

West Lakeland Wastewater
3336 Grand Blvd. Suite 102
Holiday, FL. 34690

October 23, 2017

Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL. 32399

RECEIVED-FPSC
2017 OCT 25 AM 10:01
COMMISSION
CLERK

Re: Application for a Staff Assisted Rate Case for West Lakeland Wastewater, Inc. in Polk County.

Dear Commission Clerk:

Enclosed please find an application for a staff assisted rate case for West Lakeland Wastewater, Inc. in Polk County along with a copy of the executed spray field lease agreement and the 10 year wastewater treatment permit issued by the Department of Environmental Protection.

In this rate case, the utility asks for interim rates as well as recovery of deferred costs in Docket # 2015-0137 and recovery of costs of improvements made to the collection system.

The last SARC granted by the commission was in PSC-13-0327-PAA-SU and the last rate proceeding was a Limited Proceeding in PSC-15-0019.

On behalf of the utility,



Michael Smallridge

G. List of Associated Companies and Addresses:

Pinecrest Utilities, McLeod Gardens Utilities, Charlie Creek Utilities, East Marion Utilities, Heather Hills Utilities, Orangeland Utilities, Lake Yale Utilities, Crestridge Utilities, Holiday Gardens Utilities.

All Address is : 3336 Grand Blvd. Suite 102 Holiday, FL. 34690

H. If you have retained an attorney and/or a consultant to represent the utility for this application, furnish the name(s) and address(es):

Name:

Address:

II. ACCOUNTING DATA

A. Outside Accountant

- 1. Name:
- 2. Firm:
- 3. Address:
- 4. Telephone: ()

B. Individual To Contact On Accounting Matters:

- 1. Name: **Michael Smallridge**
- 2. Telephone: **(352) 302-7406**

C. Location of Books and Records: **Utility office**

D. Have you filed an Annual Report with the Commission? Yes No

Date Last Filed: **2016**

E. Has your latest Regulatory Assessment Fee Payment been made?

(January 30 or July 30 whichever is applicable) Jan 30 July 30

F. Basic Rate Base Data: (Most recent two years) N/A

1. Water:

	20	20
Cost of Plant In Service	\$ _____	\$ _____
Less Accumulated Depreciation	_____	_____
Less Contributed Plant	_____	_____
Net Owner's Investment	\$ _____	\$ _____

2. Wastewater:- See Enclosed

	20	20
Cost of Plant In Service	\$ _____	\$ _____
Less Accumulated Depreciation	_____	_____
Less Contributed Plant	_____	_____
Net Owner's Investment	\$ _____	\$ _____

G. Basic Income Statement: *(Most recet two years)*

1. Water:- N/A

	20	20
Revenues (By Class)		
a.	\$ _____	\$ _____
b.	_____	_____
c.	_____	_____
Total Operating Revenues:	\$ _____	\$ _____
Less Expenses:		
a. Salaries & Wages - Employees	_____	_____
b. Salaries & Wages - Officers, Directors, & Majority Stockholders	_____	_____
c. Employee Pensions & Benefits	_____	_____
d. Purchased Water	_____	_____
e. Purchased Power	_____	_____
f. Fuel for Power Production	_____	_____
g. Chemicals	_____	_____
h. Materials & Supplies	_____	_____
i. Contractual Services	_____	_____
j. Rents	_____	_____
k. Transportation Expenses	_____	_____
l. Insurance Expense	_____	_____
m. Regulatory Commission Expense	_____	_____
n. Bad Debt Expense	_____	_____
o. Miscellaneous Expense	_____	_____
p. Depreciation Expense	_____	_____
q. Property Taxes	_____	_____
r. Other Taxes	_____	_____
s. Income Taxes	_____	_____
Operating Income (Loss)	\$ _____	\$ _____

III

ENGINEERING DATA

A. Outside Engineering Consultant:

- 1. Name:
- 2. Firm:
- 3. Address:
- 4. Telephone: ()

B. Individual to contact on engineering matters:

- 1. Name: **Michael Smallridge**
- 2. Telephone: **(352) 302-7406**

C. Is the utility under citation by the Department of Environmental Protection (DEP) or County Health Department?
If yes, explain: **no**

