FILED NOV 30, 2016 DOCUMENT NO. 09065-16 FPSC - COMMISSION CLERK

### State of Florida



## **Public Service Commission**

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE:

November 30, 2016

TO:

Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk

FROM:

Todd M. Brown, Public Utilities Supervisor, Division of Accounting & Finance

RE:

Docket No. 160165-SU - Application for staff-assisted rate case in Gulf County

by ESAD Enterprises, Inc. d/b/a Beaches Sewer Systems, Inc.

Please place the utility's Response to Staff's Second Data Request, received on November 29, 2016, in the above referenced docket file.

COMMISSION

RECEIVED-FPSC

E S A D Enterprises, Inc. DBA Beaches Sewer System P O Box 503 Port St Joe, FL 32457 PLORIDA PUBLIC SERVICE
CONMISSION
2016 NOV 29 FM 12: 17
ACCOL TO A SHAPEF

Docket No 160165-SU

2<sup>nd</sup> Data Request

1) In 2013 and 2014 there were no formal directors meetings.

The meeting January 4, 2015 was held at the home of J. Patrick Farrell, meeting started at 6:00 in the evening, last up to two hours each time.

2 & 3) Since the beginning of my ownership in the business, my wife as basically been my partner in all that I do. She and I talk daily about problems we have with the company and value her advice very much. Donna and Melissa are both spouse of the two owners. Both have been to college and both either has had or now have their own business. We are a service business, advice from both sexes and ages in my opinion is always good to have. As the two owners are males, they at times look at things, without seeing things. Like for example, making our lift station site somewhat pleasant to someone's eyes.

On a personal note, I had a heart attacked a few years back, I'm 71 years old and may have another one. My wife could take my job and may do a better job than me. She helps me almost every month with the billing, without pay.

4) The role and duties on the directors are the basic rules, their main purpose is to ensure the company is prospering, that the interest of the customers is held to a degree that they can be proud of the service we provide. It sets salary for the employees, monitor what they are doing and how the operations are being maintained. The directors are in our case, using their personal assets in running the business, they also know that the finances of the company is such that funds are limited and can only use them wisely, at times, not getting paid not only their fee but also the employees on the company.

5 and 6) There are no calculations, work papers or support documentation on the fee set. It was arrived at the beginning based on what could be paid based on the funds available. Now that I know what other utilities pay in this area, it is only fair that our directors are paid a similar amount. These directors are dealing with the problems the utility is having almost on a daily basis. It is not a two or three hour meeting once or twice a year, they are involved many many more times a month. The question about why I feel that the directors are worth more money, simple, they are more involved. One of the other utility is this county, most of their directors live out on town or state. Our utility handles our neighbors and friends, we have a responsibility to make sure our service is not good but excellent.

### Page two

### Staff 2<sup>nd</sup> data request

5 and 6 continued). After I received this request, I have called a special board meeting sometimes in the next few weeks for the following purpose: This letter, raise for employees, raise for the directors. I will send the minutes after the meeting is held if you wish.

7) Salaries were increased because they have been too low since we have had the system. We do not have a staff, basically both employees have many hats. I myself is the secretary, accounts payable clerk, accounts receivable clerk, purchases, and on and on. Mr. Farrell has to maintain a system that has not had the proper maintenance for the last fifteen years. The only repairs that have been done are ones to keep the system running, if something breaks it has been fixed the fastest way and as cheap as possible. We don't have a maintenance staff, we don't have all the equipment that we need, we don't have the funds to take proper care of what we do have. At the present time, no matter what the salary of each should be, we can't take it at times because of the lack of funds. There is so much that needs to be done that at least it makes us feel better that if we do get the increase we need, we will be able to get paid.

There are no calculations or work sheets, we have only looked at what the area has paid for similar positions. I have enclosed a copy of the other private utilities in the county.

8) The audit staff was given all the information on the vehicles, not once but twice. I will give it to you again. They did not get the information on the new vehicle because it was purchased after they were here. So I have enclosed the loan documents on both vehicles. The company is responsible for making the payments on the loans. The majority stockholder has to guarantee all loans the company makes.

We purchase a truck in the beginning of last year, an old truck because that was all that I thought we could afford. Mr. Farrell paid to have repairs done to it, totaled almost a third of the purchase price out of his pocket. After a year, more repairs were needed, so we purchase a used larger truck; that with proper care, should last for seven to eight years. We needed a larger truck in order to pull trailers with equipment (that we have to borrow or rent) when needed. It is our history to keep vehicles as long as possible.

The insurance papers are enclosed. We insure three vehicles. All are used by the company. If a vehicle, even if someone else owns it, is involved in an accident while on company business, the company could be held liable.

There is another truck that was purchased in December of 2015. I have been making the payments on it as the utility does not have the funds for it. After the first of the year I'm planning on buying the Cad SRX and transferring the truck back to the utility.

### Page three

### Staff 2<sup>nd</sup> Data request

- 9) As I have been a CPA for 45 years, whose business clients are all small private companies, I have had a great deal of experience dealing with the IRS with regard to the record keeping requirements, or what the IRS will allow. We meet all their requirements, as each driver of the vehicles pays for all maintenance, fuel and repairs on them, at his expense for his personal use.
- 10) Gulf Coast Property Services, LLC was hired to cut the grass at the plant, including weed eating around the plant and the fence. This was done before Mr. Farrell became part owner.
- 11) In June, 2015 my former partner wanted out of the business, I was still recovering from my heart attack and not allow by my doctor to do manual labor. I had to find someone to do this.
- 12) When are in a small county, only really two companies that do the work needed to be done. I was familiar with Gulf Coast Property Services, LLC and basically asked them to do it, not knowing when they would get paid. The other company is town is rumored to use illegal people for their work crew.
- 13) The grounds are maintained whenever we have to do it. This should be done, during grass growing season every two weeks, but we wait as long as possible.
- 14) Joseph P Farrell is the same person, which is good, because we can't afford to pay his company at this time. He became an employee and owner six months after the company was hired.
- 15) At this time we do not have a written contract with Gulf Coast Property Services, LLC.
- 16) It is true that we bought a riding lawn mower in 2013. It quit working in 2015, needs to be completely rebuilt but it is not made to handle the property we have. Even if it was working in the summer of 2015, I was not able to cut the grass because of my heart attack.
- 17) Gulf Coast Property Services was hired to cut the grass, not take care of the ponds. They do not have the equipment that is needed, nor does the company at this time. We hope to buy a back hoe when we have the funds. We did respond to the DEP and have enclosed a copy of that. We have hired someone to clean out part of the ponds, because he had the equipment. Far from finished, waiting to get the funds to complete the work.

### Page 4

### Staff 2<sup>nd</sup> Data request

- 18) J. Patrick Farrell took the course on line prior to attending the prep and refresher course. They did not give a certificate for this course. We have enclosed the registration paper work.
- 19) We do not have the funds to buy the equipment we need at this time.
- 20) No major repairs have been done, for the reason of lack of funds.
- 21) Our system and permit requires us to have two blowers. We have purchased one, and when we have the funds will purchase the second one. It will be just like the one we have bought.
- 22) We have not done all of the five items because of lack of funds. The bids we have gotten to do this work is over twenty thousand dollars. In 2015 we did make an offer to the city of Port St Joe to sell them our collections lines, lift stations, customers and other but they did not have the funds to do this and the city administrator was against it. We cancelled our proposal in Nov or Dec of that year. No further discussions or negations have taken place. A copy of that report is attached. We have started work on the ponds, see item 17.

Please advise if more information is needed,

Sincerely,

Frank J Seifert.

President



UTILITY NAME: Lighthouse Utilities Company, Inc.

YEAR OF REPORT December 31, 2015

### AFFILIATION OF OFFICERS AND DIRECTORS

For each of the officials listed on page E-6, list the principal occupation or business affiliations or connections with any other business or financial organizations, firms, or partnerships. For purposes of this part, an official will be considered to have an affiliation with any business or financial organization, firm or partnership in which he is an officer, director, trustee, partner, or a person exercising similar functions.

NAME (a)	PRINCIPAL OCCUPATION OR BUSINESS AFFILIATION (b)	AFFILIATION OR CONNECTION (c)	NAME AND ADDRES OF AFFILIATION OF CONNECTION (d)
			P.O. Box 997
Langdon S. Flowers III	Developer	n/a	Thomasville, GA 3179 PO Box 428
William J. Rish Jr.	Realtor	Broker	Port St Joe, FL 32457
Carol T. Rish	Homemaker	n/a	P. O. Box 39 Port St Joe, FL 3245
Margaret A Flowers	Homemaker	n/a	P.O. Box 997 Thomasville, GA 317
Langdon S. Flowers, Jr.	Businessman	n/a	P.O. Box 997 Thomasville, GA 317
Catherine Rish Womac	Homemaker	n/a	4425 Pinehollow Crt Alpharetta, GA 30022
Scott Rich	Developer	n/s	P.O. Box 997 Thomasville, GA 317
			<del> </del>

Light house VT. (1) #7

Wage 159632

Comed 50,039 to 60% + 47703 - 2500
Duck 20 10, 200

Duck 20 10, 200

To The partner 640

77 For Free And Tor Tor Tor Tor

A-01.5

Directors 9,625

UTILITY NAME:

Lighthouse Utilities Company, Inc.

SYSTEM NAME / COUNTY: Gulf County

### WATER UTILITY EXPENSE ACCOUNT MATRIX

ACCT. NO. (a)	ACCOUNT NAME (b)	CURRENT YEAR (c)	.1 SOURCE OF SUPPLY AND EXPENSES - OPERATIONS (d)	.2 SOURCE OF SUPPLY AND EXPENSES - MAINTENANCE (e)
601	Salaries and Wages - Employees	S 154,636	\$ 23,195	s
603	Salaries and Wages - Officers,			
003	Directors and Majority Stockholders	121,790		6,089
604	Employee Pensions and Benefits	19,009	950	1.711
610	Purchased Water	0		
615	Purchased Power	49,490	49,490	
616	Fuel for Power Production	0		
618	Chemicals	6,225	6,225	
620	Materials and Supplies	52,772		
631	Contractual Services-Engineering	0		
632	Contractual Services - Accounting	47,703	7,157	2,385
633	Contractual Services - Legal	6,916		
634	Contractual Services - Mgt. Fees	2,174		
635	Contractual Services - Testing	4,380		
636	Contractual Services - Other	60,855		
641	Rental of Building/Real Property	6,420		
642	Rental of Equipment	4,550	455	455
650	Transportation Expenses	17,828	1,779	1,783
656	Insurance - Vehicle	4,676		
657	Insurance - General Liability	5,789		
658	Insurance - Workman's Comp.	11,057	1,842	1,843
659	Insurance - Other	0		
660	Advertising Expense	2,767		
666	Regulatory Commission Expenses - Amortization of Rate Case Expense	10,726		
667	Regulatory Commission ExpOther	0		
668	Water Resource Conservation Exp.	0		
670	Bad Debt Expense	0		
675	Miscellaneous Expenses	2,326		
Total Water	Utility Expenses	s <u>592,089</u>	\$91,093	S14,266_

## COMPENSATION OF OFFICERS

activities and the compensation reconstruction NAME (a)	TITLE (b)	% OF TIME SPENT AS OFFICER OF THE UTILITY (c)	OFFICERS' COMPENSATION (d)
William J. Rish Jr.	President	60%	\$ 50,03
Langdon S. Flowers Jr.	Vice President	1%	-0-
Carol T Rish	Secretary	1%	-0-

