%	2.22 %
336	Backflow Prevention Devices		%	%
339	Other Plant / Miscellaneous Equipment	25	%	4.00 %
340	Office Furniture and Equipment	15	%	6.67 %
341	Transportation Equipment	6	%	16.67 %
342	Stores Equipment		%	%
343	Tools, Shop and Garage Equipment	16	%	6.25 %
344	Laboratory Equipment	15	%	6.67 %
345	Power Operated Equipment		%	%
346	Communication Equipment		%	%
347	Miscellaneous Equipment	15	%	6.67 %
348	Other Tangible Plant	10	%	10.00 %
Water Plant Composite Depreciation Rate *			%	%

* If depreciation rates prescribed by this Commission are on a total composite basis, entries should be made on this line only.

UTILITY NAME: Royal Utility Company
 SYSTEM NAME / COUNTY: Royal Utility Co / Broward

YEAR OF REPORT
December 31, 2018

ANALYSIS OF ENTRIES IN WATER ACCUMULATED DEPRECIATION

ACCT. NO. (a)	ACCOUNT NAME (b)	BALANCE AT BEGINNING OF YEAR (c)	ACCRUALS (d)	OTHER CREDITS * (e)(1)	TOTAL CREDITS (d + e) (f)
301	Organization	\$ -	\$ -	\$ -	\$ -
302	Franchises	467	18		18
304	Structure and Improvements	380,891	15,771		15,771
305	Collecting and Impounding Reservoirs				
306	Lake, River and Other Intakes				
307	Wells and Springs	23,683	-		
308	Infiltration Galleries and Tunnels				
309	Supply Mains	48,267			
310	Power Generation Equipment	46,999	10,146		10,146
311	Pumping Equipment	708,303	1,477		1,477
320	Water Treatment Equipment				
330	Distribution Reservoirs and Standpipes	9,100			
331	Transmission and Distribution	538,135	21,054		21,054
333	Services	124,785	4,203		4,203
334	Meters and Meter Installations	331,304			
335	Hydrants	44,970	1,519		1,519
336	Backflow Prevention Devices				
339	Other Plant / Miscellaneous Equipment	43,345	2,422		2,422
340	Office Furniture and Equipment	11,168	524		524
341	Transportation Equipment	13,029			
342	Stores Equipment				
343	Tools, Shop and Garage Equipment	9,472	649		649
344	Laboratory Equipment	5,856			
345	Power Operated Equipment				
346	Communication Equipment				
347	Miscellaneous Equipment	20,589	1,711		1,711
348	Other Tangible Plant	43,883	(1)		(1)
TOTAL WATER ACCUMULATED DEPRECIATION		\$ 2,404,246	\$ 59,493	\$ -	\$ 59,493

* Specify nature of transaction.
 Use () to denote reversal entries.
 Note: (1) Rounding

UTILITY NAME: Royal Utility Company
 SYSTEM NAME / COUNTY: Royal Utility Co / Broward

YEAR OF REPORT
December 31, 2018

ANALYSIS OF ENTRIES IN WATER ACCUMULATED DEPRECIATION (CONT'D)

ACCT. NO. (a)	ACCOUNT NAME (b)	PLANT RETIRED (g)	SALVAGE AND INSURANCE (h)	COST OF REMOVAL AND OTHER CHARGES (i)	TOTAL CHARGES (g-h+i+j) (j)	BALANCE AT END OF YEAR (c+f-k) (k)
301	Organization	\$ -	\$ -	\$ -	\$ -	\$ -
302	Franchises					485
304	Structure and Improvements					396,662
305	Collecting and Impounding Reservoirs					
306	Lake, River and Other Intakes					
307	Wells and Springs					23,683
308	Infiltration Galleries and Tunnels					
309	Supply Mains					48,267
310	Power Generation Equipment					57,145
311	Pumping Equipment					709,780
320	Water Treatment Equipment					
330	Distribution Reservoirs and Standpipes					9,100
331	Transmission and Distribution					559,189
333	Services					128,988
334	Meters and Meter Installations					331,304
335	Hydrants					46,489
336	Backflow Prevention Devices					
339	Other Plant / Miscellaneous Equipment					45,767
340	Office Furniture and Equipment					11,692
341	Transportation Equipment					13,029
342	Stores Equipment					
343	Tools, Shop and Garage Equipment					10,121
344	Laboratory Equipment					5,856
345	Power Operated Equipment					
346	Communication Equipment					
347	Miscellaneous Equipment					22,300
348	Other Tangible Plant					43,883
TOTAL WATER ACCUMULATED DEPRECIATION		\$ -	\$ -	\$ -	\$ -	\$ 2,463,740

SCHEDULE OF YEAR END WASTEWATER RATE BASE

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	WASTEWATER UTILITY (d)
101	Utility Plant In Service	S-4(a)	\$ 1,944,996
	Less:		
	Nonused and Useful Plant (1)		
108.1	Accumulated Depreciation	S-6(b)	(1,455,352)
110.1	Accumulated Amortization		
271	Contributions in Aid of Construction	S-7	(238,921)
252	Advances for Construction	F-20	
	Subtotal		<u>250,723</u>
	Add:		
272	Accumulated Amortization of Contributions in Aid of Construction	S-8(a)	204,518
	Subtotal		<u>455,241</u>
	Plus or Minus:		
114	Acquisition Adjustments (2)	F-7	
115	Accumulated Amortization of Acquisition Adjustments (2)	F-7	
	Working Capital Allowance (3)		70,407
	Other (Specify): Completed Construction not Classified		-
	WASTEWATER RATE BASE		<u>\$ 525,648</u>
	UTILITY OPERATING INCOME	S-3	<u>\$ (38,450)</u>
	ACHIEVED RATE OF RETURN (Wastewater Operating Income/Wastewater Rate Base)		<u>-- %</u>

- NOTES: (1) Class A calculate consistent with last rate proceeding. Class B estimated if not known.
 (2) Include only those Acquisition Adjustments that have been approved by the Commission.
 (3) Calculation consistent with last rate proceeding.
 In absence of a rate proceeding, Class A utilities will use the Balance Sheet Method and Class B Utilities will use the One-eighth Operating and Maintenance Expense Method.

UTILITY NAME: Royal Utility Company
 SYSTEM NAME / COUNTY: Royal Utility Co / Broward

YEAR OF REPORT
December 31, 2018

WASTEWATER UTILITY PLANT ACCOUNTS

ACCT. NO. (a)	ACCOUNT NAME (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	RETIREMENTS (e)	CURRENT YEAR (f)
351	Organization		\$ -	\$ -	\$ -
352	Franchises				
353	Land and Land Rights	71,802			71,802
354	Structure and Improvements	145,709			145,709
355	Power Generation Equipment	37,368			37,368
360	Collection Sewers - Force	120,328			120,328
361	Collection Sewers - Gravity	996,571	11,000		1,007,571
362	Special Collecting Structures				
363	Services to Customers				
364	Flow Measuring Devices	81,227			81,227
365	Flow Measuring Installations				
366	Reuse Services				
367	Reuse Meters and Meter Installations				
370	Receiving Wells				
371	Pumping Equipment	236,392	37,534		273,926
374	Reuse Distribution Reservoirs				
375	Reuse Transmission and Distribution System				
380	Treatment & Disposal Equipment				
381	Plant Sewers				
382	Outfall Sewer Lines				
389	Other Plant / Miscellaneous Equipment	121,758			121,758
390	Office Furniture & Equipment	11,276			11,276
391	Transportation Equipment	13,029			13,029
392	Stores Equipment				
393	Tools, Shop and Garage Equipment	22,947			22,947
394	Laboratory Equipment	26,858			26,858
395	Power Operated Equipment				
396	Communication Equipment				
397	Miscellaneous Equipment				
398	Other Tangible Plant	11,197			11,197
Total Wastewater Plant		\$ 1,896,462	\$ 48,534	\$ -	\$ 1,944,996

NOTE: Any adjustments made to reclassify property from one account to another must be footnoted.
 Note: Retirements (Column (e)) to reclassify to correct account

UTILITY NAME: Royal Utility Company
 SYSTEM NAME / COUNTY: Royal Utility Co / Broward

YEAR OF REPORT
December 31, 2018

WASTEWATER UTILITY PLANT MATRIX

ACCT. NO. (a)	ACCOUNT NAME (b)	.1 INTANGIBLE PLANT (g)	.2 COLLECTION PLANT (h)	.3 SYSTEM PUMPING PLANT (i)	.4 AND DISPOSAL PLANT (j)	.5 WASTEWATER TREATMENT PLANT (k)	.6 WASTEWATER DISTRIBUTION PLANT (l)	.7 GENERAL PLANT (m)
351	Organization	\$ -						
352	Franchises							
353	Land and Land Rights		\$ 71,802	\$ -	\$ -	\$ -	\$ -	\$ -
354	Structure and Improvements			93,007		21,232		31,470
355	Power Generation Equipment		37,368					
360	Collection Sewers - Force		120,328					
361	Collection Sewers - Gravity		1,007,571					
362	Special Collecting Structures							
363	Services to Customers							
364	Flow Measuring Devices		81,227					
365	Flow Measuring Installations							
366	Reuse Services							
367	Reuse Meters and Meter Installations							
370	Receiving Wells							
371	Pumping Equipment			273,926				
374	Reuse Distribution Reservoirs							
375	Reuse Transmission and Distribution System							
380	Treatment & Disposal Equipment							
381	Plant Sewers							
382	Outfall Sewer Lines							
389	Other Plant / Miscellaneous Equipment				121,758			
390	Office Furniture & Equipment							11,276
391	Transportation Equipment							13,029
392	Stores Equipment							
393	Tools, Shop and Garage Equipment							22,947
394	Laboratory Equipment							26,858
395	Power Operated Equipment							
396	Communication Equipment							
397	Miscellaneous Equipment							
398	Other Tangible Plant							11,197
Total Wastewater Plant		\$ -	\$ 1,318,296	\$ 366,933	\$ 121,758	\$ 21,232	\$ -	\$ 116,777

NOTE: Any adjustments made to reclassify property from one account to another must be footnoted.