D. List any known service deficiencies and steps taken to remedy problems: **none**

E. Name of plant operator(s) and DEP operator certificate number(s) held: **Consta-Flow Lakeland Florida**

F. Is the utility serving customers outside of its certificated area? **no**
If yes, explain:

G. Wastewater:

- 1. Gallons per day capacity of treatment facilities:
 - a. Existing: **70,000**
 - b. Under Construction: **0**
 - c. Proposed: **0**

2. Type and make of present treatment facilities:

Defiant- Concrete

3. Approximate average daily flow of treatment plant effluent: **52,559**

4. Approximate length of wastewater mains:

Size (diameter):	4"	6"			
Linear feet:	1835	13,376			

5. Number of manholes: **53**

6. Number of lift stations: **3**

7. How do you measure treatment plant effluent? **meter**

8. Is the treatment plant effluent chlorinated? Yes No

If yes, what is the normal dosage rate? **About 2 tablets per day**

- 9. Tap in fees – Wastewater: \$ **See enclosed tariff**
- 10. Service availability fees – Wastewater: \$ **See enclosed tariff**
- 11. Note DEP Treatment Plant Certificate Number and date of expiration: **see enclosed permit**
Number Expiration Date:
- 12. Total gallons treated during most recent twelve months: **19,184,000**
- 13. Wastewater treatment purchased during most recent twelve months: **0**

H. Water:- N/A

- 1. Gallons per day capacity of treatment facilities:
 - a. Existing:
 - b. Under Construction :
 - c. Proposed:
- 2. Type of treatment:
- 3. Approximate average daily flow of treated water:
- 4. Source of water supply:
- 5. Types of chemicals used and their normal dosage rates:

- 6. Number of wells in service:
Total capacity in gallons per minute (gpm):

Diameter/Depth:	_____ / _____	_____ / _____	_____ / _____
Motor horsepower:	_____	_____	_____
Pump capacity (gpm):	_____	_____	_____

- 7. Reservoirs and/or hydropneumatic tanks:

Description:	_____	_____	_____
Capacity:	_____	_____	_____

- 8. High service pumping:

Motor horsepower:	_____	_____	_____	_____
Pump capacity (gpm):	_____	_____	_____	_____

- 9. How do you measure treatment plant production?
- 10. Approximate feet of water mains:

Size (diameter):	_____	_____	_____	_____
Linear feet:	_____	_____	_____	_____

- 11. Note any fire flow requirements and imposing government agency:
- 12. Number of fire hydrants in service:

- 13. Do you have a meter change out program? No Yes
- 14. Meter installation or tap in fees - Water \$ _____
- 15. Service availability fees - Water \$ _____
- 16. Has the existing treatment facility been approved by DEP? No Yes
- 17. Total gallons pumped during most recent twelve months:
- 18. Total gallons sold during most recent twelve months:
- 19. Gallons unaccounted for during most recent twelve months:
- 20. Gallons purchased during most recent twelve months:

IV. RATE DATA

A. Individual to contact on tariff matters:

- 1. Name: Michael Smallridge
- 2. Telephone Number: (352) 302- 7406

B. Schedule of present rates: (Attach additional sheets if more space is needed)

1. Water:

- a. Residential Water _____
- b. General Service _____
- c. Special Contract _____
- d. Other - Specify _____

Wastewater:- **See Enclosed Tariff**

2. **Sheet**

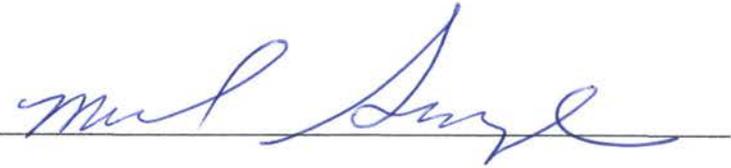
- a. Residential Wastewater _____
- b. General Service _____
- c. Special Contract _____
- d. Other - Specify _____

C. Number of Customers: (*Most recent two years*)

1. Water Metered	20	20
a. Residential	_____	_____
b. General Service	_____	_____
c. Special Contract	_____	_____
d. Other - Specify	_____	_____
2. Water Unmetered	20	20
a. Residential	_____	_____
b. General Service	_____	_____
c. Special Contract	_____	_____
d. Other - Specify	_____	_____
3. Wastewater	2015	2016
a. Residential	316	317
b. General Service	1	1
c. Special Contract	0	0
d. Other - Specify	0	0

V. AFFIRMATION

I, _____ the undersigned owner, officer, or partner of the above named public utility, doing business in the State of Florida and subject to the control and jurisdiction of the Florida Public Service Commission, certify that the statements set forth herein are true and correct to the best of my information, knowledge, and belief.