## COMPENSATION OF DIRECTORS

	1	
	_2	\$ 10,2
	2	10,;
	2	10,2
	2	10,
	2	10,
	_2	10.
	2	10,
		2 2 2 2

Name of Respondent		For the Year Ended
ST JOE NATURAL GAS COMPANY, I	NC.	Dec. 31, 2015
	OFFICERS	
respondent includes its president, secretary, function (such as sales, administration or fina	each executive officer whose salary is \$50,000 treasurer, and vice president in charge of a principle. Ince), and any other person who performs similate incumbent of any position, show name and to cy was made.	cipal business unit, division or ar policymaking functions.
Title	Name of Officer	Salary for Year
(a)	(b)	(c)
PRESIDENT V-PRESIDENT V-PRESIDENT	STUART SHOAF CHARLES A SHOAF JASÓN S SHOAF	\$51,042 \$98,437 \$98,786

DIRECT	rors
Report below the information called for concerning each director of the respondent who held office at any time during the year. Include in column (a) abbreviated titles of the directors who are officers of the respondent.	2. as

Designate members of the Executive Committee by an asterisk and the Chairman of the Executive Committee by a double asterisk.

ho are officers of the respondent.		No. of Directors	
		Meetings	Fees During
Name (and Title) of Director	Principal Business Address	During Yr.	Year
(a)	(b)	(c)	(d)
STUART SHOAF, PRESIDENT	301 LONG AVENUE, PSJ	12	· 0
RENEE SHOAF, DIRECTOR	301 LONG AVENUE, PSJ	12	9,000
CHARLES COSTIN, VICE PRESIDENT	301 LONG AVENUE, PSJ	12	9,000
CHARLES A SHOAF, DIRECTOR	301 LONG AVENUE, PSJ	12	0
JASON S SHOAF, DIRECTOR	301 LONG AVENUE, PSJ	12	0

#8

12-0179-00 VAN LIEROP INSURANCE SERVICES INC PO BOX 545 BLOUNTSTOWN FL 32424

10-24-2016

ESAD ENTERPRISES INC PO BOX 602 PORT SAINT JOE FL 32457-0602



P.O. BOX 30660, LANSING, MICHIGAN 48909-8160 • 517-323-1200

AUTO-OWNERS INSURANCE COMPANY AUTO-OWNERS LIFE INSURANCE COMPANY HOME-OWNERS INSURANCE COMPANY OWNERS INSURANCE COMPANY PROPERTY-OWNERS INSURANCE COMPANY SOUTHERN-OWNERS INSURANCE COMPANY

You may view your policy online at www.auto-owners.com.

To enroll, use the policy number **50-297-734-00** and Personal ID code (PID) **2N4 C22 X4R**. Once enrolled, you may choose to stop receiving the paper policy in the mail.

Your agency's phone number is (850) 227-1900

RE: Policy 50-297-734-00

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a variety of programs, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

~ Serving Our Policyholders and Agents Since 1916 ~





Issued

10-24-2016

INSURANCE COMPANY 6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY VAN LIEROP INSURANCE SERVICES INC 12-0179-00

DV MKT TERR 054

(850) 227-1900

**Endorsement Effective** 

10-20-2016

**POLICY NUMBER** 

50-297-734-00

Company Use

78-04-FL-1504

Company Bill

12:01 a.m.

**POLICY TERM** 12:01 a.m.

04-20-2016

04-20-2017

ADDRESS PO BOX 602

INSURED ESAD ENTERPRISES INC

PORT SAINT JOE FL 32457-0602

#### **AUTOMOBILE POLICY** DESCRIPTION OF CHANGES EFFECTIVE 10-20-2016 (See Declarations Attached)

DELETED ITEM 0002 1996 FORD F150 VIN:1FTEF15NXTLA29622

TOTAL POLICY PREMIUM

**TERM** \$3,300.49 **ALL ITEMS** \$391.66-

Return

Owners

19020 (10-80) Issued 10-24-2016

INSURANCE COMPANY 6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY VAN LIEROP INSURANCE SERVICES INC

12-0179-00

INSURED ESAD ENTERPRISES INC

MKT TERR 054 DV

(850) 227-1900

**Endorsement Effective** 

10-20-2016

**POLICY NUMBER** 

50-297-734-00

Company Use

78-04-FL-1504

Company

**POLICY TERM** 

**AUTOMOBILE POLICY DECLARATIONS** 

12:01 a.m.

12:01 a.m.

Bill

04-20-2016

04-20-2017

ADDRESS PO BOX 602

PORT SAINT JOE FL 32457-0602

This policy is amended in consideration of the additional or return premium shown below. This Declarations voids and replaces all previously issued Declarations bearing the same policy number and premium term.

**CLASS TERRITORY** DESCRIPTION OF ITEM INSURED 033 Commercial Automobile Plus Coverage Package Gulf County, FL

Endorsement **CHANGE PREMIUM** LIMITS **COVERAGES** \$8.36-\$50.21 See Package Declarations Page Automobile Plus \$50.21 \$8.36-TOTAL Return

89689 (12-05) 89688 (12-05) 89103 (08-07) 89687 (12-05) 89102 (06-08) 89089 (08-07) Additional Forms For This Item: 89698 (12-05) 89697 (12-05) 89696 (12-05) 89695 (12-05) 89694 (05-10) 89692 (12-05) 89690 (12-08) 89691 (12-08)

3 qualified item(s). ITEM DETAILS: Rate Effective Date 06-08-2015

0861 150

89699 (12-05)

19020 (10-80)

10-24-2016 Issued

OWNERS INS. CO.

AGENCY VAN LIEROP INSURANCE SERVICES INC 12-0179-00

MKT TERR 054 DV

**POLICY NUMBER** Company Bill Company Use

50-297-734-00 78-04-FL-1504

INSURED ESAD ENTERPRISES INC

Term 04-20-2016 to 04-20-2017

DESCRIPTION OF ITEM INSUR	RED	TERRITORY	CLASS
2010 CADI SRX PRE VIN: 3GYFNCEY3AS		033 Gulf County, FL	
COVERAGES Combined Liability Uninsured Motorist Medical Payments Personal Injury Protection	LIMITS \$ 500,000 occurrence \$ 500,000 person/\$ 500,000 occurrence \$ 2,000 person Medical and Disability - \$10,000 person Medical limited to \$2,500 non-emerge	8.28 41.90	CHANGE
Comprehensive Collision Road Trouble Service Additional Expense	Death Benefits - \$5,000 person Actual Cash Value - \$500 deductible Actual Cash Value - \$1,000 deductible \$ 100 each occurrence \$ 30/Day, \$900 Maximum	98.23 190.08 8.68 11.30	
, tuditional Expones	TOTAL	\$911.72	No Charge
Interested Parties: Lienholder: CENTENNIAL BANK I	5AOA/ATIMA, PO BOX 906, CONWAY, AR 72033-0906		
Additional Forms For This Item: 79167 (05-05) 89023 (07-06)	89366 (06-13) 79308 (01-08) 89358 (01-13) 79203 (06-13)	79536 (07-94) 79537 (06-92)	79539 (03-99)

ITEM DETAILS: Automobile driven for pleasure use by a 67 year old operator. This vehicle rated on a cost new of \$40,001.00, Cost Symbol: 20-2B-20-2B-62. Commercial Automobile Plus Coverage Package applies. 10% Anti-Theft Device Discount applies to Comprehensive premium. Vehicle Count Factor Applies. 5% ABS Discount applies to BI, PD, Coll, and PIP premiums.

Multi-Car Discount applies.

Premier Credit applies.

35% Air Bag Discount applies to PIP and/or MP premiums.

Automobile Physical Damage Plus endorsement applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2015

150

0861

19020 (10-80) 10-24-2016 Issued

OWNERS INS. CO.

VAN LIEROP INSURANCE SERVICES INC AGENCY

MKT TERR 054 DV 12-0179-00

**POLICY NUMBER** Company Company Use Bill

50-297-734-00 78-04-FL-1504

**CLASS** 

Term 04-20-2016 to 04-20-2017

**TERRITORY** 

DESCRI	TION OF	ITEM II	NSUKED

INSURED ESAD ENTERPRISES INC

DESCRIPTION OF ITEM INSURED			
1996 FORD F150     VIN: 1FTEF15NXTLA296     Item Deleted	22	033 Gulf County, F	L
COVERAGES Combined Liability Uninsured Motorist Medical Payments Personal Injury Protection Comprehensive Collision Road Trouble Service Additional Expense	LIMITS  Deleted  Deleted	PREMIUM	\$207.52- 88.17- 4.74- 15.35- 20.42- 27.39- 4.68- 15.03- \$383.30- Return

Interested Parties: None

ITEM DETAILS: Light truck operated within a 100 mile radius - commercial use.

USE CLASS (00721): NOC - Miscellaneous.

Commercial Automobile Plus Coverage Package applies.

Vehicle Count Factor Applies.

Automobile Physical Damage Plus endorsement applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2015

150

0013751 0861

3. 2015 CHEV SILVERA VIN: 3GCPCREC5FG			Gul	033 f County, FL	
COVERAGES Combined Liability Uninsured Motorist Medical Payments Personal Injury Protection	LIMITS \$ 500,000 occurrence \$ 500,000 person/\$ 500,000 occurrence \$ 2,000 person Medical and Disability - \$10.0 Medical limited to \$2,500 r	00 person	\$6	MIUM 541.96 176.69 9.50 30.76	CHANGE
Comprehensive Collision Road Trouble Service Additional Expense	Death Benefits - \$5,000 person Actual Cash Value - \$500 do Actual Cash Value - \$1,000 do \$100 each occurrence \$30/Day, \$900 Maximum	ductible		135.23 246.63 9.37 30.13	
Additional Expense	•	OTAL	\$1,7	280.27	No Charge
Interested Parties: None	89366 (06-13) 79308 (01-08) 89	358 (01-13)	79537 (06-92)	79539 (03-99)	79167 (05-0

Additional Forms For This Item: 89023 (07-06) 79203 (06-13) 89366 (06-13)

ITEM DETAILS: Light truck operated within a 100 mile radius - commercial use.

USE CLASS (00721): NOC - Miscellaneous.

Commercial Automobile Plus Coverage Package applies.

Vehicle Count Factor Applies.

Automobile Physical Damage Plus endorsement applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2015

150

0036001 A 0861



OWNERS INS. CO.

19020 (10-80)

Issued 10-24-2016

VAN LIEROP INSURANCE SERVICES INC AGENCY MKT TERR 054 12-0179-00 DV

POLICY NUMBER Company Company Use Bill

50-297-734-00 78-04-FL-1504

INSURED ESAD ENTERPRISES INC

Term 04-20-2016 to 04-20-2017

DESCRIPTION OF ITEM INSURE	D	TERRITORY	CLASS
4. 2014 CHEV SLVRDO K2500HD LTZ VIN: 1GC1KYE82EF150921		033 Gulf County, FL	
COVERAGES Combined Liability Uninsured Motorist Medical Payments Personal Injury Protection	LIMITS \$ 500,000 occurrence \$ 500,000 person/\$ 500,000 occurrence \$ 2,000 person Medical and Disability - \$10,000 person Medical limited to \$2,500 non-emergency	PREMIUM \$476.93 177.34 7.53 47.97	CHANGE
Comprehensive Collision Road Trouble Service Additional Expense	Death Benefits - \$5,000 person Actual Cash Value - \$500 deductible Actual Cash Value - \$1,000 deductible \$100 each occurrence \$30/Day, \$900 Maximum	95.23 240.07 3.70 9.52	
Additional Expense	TOTAL	\$1,058.29	No Charge

Interested Parties: None

Additional Forms For This Item:

89366 (06-13) 79308 (01-08)

79536 (07-94) 89358 (01-13)

79537 (06-92)

79539 (03-99)

89023 (07-06) 79203 (06-13) 79167 (05-05)

ITEM DETAILS: Automobile is principally used for business duties by a 70 year old operator.