BASIS FOR WASTEWATER DEPRECIATION CHARGES

ACCT. NO. (a)	ACCOUNT NAME (b)	AVERAGE SERVICE LIFE IN YEARS (c)	AVERAGE NET SALVAGE IN PERCENT (d)	DEPRECIATION RATE APPLIED IN PERCENT (100% - d) / c (e)
351	Organization		%	%
352	Franchises		%	%
354	Structure and Improvements	35	%	2.86 %
355	Power Generation Equipment	20	%	5.00 %
360	Collection Sewers - Force	30	%	3.33 %
361	Collection Sewers - Gravity	45	%	2.22 %
362	Special Collecting Structures		%	%
363	Services to Customers		%	%
364	Flow Measuring Devices	5	%	20.00 %
365	Flow Measuring Installations		%	%
366	Reuse Services		%	%
367	Reuse Meters and Meter Installations		%	%
370	Receiving Wells		%	%
371	Pumping Equipment	18	%	5.56 %
374	Reuse Distribution Reservoirs		%	%
375	Reuse Transmission and Distribution System		%	%
380	Treatment & Disposal Equipment		%	%
381	Plant Sewers		%	%
382	Outfall Sewer Lines		%	%
389	Other Plant / Miscellaneous Equipment	18	%	5.56 %
390	Office Furniture & Equipment	15	%	6.67 %
391	Transportation Equipment	6	%	16.67 %
392	Stores Equipment		%	%
393	Tools, Shop and Garage Equipment	16	%	6.25 %
394	Laboratory Equipment	15	%	6.67 %
395	Power Operated Equipment		%	%
396	Communication Equipment		%	%
397	Miscellaneous Equipment	15	%	6.67 %
398	Other Tangible Plant	10	%	10.00 %
Wastewater Plant Composite Depreciation Rate *			%	%

* If depreciation rates prescribed by this Commission are on a total composite basis, entries should be made on this line only.

UTILITY NAME: Royal Utility Company
 SYSTEM NAME / COUNTY: Royal Utility Co / Broward

YEAR OF REPORT
December 31, 2018

ANALYSIS OF ENTRIES IN SEWER ACCUMULATED DEPRECIATION

ACCT. NO. (a)	ACCOUNT NAME (b)	BALANCE AT BEGINNING OF YEAR (c)	ACCRUALS (d)	OTHER CREDITS * (e)	TOTAL CREDITS (d + e) (f)
351	Organization	\$ -	\$ -	\$ -	\$ -
352	Franchises				
354	Structure and Improvements	97,608	3,978		3,978
355	Power Generation Equipment	16,185	1,868		1,868
360	Collection Sewers - Force	120,328	-		
361	Collection Sewers - Gravity	694,590	22,246		22,246
362	Special Collecting Structures				
363	Services to Customers				
364	Flow Measuring Devices	81,227	-		
365	Flow Measuring Installations				
366	Reuse Services				
367	Reuse Meters and Meter Installations				
370	Receiving Wells				
371	Pumping Equipment	211,341	2,237		2,237
374	Reuse Distribution Reservoirs				
375	Reuse Transmission and Distribution System				
380	Treatment & Disposal Equipment				
381	Plant Sewers				
382	Outfall Sewer Lines				
389	Other Plant / Miscellaneous Equipment	121,758	-		
390	Office Furniture & Equipment	10,724	552		552
391	Transportation Equipment	13,029	-		
392	Stores Equipment				
393	Tools, Shop and Garage Equipment	22,835	112		112
394	Laboratory Equipment	21,160	1,713		1,713
395	Power Operated Equipment				
396	Communication Equipment				
397	Miscellaneous Equipment	586	78		78
398	Other Tangible Plant	11,197	-		
Total Depreciable Wastewater Plant in Service		\$ 1,422,568	\$ 32,784	\$ -	\$ 32,784

* Specify nature of transaction.
 Use () to denote reversal entries.

ANALYSIS OF ENTRIES IN SEWER ACCUMULATED DEPRECIATION (CONT'D)

ACCT. NO. (a)	ACCOUNT NAME (b)	PLANT RETIRED (g)	SALVAGE AND INSURANCE (h)	COST OF REMOVAL AND OTHER CHARGES (i)	TOTAL CHARGES (g-h+i) (j)	BALANCE AT END OF YEAR (c+f-k) (k)
351	Organization	\$ -	\$ -	\$ -	\$ -	
352	Franchises					
354	Structure and Improvements					
355	Power Generation Equipment					101,586
360	Collection Sewers - Force					18,053
361	Collection Sewers - Gravity					120,328
362	Special Collecting Structures					716,836
363	Services to Customers					
364	Flow Measuring Devices					
365	Flow Measuring Installations					81,227
366	Reuse Services					
367	Reuse Meters and Meter Installations					
370	Receiving Wells					
371	Pumping Equipment					
374	Reuse Distribution Reservoirs					213,578
375	Reuse Transmission and Distribution System					
380	Treatment & Disposal Equipment					
381	Plant Sewers					
382	Outfall Sewer Lines					
389	Other Plant / Miscellaneous Equipment					
390	Office Furniture & Equipment					121,758
391	Transportation Equipment					11,276
392	Stores Equipment					13,029
393	Tools, Shop and Garage Equipment					
394	Laboratory Equipment					22,947
395	Power Operated Equipment					22,873
396	Communication Equipment					
397	Miscellaneous Equipment					
398	Other Tangible Plant					664
						11,197
Total Depreciable Wastewater Plant in Service		\$ -	\$ -	\$ -	\$ -	\$ 1,455,352

UTILITY NAME: Royal Utility Company
 SYSTEM NAME / COUNTY: Royal Utility Co / Broward

YEAR OF REPORT
December 31, 2018

**CONTRIBUTIONS IN AID OF CONSTRUCTION
 ACCOUNT 271**

DESCRIPTION (a)	REFERENCE (b)	WASTEWATER (b)
Balance First of Year		\$ 238,921
Add credits during year:		
Contributions Received From Capacity, Capacity, Main Extension and Customer Connection Charges	S-8(a)	
Contributions received from Developer or Contractor Agreements in cash or property	S-8(b)	
Total Credits		
Less debits charged during the year (All debits charged during the year must be explained below)		
Total Contributions In Aid of Construction		\$ 238,921

If any prepaid CIAC has been collected, provide a supporting schedule showing how the amount is determined.

Explain all Debits charged to Account 271 during the year below:



Certified Public Accountants, P.A.

*Royal Utility Company
Financial Statements
and Supplementary Information
Year Ended December 31, 2018*





INDEPENDENT AUDITORS' REPORT

To the Shareholders
Royal Utility Company
Coral Springs, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Royal Utility Company which comprise the balance sheets as of December 31, 2018 and 2017 and the related statements of income and retained earnings and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Royal Utility Company as of December 31, 2018 and 2017 and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

INDEPENDENT AUDITORS' REPORT

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information on page 10, which is the responsibility of the Company's management, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. That information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, that information is fairly stated in all material respects in relation to the financial statements taken as a whole.

CJN&W CPAs

CJN&W CPAs
April 1, 2019

**Royal Utility Company
Balance Sheets
December 31, 2018 and 2017**

	2018	2017
<u>Assets</u>		
Utility plant		
Utility plant in service	\$ 1,381,909	\$ 1,403,142
Current assets		
Cash	131,074	120,978
Accounts receivable	191,470	140,396
Inventory	18,975	18,975
Prepaid expenses	20,852	22,130
Total current assets	362,371	302,479
Other assets		
Investment in CoBank	56,870	65,701
Other	167,981	105,490
	224,851	171,191
Total assets	\$ 1,969,131	\$ 1,876,812

The accompanying notes are an integral part of these financial statements

Royal Utility Company
Balance Sheets
December 31, 2018 and 2017

	2018	2017
<u>Shareholders' Equity, Liabilities and Other Credits</u>		
Shareholders' equity		
Common stock, \$1 par value; 1000 shares authorized, 100 shares issued and 93.35 shares outstanding	\$ 100	\$ 100
Paid in capital	800,000	800,000
Less: treasury stock, 6.65 shares at cost	(75,000)	(75,000)
Retained earnings	397,015	372,285
Total shareholders' equity	1,122,115	1,097,385
Liabilities		
Current liabilities		
Current portion of long-term debt	43,038	83,806
Current portion of notes payable	50,000	-
Accounts payable	116,994	123,276
Accrued expenses		
Interest	5,234	442
Taxes other than income	29,014	28,632
Other	14,000	14,000
Total current liabilities	258,280	250,156
Long-term liabilities		
Long-term debt, net of current portion	-	43,038
Notes payable, net of current portion	90,000	50,000
Advances from related parties	454,333	394,837
Customer deposits	10,000	-
Total long-term liabilities	554,333	487,875
Contributions in aid of construction		
Cost of assets	810,564	810,564
less accumulated amortization	(776,161)	(769,168)
	34,403	41,396
Total shareholders' equity, liabilities and other credits	\$ 1,969,131	\$ 1,876,812