Signed 
Title President

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

UTILITY NAME: West Lakeland Wastewater, Inc.

SYSTEM NAME: _____

YEAR OF REPORT DECEMBER 31, 2016

TREATMENT PLANT

Manufacturer _____ Type _____ "Steel" or "Concrete" _____ Total Permitted Capacity _____ Average Daily Flow _____ Method of Effluent Disposal _____ Permitted Capacity of Disposal _____ Total Gallons of Wastewater treated _____	Defiant _____ Concrete _____ 70,000 _____ 52,559 _____ Irrigation _____ 19,184,000 _____	_____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____
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MASTER LIFT STATION PUMPS

Manufacturer _____ Capacity (GPM's) _____ Motor: Manufacturer _____ Horsepower _____ Power (Electric or Mechanical) _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
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PUMPING WASTEWATER STATISTICS

Months	Gallons of Treated Wastewater	Effluent Reuse Gallons to Customers	Effluent Gallons Disposed of on site
January _____	1,413,000 _____	_____	_____
February _____	1,760,000 _____	_____	_____
March _____	1,471,000 _____	_____	_____
April _____	1,458,000 _____	_____	_____
May _____	1,147,000 _____	_____	_____
June _____	1,576,000 _____	_____	_____
July _____	1,216,000 _____	_____	_____
August _____	1,748,000 _____	_____	_____
September _____	2,780,000 _____	_____	_____
October _____	2,535,000 _____	_____	_____
November _____	1,025,000 _____	_____	_____
December _____	1,055,000 _____	_____	_____
Total for year _____	19,184,000 _____	_____	_____

If Wastewater Treatment is purchased, indicate the vendor: _____

UTILITY NAME:

West Lakeland Wastewater, Inc.

YEAR OF REPORT
DECEMBER 31, 2016

PUMPING EQUIPMENT

Lift Station Number _____ Make or Type and nameplate data on pump _____	2-1 Subm	2-2 Subm	3-1 Subm	3-2 Subm	EFF1s Subm	EFF1s Subm
Year installed _____ Rated capacity _____ Size _____ Power: Electric _____ Mechanical _____ Nameplate data of motor _____	Unk 150	Unk 150	Unk 100	Unk 100	Unk 100	Unk 100
	X	X	X	X	X	X

SERVICE CONNECTIONS

Size (inches) _____ Type (PVC, VCP, etc.) _____ Average length _____ Number of active service connections _____ Beginning of year _____ Added during year _____ Retired during year _____ End of year _____ Give full particulars concerning inactive connections _____	3 1/2" PVC 50					
	315					
	302					

COLLECTING AND FORCE MAINS

	Collecting Mains			Force Mains		
Size (inches) _____ Type of main _____ Length of main (nearest foot) _____ Beginning of year _____ Added during year _____ Retired during year _____ End of year _____	6" - 12" PVC			4" - 6" PVC		
	13376			1835		
	13376			1835		

MANHOLES

Size (inches) _____ Type of Manhole _____ Number of Manholes: Beginning of year _____ Added during year _____ Retired during year _____ End of Year _____	53			
	12			
	12			

UTILITY NAME: West Lakeland Wastewater, Inc.

YEAR OF REPORT
DECEMBER 31, 2016

WASTEWATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
701	Salaries and Wages - Employees	\$ 29980
703	Salaries and Wages - Officers, Directors, and Majority Stockholders	8100
704	Employee Pensions and Benefits	3629
710	Purchased Wastewater Treatment	0
711	Sludge Removal Expense	8400
715	Purchased Power	11426
716	Fuel for Power Production	415
718	Chemicals	763
720	Materials and Supplies	1520
723	Equipment Rental	937
725	Repairs & Maintenance	10676
730	Contractual Services:	
	Billing	0
	Professional	7801
	Testing	1176
	Other	24357
740	Rents	2532
745	Telephone & Internet	2681
750	Transportation Expense	4831
755	Insurance Expense	2709
760	Utilities	341
765	Regulatory Commission Expenses (Amortized Rate Case Expense)	0
770	Bad Debt Expense	1485
775	Miscellaneous Expenses	8962
	Total Wastewater Operation And Maintenance Expense	\$ 132721 *

* This amount should tie to Sheet F-3.

WASTEWATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of ter Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
Residential Service					
All meter sizes	D	1.0	304	310	310
General Service					
5/8"	D	1.0			
3/4"	D	1.5			
1"	D	2.5			
1 1/2"	D,T	5.0			
2"	D,C,T	8.0			
3"	D	15.0			
3"	C	16.0			
3"	T	17.5			
Unmetered Customers Other (Specify)					
Total			304	310	310

** D = Displacement
C = Compound
T = Turbine

UTILITY NAME: West Lakeland Wastewater, Inc.

YEAR OF REPORT
DECEMBER 31, 2016

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
354	Structures and Improvements	27	%	3.70 %	\$ 1778	\$	\$ 274	\$ 2052
355	Power Generation Equipment	17	%	5.88 %				
360	Collection Sewers - Force	27	%	3.70 %	7591	184		7407
361	Collection Sewers - Gravity	40	%	2.50 %	99941			99941
362	Special Collecting Structures	37	%	3.70 %				
363	Services to Customers	35	%	2.86 %	16503			16503
364	Flow Measuring Devices	5	%	20.00 %	2161			2161
365	Flow Measuring Installations	35	%	2.86 %	952			952
370	Receiving Wells	25	%	4.00 %	30575		1438	32013
371	Pumping Equipment	15	%	6.67 %	633		399	1032
380	Treatment and Disposal Equipment	15	%	6.67 %	75787		3165	78952
381	Plant Sewers	32	%	3.13 %				
382	Outfall Sewer Lines	25	%	4.00 %	3723		240	3963
389	Other Plant and Miscellaneous Equipment	15	%	6.67 %				
390	Office Furniture and Equipment	15	%	6.67 %	147		42	189
391	Transportation Equipment	6	%	16.67 %			74	74
392	Stores Equipment	18	%	5.56 %				
393	Tools, Shop and Garage Equipment	15	%	6.67 %				
394	Laboratory Equipment	15	%	6.67 %				
395	Power Operated Equipment	10	%	10.00 %				
396	Communication Equipment	10	%	10.00 %				
397	Miscellaneous Equipment	15	%	6.67 %				
398	Other Tangible Plant	10	%	10.00 %				
	Totals				\$ 239791	\$ 184	\$ 5632	\$ 245239 *

* This amount should be to Sheet F-5.

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 15.62
Charge per 1,000 gallons 6,000 gallon cap	\$ 5.80

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

- EFFECTIVE DATE - July 22, 2017
- TYPE OF FILING - 2017 Price Index & Four Year Rate Reduction

WS-17-0046

MICHAEL SMALLRIDGE
ISSUING OFFICER

RECEIVER
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

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

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 15.62
1"	\$ 39.04
1 1/2"	\$ 78.09
2"	\$ 124.95
3"	\$ 249.90
4"	\$ 390.46
6"	\$ 780.94
8"	\$ 1,249.50

Charge per 1,000 gallons \$ 6.96

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

- EFFECTIVE DATE - July 22, 2017
- TYPE OF FILING - 2017 Price Index & Four Year Rate Reduction

WS-17-0046

MICHAEL SMALLRIDGE
ISSUING OFFICER

RECEIVER
TITLE

SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
<u>Main Extension Charge</u>	
Residential per ERC.....	\$450.00
<u>Plant Capacity Charge</u>	
Residential per ERC.....	\$430.00

EFFECTIVE DATE - March 31, 2016

TYPE OF FILING - Reorganization to Conform to Model Tariff

WS-16-0034

MICHAEL SMALLRIDGE
ISSUING OFFICER

RECEIVER
TITLE

SPRAYFIELD LEASE AGREEMENT

SPRAYFIELD LEASE AGREEMENT

THIS AGREEMENT is entered into effective **July 1, 2017**, by and between Transworld Lakeland, LLC, a Florida limited liability company with offices at 1221 East Robinson Street, Orlando, Florida 32801 (hereinafter "Owner"), and Utility West Lakeland Wastewater, Inc., n/k/a West Lakeland Wastewater, LLC (hereinafter "Utility").with offices at 3336 Grand Boulevard, Suite 102, Holiday, Florida 34690 (hereinafter "Utility" or "Tenant").