This vehicle rated on a cost new of \$45,001.00, Cost Symbol: 27-4D-32-RB-66.

Commercial Automobile Plus Coverage Package applies.

5% Anti-Theft Device Discount applies to Comprehensive premium.

Vehicle Count Factor Applies.

5% ABS Discount applies to BI, PD, Coll, and PIP premiums.

Multi-Car Discount applies.

Premier Credit applies.

35% Air Bag Discount applies to PIP and/or MP premiums.

Automobile Physical Damage Plus endorsement applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2015

150

0861

TOTAL POLICY PREMIUM				\$3	TERM ,300.49	ALL ITEMS \$391.66- Return
Forms That Apply To All Items: 79706 (03-12) 79419 (03-99)	79001 (03-99) 89058 (04-07)	79200 (06-92) 89368 (03-11)	79517 (01-07)	79524 (06-92)	79540 (03-99)	79550 (06-92)

Policy Rate Code 0001

79706 (03-12)

A 10% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X): Comm Umb()

Comm Prop/Comm Liab(X) WC() Life() Personal() Farm().

79419 (03-99)

00861 00960

Countersigned By: VAN LIEROP INSURANCE SERVICES INC

OWNERS INS. CO.

AGENCY VAN LIEROP INSURANCE SERVICES INC

12-0179-00 DV MKT TERR 054

INSURED ESAD ENTERPRISES INC

Company

Bill

POLICY NUMBER
Company Use

**50-297-734-00** 78-04-FL-1504

19020 (10-80)

10-24-2016

Term 04-20-2016 to 04-20-2017

Issued

## COMMERCIAL AUTOMOBILE PLUS COVERAGE PACKAGE DECLARATIONS

The coverages, limits and deductibles indicated below apply separately to each automobile afforded the Commercial Automobile Plus Coverage Package as identified in the Item Details section of the item regardless of the number of automobiles designated in the Commercial Automobile Declarations.

COVERAGE	LIMIT	DED
	\$500	\$50
Personal Property Business Personal Property	\$500	\$50
Motor Cargo	\$1,000	\$50
Hired Automobile Physical Damage - Comprehensive/Collision	\$50,000	\$100/250
Non-Owned Trailer Physical Damage Coverage Extension	\$1,000	\$50
Automobile Stereo, Video and Media	\$1,000	\$50
Automobile Stereo, video and modific	(\$200 max for media)	
Cellular Phone or Two-Way Communication Device	\$500	\$50
Increased Transportation Costs	\$100	NONE
Loss of Use by Theft	\$50 per day	NONE
, , , , , , , , , , , , , , , , , , ,	\$1,500 per occurrence	NONE
Replacement Cost on New Vehicles	Up to 90 days after purchase	NONE
Waiver of Collision Deductible for Collision	C f	NONE
With Another A-O Insured	See form	NONE
Deductible Amendatory	See form	\$50
Replacement Coverage - Air Bag	See form See form	NONE
Rental Automobile Gap Coverage	See ioini	INOINL
Supplementary Payments (applies to all scheduled automobiles)	\$500 for bail bonds \$250 per day loss of earnings	NONE



# 3

#### PROMISSORY NOTE

Principal \$28,700.80	Loan Date 04-08-2013	Maturity 10-08-2016	Loan No 2757523208	Call / Coll 88	Account	Officer	Initials
References in th	ne boxes above are Any iter	for Lender's use o	nly and do not limit the	applicability of this of due to text length	document to any pa limitations.	rticular loan o	ritem.

Borrower: ESA

E S A D Enterprises, Inc. PO Box 503 Port St Joe, FL 32457 Lender:

CENTENNIAL BANK Port St. Joe Branch 202 Marina Drive Port St. Joe. FL. 32456

Principal Amount: \$28,700.80

Date of Note: April 8, 2013

PROMISE TO PAY. E.S. A.D. Enterprises, Inc. ("Borrower") promises to pay to CENTENNIAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty-eight Thousand Seven Hundred & 80/100 Dollars (\$28,700.80), together with interest on the unpaid principal balance from April 8, 2013, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 7.250% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 42 payments of \$777.19 each payment. Borrower's first payment is due May 8, 2013, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 8, 2016, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or is full satisfaction of a disputed amount must be mailed or delivered to: CENTENNIAL BANK, Port St. Joe Branch, 202 Marina Drive, Port St Joe, FL 32456.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 17.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a gamishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the amount of these costs and expenses, which includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Florida.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of the State of Florida, in the county in which Borrower's following address is located: PO Box 503, Port St Joe, FL 32457.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

## PROMISSORY NOTE (Continued)

Loan No: 2757523208

Page 2

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

INTEREST RATE GOVERNING LAW PROVISION. This Note shall be governed by and construed in accordance with the laws of the State where the lender is located and the laws of the United States of America. The maximum interest rate applicable to the loan evidenced by this Note shall be governed by the laws of the United States of America, including 12 U.S.C. Section 1831u.

DOCUMENTARY STAMP TAX. Florida Documentary Stamp Tax in the amount of \$100.80 have been paid, or will be paid, directly to the Florida Department of Revenue under the Certificate of Registration Number 5480150842342, in accordance with Florida Law.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Centennial Bank PO Box 966 Conway, AR 72033.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

Graney, VD

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

ESADENTEBPRISES, INC

Frank J Seifert, PD of E S A D Enterprises, Inc.

LENDER:

CENTENNIAL BANK

Kell Combs, Loan Officer

Florida Documentary Stamp Tax

Florida documentary stamp tax required by law in the amount of \$100.80 has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 5480150842342.



#### "MOBILE'S OLDEST GM DEALER"

U-J CHEVROLET			Retail Buyers	
	Stock # T1	6285A		Date: 08/12/16
CHEVY				Car X(X) Truck
"MOBILE'S OLDEST GM DEALER"	Mileage			NNIS E BRIDGES
P.O. Box 850189 • 7581 Airport Boulevard	Voor/Make/	Model 2014	CHEVROLET	TR SILVERADO 25
Mobile, Alabama 36685 • (251) 633-3321				
Name: ESAD ENTERPRISES INC			: (850)	
Address: 509 E 4TH ST		Cell: _	(850)	229-9292
City: PORT SAINT JOE State: FL Zip: 32546	<u> </u>	-mail: SEIF	ERTI30MSN.	COM
County: GULF DOB: Color: WHITE		Cyl:8	Body: 4WD C	REW
VIN: 1GC1KYE82EF150921 Retail/				
Representation That Trade-Vehicle Is Not Subject to Liens.				
I warrant that the balance owed on my trade-in is correct as stated below, that there are rother than those listed below, and if the actual amount is greater I will reimburse U-J Chevrolnc. I understand that if the amount is less, U-J Chevrolet Co., Inc. will refund the difference	olet Co.,	DE	MSRP ALER OPTIONS	
I warrant that said vehicle(s) $\square$ HAS $\square$ HAS NOT been wrecked, damaged, flooded, reconstrebuilt, and does not have a salvage or reconstructed title.	structed,			
I also warrant that the emission control equipment is intact and operational. I have not remailered said equipment while in my possession, nor do I have knowledge of anyone also doi	noved or ping so.			
TRADE-IN 1				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Year Make Model           Body Type Mileage				
VIN # Color Willeage			-	4500000
BALANCE OWEDN/A To:			TOTAL PRICE	47980.00
Address	1 1	TRAD	E ALLOWANCE	N/A
Account No.	1 1	0.10	H DIFFERENCE	47980.00
Verified By Good Until Title On Hand Yes	1 1	CAS	H DIFFERENCE	47300.00
Other Liens Talked To	1 1	RETAIL I	DELIVERY FEES	379.00
BUYER'S SIGNATURE		AMO	OUNT TAXABLE	48359.00
TRADE-IN 2				
Year Make Model			SALES TAX	2901.54
Body Type Color Mileage			TITLE	2.00
VIN # Cyl		AMC	OUNT OWED TO TRADE-IN	N/A
BALANCE OWEDN/A To:			BALANCE DUE	51262.54
Address			DALANCE DUE	31202.34
Account No.		PAR	TIAL PAYMENT	2500.00
Verified By Good Until Title On Hand Yes [	1 1	CONS	UMER REBATE	N/A
Other Liens Talked To				
BUYER'S SIGNATURE		(	OTHER REBATE	N/A
New Lien Information		BALANCE	ON DELIVERY	48762.54
Lien To ALLY FINANCIAL		EXTE	NDED SERVICE AGREEMENT	1875.00
Address PO BOX 8101		UNPAII	D BALANCE OF	
City COCKEYSVILLE State MD Zip 21030			CASH PRICE	50637.54
PLEASE READ CAREFULLY.				
Disclaimer The purchaser of the vehicle herein understands that it may have suffered damage during production, transit, or while in the control ar There are no warranties of merchantability or fitness being made by the seller to purchaser as to repairs of such damage.	and possession of the	e seller.		
1.1 Chargolat Co. Jos. shall not be liable for the failure to deliver or delay in delivering the mater vehicle covered by this order when \$	such failure or delay i	is due, in whole or pa	rt, to any cause beyond t	he control of U-J Chevrolet Co., Inc.

#### PLEASE READ CAREFULLY.

Disclaimer

U-J Chevrolet Co., Inc. shall not be liable for the failure to deliver or delay in delivering the motor vehicle covered by this order Purchaser agrees that this Order revokes any and all prior agreements and, together with the terms and conditions of the Retail Installment Sales Contract and Arbitration Agreement includes all of the terms and conditions of this offer to purchase. This Order shall not become binding upon the Dealer until accepted by the authorized representative of the Dealer. Purchaser by his execution of this Order acknowledges that he has read and accepts the terms and conditions

Purchaser's deposit is refundable only when financing cannot be obtained.

Disclaimer of Warranties

Discrizing or warranties
All warranties on this vehicle are the manufacturers. U-J Chevrolet Co., Inc. is in no respect the agent of the manufacturer. U-J Chevrolet Co., Inc. hereby expressly denies on this vehicle all warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and U-J Chevrolet Co., Inc. in no way affects the terms of the manufacturer's warranty. In case of a used vehicle or chassis the applicability of an existing manufacturer's warranty, if any, shall be determined solely by the terms of such warranty.

Retail Delivery Fees This fee includes administrative services, notary services, courier services and maintenance of sales and service documents. This charge represents cost of and/or profit to the seller/dealer for items as inspection, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical services which have been reimbursed to the dealer by the manufacturer.