The accompanying notes are an integral part of these financial statements

Royal Utility Company
Statements of Income and Retained Earnings
Years Ended December 31, 2018 and 2017

	2018	2017
Revenue		
Water	\$ 673,288	\$ 656,130
Sewer	<u>596,907</u>	<u>594,059</u>
	1,270,195	1,250,189
Expenses		
Operation and maintenance	1,054,893	1,005,951
Taxes other than income	119,795	114,648
Depreciation	92,277	92,611
Amortization - contributions in aid of construction	<u>(6,993)</u>	<u>(11,377)</u>
	<u>1,259,972</u>	<u>1,201,833</u>
Operating income	<u>10,223</u>	<u>48,356</u>
Other income (expense)		
Investment income	2,398	2,892
Other income	36,007	1,778
Interest expense	<u>(23,898)</u>	<u>(19,441)</u>
	<u>14,507</u>	<u>(14,771)</u>
Net income	24,730	33,585
Retained earnings, beginning of year	<u>372,285</u>	<u>338,700</u>
Retained earnings, end of year	<u>\$ 397,015</u>	<u>\$ 372,285</u>

The accompanying notes are an integral part of these financial statements

Royal Utility Company
Statements of Cash Flows
Years Ended December 31, 2018 and 2017

	2018	2017
Cash flows from operating activities		
Cash received from customers	\$ 1,229,121	\$ 1,254,323
Cash received from others	36,007	1,778
Cash received from investment income	11,229	11,570
Cash paid for operations	(1,122,388)	(1,020,073)
Cash paid for taxes other than income	(119,413)	(114,002)
Cash paid for interest	(4,610)	(6,937)
Net cash provided by operating activities	29,946	126,659
Cash flows from investing activities		
Purchase of utility plant equipment	(71,044)	(91,341)
Net cash used in investing activities	(71,044)	(91,341)
Cash flows from financing activities		
Payments on long-term debt	(83,806)	(80,869)
Increase in notes payable	90,000	50,000
Advances from related parties	45,000	-
Net cash used in financing activities	51,194	(30,869)
Net increase in cash	10,096	4,449
Cash at beginning of year	120,978	116,529
Cash at end of year	\$ 131,074	\$ 120,978

The accompanying notes are an integral part of these financial statements

Royal Utility Company
Statements of Cash Flows
Years Ended December 31, 2018 and 2017

	2018	2017
Reconciliation of net income to net cash provided by operating activities		
Net income	\$ 24,730	\$ 33,585
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	85,284	81,234
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	(51,074)	4,134
Decrease in prepaid expenses	1,278	410
Decrease in investment in CoBank	8,831	8,678
Increase in other assets	(62,491)	(71,472)
(Decrease) increase in accounts payable	(6,282)	56,940
Increase in accrued expenses	19,670	13,150
Increase in customer deposits	10,000	-
	5,216	93,074
Net cash provided by operating activities	\$ 29,946	\$ 126,659

The accompanying notes are an integral part of these financial statements

Royal Utility Company
Notes to Financial Statements
December 31, 2018 and 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of operations

Royal Utility Company (the Company) provides water and wastewater utility services within its certificated territory in Broward County, Florida.

The Company is regulated by the Florida Public Service Commission (FPSC), which establishes the rates and other charges that the Company is permitted to bill its customers. At December 31, 2018, the Company had 1,599 water and wastewater customers.

Regulatory authority

The accounting records of the Company are maintained in accordance with the Uniform System of Accounts prescribed by the National Association of Regulatory Utility Commissioners, as adopted by the FPSC, and conform in all material respects to accounting principles generally accepted in the United States of America.

Cash and cash equivalents

For purposes of the statement of cash flows, the Company considers all short-term investments purchased with a maturity of three months or less to be cash equivalents. The Company maintains cash accounts in financial institutions that are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2018 and 2017, the Company had no uninsured balances.

Fair value of financial instruments

The carrying amounts of cash, accounts receivable, inventory, prepaid expenses, accounts payable and accrued expenses approximate fair value because of the short maturity of these assets and liabilities. The carrying amount of the notes payable approximate their fair value due to their interest rates.

Accounts receivable

Accounts receivable are presented at face value, net of any allowance for doubtful accounts. The allowance for doubtful accounts is established through provisions charged against income and is maintained at a level believed adequate by management to absorb estimated bad debts based on current economic conditions. Management considers all accounts to be collectible and, therefore, has not established an allowance for doubtful accounts.

Inventory

Inventory, consisting of various supplies, is stated at the lower of cost or net realizable value on a first in, first out basis.

Utility plant

Utility plant is stated at cost. Depreciation is provided using the straight-line method over the estimated useful lives of the assets, which range from six to forty-five years. Maintenance, repairs and minor renewals are charged against earnings when incurred. Additions and major renewals are capitalized.

The Company reviews its investment in utility plant for impairment whenever events or changes in circumstances indicate that the carrying value of such property may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the utility plant to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition of the utility plant. If the utility plant is impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the utility plant exceeds the fair value of such property. There were no impairment losses recognized in 2018 and 2017.

**Royal Utility Company
Notes to Financial Statements
December 31, 2018 and 2017**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Contributions in aid of construction (CIAC)

CIAC represents the historical cost of property contributed to the Company and connection fees collected. Such amounts are amortized using the straight-line method over the estimated useful lives of the related assets.

As of December 31, 2018 and 2017, these assets have a net book value of \$34,403 and \$41,396, respectively.

Income taxes

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the Company does not pay federal corporate income taxes on its taxable income. Instead, the shareholders are liable for individual federal income taxes on the Company's taxable income and will include this income in their individual income tax returns.

Additionally, the Company is no longer subject to U.S. federal income tax examinations by federal tax authorities for the fiscal years prior to December 31, 2015.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent events

The Company has evaluated subsequent events through April 1, 2019, the date which the financial statements were available to be issued. No significant subsequent events have been identified that would require adjustment of or disclosure in the accompanying financial statements.

NOTE 2 - UTILITY PLANT

Utility plant consists of the following at December 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Land	\$ 147,925	\$ 147,925
Distribution and collection system	2,715,084	2,687,056
Treatment plant and other capital assets	<u>2,437,992</u>	<u>2,394,976</u>
	5,301,001	5,229,957
Less: accumulated depreciation	<u>(3,919,092)</u>	<u>(3,826,815)</u>
	<u>\$ 1,381,909</u>	<u>\$ 1,403,142</u>

**Royal Utility Company
Notes to Financial Statements
December 31, 2018 and 2017**

NOTE 3 - INVESTMENT IN COBANK

The Company has borrowed funds from CoBank who, in turn, has required the Company to purchase participation certificates. The Company has patronage certificates in the amount of \$56,870 and \$65,701 at December 31, 2018 and 2017, respectively.

NOTE 4 - NOTE PAYABLE

Long-term debt at December 31, 2018 and 2017 is as follows:

	2018	2017
Note payable in monthly payments of \$7,249 including interest at a variable rate (4.00% per annum at December 31, 2017) until maturity in June 2019. Secured by substantially all of the assets of the Company.	\$ 43,318	\$ 127,683
Less: unamortized loan costs	(280)	(839)
	43,038	126,844
Less: current portion	(43,038)	(83,806)
	\$ -	\$ 43,038

NOTE 5 - RELATED PARTY TRANSACTIONS

The Company has interest bearing advances from members on the Board of Directors of \$351,000 at December 31, 2018 and 2017. These advances bear interest at 4.13% and at December 31, 2018 and 2017, the Company has accrued interest related to these advances in the amount of \$103,333 and \$88,837, respectively.

Additionally, the Company maintains notes payable in the amount of \$140,000 and \$50,000 at December 31, 2018 and 2017, respectively. Each of these loans bear interest at 4.5% and are due at various times through September 15, 2020.

NOTE 6 - DEFINED CONTRIBUTION PLAN

The Company sponsors a defined contribution pension plan covering substantially all of its employees. The Company incurred no expense for the years ended December 31, 2018 and 2017.

Royal Utility Company
Schedules of Operation and Maintenance Expenses
Years Ended December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Operation		
Salaries and wages	\$ 264,187	\$ 231,879
Employee benefits	13,680	11,288
Purchased sewage treatment	241,385	224,453
Purchased power	59,875	62,660
Chemicals	48,104	50,394
Contractual services		
Accounting	20,790	20,790
Engineering	21,263	23,140
Legal	21,149	5,232
Management - officers	43,000	21,500
Other	9,204	16,094
Directors fees	45,000	21,500
Transportation	13,016	8,902
Insurance	60,074	59,521
Administrative and general	<u>55,629</u>	<u>43,691</u>
	<u>916,356</u>	<u>801,044</u>
Maintenance		
Water system		
Maintenance of transmission and distribution plant	16,561	18,460
Maintenance of water treatment plant	<u>45,336</u>	<u>89,358</u>
	61,897	107,818
Sewer system		
Maintenance of collection plant	<u>76,640</u>	<u>97,089</u>
	<u>138,537</u>	<u>204,907</u>
Total operation and maintenance	<u>\$ 1,054,893</u>	<u>\$ 1,005,951</u>