BACKGROUND

A. Owner owns land adjacent to the utility operated by Utility.

B. The descriptions of the land owned by Owner is:

Parcel 1:

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 23, Township 28 South, Range 24 East, Polk County, Florida

Polk County Property Appraiser's Parcel ID: 242823-000000-032010 (40.13 acres more or less).

Parcel 2:

The West $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, Township 28 South, Range 24 East, Polk County, Florida.

Polk County Property Appraiser's Parcel ID: 242823-000000-023010 (40.19 acres, more or less).

hereinafter referred to as the "Premises" or "Sprayfield."

Note, the Sprayfield contains two (2) polishing ponds, as referenced herein.

C. At the present time, the utility uses and operates the Sprayfield on Parcel 2 and two (2) polishing ponds and a pump station on Parcel 1 for disposal of treated water.

D. In order to obtain the State permitting for the operation of the utility by Utility, the Florida Public Service Commission ("PSC") requires either a long-term lease or Easement from Owner for the current use and operation of the Sprayfield and polishing ponds.

E. Utility has filed suit in Polk County Circuit Court against Owner in the case number 2015-CA-2390 (hereinafter the "Action") to obtain an easement for the current use of the Sprayfield, and for breach of contract.

F. The Parties to the action desire to resolve the Action, and Utility desires to lease the Sprayfield described above, pursuant to the terms and conditions hereinafter described.

- G. Owner desires to lease the Sprayfield to Utility for active operations on the entire Sprayfield and polishing ponds.
- H. Upon execution of this lease, the Action shall be dismissed, each party to bear its own costs and attorneys' fees.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereto agree as follows:

- 1. Premises. Owner leases to Utility, and Utility leases from Owner, the land containing the Sprayfield and two (2) polishing ponds more particularly described above (hereinafter the "Premises").
- 2. Use of Premises.
 - 2.1 Except as herein provided for cattle grazing, the Premises shall be used and occupied by Utility solely for maintenance and operation of the Sprayfield and ponds, including, but not limited to the pipes, pumps, and irrigation equipment located on the Premises connecting the utility to the Sprayfield and ponds. Use by Utility shall comply with all applicable federal, State and other governmental requirements.
 - 2.2 No product or activity will be permitted that will require entrance to the Premises by the general public.
 - 2.3 Utility, including any employees, agents, or contractors, shall have the right to enter the Premises at any time for purposes of use, maintenance, and operation of the Sprayfield, ponds, pipes, and irrigation equipment.
 - 2.4 Utility agrees to keep the Sprayfield, ponds, and equipment maintained and operational.
 - 2.5 Utility agrees to maintain a log of employee and contractor activity on the Premises, together with records of all water and other testing required by law. Owner shall upon reasonable notice have the right to inspect such records.
 - 2.6 The Landlord shall be permitted to lease or use the Premises for cattle grazing, as needed or requested by Landlord.
- 3. Duration of Agreement and Renewal Requirements. Unless sooner terminated in accordance with the provisions set out below, this Agreement shall be effective for a term of ninety-nine (99) years, commencing July 1, 2017 and (the "Term").
- 4. Rental Fee.