If the vehicle is financed, dealer may be paid by the assignee of the contract an assignment fee. Dealer may also be paid a yield spread premium representing the difference between the dealers discounted interest rate and the customer's rate of interest

Purchaser's Signature \_\_\_\_

Yield Spread/Assignment Fee

## **LAW** 553-AL-ARB-eps-14 5/15

## RETAIL INSTALLMENT CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

		[	Dealer Numb	er	C	ontract Number		
on credit under th	and Zip Code RISES I T JOE FL and Co-Buy the agreement ance Chai	32546 ver, if any) tents in the	nis contrac S. funds ac	the vehicle You ago	gree to pay the Se to the payment s	ode) n or on credit. By signer of the contract	PO BOX 85018 MOBILE AL 36 gning this contract, you netimes "we" or "us"	T CO., INCORPORATE
New/Used	Year	Make and Mo	l l		Vehicle Identification	Number	Primary Use	e For Which Purchased
USED	2014	CHEVR	OL		LGC1KYE82EF15	0921	Personal, unless othe business	family, or household erwise indicated below
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINA CHA The c amour credi cost	NCE RGE dollar nt the it will	Amo Finan The amo credit prov you or or beha	unt ced punt of vided to n your alf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.  \$ 57965.76		address shown contract.  Returned Check Charged dishonored, you will repair the return of the dishonored.	the law of the state of our above apply to this ge: If any check you give to us is any us the charge we pay the bank for ord check. At our option, instead one charge we pay the bank, we may
Your Payment	Schedule	e Will Be	):				charge you \$30 or such	greater amount as the law permits.
Number of Payments		unt of nents		When Pa Are D				
72	80		Monthly beg 09/27/20	-			You agree that	we may try to contact
N/A Or As Follows: N	/A	N/A li	N/A				prerecorded/arti text messages, a dialing systems,	by e-mail, or using ficial voice messages, and automatic telephone as the law allows. You we may try to contact you
	or <u>5</u>	% of the	e part of the	e paymen	t that is late, whiche	e, you will pay a late ever is greater, not to	in these and other telephone number the telephone n	er ways at any address or er you provide us, even if umber is a cell phone entact results in a charge

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about non-payment, default, any required repayment in full before the scheduled date and security interest.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

### **WARRANTIES SELLER DISCLAIMS**

to you.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other

### OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid part of the Amount Financed.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. Your right to refinance a balloon payment. A balloon payment is a scheduled payment that is more than one and one half times as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you have the right to refinance the balloon payment when it is due without penalty. You may refinance on terms no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

### 2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you.
   This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
  - If you pay late, we may also take the following steps.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. If we hire an attorney to collect what you owe who is not our salaried employee and the Amount Financed exceeds \$300, you will pay the attorney's reasonable fee and court costs as the law allows. The maximum attorney's fee you will pay will be 15% of the amount you owe after default.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully, and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

# 22 417

ESAD Enterprises, Inc. DBA Beaches Sewer System POBox 503 Port St Joe, FL 32457

October 13, 2016

Josie Penton Florida Department of Environmental Protection 470 Harrison Avenue Panama City, FL 32401

RE: Beaches Sewer System WWTP

Dear MS Penton

We are in receipt of your letter dated September 29 and respond to each problem as follows.

## 1) FACILITY STE REVIEW - out of compliance

The clarifier effluent was turbid and had excess solids. We have all made a point to watch the clarifiers carefully. We have had problems over the last couple of months with our blowers, which resulted at times with the plant not running like we want. This problem has be fixed, and it has taken a few weeks to correct the problem. The plant is now back to full speed, running like it should. I have enclosed pictures of the clarifier that shows it is clear without excess solids.

### 2) PONDS HAD EXCESS VEGETATION

This has been an ongoing problem. We have had, it seems like, rain every day during May thru September. We are not able to get a tractor in the ponds. Our hope is that within the month we will have them like they should be. We have brought around the ponds under control. We have hired a company to bring in their excavator to clean out parts of the ponds, however, we have to wait until we do something that we discuss in part 4.

### 3) EFFLUENT QUALITY

This was the same problem we had in # 1. I did not know or realize that the reports from October, 2015, May, June and July of 2016 was out of compliance. Our operator at that time never told me. We have a new operator now, who keeps us well informed of any problems that may come up.

### 4) EFFLUENT DISPOSAL

Resting of the percolation ponds is a very big problem. I believe in being honest, we have never done this. When Pierce "Tom" Graney was my partner, and when Glen Davis was our operator I asked a couple of times if we did this. The answer from Tom was yes, from Glen "didn't know". We at the present time can't do this. We are in the process of finding all the buried valves, lines, etc. We can't get the excavator in the ponds until we know where all the lines and valves are. The plans we have are not accurate, it is a matter of digging until we find ever thing. I am not happy about this. If we had been doing it all along we could find the valves. Within the next month we will find everything and start this process like we should.

### 5) VEGETATION GROWTH

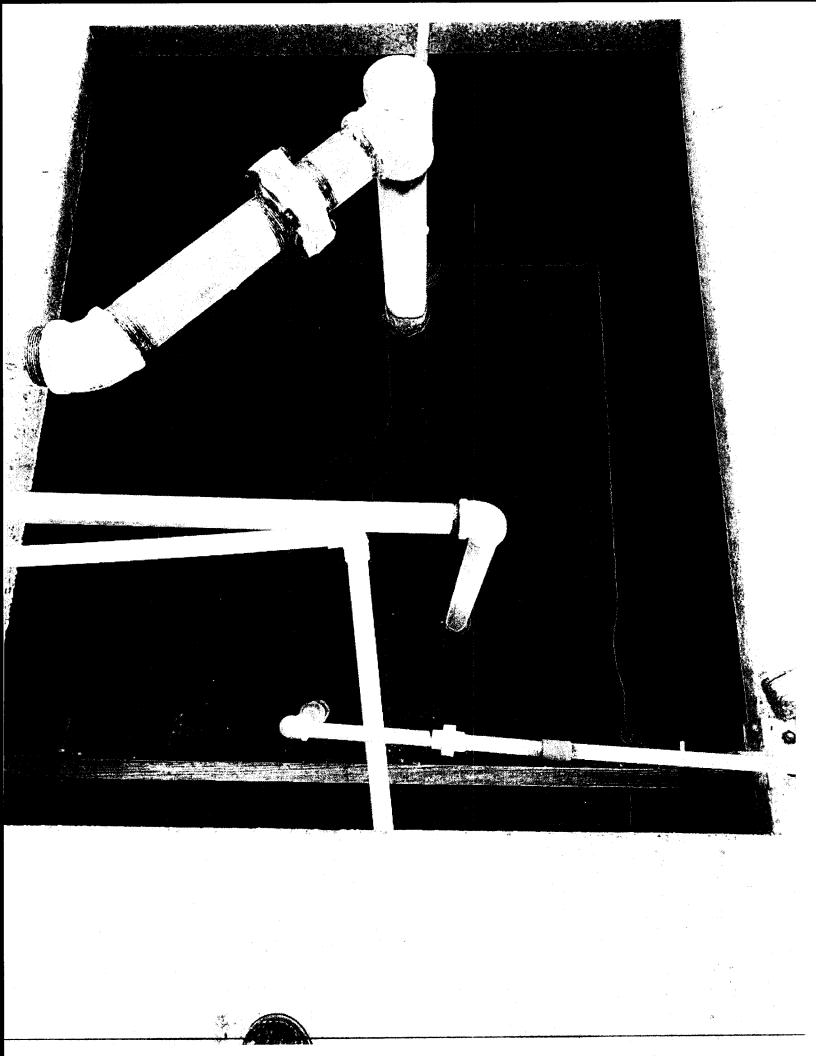
We are in the process of getting all the percolation ponds cleaned and will maintain them like required. Rain has been a problem, but now the rain has stopped for a while. We will remove the deposited solids and make sure they are level. This just takes time.

I would like to say that this is all our problems that should have been addressed in the past. I want and demand that we follow our permit, and I can see where it would have been a help now. We have good people involved who only want to get it all corrected. We just need time to do this. I am being honest when I say it can't happen overnight. I will advise when all this is done and will provide pictures to you.

Thank you for all your help, and welcome any advise you can give.

Sincerely,

Frank J Seifert, President Beaches Sewer System









## Florida Department of Environmental Protection

Rick Scott Governor

Carlos Lopez-Cantera Lt. Governor

Jonathan P. Steverson Secretary

470 Harrison Avenue Panama City, Florida 32401

September 29, 2016

Mr. Frank Seifert E S A D Enterprises, Inc Post Office Box 602 Port Saint Joe, Florida 32457 Seifert13@msn.com

RE: Compliance Assistance Offer Beaches Sewer System WWTP FLA010101 Gulf County

Dear Mr. Seifert,

An inspection was conducted at your Beaches Sewer System WWTP on August 29, 2016. During this inspection, potential non-compliance was noted. The purpose of this letter is to offer compliance assistance as a means of resolving these matters.

Specifically, potential non-compliance with the requirements of Chapter 403, Florida Statutes, and Chapters 62-640 Florida Administrative Code, were observed. Please see the attached inspection report for a full account of Department observations and recommendations.

We request you review the items of concern noted and respond in writing within 15 days of receipt of this Compliance Assistance Offer. Your written response should include one of the following:

- 1. Describe what has been done to resolve the non-compliance issue or provide a schedule describing how/when the issue will be addressed
- 2. Provide the requested information, or information that mitigates the concerns or demonstrates them to be invalid, or
- 3. Arrange for the case manager to visit your facility to discuss the item(s) of concern.

It is the Department's desire that you are able to adequately address the aforementioned issues so that this matter can be closed. Your failure to respond promptly may result in the initiation of formal enforcement proceedings.

Mr. Frank Seifert Compliance Assistance Offer Page 2 of 2 September 29, 2016

Please address your response and any questions to Josie Penton of the NW District Panama City Office at (850) 767-0045 or via e-mail at <a href="mailto:josie.penton@dep.state.fl.us">josie.penton@dep.state.fl.us</a>. We look forward to your cooperation with this matter.

Sincerely,

Lyle Seigler

Branch Administrator

LS/cms

Enclosure: Inspection Report

c: Kim Allen, FDEP Pensacola Office (Kim.Allen@dep.state.fl.us)

Krista McGraw, FDEP Pensacola Office (Krista.McGraw@dep.state.fl.us)

Bill Evans, FDEP Pensacola Office (Bill.Evans@dep.state.fl.us)

Elizabeth Orr, FDEP Pensacola Office (Elizabeth.Orr@dep.state.fl.us)

Matt Gannon, Plant Operator (themattg@yahoo.com)

# FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WASTEWATER COMPLIANCE INSPECTION REPORT

## FACILITY AND INSPECTION INFORMATION

Nam	e and Physical Loc	ation of	f Facili	ty:		WAFR	ID:				County:			Entry Date/Time:	
1	Beaches Sewer System WWTP FLA010101										Gulf		08/29/16 12:50 PM		
i	Highway 98														
1	ico Beach, Florid	a 3241	0								Phone:			Exit Date/Time:	
IVICA	ico Beach, Front	u 52 · ·	•								(850) 227-5758			08/29/16 1:45 PM	
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<del></del>	( ) CE 11 D		(2).			Title:								Phone:	
I tame(s) of Field Representative(s).													(850) 229-9292		
Mr. Frank Seifert Owner Mr. Matt Gannon Plant Operator						perator							(850) 227-8875		
[VII.	viatt Gaimon					,									
Name and Address of Permittee or Designated Representative:						e:	Title						Phone: (850) 229-9292		
	Frank Seifert							Pern	nittee					(830) 229-9292	
	Office Box 602	<b>_</b>													
Port	St. Joe, Florida 3.	2457													
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NE	2. ♦Complian	ce Sche	edules	N	Ε	4. Sam	pling		NE	7.	Flow Measurement		NC	10. ◆Effluent Disposal	
				N	Ε	5. ♦Reco	ords & Reports		NE	8.	Operation & Mainter	nance	NE	11. Biosolids/Sludge	
													NA	12. Groundwater	
NA	14. Other						· · · · · · · · · · · · · · · · · · ·						NE	13. SSO Survey	
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Sing	le Event Violatio	n Cod	e(s):											,	
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Mr. Frank Seifert Page 2 of 5 September 28, 2016

### INSPECTION REPORT SUMMARY

Facility Name: Beaches Sewer System

Facility ID: FLA010101

**Inspection Type: Complaint Inspection** 

Inspection Date: 08/29/2016

### **FACILITY BACKGROUND:**

Facility Address: 820 Highways 98, Mexico Beach, Florida 32410

Program/Permit Information: DW, permit issue date: 02/26/2015, expiration date:

02/25/2025

Treatment Summary: This is an activated sludge wastewater treatment facility that is operated

in the contact stabilization mode with reuse to three percolation ponds.