See independent auditors' report



2560 Gulf-to-Bay Boulevard, Suite 200
Clearwater, FL 33765-4432
727-791-4020 | www.cjnw.net

Royal Utility Company
Balance Sheet
As of May 31, 2019

May 31, 19

ASSETS**Current Assets****Checking/Savings**

131.3 · Wells Fargo Checking Account 108,010.46

131.4 · Fidelity Investments 31,257.39

Total Checking/Savings 139,267.85

Accounts Receivable

141 · A/R- Customer 145,564.87

Total Accounts Receivable 145,564.87

Other Current Assets

153 · Employee Advances 717.35

1120 · Inventory Asset 18,975.00

162 · Prepaid Insurance

162.3 · Deferred Permit Fee - DEP(w) 216.00

162 · Prepaid Insurance - Other 18,597.17

Total 162 · Prepaid Insurance 18,813.17

175 · Investment in CoBank 47,998.97

Total Other Current Assets 86,504.49

Total Current Assets 371,337.21

Fixed Assets**300 · Utility Plant In Service**

355.2 · WasteWater Power Gener. Equip 37,368.15

310.2 · Water Power Generation Equip 11,947.75

302.1 · Franchises 713.21

303.3 · Land & Land Rights- Water 76,123.24

304.3 · Structures & Improvements 418,332.96

304.5 · Structures & Improvements- A&G 84,610.06

304.8 · Structures And Improvements 35,385.96

307.2 · Wells & Springs 23,683.00

309.2 · Supply Mains 48,266.53

311.2 · Pumping Equipment 735,631.96

320.3 · Water Treatment Equipment 139,197.13

330.4 · Distribution Reservoirs 9,100.44

331.4 · Transmission & Dist. Mains 939,896.87

333.4 · Services 168,097.83

334.4 · Meters & Meter Installations 331,303.65

335.4 · Hydrants 68,438.77

339 · Misc. Plant-Water 60,527.28

340.5 · Office Furniture & Equipment- W

340.51 · Computers - water 3,505.69

340.5 · Office Furniture & Equipment- W - Other 8,186.78

Total 340.5 · Office Furniture & Equipment- W 11,692.47

341.5 · Transportation Equipment- Water 19,028.57

343.5 · Tools,Shop & Garage Equip- W 10,370.21

344.5 · Laboratory Equipment- Water 5,855.91

Royal Utility Company
Balance Sheet
As of May 31, 2019

	May 31, 19
347 · Miscellaneous Equipment- W	21,970.50
348.5 · Other Tangible Plant- W	43,882.78
353.2 · Land & Land Rights- Sewer	71,802.00
354.3 · Structures & Impr- Lift Station	93,007.42
354.5 · Structures & Improvements -A&G	17,404.29
354.8 · Structures & Improvement	31,470.07
360.2 · Collection Sewers- Force	120,328.33
361.2 · Collection Sewers- Gravity	990,004.46
364.2 · Flow Measuring Device	81,227.43
371.3 · Pumping Equipment- Sewer	230,882.29
389.4 · 201 Interconnect	121,757.78
390.5 · Office Furniture & Equipment- S	
390.51 · Computers - Sewer	3,505.67
390.5 · Office Furniture & Equipment- S - Other	7,770.12
Total 390.5 · Office Furniture & Equipment- S	11,275.79
391.5 · Transportation Equipment- Sewer	19,028.58
393.5 · Tools, Shop & Garage Equip- S	22,946.69
394 · Lab Equipment	88.79
397 · Miscellaneous Equipment	26,769.49
398.4 · Other Tangible Plant- Sewer	11,197.19
Total 300 · Utility Plant In Service	5,150,615.83
3108 · Accumulated Depreciation	
108.1 · Accum Depr - Water	-2,473,158.10
108.2 · Accum Depr - Sewer	-1,471,603.51
Total 3108 · Accumulated Depreciation	-3,944,761.61
Total Fixed Assets	1,205,854.22
Other Assets	
186.5 · Deferred Sale Costs	34,017.59
181.1 · Accum. Amort. -CoBank Debt Exp.	-41,396.81
181.2 · Co Bank, ACB Committment Fee	38,771.38
Total Other Assets	31,392.16
TOTAL ASSETS	1,608,583.59
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
231 · Accounts Payable	17,615.90
Total Accounts Payable	17,615.90
Other Current Liabilities	
228 · Loan- Parklands Assessment Co	40,000.00
227 · Loan- WNWN, Inc	100,000.00
231.5 · Accrued Accounts Payable	20,392.70
2100 · Payroll Liabilities	346.16
235 · Customer Deposits	10,000.00
236 · Accrued Income Taxes	

Royal Utility Company
Balance Sheet
As of May 31, 2019

	May 31, 19
236.19 · Accrued Audit Fees	14,000.00
236.5 · Accrued SUTA Taxes Payable	4.01
Total 236 · Accrued Income Taxes	14,004.01
236.1 · Accrued Taxes- C.C.	5,653.27
236.14 · Utility Tax Payable- RAFT	23,787.51
236.15 · Property Taxes Payable	16,636.94
237 · Accrued Interest Payable	
237.15 · Accrued Interest - Shareholder	76,199.00
237 · Accrued Interest Payable - Other	575.68
Total 237 · Accrued Interest Payable	76,774.68
Total Other Current Liabilities	307,595.27
Total Current Liabilities	325,211.17
Long Term Liabilities	
225 · N/P- Related Partis	306,000.00
226 · N/P- Co Bank	6,664.09
271 · Contributions in Aid of Constr	
271.32 · CIAC - Pumping Equipment	36,315.99
271.31 · CIAC - Coll. Sewers - Force	180,648.17
271.12 · CIAC - Services	24,610.95
271.11 · CIAC - Trans & Dist Mains	60,395.64
271.1 · CIAC- Property- Water	274,277.41
271.2 · CIAC- Cash- Water	212,358.74
271.3 · CIAC- Property- Sewer	21,956.84
Total 271 · Contributions in Aid of Constr	810,563.74
272 · Accum Amortization- CIAC	
272.32 · Acc Amort CIAC Pumping Eq - S	-36,315.99
272.31 · Acc Amort CIAC - Coll Swrs	-138,475.75
272.13 · Acc Amort CIAC Meter Fees - W	-212,358.74
272.12 · Acc. Amort CIAC - Hydrants - W	-23,879.20
272.11 · Acc Amort CIAC - Services - W	-60,395.64
272.1 · Accum. Amortization- CICA-Water	-282,413.32
272.3 · Accum. Amortization- CICA-Swer	-31,501.93
Total 272 · Accum Amortization- CIAC	-785,340.57
Total Long Term Liabilities	337,887.26
Total Liabilities	663,098.43
Equity	
201 · Common Stock Issued	100.00
211 · Other Paid In Capital	800,000.00
213 · Treasury Stock	-75,000.00
215 · Unappropriated Retained Earning	245,763.33
438 · Extraordinary Income	-43,017.79
Net Income	17,639.62
Total Equity	945,485.16
TOTAL LIABILITIES & EQUITY	1,608,583.59

Southland Controls Inc

Invoice

PO Box 1169
Palm City, FL 34991-1169

Date	Invoice #
6/6/2019	621

Bill To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS ,FL 33065

Ship To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS , FL 33065

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	D	6/6/2019			

Quantity	Item Code	Description	Price Each	Amount
1	A-930	DELIVERED PARTS FOR CHLORINE SYSTEM. Hi/Low ball check ejector with 17-A nozzle	667.00	667.00
2	RK-200	REPAIR KIT, VACUUM REGULATOR TO 250 PPD	134.00	268.00

RECEIVED			
ENTERED QB			
CODE TO:	Wtr	Swr	Btl
CODE #	1020.4		
SPREAD %	935.00		
APPROVED	Adm	Jps	Bkr

It's been a pleasure working with you!	E-mail	Total \$935.00
	curtis@southlandcontrols.ws	



Jackson Land Development, LLC

1888 N.W. 21st Street
Pompano Beach, FL 33069

Invoice

Date	Invoice #
3/8/2019	7876

Bill To
Royal Utilities Jock McCartney 8900 NW 44 Court Coral Springs, FL 33065-1747

Customer P.O. No.	Project Name	Project Number
	Royal Utilities Repair	19-EFSU-001

Item	Quantity	Description	Rate	Amount																								
LS	1	ROYAL UTILITIES EMERGENCY REPAIR - Repair 6" WM at Clubhouse located at 4139 NW 88th Avenue, Coral Springs See attached Invoice Summary and Corresponding backup <div data-bbox="522 1181 1079 1425" data-label="Table"> <table border="1"> <tr><td colspan="4">RECEIVED</td></tr> <tr><td colspan="4">ENTERED QB</td></tr> <tr><td>CODE TO:</td><td>Wtr</td><td>Swr</td><td>Bth</td></tr> <tr><td>CODE #</td><td>015.01</td><td></td><td></td></tr> <tr><td>SPREAD %</td><td>5242.30</td><td></td><td></td></tr> <tr><td>APPROVED</td><td>Adm</td><td>Ops</td><td>Bkr</td></tr> </table> </div>	RECEIVED				ENTERED QB				CODE TO:	Wtr	Swr	Bth	CODE #	015.01			SPREAD %	5242.30			APPROVED	Adm	Ops	Bkr	5,242.30	5,242.30
RECEIVED																												
ENTERED QB																												
CODE TO:	Wtr	Swr	Bth																									
CODE #	015.01																											
SPREAD %	5242.30																											
APPROVED	Adm	Ops	Bkr																									
Total				\$5,242.30																								



Jackson Land Development, LLC

1888 N.W. 21st Street
Pompano Beach, FL 33069

Invoice

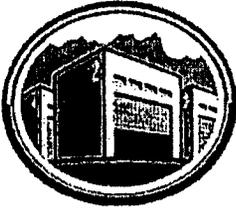
Date	Invoice #
1/15/2019	7846

Bill To
Royal Utilities Jock McCartney 8900 NW 44 Court Coral Springs, FL 33065-1747