- 4.1 During the Term of this Lease, Utility shall pay \$50.00 per acre, per year.
 - 4.2 Rental payments pursuant to 4.1 shall be due on the first of each year, with the first payment due upon execution of this Agreement.
 - 4.3 Payments made by check or money order shall indicate in the memorandum section that the payment is for the "Utility Sprayfield Lease."
 - 4.4 All rent due hereunder shall be paid to Owner at the following address:
Transworld Lakeland, LLC
1221 East Robinson Street,
Orlando, Florida 32801
5. Utility's Responsibilities. In performance of its obligations under this Agreement, Utility agrees to manage, operate, and maintain the Sprayfield so as to permit Utility to irrigate the Premises with reclaimed water. Utility's responsibilities will include, without limitation, the following:
- 5.1 Utility shall operate and maintain any site access roads, exterior site fencing, and structures owned by Utility on the Premises. Utility shall operate and maintain electrical equipment, groundwater monitoring wells, pump stations, and all other on-site facilities of the Sprayfield.
 - 5.2 Utility shall complete construction of all repairs and improvements needed to bring the Premises into compliance with all state, federal, and local laws and regulations, and suitable for a sprayfield.
 - 5.3 Utility shall keep the Premises secured and lock all access gates when Utility's staff is not on the Premises.
 - 5.4 Utility shall maintain all pipes, pumping or irrigation systems, and filtering equipment located or installed on the Premises.
 - 5.5 Utility shall take all action necessary to comply with, or avoid violation of, applicable federal, state, and local environmental laws and regulations concerning Utility's use of the Premises. Utility shall not be in default of the provisions of this paragraph unless Utility has been notified by Owner or by governmental authorities of how Utility's use of the Premises is violating such laws or regulations. Utility shall be solely responsible for any environmental contamination of the Premises from Utility operations, which such responsibility shall survive expiration or other termination of this lease.
 - 5.6 Utility shall supply and maintain filtering equipment for reclaimed water to be disposed by the utility.

- 5.7 Utility shall not be responsible for any damage to any property of Owner (including, without limitation, equipment, machinery, stock, livestock, inventory, fixtures, or improvements) or of others located on the Premises, nor for the loss of or damage to any property of Owner or others located on the Premises, by theft of otherwise.
- 5.8 Neither Utility nor Owner shall be liable for any injury or damage to persons or property resulting from the use of the Premises by Utility, unless such damage or injury is as a result of the direct negligence or gross negligence by Utility or by Owner. Each party shall be solely responsible for its own acts or omissions.
- 5.9 Neither Utility nor Owner shall be liable for any damage caused by other persons on the Sprayfield or Premises, occupants of adjacent property, or the public, or caused by operations of construction of any private, public, or quasi-public works.
- 5.10 Utility shall maintain and pay for all electric utilities used at the Premises and shall maintain such utility account in Utility's name;
6. Owner's Responsibilities. In performance of its obligations under this Agreement, Owner's responsibilities will include, without limitation, the following:
- 6.1 Provide access to the Premises at the gate located at Lazy Lake Drive South;
- 6.2 Conduct all operations in general compliance with state, federal, and local laws;
- 6.3 Both Utility and Owner shall have keys to the access gate;
- 6.4 Coordinate with Utility concerning special irrigation events, including, without limitation, replanting or transplanting trees on the Premises.
7. Termination. This Lease Agreement shall expire on its terms or as otherwise provided herein.
- 7.1 In the event Owner shall develop the Premises or lands of Owner nearby or adjacent thereto, the Owner shall obtain all necessary and proper permitting. Utility shall give reasonable cooperation in connection with such Owner development. Because Utility owns and operates the sewage treatment plant and/or utility in the area, any development by Owner will, or may, require the service to the development to be provided by Utility. In the event a Development Plan or Order requires the development to terminate the Sprayfield, this Agreement shall terminate at such time as Utility converts the waste water



treatment to another system, such conversion to be diligently pursued by Utility. Owner shall have final authority as to the location of such replacement facilities, subject to Utility's approval and to approval by any necessary governmental authorities.

7.2 It is possible that development of the Premises may require the Sprayfield and/or polishing ponds to be relocated. At that time, Utility shall bear the costs of moving either the Sprayfield or ponds, such expenses to be recovered by Utility through connection fees imposed on lots served by the altered facility, the Lease Term shall continue, and this Agreement shall be amended to reflect the relocation of the Sprayfield and ponds.

8. Improvements.

8.1 Utility may not make any alterations or additions to the Premises, without on each occasion obtaining the Owner's prior written consent. The Owner may not withhold consent unreasonably. Utility shall submit to the Owner plans and specifications for all alterations and additions at the time the Owner's consent is sought. Any alteration or improvement that could impair or increase the cost of Owner development of the Premises or its adjacent lands shall constitute reasonable grounds for Owner disapproval.

8.2 All additions, fixtures, or improvements that Utility may make to the Premises will become the Owner's property, must remain as part of the Premises, and either surrendered with the Premises at the termination of this Lease, except any electrical panels and pumps used by the Utility will remain the Utility's property and may be removed by Utility at the termination of this Lease.