Permitted Capacity: 0.070 million gallons per day (MGD)

1. PERMIT: Not Evaluated

2. COMPLIANCE SCHEDULES: Not Applicable

3. LABORATORY: Not Evaluated

4. SAMPLING: Not Evaluated

5. RECORDS AND REPORTS: Not Evaluated

6. FACILITY SITE REVIEW: Out of Compliance

<u>Deficiency Description</u>: The clarifier effluent was turbid and had excessive solids.



Figure 1: Floating solids in the clarifier

Mr. Frank Seifert Page 3 of 5 September 28, 2016.

Corrective Action: In your response to this report, please address the above violations including steps to be taken to identify and control their sources.

<u>Deficiency Description</u>: The ponds had excessive vegetation.

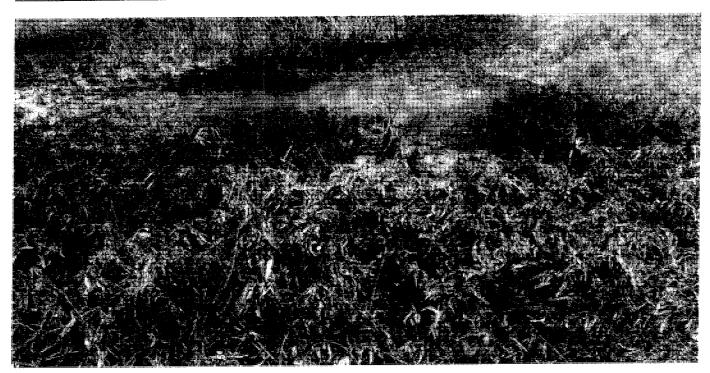


Figure 2: Excessive vegetation in the pond started decaying giving off strong odors

<u>Corrective Action</u>: In your response to this report, please address the above violations including steps to be taken to identify and control their sources.

7. FLOW MEASUREMENT: Not Evaluated

8. OPERATION AND MAINTENANCE: Not Evaluated

9. EFFLUENT QUALITY: Out of Compliance

<u>Deficiency Description</u>: A review of the DMRs for the period from November 2013 through July 2016 indicated the following effluent quality and/or permit limit violations.

Date	Parameters	Permit Limit	Analytical Value
7/31/2016	Solids, Total Suspended MO Avg.	30.0 mg/L	41 mg/L
7/31/2016	BOD, Carbonaceous 5-day Max.	60.0 mg/L	>24 mg/L
7/31/2016	BOD, Carbonaceous 5-day MO Avg.	30.0 mg/L	>24 mg/L
7/31/2016	BOD, Carbonaceous 5-day WK Avg.	45.0 mg/L	>24 mg/L
6/30/2016	Solids, Total Suspended MO Avg.	30.0 mg/L	44 mg/L
5/31/2016	Solids, Total Suspended MO Avg.	30.0 mg/L	37 mg/L
10/31/2015	Solids, Total Suspended MO Avg.	30.0 mg/L	41 mg/L

Mr. Frank Seifert Page 4 of 5 September 28, 2016

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

<u>Corrective Action</u>: In your response to this report, please address the violations in the table above, including steps to be taken to identify and control their sources.

## 10. EFFLUENT DISPOSAL: Out of Compliance

<u>Deficiency Description</u>: Permit Condition IV.A.3: The three percolation ponds (total bottom area of 39,240 SF) normally shall be loaded for 7 days and shall be rested for 7 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. At the time of this inspection, the effluent had been directed only to the middle pond for several months, and allowed to overflow to the adjacent percolation ponds. The ponds were not being loaded and rested in accordance with the above permit conditions.

<u>Deficiency Description</u>: Permit Condition IV.A.4: Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. At the time of this inspection, the three percolation ponds contained excessive vegetation, and the scarification or removal of deposited solids had not been done as required.



Figure 3: Percolation ponds were not being rotated in accordance with permit conditions. In addition, ponds were not being properly maintained; they were wet and overgrown.

Mr. Frank Seifert Page 5 of 5 September 28, 2016

<u>Corrective Action</u>: In your response to this report, please address the above violations including steps to be taken to identify and control their sources.

- 11. BIOSOLIDS/SLUDGE: Not Evaluated
- 12. GROUNDWATER: Not Applicable
- 13. SANITARY SEWER OVERFLOW (SSO) SURVEY: Not Evaluated

Additional Comments: Sanitary sewer overflow regulations only apply to domestic wastewater facilities. All industrial or domestic facilities however must report any unauthorized releases of wastewater (spills) to the Department. This requirement is applicable to all facilities with a discharge. If a spill is less than 1,000 gallons, and is not expected to reach surface waters, the report may be made to the District Office at (850) 595-0659 or (850) 595-0673, or to the State Watch Office (SWO) at (800) 320-0519. If the spill is 1,000 gallons or more, and/or if the spill (of any size) reaches surface waters, the report must be made to the SWO. If there is a question whether or not a spill has reached (or will reach) surface waters, the facility should err on the side of safety and report the spill to the SWO.

14. OTHER: Not Applicable



## Florida Department of Environmental Protection

Rick Scott Governor

Carlos Lopez-Cantera Lt. Governor

Jonathan P. Steverson Secretary

470 Harrison Avenue Panama City, Florida 32401

September 29, 2016

Mr. Frank Seifert E S A D Enterprises, Inc Post Office Box 602 Port Saint Joe, Florida 32457 Seifert13@msn.com

RE:

Compliance Assistance Offer Beaches Sewer System WWTP FLA010101

Gulf County

Dear Mr. Seifert,

An inspection was conducted at your Beaches Sewer System WWTP on August 29, 2016. During this inspection, potential non-compliance was noted. The purpose of this letter is to offer compliance assistance as a means of resolving these matters.

Specifically, potential non-compliance with the requirements of Chapter 403, Florida Statutes, and Chapters 62-640 Florida Administrative Code, were observed. Please see the attached inspection report for a full account of Department observations and recommendations.

We request you review the items of concern noted and respond in writing within **15 days** of receipt of this Compliance Assistance Offer. Your written response should include one of the following:

- 1. Describe what has been done to resolve the non-compliance issue or provide a schedule describing how/when the issue will be addressed
- 2. Provide the requested information, or information that mitigates the concerns or demonstrates them to be invalid, or
- 3. Arrange for the case manager to visit your facility to discuss the item(s) of concern.

It is the Department's desire that you are able to adequately address the aforementioned issues so that this matter can be closed. Your failure to respond promptly may result in the initiation of formal enforcement proceedings.

Mr. Frank Seifert Compliance Assistance Offer Page 2 of 2 September 29, 2016

Please address your response and any questions to Josie Penton of the NW District Panama City Office at (850) 767-0045 or via e-mail at <a href="mailto:josie.penton@dep.state.fl.us">josie.penton@dep.state.fl.us</a>. We look forward to your cooperation with this matter.

Sincerely,

Lyle Seigler

Branch Administrator

LS/cms

Enclosure: Inspection Report

c: Kim Allen, FDEP Pensacola Office (Kim.Allen@dep.state.fl.us)
Krista McGraw, FDEP Pensacola Office (Krista.McGraw@dep.state.fl.us)

Bill Evans, FDEP Pensacola Office (Bill.Evans@dep.state.fl.us)

Elizabeth Orr, FDEP Pensacola Office (Elizabeth.Orr@dep.state.fl.us)

Matt Gannon, Plant Operator (themattg@yahoo.com)

# FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WASTEWATER COMPLIANCE INSPECTION REPORT

# FACILITY AND INSPECTION INFORMATION

Name and Physical Location of Facility: WAFR ID:							County:					Entry Date/Time:					
Beaches Sewer System WWTP FLA010101							Gulf				08/29/16	12:50 PM					
820	Highway 98																
Mex	ico Beach, Florid	a 3241	0								Ph	one:			Exit Date/Time:		
											(85	0) 227-5758			08/29/16	1:45 PM	
Nam	e(s) of Field Repres	sentativ	ve(s):			Ti	tle:								Phone:		
Mr.	Frank Seifert					O.	wner								(850) 229		
Mr.	Matt Gannon					Pl	ant Op	erator							(850) 227	-8875	
Non	e and Address of P			ciana	tod Da	nroca	ntativo		Title	D.					Phone:		
i	Frank Seifert	ei mitte	ec or D	signa	ieu ne	рісьс	mative.			nittee					(850) 229	-9292	
	Office Box 602																
Port	St. Joe, Florida 3	2457															
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Name(s) and Signature(s) of Inspector(s)  District Office/Phone Number  Date																	
Mort	Mark Sumner NWD/ (850) 767-0046 09/28/16																
IVIAIR	Mark Sumner     NWD/ (850) 767-0046   09/28/16																
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Sing	le Event Violatio	n Cod	le(s):														

Mr. Frank Seifert Page 2 of 5 September 28, 2016

#### INSPECTION REPORT SUMMARY

Facility Name: Beaches Sewer System

Facility ID: FLA010101

Inspection Type: Complaint Inspection

Inspection Date: 08/29/2016

#### **FACILITY BACKGROUND:**

Facility Address: 820 Highways 98, Mexico Beach, Florida 32410

Program/Permit Information: DW, permit issue date: 02/26/2015, expiration date:

02/25/2025

Treatment Summary: This is an activated sludge wastewater treatment facility that is operated

in the contact stabilization mode with reuse to three percolation ponds.

Permitted Capacity: 0.070 million gallons per day (MGD)

1. PERMIT: Not Evaluated

2. COMPLIANCE SCHEDULES: Not Applicable

3. LABORATORY: Not Evaluated

4. SAMPLING: Not Evaluated

5. RECORDS AND REPORTS: Not Evaluated

6. FACILITY SITE REVIEW: Out of Compliance

<u>Deficiency Description</u>: The clarifier effluent was turbid and had excessive solids.



Figure 1: Floating solids in the clarifier

Mr. Frank Seifert Page 3 of 5 September 28, 2016

<u>Corrective Action</u>: In your response to this report, please address the above violations including steps to be taken to identify and control their sources.

<u>Deficiency Description</u>: The ponds had excessive vegetation.



Figure 2: Excessive vegetation in the pond started decaying giving off strong odors

<u>Corrective Action</u>: In your response to this report, please address the above violations including steps to be taken to identify and control their sources.

7. FLOW MEASUREMENT: Not Evaluated

8. OPERATION AND MAINTENANCE: Not Evaluated

9. EFFLUENT QUALITY: Out of Compliance

<u>Deficiency Description</u>: A review of the DMRs for the period from November 2013 through July 2016 indicated the following effluent quality and/or permit limit violations.