Customer P.O. No.	Project Name	Project Number
	Royal Utilities Repair	19-EFSU-001

Item	Quantity	Description	Rate	Amount
LS	1	ROYAL UTILITIES EMERGENCY REPAIR - 12" WM AT 4200 NW 88TH AVENUE, CORAL SPRINGS SEE ATTACHED INVOICE SUMMARY AND CORRESPONDING BACKUP (Field Reports for Labor & Equipment and Vendor/Sub Invoices)	11,935.85	11,935.85
			Total	\$11,935.85

RECEIVED			
ENTERED OR			
CODE TO:	Wir	Swr	Bth
CODE #			
SPREAD %			
APPROVED	<i>[Signature]</i>	Ops	Bkr



**JACKSON
SHOP**

INVOICE

1/14/2019

JACKSON LAND DEVELOPMENT
1888 NW 21ST STREET
POMPANO BEACH, FL 33069

Backup to JLD Invoice for #19-EFSU-001

Bill To:
City of Plantation

Project:
City of Plantation Repair
Repair 12" Watermain
4200 NW 88th Avenue, Coral Springs

QTY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
2 tons	3/4 Rock	\$ 318.45	\$ 318.45
4 hours	Broom Sweeper	\$ 45.00	\$ 180.00
TOTAL			\$ 498.45

THANK YOU FOR YOUR BUSINESS!

RAC 213

OK GENERATORS
373 N. RIVER AVENUE
DEERFIELD BEACH FL 33441
Phone: 954-428-9990
Fax: 954-360-7969



INVOICE

DATE	INVOICE #	CUST #
2/11/2019	000062943	0011557

BILL TO:

ROYAL UTILITY COMPANY
8900 N.W. 44th COURT
CORAL SPRINGS FL 33065

SHIP TO:

ROYAL UTILITY COMPANY - GEN # 2
8900 N.W. 44th COURT
CORAL SPRINGS FL 33065

P.O. NUMBER	TERMS	Dispatch No.
	NET 30	101623

QUAN	DESCRIPTION	PRICE EACH	AMOUNT
	REPLACED WATER PUMP. COMP 2/11/19		
1.00	WATER PUMP	145.89	145.89
1.00	FREIGHT CHARGES TO CUSTOMER	38.56	38.56
1.00	CONSUMMABLES	15.00	15.00
9.00	DISCOUNTED LABOR RATE	95.00	855.00
3.00	COOLANT	14.12	42.36

RECEIVED	2/13/19 email		
ENTERED QB			
CODE TO:	Wtr	Swr	Bth
CODE #	1015.44	1115.54	
SPREAD %	581.21	581.21	
APPROVED	Adm	Ops	Bkr

SUBTOTAL	\$1,096.81
TAX	\$65.81
TOTAL	\$1,162.62



Omega Engineering, Inc.
 PO Box 4047, Stamford, CT 06907-0047
 (203)359-1860 FAX:(203)359-7700
 www.omega.com e-mail:info@omega.com

Invoice No. C680326

TERMS: NET 30 DAYS FROM DATE OF INVOICE

PLEASE REMIT TO:

Omega Engineering, Inc.
 26904 Network Place, Chicago IL 60673-1269

Bill To:

24388 1 MB 0.428 E0254X I0306 D4507815338 S2 P8136340 0001:0001



ROYAL UTILITY
 Attn: Accounts Payable
 8900 NW 44TH CT
 CORAL SPRINGS FL 33085-1747

*PSI
 Sensor Data Collector
 MLS #1 WW*

Ship To:

ROYAL UTILITY
 8900 NW 44th Ct
 Coral Springs, FL 33065

CUSTOMER NO		OMEGA NO		ORDER ENTRY		INVOICE DATE		
C078678		WC00506873		02/08/19		02/08/19		
CUSTOMER PO		TAX	INCOTERMS	SLSMN	CARRIER	BUYER		
190201WWLS1		N	EXW	IVX	UP2D Prepay & Add	John McCartney Phone: 954-650-1221		
ITEM NO	ORDERED	SHIPPED	BACK ORD	CATALOG NO. AND DESCRIPTION		UNIT	NET UNIT PRICE	TOTAL AMOUNT
1	1	1	0	OM-EL-USB-4 "HAZ-LITH"4-20MA DLG W/USB INTERFACE		EA	85.0000	85.00
2	2	2	0	OM-EL-BATT "HAZ" 1/2 AA 3.6 LITHIUM BAT		EA	8.5000	17.00
3	1	1	0	OM-EL-USB-CASE IP-67 CASE FOR OM-EL-USB-1&2		EA	23.4200	23.42

RECEIVED	2/18/19		
ENTERED QB			
CODE TO:	Wtr	Swr	Bth
CODE #	720.4		
SPREAD %	153.42		
APPROVED	Adm	Ops	Bkr

ALL CLAIMS FOR ERRORS OR SHORTAGES MUST BE MADE WITHIN 10 DAYS AFTER RECEIPT OF GOODS. NO GOODS TO BE RETURNED WITHOUT WRITTEN AUTHORIZED OMEGA AR RETURN NUMBER.	SUB TOTAL	125.42
WARRANTY/DISCLAIMER: OMEGA is pleased to offer suggestions on the use of its various products. OMEGA only warrants that the parts manufactured by it will be as specified and free of defects in materials and workmanship. OMEGA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. The total liability of OMEGA with respect to this order shall not exceed the purchase price of the component upon which liability is based. In no event shall OMEGA be liable for consequential, incidental or special damages. CONDITIONS: EQUIPMENT SOLD BY OMEGA IS NOT INTENDED TO BE USED IN OR WITH ANY NUCLEAR INSTALLATION OR ACTIVITY OR IN MEDICAL APPLICATIONS OR USED ON HUMANS. PLEASE REFER TO THE WARRANTY PROVISION ON THE REVERSE SIDE FOR COMPLETED ITEMS. EMPLOYER'S IDENTIFICATION: 08-8041011 FEDERAL SUPPLY CODE FOR MANUFACTURERS: 29907 SALES AND/OR USE TAX JURISDICTION AND REGISTRATION, PERMIT, ACCOUNT OR LICENSE NUMBERS. CONNECTICUT: 0703498-000 NEW JERSEY: 0100210196 CALIFORNIA: 53 OHS 99-232624 DUNS: 001455856	STATE SALES TAX	NA
	SHIPPING CHARGES	28.00
	TOTAL DUE (US\$)	153.42

TERMS: NET 30 DAYS FROM DATE OF INVOICE



Omega Engineering, Inc.
 PO Box 4047, Stamford, CT 06907-0047
 (203)359-1660 FAX:(203)359-7700
 www.omega.com e-mail:info@omega.com

Invoice No. C692637

TERMS: NET 30 DAYS FROM DATE OF INVOICE

PLEASE REMIT TO:
 Omega Engineering, Inc.
 26904 Network Place, Chicago IL 60673-1269

Bill To:

20860 1 MB 0.428 E0245X I0390 D4588653434 S2 P6209572 0001:0001



ROYAL UTILITY
 Attn: Accounts Payable
 8900 NW 44TH CT
 CORAL SPRINGS FL 33065-1747

Ship To:

ROYAL UTILITY
 8900 NW 44th Ct
 Coral Springs, FL 33065

CUSTOMER NO		OMEGA NO		ORDER ENTRY	INVOICE DATE		
C078676		WC00502874		03/05/19	03/05/19		
CUSTOMER PO	TAX	INCOTERMS	SLSMN	CARRIER	BUYER		
190117WWLS1	N	EXW	IVX	UP2D Prepay & Add	John McCartney Phone: 954-650-1221		
ITEM NO	ORDERED	SHIPPED	BACK ORD	CATALOG NO. AND DESCRIPTION	UNIT	NET UNIT PRICE	TOTAL AMOUNT
2	1	1	0	DP25B-E-A PROCESS METER BIG DISPLAY <i>PST TRANSDUCER CONTROLLER MCS #1</i>	EA	393.7500	393.75

RECEIVED			
ENTERED QB			
CODE TO:	Wtr	Swr	Blk

ALL CLAIMS FOR ERRORS OR SHORTAGES MUST BE MADE WITHIN 10 DAYS AFTER RECEIPT OF GOODS. NO GOODS TO BE RETURNED WITHOUT WRITTEN AUTHORIZED OMEGA AR RETURN NUMBER.	SUB TOTAL	393.75
WARRANTY/DISCLAIMER: OMEGA is pleased to offer suggestions on the use of its various products. OMEGA only warrants that the parts manufactured by it will be as specified and free of defects in materials and workmanship. OMEGA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. The total liability of OMEGA with respect to this order shall not exceed the purchase price of the component upon which liability is based. In no event shall OMEGA be liable for consequential, incidental or special damages. CONDITIONS: EQUIPMENT SOLD BY OMEGA IS NOT INTENDED TO BE USED IN OR WITH ANY NUCLEAR INSTALLATION OR ACTIVITY OR IN MEDICAL APPLICATIONS OR USED ON HUMANS. PLEASE REFER TO THE WARRANTY PROVISION ON THE REVERSE SIDE FOR COMPLETED ITEMS. EMPLOYER'S IDENTIFICATION: 06-6041011 FEDERAL SUPPLY CODE FOR MANUFACTURERS: 29907 SALES AND/OR USE TAX JURISDICTION AND REGISTRATION, PERMIT, ACCOUNT OR LICENSE NUMBERS. CONNECTICUT: 0703496-000 NEW JERSEY: D100210196 CALIFORNIA: 6S OHB 59-232624 D&N: 00145566	STATE SALES TAX	NA
	SHIPPING CHARGES	0.00
	TOTAL DUE (US\$)	393.75