9. Condition of Premises. Upon the commencement of the Lease Term, Utility will be deemed to have accepted the Premises in the condition they are in at that time. However, Owner acknowledges that Utility has already been in possession of and has been operating the Sprayfield with the Owner's consent since May 2006.

10. Entry and Inspection of Premises. Owner is entitled to enter the Premises during all reasonable hours for the following reasons:

10.1 To examine the Premises.

10.2 To make all repairs, additions, or alterations as required by this Agreement.

11. Insurance, Indemnity.

11.1 Indemnification. The following indemnification shall survive the termination of this Agreement. Utility shall, at its sole cost and expense, indemnify Owner and its agents against, and hold Owner and its agents harmless from:

11.1.1 Any and all liability, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorney, expert witnesses, and consultants), which may be imposed upon, incurred by, or be asserted against Owner by reason of any act of omission of Utility, its personnel, employees, agents, contractors or subcontractors, resulting in bodily injury, sickness, disease, or death to any person or damage to, loss of, or destruction of tangible or intangible property, or any other right of any person, firm, or corporation, which may arise out of or be in any way connected with this Lease, the condition of the Premises caused by Utility, or as a result of Utility's possession of the Premises or failure to comply with any federal, state, or local statute, ordinance, or regulation.

11.1.2 Any and all liabilities, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorney, expert witnesses, and other consultants), which are imposed upon, incurred by, or asserted against Owner by reason of any claim or lien arising out of work, labor, materials, or supplies provided or supplied to Utility, its contractors or subcontractors, for the installation, construction, operation, maintenance, or use of the premises.

11.2 Defense of Owner. In the event any action or proceeding shall be brought against Owner by reason of any matter for which Owner is indemnified hereunder, Utility shall, upon notice from Owner, at Utility's sole cost and expense, resist and defend the same with legal counsel acceptable to Owner, provided however, that Utility shall not admit liability in any such matter on behalf of Owner without the written consent of Owner and provided further that Owner shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Utility.

11.3 Notice, Cooperation, and Expenses.

11.3.1 Owner shall give Utility prompt notice of the making of any claim or the commencement of any action, suit, or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Owner from cooperating with Utility and participating in the defense of any litigation by Owner's own counsel.

11.3.2 If Owner chooses to assist it in such defense, then Owner shall pay all expenses incurred by Owner in assisting therein, including defending itself with regard to any such actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the costs of any services rendered by Owner's attorney, and the actual expenses of Owner's agents, employees, or expert witnesses, and disbursements and liabilities assumed by Owner in connection with such suits, actions, or proceedings.

11.3.3 Utility shall give Owner prompt notice of the making of any claim or the commencement of any action, suit, or other proceeding covered by the provisions of this paragraph.

11.4 Liability Insurance. Utility shall maintain during the entire Term of this Agreement and all periods in which Utility is in possession of the Premises, such general liability insurance as will provide coverage for claims for damages, which may arise directly or indirectly from the Premises or Utility's use or possession of the Premises, with combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate. Transworld Lakeland, LLC shall be named as an Additional Insured.

11.4.1 If the Commercial General Liability form is used:

- 1) Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract, and broad form property damage coverages.
- 2) Coverage B shall include personal injury.
- 3) Coverage C, medical payments, is not required.

11.4.2 If the Comprehensive General Liability form is used, it shall include, at least Bodily Injury and Property Damage liability for premises, operations, products, and completed operations, independent contractors, and property damage resulting from explosion, collapse, or underground (XCU) exposures.

11.5 Certificates. Utility shall provide a Certificate of Insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best rating of at least B+, showing Transworld Lakeland, LLC as an Additional Insured and provide for at least thirty (30) days notice of cancellation to be given to Owner. Such Certificate shall be delivered to;

Transworld Lakeland, LLC
1221 East Robinson Street,
Orlando, Florida 32801

11.6 Workers' Compensation. Utility shall purchase and maintain Workers' Compensation insurance for statutory requirements..

12. Assignment and Sublets. Utility may not assign this Lease, nor sublet, license, or grant any concession for the use of the Premises to another person without obtaining Owner's prior written consent.

Handwritten signature and initials in the bottom right corner of the page.