Date	Parameters	Permit Limit	Analytical Value
7/31/2016	Solids, Total Suspended MO Avg.	30.0 mg/L	41 mg/L
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6/30/2016	Solids, Total Suspended MO Avg.	30.0 mg/L	44 mg/L
5/31/2016	Solids, Total Suspended MO Avg.	30.0 mg/L	37 mg/L
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Mr. Frank Seifert Page 5 of 5 September 28, 2016

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- 11. BIOSOLIDS/SLUDGE: Not Evaluated
- 12. GROUNDWATER: Not Applicable

# 13. SANITARY SEWER OVERFLOW (SSO) SURVEY: Not Evaluated

Additional Comments: Sanitary sewer overflow regulations only apply to domestic wastewater facilities. All industrial or domestic facilities however must report any unauthorized releases of wastewater (spills) to the Department. This requirement is applicable to all facilities with a discharge. If a spill is less than 1,000 gallons, and is not expected to reach surface waters, the report may be made to the District Office at (850) 595-0659 or (850) 595-0673, or to the State Watch Office (SWO) at (800) 320-0519. If the spill is 1,000 gallons or more, and/or if the spill (of any size) reaches surface waters, the report must be made to the SWO. If there is a question whether or not a spill has reached (or will reach) surface waters, the facility should err on the side of safety and report the spill to the SWO.

14. OTHER: Not Applicable

# WW EXAM B&C PREP AND REFRESHER

# DAY 1

Wastewater Overview 8:00 AM - 10:00 AM

Collection System Primary Treatment Secondary Treatment

Process Control and Troubleshooting 12:00 N 10:00 AM -

Lunch on Your Own 1:00 PM 12:00 N -

Microorganisms, Laboratory, and Digestion 1:00 PM -4:00 PM

# DAY 2

Math 12:00 N 8:00 AM -

Lunch on Your Own 1:00 PM 12:00 N -

Nitrogen Control 2:00 PM 1:00 PM -

Disinfection, Rules and Regulations and Safety 4:00 PM 2:00 PM -

# This class is limited to 25 attendees so get your registration in early!

Registration must be submitted to FRWA if you wish to attend the training class. There is an Administrative Fee of \$35.00 for FRWA members and \$65.00 for non- members. Members who host the training class will pay a reduced rate of \$20.00 for their attendees. You may pay by credit card online at www.frwa.net or mail your payment to the address on the front of this brochure. Payment may be made by organization check, cashier's check, or money order. If the administrative fee is paid less than five days prior to, or within ten days after the seminar, the fee will be \$85.00 for members and \$115.00 for non-members. No payments will be accepted at the seminar or over the phone. You may fax your registration to 850.893.4581, or mail it to FRWA at 2970 Wellington Circle, Tallahassee FL. 32309. FRWA must receive your written registration in order to reserve your seat. This class is subject to cancellation if registration is less than 10 attendees within 5 working days of the class. If the class is cancelled, FRWA will notify you and may only refund one half of your registration fee due to administrative cost. Please be sure to provide your correct email address on the registration form so we can contact you in case of cancellation. FRWA encourages the utility where the training class is to be held and all attendees who register to contact others to register for the training class to prevent cancellation.

It is strongly recommended that attendees/trainees receiving this notice take FRWA's On-line Introduction to Wastewater Processing. This is a great course to prepare you for the exam or as a refresher. This course includes quizzes and a final test. To access the course go to www.frwa.net and click on On-Line Training. On-Line courses are expensive to develop so there is a \$190.00 charge, however this course and the review course in this agenda will prepare you for a career as a State of Florida Certified Wastewater Operator, so this is a small price to pay!

# Registration (100615 and \$65.00 for non members. Tallahassee FL 32309 \$35.00 for FRWA Members and VA, 2970 Wellington Circle, Talla **B&C Prep** WW Exam at www.frwa.net or

Fee for each attende mail your payment to

IF YOU ARE ATTENDING) REGISTRATION (INCLUDE 3

INCLUDE

3



# BEACHES SEWER SYSTEM WWTF

# OPERATIONS AND MAINTENANCE PERFORMANCE REPORT

#### DOMESTIC WASTEWATER FACILITY PERMIT NUMBER FLA010101

ISSUE DATE:	August 19, 2009
EXPIRATION DATE:	August 18, 2014
PREPARED BY:	
ENGINEERING SOLUTION	ONS INTERNATIONAL
	No.
Todd E. Petrie, PE PE# 53204	
Date:	_



# TABLE OF CONTENTS

CHAPTER	PAGE
Certifications	3
Chapter 1 – Introduction	4
Chapter 2 - Physical Condition	7
Chapter 3 - Treatment Efficiency	8
Chapter 4 - Performance Trends	9
Chapter 5 – Operation and Maintenance Program	16
Chapter 6 – Collection System Evaluation	17
Chapter 7 – Problems, Deficiencies, and Corrective Actions	18

# **CERTIFICATIONS**

PERMITTEE:

Mr. Frank Seifert

Owner

ESAD Enterprises, Inc DBA Beaches Sewer System

PO Box 602

Port St Joe, FL 32457

I certify that I have reviewed this Operation and Maintenance Performance Report and am fully aware of the recommendations and schedules included in the report.

		Date:	
	Frank Seifert		
Title:	Owner	• • • • • • •	

**ENGINEER:** 

Mr. Todd Petrie, PE

Engineering Solutions International

116 Ledbury Drive Longwood, FL 32779

I certify that the information contained in this report is true and correct to the best of my knowledge, the report was prepared in accordance with sound engineering principles, the recommendations and schedules were discussed with the permittee or the permittee's delegated representative and the lead operator and if the recommended schedules for the corrective action are met, the facilities, when properly operated and maintained, should comply with all applicable statutes of the State of Florida and rules of the Department.

		Date:	
By: Title:	Todd E. Petrie, PE Principal Engineer, FL PE# 53204		

#### CHAPTER 1 - INTRODUCTION

ESAD Enterprises, Inc. DBA Beaches Sewer System owns the Beaches Sewer System WWTF located at 351 Sea Shores Dr, Port St Joe, FL 32456. The WWTF is operated by Glenn Davis, FL operator certification #0003280. This OMPR is being submitted pursuant to Rule 62-600.735, Florida Administrative Code (FAC), for the renewal of the facility's Domestic Wastewater Facility Permit. This report was prepared in accordance with the Florida Department of Environmental Protection (FDEP) publication entitled, "Guidelines for Preparation of Operation and Maintenance Performance Reports", dated July 1992 and covers the past three years (September 2011 through August 2014). The field evaluation was conducted on October 13, 2014. The evaluation was conducted by Lee Cain and Fred Lane, principles at Engineering Solutions International. A description of the service area and treatment process for this facility along with plant capacity, effluent limitations and facility modifications since 2009 are presented in this chapter.

#### 1.1 Service Area

The Beaches Sewer System WWTF service area consists of three hundred single family residences, and three business out-buildings consisting of one gasoline filling station, one dollar general store, and one real estate office.

# 1.2 Plant Capacity and Description

The Beaches Sewer System WWTF has a permitted capacity of 0.070 mgd annual average daily flow (AADF) and utilizes the contact stabilization method for the biological treatment process. A copy of the latest permit is included in Appendix A in the form 2A permit application submittal. The WWTF and surface land application system are located on-site. The WWTF is secured by perimeter fencing with a locked gate. See Appendix B in the form 2A permit application submittal for facility tank and pond layout, and process flow diagram.

The WWTF is a modular buried tank design (multiple separate tanks) with:

- 4 (four) aeration basins for Stabilization tanks (each are 5000+/- gallons);
- 2 (two) aeration basins for Contact tanks (each are 5000+/- gallons);
- 3 (three) clarifiers/settling basins (each are 8800+/- gallons with 124 s.f. surface area). Each has a floatables section, sludge hopper, surface scum removal or skimmer and effluent weir; One clarifier is currently offline and not in use.
- l (one) chlorine contact chamber (3500 wet gallons total);
- 4 (four) aerobic digester tanks (each are 5000+/- gallons);
- l (one) motor, and blower combination.
- l (one) cylinder container gas chlorination system for disinfection

The components of the Reuse Water Land Application system include two restricted access polishing ponds and three slow-rate percolation ponds (R-001).

The process flow diagram for the plant and effluent disposal system is provided in Appendix B in the form 2A permit application submittal. The sludge is hauled by agreement to a permitted site as per the existing Agricultural Use Plan.

#### a. Treatment Process

Wastewater generated on the site is conveyed to the WWTF via three lift stations located in the surrounding service area. Raw wastewater is discharged into the first of two contact tanks after the sludge has been stabilized after passing through the four stabilization tanks. The wastewater flows by gravity from contact tank to the second. From the second contact tank, wastewater flows is split to three clarifiers. Two clarifiers are currently in service and one clarifier influent line is capped leaving clarifier #3 out of service at this time. The RAS (Return Activated Sludge) lines from each clarifier return activated sludge to Stabilization Tank #1. The wastewater again flows via gravity through a total of four stabilization tanks before entering the first of two contact tanks as described above.

Effluent from the clarifiers flows to one chlorine contact chambers (CCC). Chlorine is dosed at the head of the tank. Water flows through the CCCs to a discharge pipe and flows by gravity to one of the two polishing ponds which then discharges into one of three slow-rate percolation ponds (R-001). The percolation ponds are rotated as needed.

When treatment plant is in normal operations, the RAS lines return Activated Sludge to the stabilization tanks. When the operator needs to waste excess sludge, valves on the WAS (Waste Activated Sludge) lines are opened sending sludge to one of the four digesters for storage and disposal. Clear liquid from the clarifier skimmers are pumped back to Contact Tank #2.

Sludge is removed periodically from the digester by the contracted hauling company. A copy of the solids hauling contract is provided in Appendix D in the form 2A permit application submittal.

Air is provided by one onsite and affixed aeration motor/blower combination that operates off of a time controller or timer mechanism.

#### b. Effluent Limits

The effluent limitations for the Beaches Sewer System WWTF are specified under the Specific Condition I.A.1 of the Domestic Wastewater Facility Permit. The effluent limitations listed in the table below apply. The effluent limit for the flow is presently specified as 0.070 mgd annual average daily flow.

Chart below lists effluent parameter limits for this site:

# EFFLUENT PERMIT PARAMETERS

			Rec	laimed Wat	Monitoring Requirements			
Parameter	Units	Max/	Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type
CBOD, 5	mg/L	Min Max	20.0	30.0	45.0	60.0	Bi-weekly; every 2 weeks	Grab
day, 20°C TSS	mg/L	Max	20.0	30.0	45.0	60.0	Bi-weekly; every 2 weeks	Grab
	SU SU	Range	-	-	-	6.0 -8.5	5 Days/wk	Grab
pH Coliform,	#/100 ML	Max	200	200 Geometric Mean	-	800	Bi-weekly; every 2 weeks	Grab
Fecal Total Residual Chlorine	mg/L	Min	_	-		0.5	5 Days/wk	Grab

# c. Influent Limits

The influent limitations for the Beaches Sewer System WWTF are specified under the Specific Condition I.B.1 of the Domestic Wastewater Facility Permit. The influent limitations listed in the table below apply.