TERMS: NET 30 DAYS FROM DATE OF INVOICE



Omega Engineering, Inc.
 PO Box 4047, Stamford, CT 06907-0047
 (203)359-1860 FAX:(203)359-7700
 www.omega.com e-mail:info@omega.com

Invoice No. C0000669912

TERMS: NET 30 DAYS FROM DATE OF INVOICE

PLEASE REMIT TO:
 Omega Engineering, Inc.
 26904 Network Place, Chicago IL 60673-1269

Bill To:

8130 1 MB 0.424 E0080X 10132 04437055444 S2 P6071042 0001:0001



ROYAL UTILITY
 Attn: Accounts Payable
 8900 NW 44TH CT
 CORAL SPRINGS FL 33065-1747

Ship To:

ROYAL UTILITY
 8900 NW 44th Ct
 Coral Springs, FL 33065

CUSTOMER NO.		OMEGA NO.		ORDER ENTRY		INVOICE DATE		
C078676		WC00502874		01/18/19		01/18/19		
CUSTOMER PO.	TAX	INCOTERMS	SLSMN	CARRIER	BUYER			
190117WWLS1	N	EXW	IVX	UP2D Prepay & Add	John McCartney Phone: 954-650-1221			
ITEM NO.	ORDERED	SHIPPED	BACK ORD	CATALOG NO. AND DESCRIPTION		UNIT	NET UNIT PRICE	TOTAL AMOUNT
1	1	1	0	PT06F10-6S TWIST LOCK CONNECTOR NON-ROHS		EA	29.1500	29.15
<i>CONNECTOR FOR MLS (WV) PRESSURE SENSOR</i>								

RECEIVED			
ENTERED ON			
CODE TO:	Wtr	Swr	Bth
CODE #	720.4		
SPREAD %	57.15		
APPROVED	Adm	Ops	Bkr

ALL CLAIMS FOR ERRORS OR SHORTAGES MUST BE MADE WITHIN 10 DAYS AFTER RECEIPT OF GOODS. NO GOODS TO BE RETURNED WITHOUT WRITTEN AUTHORIZED OMEGA AR RETURN NUMBER.	SUB TOTAL	29.15
WARRANTY/DISCLAIMER: OMEGA is pleased to offer suggestions on the use of its various products. OMEGA only warrants that the parts manufactured by it will be as specified and free of defects in materials and workmanship. OMEGA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. The total liability of OMEGA with respect to this order shall not exceed the purchase price of the component upon which liability is based. In no event shall OMEGA be liable for consequential, incidental or special damages. CONDITIONS: EQUIPMENT SOLD BY OMEGA IS NOT INTENDED TO BE USED IN OR WITH ANY NUCLEAR INSTALLATION OR ACTIVITY OR IN MEDICAL APPLICATIONS OR USED ON HUMANS. PLEASE REFER TO THE WARRANTY PROVISION ON THE REVERSE SIDE FOR COMPLETED ITEMS. EMPLOYER'S IDENTIFICATION: 06-8041011 FEDEX, IL SUPPLY CODE FOR MANUFACTURERS: 29907 SALES AND/OR USE TAX JURISDICTION AND REGISTRATION, PERMIT, ACCOUNT OR LICENSE NUMBERS: CONNECTICUT: 0703466-000 NEW JERSEY: 0100210196 CALIFORNIA: 88 OHB 96-232524 DUNS: 001485856	STATE SALES TAX	NA
	SHIPPING CHARGES	28.00
	TOTAL DUE (US\$)	57.15

TERMS: NET 30 DAYS FROM DATE OF INVOICE



Omega Engineering, Inc.
 PO Box 4047, Stamford, CT 06907-0047
 (203)359-1660 FAX:(203)359-7700
 www.omega.com e-mail:info@omega.com

Invoice No. H0000066285

TERMS: NET 30 DAYS FROM DATE OF INVOICE

PLEASE REMIT TO:
 Omega Engineering, Inc.
 26904 Network Place, Chicago IL 60673-1269

Bill To:

6278 1 MB 0.424 E0146X I0218 D4452729508 S2 P6084334 0001:0001



ROYAL UTILITY
 Attn: Accounts Payable
 8900 NW 44TH CT
 CORAL SPRINGS FL 33065-1747

Ship To:

ROYAL UTILITY
 8900 NW 44th Ct
 Coral Springs, FL 33065

CUSTOMER NO.		OMEGA NO.		ORDER ENTRY		INVOICE DATE		
C078676		WC00502874		01/24/19		01/24/19		
CUSTOMER PO		TAX	INCOTERMS	SLSMN	CARRIER	BUYER		
190117WWLS1		N		IVX	UP2D Prepay & Add	John McCartney Phone: 954-650-1221		
ITEM NO.	ORDERED	SHIPPED	BACK ORD	CATALOG NO. AND DESCRIPTION		UNIT	NET UNIT PRICE	TOTAL AMOUNT
3	1	1	0	PX429-050GI PRES TRAN 0-50PSIG 20MA.08 <i>TRANSQUICER (PRESSURE) FOR MLS (NW)</i>		EA	615.0000	615.00

RECEIVED			
ENTERED QP			
CODE TO:	Wtr	Swr	Bth
CODE #		720.4	
SPREAD %		015.00	
APPROVED	Adm	Ops	Bkr

ALL CLAIMS FOR ERRORS OR SHORTAGES MUST BE MADE WITHIN 10 DAYS AFTER RECEIPT OF GOODS. NO GOODS TO BE RETURNED WITHOUT WRITTEN AUTHORIZED OMEGA AR RETURN NUMBER.	SUB TOTAL	615.00
WARRANTY/DISCLAIMER: OMEGA is pleased to offer suggestions on the use of its various products. OMEGA only warrants that the parts manufactured by it will be as specified and free of defects in materials and workmanship. OMEGA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED. EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. The total liability of OMEGA with respect to this order shall not exceed the purchase price of the component upon which liability is based. In no event shall OMEGA be liable for consequential, incidental or special damages. CONDITIONS: EQUIPMENT SOLD BY OMEGA IS NOT INTENDED TO BE USED IN OR WITH ANY NUCLEAR INSTALLATION OR ACTIVITY OR IN MEDICAL APPLICATIONS OR USED ON HUMANS. PLEASE REFER TO THE WARRANTY PROVISION ON THE REVERSE SIDE FOR COMPLETED ITEMS. EMPLOYER'S IDENTIFICATION: 06-6041011 FEDERAL SUPPLY CODE FOR MANUFACTURERS: 29907 SALES AND/OR USE TAX JURISDICTION AND REGISTRATION, PERMIT, ACCOUNT OR LICENSE NUMBERS. CONNECTICUT: 0703496-000 NEW JERSEY: 0100210190 CALIFORNIA: 9S OHB 99-232524 DUNS: 001455856	STATE SALES TAX	NA
	SHIPPING CHARGES	0.00
	TOTAL DUE (US\$)	615.00

TERMS: NET 30 DAYS FROM DATE OF INVOICE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
2/20/19	2/22/19	JOHN	SHOP			DIRECT	K178045

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CORE & MAIN PO#- 9088382							
5004KGV	4 KNIFE GATE VALVE SKU: 77-86E-MH-4	1	1		750.00000	EA	750.00

RECEIVED			
ENTERED QB			
CODE TO:	Wtr	Swr	Bth
CODE #	1020.H		
SPREAD %	802.50		
APPROVED	Adm	Ops	Bkr

parts for immediate repair

Visit coreandmain.com
for a current W-9 form



Online ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight	Delivery	Handling	Restock	Misc.
Terms: NET 30				
Ordered By: JOHN				

Subtotal:	750.00
Other:	0.00
Tax:	52.50
Invoice Total:	\$802.50

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

P.O. No.	Terms	Due Date	Job No.
		2/20/2019	8307

Description	Amount																								
Furnish New Parts For Vari Drive	2,850.00T																								
1) Sliding Disc 1) Drive Belt 1) 1108 KRR Bearing 1) 6014 DD Bearing <i>ACCELERATOR MIXER REPAIR (TREATMENT)</i>																									
<table border="1"> <tr> <td>RECEIVED</td> <td colspan="3">2/21/19</td> </tr> <tr> <td>ENTERED QB</td> <td colspan="3"></td> </tr> <tr> <td>CODE TO:</td> <td>Wtr</td> <td>Swr</td> <td>Bth</td> </tr> <tr> <td>CODE #</td> <td colspan="3">1020.4</td> </tr> <tr> <td>SPREAD %</td> <td colspan="3">3049.50</td> </tr> <tr> <td>APPROVED</td> <td>Adm</td> <td>Ops</td> <td>Bkr</td> </tr> </table>		RECEIVED	2/21/19			ENTERED QB				CODE TO:	Wtr	Swr	Bth	CODE #	1020.4			SPREAD %	3049.50			APPROVED	Adm	Ops	Bkr
RECEIVED	2/21/19																								
ENTERED QB																									
CODE TO:	Wtr	Swr	Bth																						
CODE #	1020.4																								
SPREAD %	3049.50																								
APPROVED	Adm	Ops	Bkr																						

Subtotal	\$2,850.00
Sales Tax (7.0%)	\$199.50
Total	\$3,049.50
Payments/Credits	\$0.00
Balance Due	\$3,049.50

THERE WILL BE A \$35.00 CHARGE FOR ALL RETURNED CHECKS
 10% INTEREST WILL BE ASSESSED ON ALL UNPAID BALANCES
 AFTER 90 DAYS

Billing Inquiries? Call 9545226733

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

P.O. No.	Terms	Due Date	Job No.
		2/4/2019	8297

Description	Amount
S/C Furnish Man Power & Equipment to Repair Vair Drive ,Dismantle Unit clean and inspect all parts Furnish and install new Belt assemble & Test	1,480.00T

RECEIVED			
INTER. 1/20/19			
FO:	Wtr	Swr	Bth
CODE #	1004		
SPREAD %	1583.00		
APPROVED	Attn	Ops	Bkr

Subtotal	\$1,480.00
Sales Tax (7.0%)	\$103.60
Total	\$1,583.60
Payments/Credits	\$0.00
Balance Due	\$1,583.60

THERE WILL BE A \$35.00 CHARGE FOR ALL RETURNED CHECKS
 10% INTEREST WILL BE ASSESSED ON ALL UNPAID BALANCES
 AFTER 90 DAYS

Billing Inquiries? Call 9545226733

Southland Controls Inc

Invoice

PO Box 1169
Palm City, FL 34991-1169

Date	Invoice #
6/6/2019	621

Bill To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS ,FL 33065

Ship To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS , FL 33065

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	D	6/6/2019			

Quantity	Item Code	Description	Price Each	Amount
1	A-930	DELIVERED PARTS FOR CHLORINE SYSTEM. Hi/Low ball check ejector with 17-A nozzle	667.00	667.00
2	RK-200	REPAIR KIT, VACUUM REGULATOR TO 250 PPD	134.00	268.00

RECEIVED			
ENTERED QB			
CODE TO:	Wtr	Swr	Bit
CODE #	1020.4		
SPREAD %	935.00		
APPROVED	Adm	Ops	Bkr

It's been a pleasure working with you!

E-mail
curtis@southlandcontrols.ws

Total \$935.00

Southland Controls Inc
 PO Box 1169
 Palm City, FL 34991-1169

Estimate

Date	Estimate #
5/28/2019	220

Name / Address
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS ,FL 33065

Project

Description	Qty	Cost	Total
SPARE PARTS FOR LIME SLAKER			
INDUSTRIAL PRESSURE SWITCH,SPDT,DIAPHRAGM, 3 TO 150 PSI	1	805.50	805.50
SOLENOID, NO, 1/2" BRASS, 120 VAC COIL	1	437.60	437.60
MOTOR CONTRACTOR	1	396.00	396.00
MOTOR OVERLOAD RELAY, 1 TO 1.6 AMP	1	160.00	160.00
SOLENOID VALVE, 1"	1	405.00	405.00
DC SCR CHASSIS SPEED DRIVE, 115/230 VAC INPUT, 90/180 VDC OUTPUT.	1	284.13	284.13
PROXIMITY SENSOR, INDUCTIVE, NO.	2	186.00	372.00
TORQUE VALVE SEAT, 1000 LBS	1	127.00	127.00
DIAPHRAGM, TORQUE VALVE	1	78.00	78.00
LOCK NUT, TORQUE DRIVE SHAFT	1	20.94	20.94
LOCK WASHER, TORQUE DRIVE SHAFT	1	10.46	10.46
SPLIT COLLAR, 1000 LBS LIME SLAKER	2	289.00	578.00
ROLLER BEARING, TORQUE DRIVE	1	156.00	156.00
RELAY, 8 PIN, 120 VAC, 60 HZ	1	102.00	102.00
FLEXIBLE COUPLING	1	298.00	298.00
LIME SLAKER FEED BELT, 9"	1	525.00	525.00
BELT V RUBBER	1	49.00	49.00
It's been a pleasure working with you!		Total	\$4,804.63

Customer Signature



Southland Controls Inc
 PO Box 1169
 Palm City, FL 34991-1169

Invoice

Date	Invoice #
5/10/2019	611

Bill To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS ,FL 33065

Ship To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS , FL 33065

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	D	5/10/2019			

Quantity	Item Code	Description	Price Each	Amount
1	U-19939-R	REPAIRED ONE (1) 1000 LBS/HR LIME SLAKER. 1000 LBS, PADDLE SHAFT GEAR REDUCER, REBUILT WITH WARRANTY, 1 YEAR PARTS ONLY	2,350.00	2,350.00
1	U-26211	MOTOR, 230-460 V, 3 PHASE, 1/2 HP, 1725 RPM, 56 FRAME	792.00	792.00
1	P-57373	BELT V RUBBER	49.00	49.00
1	P-21120	LOCK NUT, TORQUE DRIVE SHAFT	20.94	20.94
1	P-21121	LOCK WASHER, TORQUE DRIVE SHAFT	10.46	10.46
1	U-10198	GEAR OIL, 80/90	36.00	36.00
5	T-TIME	TRAVEL TIME	85.00	425.00
7	SERVICE	SERVICE	100.00	700.00

RECEIVED			
ENTERED QB			
CODE TO:	Wir	Swr	Bth
CODE #	020A		
SPREAD %	4383.40		
APPROVED	Adm	Ops	Bkr

It's been a pleasure working with you!	Total	\$4,383.40
	E-mail	
	curtis@southlandcontrols.ws	

Southland Controls Inc
 PO Box 1169
 Palm City, FL 34991-1169

Invoice

Date	Invoice #
4/19/2019	605

Bill To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS ,FL 33065

Ship To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS , FL 33065

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	D	4/19/2019			

Quantity	Item Code	Description	Price Each	Amount
1	U-11930	REPLACED WATER PRESSURE SWITCH ON ONE (1) 1000 LBS LIME SLAKER.	805.50	805.50
1	SERVICE	INDUSTRIAL PRESSURE SWITCH,SPDT,DIAPHRAGM, 3 TO 150 PSI	100.00	100.00
2	T-TIME	SERVICE TRAVEL TIME	80.00	160.00

RECEIVED	4/22/19		
ENTERED QB			
CODE TO	Wtr	Swr	Bth
CODE #	620.4		
AMOUNT	1005.50		
APPROVED	Wtr	Swr	lkr

It's been a pleasure working with you!

E-mail
curtis@southlandcontrols.ws

Total \$1,065.50

Southland Controls Inc

PO Box 1169
Palm City, FL 34991-1169

Invoice

Date	Invoice #
3/17/2019	593

Bill To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS ,FL 33065

Ship To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS , FL 33065

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	CO	3/17/2019			

Quantity	Item Code	Description	Price Each	Amount
1	PXA-44157	INSTALLED NEW BOOT SEAL ON LIME FEEDER.	45.00	45.00
3	T-TIME	SEAL, CANVAS, VERTICAL GATE OPENING	80.00	240.00
4	SERVICE	TRAVEL TIME SERVICE	100.00	400.00

RECEIVED			
ENTERED QB			
CODE TO:	Wtr	Swi	P.h
CODE #		6704	
SPREAD %		672.00	
APPROVED	Adm	Ops	Bkr

It's been a pleasure working with you!

E-mail
curtis@southlandcontrols.ws

Total \$685.00

Southland Controls Inc
 PO Box 1169
 Palm City, FL 34991-1169

Invoice

Date	Invoice #
1/15/2019	579

Bill To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS, FL 33065

Ship To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS, FL 33065

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	CO	1/15/2019			

Quantity	Item Code	Description	Price Each	Amount
2	T-TIME	REPLACED PADDLE SHAFT MOTOR ON ONE (1) 1000 LBS/HR LIME SLAKER. MOTOR SUPPLIED BY UTILITIES.	80.00	160.00
2	SERVICE	TRAVEL TIME SERVICE	100.00	200.00

RECEIVED			
ENTERED QB			
CODE TO:	Wtr	Swr	Bth
CODE #	100.4		
SPREAD %	200.00		
APPROVED	Adm	Ops	Bkr

It's been a pleasure working with you!

E-mail
curtis@southlandcontrols.ws

Total \$360.00

Southland Controls Inc
 PO Box 1169
 Palm City, FL 34991-1169

Invoice

Date	Invoice #
2/25/2019	584

Bill To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS ,FL 33065

Ship To
ROYAL UTILITIES 8900 NW 44TH COURT CORAL SPRINGS , FL 33065

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	D	2/25/2019			

Quantity	Item Code	Description	Price Each	Amount
		REPLACED PADDLE SHAFT SEAL AND STEAM EDUCTOR ON ONE (1) 1000 LBS/HR LIME SLAKER. REPLACED VALVE AND SCRAPERS UNDER WARRANTY.		
1	U-18080	PADDLE SHAFT SEAL, 1000 LBS/HR LIME SLAKER	825.00	825.00
1	U-19582	FULL JET NOZZLE	164.20	164.20
3	T-TIME	TRAVEL TIME	80.00	240.00
5	SERVICE-2	SERVICE, TWO (2) SERVICE TECHS	125.00	625.00

It's been a pleasure working with you!