# INFLUENT PERMIT PARAMETERS

				Limita	Monitoring Requirements			
Parameter	Units	Max/ Min	Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type
Flow	MGD	Max	0.070	-	-	-	5 Days/wk	Meter
Percent Capacity (TMADF/Permitte	Percent	Max	-	Report	-	_	Monthly	Calc.
d Capacity) x 100	MG/L	Max	Report	-	_	-	Annually	Grab
day, 20 <sup>0</sup> C TSS	MG/L	Max	Report	-	_	-	Annually	Grab

# CHAPTER 2 – PHYSICAL CONDITION

The physical condition of each unit process for the WWTF as observed during the plant inspection is described below:

- 2.1 The three lift station sites were well maintained. Pumps appeared to be operating properly. One station was operating one pump only.
- The six aeration basins acting as Contact Tanks and Stabilization Tanks appeared to be in good structural condition. Sludge was a medium to dark brown possibly indicating and old sludge in aerated mixed liquor. Aeration appeared to be sufficient and reasonably distributed with a few noted dead spots in the tanks where the diffusers may be clogged. Aeration created sufficient turbulence. All aeration tanks had measurable amounts of sediment (sand/grit) noted on the bottom of each tank measuring anywhere from 6-inches to 22-inches.
- Two of the three clarifiers were in operation during the site visit. Scum removal (via fixed-level skimmers) was functioning when the blowers were in operation and sludge was recycled back to the first stabilization basin. The weirs and baffles appeared in good condition. The units appeared to be in good structural condition. The third clarifier was off line and needed some work before placing online.
- 2.4 The CCC effluent was clear at the time of inspection. A buildup of solids was noted in the bottom of the CCC. The unit appeared to be in good structural condition. The sonic flow meter was recently calibrated (calibration certification is included in Appendix C in the form 2A permit application submittal). The CCC was observed to be operating properly.
- 2.5 The effluent disposal system consists of two polishing ponds and three slow-rate percolation ponds (R-001). The polishing ponds had standing water as expected. The percolation ponds varied from wet to dry depending on the pond. Recent rains may have accumulated in ponds. No depressions were observed in the ponds. The grass was maintained and the area clean with only a little debris in the area.
- 2.6 Posted signs were observed on the main gate.
- 2.7 The WWTF site was enclosed with a fence and appeared in good condition.

In summary, the site was generally clean. Chain link fencing surrounds the treatment site. One sign was on the fence identifying the site and one sign identifying contact information was observed.

# CHAPTER 3 – TREATMENT EFFICIENCIES

The WWTF is a modular buried tank design (multiple separate tanks) with four aeration basins for Stabilization tanks, two aeration basins for Contact tanks, three clarifiers (one offline), one chlorine contact chamber, and four digester tanks. Intermediate sampling per treatment unit is not performed, as it is not required by permit. Permit limitations are presented in Chapter 1. Performance trends for monitored constituents are presented in Chapter 4. Overall treatment efficiency was evaluated based on the influent and effluent sample results. The results are as follows:

# Average Efficiencies (September 2011 to August 2014):

BOD, Carbonaceous 5 day

186 mg/L Influent

2.4 mg/L Effluent

(186 mg/L - 2.4 mg/L) / 186 mg/L98.7% Efficiency

**TSS** 

125 mg/L Influent 5.1 mg/L Effluent

(125 mg/L - 5.1 mg/L) / 125 mg/L95.9% Efficiency

Individual component efficiencies were calculated and are presented in Table 3-1 below.

TABLE 3-1

en e	UNIT PRO	TABLE 3	ATING CRITERA		
UNIT PROCESS	CAPACITY (gallons)	EXISTING AADF	PERMITTED AADF	RECOMMENDED DESIGN PARAMETERS FOR CONTACT STABILIZATION	
ginger growth and the second s		Aeration			
Volumetric Loading	30,000	11.6	27.0	10-25 lb. CBOD5/d/1000 cu. Ft.	
Detention Time		24	10	18-36 hours	
Determination (mark		Settling			
Surface loading rate	15,600	240	560	<1,000 gpd/sq. ft.	
Surface loading rate	,	Disinfecti	on		
Chlorine Contact Time	3,500	168	72	>15 minutes ber 11 to August 2014).	

Notes: 1.

- AADF is average of period analyzed (September 11 to August 2014).
- One Clarifier is currently offline. 2.

Based on Recommended Standards for Wastewater Facilities, 1997 Edition.

#### CHAPTER 4 – PERFORMANCE TRENDS

Trends with respect to influent and effluent quality and plant flow are presented in this chapter. Influent and effluent results were obtained from the Discharge Monitoring Reports (DMRs) and evaluated from September 2011 to August 2014.

#### 4.1 Flow

The Fisher Porter ultra-sonic flow meter was last calibrated by Don Kaiser with Water Treatment and Controls Company on January, 6, 2014 and is in good operating condition. A copy of the meter and pump calibration report is included in Appendix C in the form 2A permit application submittal.

Effluent flows including monthly average and peak day for the analyzed period are presented in Table 4-1. As indicated, the average flows are within the permitted annual average daily flow and tend to be fairly consistent with higher flows during summer vacation season since some of the beach houses are filled during that time. Peak flows vary without any particular pattern.

One peak flow day exceeded permitted ADF capacity (highlighted in yellow in Table 4-1). There does seem to be a correspondence with the Florida rainy season. A minor inspection of the collection system indicated that the manhole lids themselves may be the culprit.

The AADF to the plant capacity for the analyzed period is 45% and little to no increase is anticipated during the next permit period. An abbreviated Capacity Analysis Report (CAR) was prepared and is provided in a separate document.

#### 4.2 Influent Loading

A grab sample is collected annually to monitor influent loadings. Influent loadings for CBOD5 and TSS for the analyzed period are presented in Table 4-2. Influent CBOD5 results ranged between 60 mg/L and 351 mg/L with an average of 213 mg/L. Influent TSS results ranged between 56 mg/L and 1354 mg/L with an average of 628 mg/L.

#### 4.3 Effluent Quality

Laboratory analysis results listed on the DMRs for the effluent parameters of Flow, CBOD5, TSS, and fecal coliform for the evaluated period are presented in Table 4-1. As indicated in the table, the results for almost all effluent parameters tested were within permit limits.

There were five instances (highlighted in yellow in Table 4-1) where the monthly CBOD5 effluent limit was exceeded for a monthly sample permit limit of 30 mg/L. One CBOD sample also exceeded the single grab sample permit limit of 60 mg/L.

There were five instances where the TSS single sample effluent limit of 30 mg/L was exceeded. No TSS samples exceeded the single grab sample permit limit of 60 mg/L.

CBOD5 and TSS samples are taken monthly. No pattern could be determined from the failures. However, in some cases, Malfunction Reports were filed around the time of the failures stating that the "Plant experienced heavy foaming and suds with a milky colored influent – possibly a cleaning product or floor cleaner from one of tenants in the strip mall." This could account for some of the failures.

A review of the DMRs for the period indicated good chlorine with residuals consistently meeting or exceeding the permit minimum criteria of 0.5 mg/L. Results for pH were also generally good and within permit criteria. Both criteria are presented in Table 4-3.

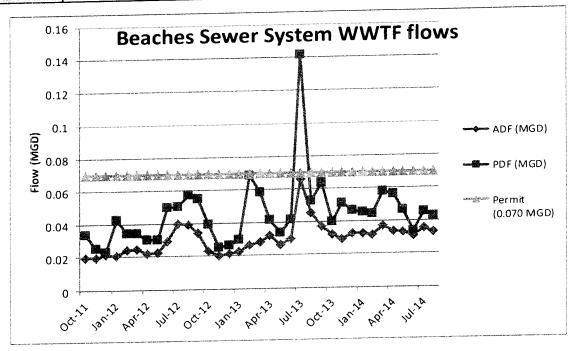
#### 4.4 Disinfection

The effluent is currently disinfected by a chlorine gas system using a chlorine gas cylinder, scale and feeding head with booster pump. Readings for the last few years show adequate disinfection although some of the fecal results still exceeded the maximum single sample limit of 800 mg/L. The fecal exceedances do not seem to reflect the

**TABLE 4.1** 

		Beache Flo	es Sewer S ws & Efflu	ystem WWT ent Quality	F	
Month	ADF (MGD)	AADF (MGD)	PDF (MGD)	CBOD Average (mg/L)	TSS Average (mg/L)	FECAL COLONIES Max
Sep-11	0.0213		0.0353	2.0	1.9	1.8
Oct-11	0.0195		0.0337	3.5	2	1.8
Nov-11	0.0196		0.0250	2.0	6.9	1.8
Dec-11	0.0214		0.0228	2.5	9	2
	0.0214		0.0429	2.0	7	2
Jan-12	0.0209		0.0342	2.0	8	1600
Feb-12	0.0245		0.0341	2.4	3.4	4.5
Mar-12	0.0243		0.0305	1.9	2.8	1.8
Apr-12	0.0220		0.0305	1.9	5	350
May-12			0.0499	2.0	7	920
Jun-12	0.0294		0.0504	2.7	3	49
Jul-12	0.0402	0.0255	0.0575	1.6	1.8	350
Aug-12	0.0396	0.0255	0.0553	2.0	3.5	240
Sep-12	0.0344	0.0263	0.0394	2.0	3.5	4.5
Oct-12	0.0230	0.0268	0.0255	1.9	6	2
Nov-12	0.0199		0.0255	2.0	5	4.5
Dec-12	0.0211	0.0268	0.0203	2.0	4.3	170
Jan-13	0.0227	0.0270	0.0296	2.0	6	11
Feb-13	0.0266	0.0272	0.0686	4.0	5.5	1.8
Mar-13	0.0279	0.0275	0.0383	2.5	7.5	920
Apr-13	0.0321	0.0283	<u> </u>	2.0	3	2
May-13	0.0261	0.0286	0.0338	3.0	11.5	1600
Jun-13	0.0296	0.0286	0.0416	5.0	10	220
Jul-13	0.0658	0.0307	0.1413	3.5	3.6	79
Aug-13	0.0457	0.0312	0.0528	<u> </u>	3.5	17
Sep-13	0.0372	0.0315	0.0639	2.0	3.5	1600
Oct-13	0.0318	0.0322	0.0398	2.0	7	1.8
Nov-13	0.0290	0.0330	0.0512		3	79
Dec-13	0.0324	0.0339	0.0465	3.0		

Ť 1 /	0.0327	0.0347	0.0457	2.0	4	540
Jan-14		0.0352	0.0443	1.9	3	1.8
Feb-14	0.0315	0.0352	0.0119	2.0	8.5	6.8
Mar-14	0.0370	0.0359	0.0565	2.5	2	2
Apr-14	0.0339	0.0366	0.0363	2.0	1.9	2
May-14 Jun-14	0.0330	0.0367	0.0338	2.0	9	2
Jun-14 Jul-14	0.0356	0.0342	0.0456	2.0	6	17
Aug-14	0.0330	0.0332	0.0425	2.4	4	1.8
Overall Ave	0.0300	0.0310	0.0454	2.4	5.1	245