E-mail
curtis@southlandcontrols.ws

Total \$1,854.20

SOUTH FLORIDA UTILITIES, INC.
D.B.A. LIFT STATION SERVICES



Invoice

736 NW 8th Avenue, Fort Lauderdale, FL 33311
 Phone: 954.525.3751 Fax: 954.525.3752
 www.sfluinc.com

Date	Invoice #
5/31/2019	40934

Bill To
Royal Utility Company 8900 NW 44 Court Coral Springs, FL 33065

Job Site Location
Master LS #1 4200 NW 88th Ave Coral Springs, FL 33065
WO #

Customer ID	P.O. No.	Terms	Date Due
2145-265 Master LS #1		Net 15	6/15/2019

Quantity	Description	Rate	Amount
1	PASS THRU BILLING For Godwin pump repair. (see attached, will send snail mail)	4,614.10	4,614.10
		Total Due	\$4,614.10
All work is complete! Thank you for your business.		Payments/Credits	\$0.00
		Balance Due	\$4,614.10

RECEIVED	0119		
ENTERED ON			
CODE TO:	Wtr	Swr	Bth
CODE #	120.4		
SPREAD %	4.014.10		
APPROVED	Adm	Ops	Bk



Invoice

Sold by:
Branch 045
 1201 NW 18th Street
 Pompano Beach, FL 33069
 Tel: 954-283-5270
 Fax: 954-283-5271

Remit to: Xylem Dewatering Solutions, Inc.
 28611 Network Place
 Chicago, IL 60673-1286
 Phone: 856-467-3636

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 South Florida Utilities Inc
 dba - Lift Station Services
 736 NW 8th Ave
 Fort Lauderdale FL 33311

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 South Florida Utilities Inc
 1201 NW 18th Street
 Pompano Beach, FL 33069

Gust. No.	Invoice Date	Invoice No.
00116745	05-10-2019	400915055

Customer PO	Ordered By	Contract Date	Completed Date	W/O Number	Sales Representative	Order Taken By	Payment Terms
Royal Utilities		05-07-2019	05-09-2019	745003947	Brent Jackson	Brent Jackson	Net 0
ITEM	DESCRIPTION				QUANTITY	UNIT AMOUNT	EXTENDED AMOUNT
PA3419	Godwin Compressor Air Filter				1	14.77	14.77
RE504836	Deere Oil Filter				1	13.97	13.97
3810144112A	Ejector Nozzle O-Ring				1	1.57	1.57
3810134112A	Ejector Jet, Rear Wearplate Stud O-Ring				1	1.12	1.12
ISO68Q	Quart ISO68 Hyd Biodegradable Oil				2	9.60	19.19
1540Q	Quart Oil				15	4.61	69.12
LABOR	Labor Standard Rate				3.00	103.50	310.50
LABOR	Labor Standard Rate				2.00	103.50	207.00
LABOR	Labor Standard Rate				1.00	101.20	101.20
ENVIRONMENTALFE	Environmental Fee				1	10.50	10.50

ALL PAST DUE INVOICES ARE SUBJECT TO
 1 1/2% PER MONTH SERVICE CHARGE

Merchandise	Labor	Shipping	Misc. Charges	Taxes
\$ 3,683.04	\$ 618.70	\$ 0.00	\$ 10.50	\$ 301.86

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice	\$ 4,614.10
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Invoice

SOUTH FLORIDA UTILITIES, INC.
D.B.A. LIFT STATION SERVICES



736 NW 8th Avenue, Fort Lauderdale, FL 33311
Phone: 954.525.3751 Fax: 954.525.3752
www.sfluinc.com

Date	Invoice #
5/31/2019	40891

Bill To
Royal Utility Company 8900 NW 44 Court Coral Springs, FL 33065

Job Site Location
Master LS #1 4200 NW 88th Ave Coral Springs, FL 33065
WO #

Customer ID	P.O. No.	Terms	Date Due
2145-265 Master LS #1		Net 15	6/15/2019

Quantity	Description	Rate	Amount
3	5/15/2019 Pick up pump at Xylem and install in Master station. 2 men, 1.5 hrs @ \$85 per man, per hr.	85.00	255.00
Total Due			\$255.00
All work is complete! Thank you for your business.			Payments/Credits \$0.00
			Balance Due \$255.00

RECEIVED	10/1/19
ENTERED BY	
CC CODE/TO	Swc
CC CODE/FR	720A
SPREAD %	255.00
APPROVED	Off-Ops

Invoice

SOUTH FLORIDA UTILITIES, INC.
D.B.A. LIFT STATION SERVICES



736 NW 8th Avenue, Fort Lauderdale, FL 33311
Phone: 954.525.3751 Fax: 954.525.3752
www.sfluinc.com

Date	Invoice #
5/23/2019	40571

Bill To
Royal Utility Company 8900 NW 44 Court Coral Springs, FL 33065

Job Site Location
Ramblewood East LS #2 4139 NW 88th Ave Coral Springs, FL 33065
WO #

Customer ID	P.O. No.	Terms	Date Due
2145-266 Ramblewood East LS #2		Net 15	6/7/2019

Quantity	Description	Rate	Amount
1	5/10/2019 Supply (1) Flapper Valve Assembly for pump #1.	205.00	205.00
1	Removed 3/4" plug from side of discharge fittings above volute and installed galvanized nipples, 90's and ball valve for air relief. Parts cost	20.00	20.00
2	Labor to install Flapper valve and new parts. 1 man, 2 hrs	85.00	170.00
		Total Due	\$395.00

RECEIVED			
ENTERED QB			
CODE TO:	Wtr	Swr	Bth
CODE #		1204	
SPREAD %		395.00	
APPROVED	Adm	Ops	Bkr

All work is complete! Thank you for your business.

Payments/Credits	\$0.00
Balance Due	\$395.00

Invoice

SOUTH FLORIDA UTILITIES, INC.
D.B.A. LIFT STATION SERVICES



736 NW 8th Avenue, Fort Lauderdale, FL 33311
Phone: 954.525.3751 Fax: 954.525.3752
www.sfluinc.com

Date	Invoice #
3/29/2019	40073

Bill To
Royal Utility Company 8900 NW 44 Court Coral Springs, FL 33065

Job Site Location
Master LS #1 4200 NW 88th Ave Coral Springs, FL 33065
WO #

Customer ID	P.O. No.	Terms	Date Due
2145-265 Master LS #1		Net 15	4/13/2019

Quantity	Description	Rate	Amount
1	3/17/2019 Contract Customer Emergency Call. NO CHARGE (John called in pumps have been tripping during the day. He doesn't think the diesel bypass is pumping anything either.)	0.00	0.00
1	Troubleshoot: Diesel pump running but not pumping, pumps 2, 3 and 4's OL's were all tripped and one of the guide rails on pump 3 was missing rubber piece that holds guide rail to upper bracket and was laying off to side in WW. Pump 2's OL's Re-set and amperage was normal but pumps 3 & 4 were both high amps. Pulled pumps 3 and 4 and unclogged.	255.00	255.00
1	Put guide rail back on base, took upper bracket off and installed new rubber piece.	25.00	25.00
4	Troubleshoot diesel pump: Found belt and pulley not turning on vacuum compressor pump to prime pump. Change out diesel pump, set up new floats and installed suction and discharge hoses on new pump. We couldn't test because Broward County had a force main break and station had to be turned off while they made repairs. Installed starters and OL's on pumps 1 & 2 to see if it helps with tripping problem. Took RU diesel pump to Godwin for repair. 1 man, 4 hrs.	85.00	340.00
		Total Due	\$620.00
All work is complete! Thank you for your business.		Payments/Credits	\$0.00
		Balance Due	\$620.00

RECEIVED			
ENTERED FOR			
CODE TO:	Wtr	Swr	Bth
CODE #		DOA	
SPREAD %		620.00	
APPROVED	Adm	Ops	Bkr

EXHIBIT O
Rule 25-30.037(2)(p)

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

Royal has obtained the tax returns from 2014 – 2017.

EXHIBIT P
Rule 25-30.037(2)(t)

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

Royal Utility Company will pay the outstanding regulatory assessment fees for the period January through June 2019.

Royal Waterworks, Inc. is responsible for the 2019 Annual Report for the period of ownership and RAFs from the date of closing and subsequent years.

EXHIBIT Q
Rule 25-30.037(2)(v)

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

Below is a listing of other water and wastewater utilities regulated by the PSC by the majority shareholder of Royal Waterworks, Inc.

<u>Utility</u>	<u>Certificate No.</u>
Harbor Utility Company	522-W
Lakeside Utility Company	567-W & 494-S
LP Utility Company	620-W & 533-S
HC Utility Company	422-W & 359-S
Brevard Utility Company	002-W
Sunny Hills Utility Company	501-W & 435-S
Jumper Creek Utility Company	667-W & 507-S
The Woods Utility Company	507-W & 441-S
Country Walk Utilities, Inc.	579-W
Raintree Waterworks, Inc.	539-W
Brendenwood Waterworks, Inc.	339-W
Lake Idlewild Utility Company	531-W
Black Bear Waterworks, Inc.	654-W
Pine Harbour Waterworks, Inc.	450-W
Merritt Island Utility Company	137-S
Seminole Waterworks, Inc.	672-W
Gator Waterworks, Inc.	555-W

North Charlotte Waterworks, Inc. Pending – Docket No. 20160058-WS

The majority shareholder is also the majority shareholder of US Water Services Corporation (USWSC). The economies of scale exist by a sharing of administrative costs USWSC through the operation, maintenance, customers service, and management contracts. These administrative costs include management of the utilities, accounting services, regulatory compliance, administrative, etc. These costs are spread or allocated over all the customers of the regulated utilities on an ERC basis. As more utilities are acquired and more customers are added, these costs are thereby reduced. This results in lower Contractual Service expenses for the newly acquired utilities, including Royal. This economies of scale is achieved by directly lowering these administrative costs to all customers through the USWSC contracts.

EXHIBIT R
Rule 25-30.030

Provide proof of noticing pursuant to Rule 25-30.030, FAC.

To be provided late-filed.