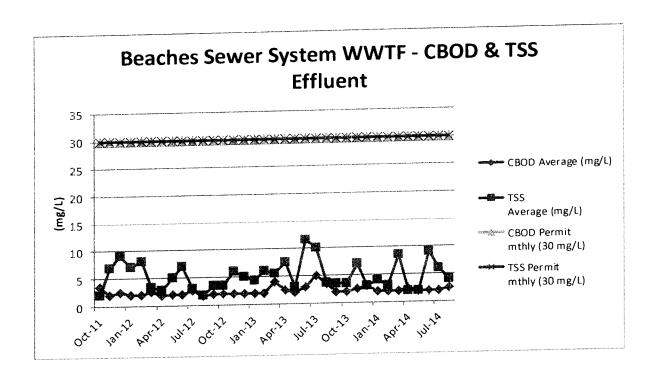


TABLE 4-2

Beaches Sewer System	WWTF
Effluent Quality Res	

Effluent Quanty Results					
CBOD Average (mg/L)	CBOD Annual Average (mg/L)	TSS Average (mg/L)	TSS Annual Average (mg/L)	Fecal Colonies Max	Fecal Colonies Annual Average (mg/L)
2.0		1.9		1.8	
		2.0		1.8	
		6.9		1.8	
		9.0		2	
		7.0			
		8.0		1600	
		3.4		4.5	
		2.8		1.8	
		5.0			
		7.0			
2.7		3.0			
	2.2	1.8	4.8	350	274
	2.2	3.5	5.0	240	294
	2.1	3.5	5.1	4.5	294
	2.1	6.0	5.0	2	294
	2.0	5.0	4.7	4.5	294
	2.0	4.3	4.4	170	308
	2.0	6.0	4.3	11	176
	2.2	5.5	4.5	1.8	175
2.5	2.2	7.5	4.8		252
	2.2	3.0	4.7	<u> </u>	223
3.0	2.3	11.5	5.1		280
5.0	2.5	10.0	5.6	220	294
	2.7	3.6	5.8	79	271
2.0	2.7	3.5	5.8	17	253
2.0	2.7	3.5	5.8	1600	386
2.5	2.7	7.0	5.9	1.8	386
	2.8	3.0	5.7	79	392
2.0	2.8	4.0	5.7	540	423
1.9	2.8	3.0	5.4	1.8	422
	Average (mg/L)  2.0  3.5  2.0  2.5  2.0  2.4  1.9  1.9  2.0  2.7  1.6  2.0  2.0  2.0  2.0  3.0  5.0  3.5  2.0  2.5  3.0  2.5  3.0  2.5  3.0  2.0	CBOD Average (mg/L)       Annual Average (mg/L)         2.0       3.5         2.0       2.5         2.0       2.4         1.9       1.9         2.0       2.7         1.6       2.2         2.0       2.1         1.9       2.1         2.0       2.0         2.0       2.0         2.0       2.0         2.0       2.0         2.0       2.2         3.0       2.3         5.0       2.5         3.5       2.7         2.0       2.7         2.5       2.7         3.0       2.8         2.0       2.8	CBOD Average (mg/L)       Annual Average (mg/L)       Average (mg/L)         2.0       1.9         3.5       2.0         2.0       6.9         2.5       9.0         2.0       7.0         2.0       8.0         2.4       3.4         1.9       2.8         1.9       5.0         2.0       7.0         2.7       3.0         1.6       2.2       1.8         2.0       2.1       3.5         2.0       2.1       3.5         2.0       2.0       5.0         2.0       2.0       4.3         2.0       2.0       4.3         2.0       2.0       4.3         2.0       2.0       5.5         2.5       2.2       7.5         2.0       2.2       3.0         3.0       2.3       11.5         5.0       2.5       10.0         3.5       2.7       3.6         2.0       2.7       3.5         2.0       2.7       3.5         2.0       2.7       3.5         2.0       2.7       3.5	CBOD Average (mg/L)         Annual Average (mg/L)         TSS Average (mg/L)         Annual Average (mg/L)           2.0         1.9         3.5         2.0         2.0           2.0         6.9         2.5         9.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         2.0         4.3         4.4         4.2         2.0         2.0         2.0         4.3         4.4         4.2         2.0         2.0         2.0         4.3         4.4         4.2         2.0         2.0         2.0         4.3         4.4         4.2         2.0         2.0         2.0         4.3         4.4         4.2         2.0         2.0         4.3         4.4         4.2         3.0         4.7         3.0         2.5         4.5         4.5         4.5         4.5         4.5 <td>CBOD Average (mg/L)         Annual Average (mg/L)         Average (mg/L)         Annual Average (mg/L)         Fetal Colonies Max           2.0         1.9         1.8           3.5         2.0         1.8           2.0         6.9         1.8           2.5         9.0         2           2.0         7.0         2           2.0         8.0         1600           2.4         3.4         4.5           1.9         2.8         1.8           1.9         5.0         350           2.0         7.0         920           2.7         3.0         49           1.6         2.2         1.8         4.8         350           2.0         2.1         3.5         5.0         240           2.0         2.2         3.5         5.0         240           2.0         2.1         3.5         5.1         4.5           1.9         2.1         6.0         5.0         2           2.0         2.0         4.3         4.4         170           2.0         2.0         4.3         4.4         170           2.0         2.2         5.5</td>	CBOD Average (mg/L)         Annual Average (mg/L)         Average (mg/L)         Annual Average (mg/L)         Fetal Colonies Max           2.0         1.9         1.8           3.5         2.0         1.8           2.0         6.9         1.8           2.5         9.0         2           2.0         7.0         2           2.0         8.0         1600           2.4         3.4         4.5           1.9         2.8         1.8           1.9         5.0         350           2.0         7.0         920           2.7         3.0         49           1.6         2.2         1.8         4.8         350           2.0         2.1         3.5         5.0         240           2.0         2.2         3.5         5.0         240           2.0         2.1         3.5         5.1         4.5           1.9         2.1         6.0         5.0         2           2.0         2.0         4.3         4.4         170           2.0         2.0         4.3         4.4         170           2.0         2.2         5.5

Mar-14	2.0	2.6	8.5	5.7	6.8	422
Apr-14	2.5	2.6	2.0	5.2	2	346
May-14	2.0	2.6	1.9	5.1	2	346
	2.0	2.5	9.0	4.9	2	213
Jun-14	2.0	2.3	6.0	4.6	17	196
Jul-14			4.0	4.6	1.8	189
Aug-14	2.4	2.2	4.0	1.0		

TABLE 4-3

TABLE +-3					
Beaches WWTF					
Effluent Quality Results					
Month/ Year	TRC Minimuim (mg/L) (0.5)	pH Minimum (SU) (6.5)	pH Maximum (SU) (8.5)		
Sep-11	1.7	6.7	7.1		
Oct-11	2.0	6.5	7.2		
Nov-11	1.44	6.8	7.0		
Dec-11	1.1	6.7	7.2		
Jan-12	1.2	6.8	7.0		
Feb-12	1.7	6.8	7.0		
Mar-12	1.4	6.8	7.3		
Apr-12	1.9	6.9	7.1		
May-12	1.2	6.9	7.1		
Jun-12	0.92	6.6	7.5		
Jul-12	0.72	6.8	7.1		
Aug-12	1.0	6.5	7.2		
Sep-12	1.1	6.7	7.1		
Oct-12	0.7	6.7	7.0		
Nov-12	1.0	6.5	7.0		
Dec-12	1.7	6.8	7.0		
Jan-13	1.1	6.9	7.0		
Feb-13	0.89	6.8	7.2		
Mar-13	0.92	6.8	7.1		
Apr-13	1.1	6.8	7.1		
May-13	1.0	6.7	7.2		
Jun-13	0.7	6.9	7.3		
Jul-13	0.77	6.9	7.4		
Aug-13	0.91	6.6	7.2		

Sep-13	1.0	6.6	7.1
Oct-13	0.53	6.7	7.4
Nov-13	0.64	6.7	7.1
Dec-13	0.8	6.6	7.1
Jan-14	1.2	6.8	7.1
Feb-14	1.0	6.8	7.2
Mar-14	0.8	6.9	7.2
Apr-14	1.0	6.7	7.1
May-14	0.94	6.5	7.1
Jun-14	1.1	6.8	7.1
Jul-14	0.9	6.8	7.2
Aug-14	0.7	6.8	7.1

# CHAPTER 5 – OPERATION AND MAINTENANCE PROGRAM

The Beaches Sewer System WWTF is classified as a Category II, Class C facility in accordance with Chapter 62-699, F.A.C. A Class D or higher operator is required to be at the plant for (5) five nonconsecutive ½ hour visits per week plus a weekend visit. The operations staff for the facility includes at one operator with Class C license or higher.

In general, the operation and maintenance procedures for the plant are good. Daily operations and maintenance are noted in the bound log book. Log books are located at the plant site. DMRs and laboratory test results should be available for the past 5 years and are maintained at the onsite office and the owner's business office. Laboratory tests are required to be performed by a certified laboratory (current lab: The Water Spigot) or under the direction of a certified operator.

An Operation and Maintenance Manual (O&MM) is on site and has been provided to the operations company. Record drawings are at the offices of the owner and have been provided to the operator. The most recent FDEP inspection report and response are provided in Appendix E in the form 2A permit application submittal. Present operation and maintenance procedures along with an O&MM will provide reasonable assurance that the facilities will comply with applicable statues of the State of Florida and rules of the FDEP. No significant changes have occurred to the facility since the current operating permit was issued.

# CHAPTER 6 – COLLECTION SYSTEM EVALUATION

The gravity system collects wastewater from 300 single family homes and three businesses into three different collection systems and transmits the sewage to one of three lift stations located in different parts of nearby subdivisions. The lift stations pump wastewater to Contact Tank #1 at the WWTP.

The collection system appeared to be function adequately. Some inflow or infiltration has been noted during heavy rain seasons, but it is unclear where the infiltration is. It is possible that Manhole Infiltration Inserts under lids may assist in inflow issues as the manholes are located in the streets and the streets do float slightly in some low lying areas. The lift station structure was secure as was the lift station panels.

Septic conditions were not present at the WWTF. Septic wastewater loads from hauling trucks or RVs are not accepted at the WWTF. The WWTF does not receive industrial wastewater flows.

# CHAPTER 7 – PROBLEMS, DEFICIENCIES AND CORRECTIVE ACTIONS

Overall, the plant is in satisfactory operating condition and in satisfactory mechanical condition. The structural integrity of the tank components appears to be sound and the plant components and controls operate properly. The effluent limits specified in Chapter I have been met on a regular basis with few exceptions.

Below is a list of Deficiencies found that require attention. However, it has become known to us that the owner of the Beaches Sewer System WWTF is in discussions with the local municipality to purchase the system in order to tie the sewage flows onto the municipal sewage collection system for treatment offsite. Schedules are therefore suggested to be in an appropriate length of time to allow these negotiations to conclude. If the sewage flows from Beaches Sewer System is routed to the municipal treatment facility, some of these suggested repairs are mute.

#### 7.1 Deficiencies

- 1. Replace the non-working lift station pump in order to meet the dual pumping system requirement.
- 2. Remove sand from all aeration bays and clean diffusers.
- 3. Make appropriate repairs to the #3 clarifier and place into service. Repairs will include two new baffles (incoming and outgoing flows), a new weir, and possible repairs to skimmer.
- 4. Perform I&I (Inflow & Infiltration) Study. Installation of Manhole Infiltration Inserts under lids to catch rain water is suggested due to ponding around manholes.
- 5. Remove any sludge build up and scarify bottom of ponds.

#### 7.2 Corrective Actions

	Corrective Action	Completion Date (to be completed by)
1.	Replace lift station pump.	Feb 1, 2015
2.	Remove sand from aeration bays.	May 1, 2015
	Repair Clarifier #3 and place in service.	May 1, 2015
	Install Manhole Infiltration Inserts under lids – I&I Study.	Feb 1, 2015
5.	Remove sludge in ponds – clean ponds.	May 1, 2015

**SUMMARY** 

The WWTF is in reasonable condition overall and appears to be functioning well. With corrective actions, the facility should operate satisfactorily for the next 5 year permitting cycle.