13. Default by Utility.

13.1 Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), Owner shall have any and all rights and remedies hereinafter set forth:

13.1.1 In the event Utility violates any term, condition, or covenant herein, and such failure continues for thirty (30) days after Owner provides Utility with written notice of such failure. However, if the default is one that cannot be cured within thirty (30) days, Utility will have such additional time as may be required so long as Utility diligently pursues the remedy.

13.2 Owner's Remedies. If any Event of Default occurs, Owner shall have the right, at the option of Owner, to terminate this Lease and thereupon reenter and take possession of the Premises with or without legal process.

14. Default by Owner.

14.1 Owner will be deemed in default of this Lease if Owner fails to perform or observe any agreement or condition of this Lease on its part to be performed or observed and if such failure continues for thirty (30) days after Utility provides Owner with written notice of such failure. If the default is one that cannot be cured within thirty (30) days, then such cure period shall be extended provided Owner diligently pursues such cure.

14.2 If Owner defaults in the performance of any of the obligations or conditions required to be performed by Owner under this Lease, Utility may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereunder, or elect to terminate this Lease, or pursue an action for damages or specific performance.

15. Force Majeure. The Parties understand that performance by the other party may be interrupted or delayed by act of God, war, civil insurrection, fire, storm, strikes, lockouts, total or partial failure of transportation, delivery facilities or equipment, interruption of power, or by any law, regulation, or order of any federal, state, county, or municipal authority, or by any other cause beyond the control of such party, in which case that party's performance shall be excused to the extent it is prevented or delayed. If that should occur, the nonperforming party shall be excused from performance for as long as it is reasonably necessary to complete performance.

16. Enforcement. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, heirs, estates, successors, and permitted assigns.

17. Exclusive Venue. The Parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Polk County, Florida.
18. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
19. Notices.
- 19.1 All notices, requests, consents, and other communications required or permitted under this agreement shall be in writing (including faxed or electronically mailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to the following or to such other addresses as any party may designate by notice complying with the terms of this section.

19.1.1 If to Utility:

West Lakeland Wastewater, LLC
Attn: Michael Smallridge,, Court-Appointed Receiver
3336 Grand Boulevard
Suite # 102
Holiday, Florida 34690

with a copy to:

Eduardo F. Morrell, Esq.
P.O. Box 2786
Lakeland, Florida 33803

19.1.2 If to Owner

Transworld Lakeland, LLC
Attention George Fong
1221 East Robinson Street,
Orlando, Florida 32801
with a copy to:

Randall C. Smith, Esq.
533 Versailles Drive, Suite 100
Maitland, Florida 32751

- 19.2. Each such notice shall be deemed delivered:
- 19.2.1 On the date delivered if by personal delivery;
 - 19.2.2 On the date faxed if by fax, if received;
 - 19.2.3 On the date electronically mailed if electronically mailed, if received; and
 - 19.2.4 On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as unclaimed, as the case may be, if mailed.
20. Governing Laws. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed, and enforced in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws.
21. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which arises out of, concerns, or related to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or Parties shall be entitled to recover reasonable attorney fees, court costs, and all expenses, even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or Parties may be entitled.
22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
23. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in

- equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
24. Successors and Assigns. All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties to this Agreement.
 25. Severability Clause. Provisions contained in this Agreement which are contrary to, prohibited by, or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
 26. Waiver. A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in writing and signed by the party alleged to have waived his other rights or remedies.
 27. Construction of Agreement. Each party acknowledges that all Parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
 28. Language. Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
 29. Paragraph Headings. The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
 30. Exhibits. Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.
 31. Further Action. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the Parties hereto.
 32. Time. Time is of the essence of all the provisions and terms of this Agreement.
 33. Entire Understanding. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the Parties.
 34. Amendments. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally, but only by a writing making specific reference to this

Agreement, signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought.

35. Alternative Dispute Resolution. Disputes arising under this Agreement must be first mediated by a Supreme Court Certified Circuit Civil Mediator in Polk County, Florida. The parties agree that the mediation shall occur within 30 days of the date mediation is requested by either party. The mediator shall be agreed upon, but if the parties are unwilling or unable to agree upon a mediator then each party shall select a mediator and the two mediators shall select a third mediator to conduct the mediation. The parties agree to pay the Mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator or (ii) terminated in writing by one or both parties. The confidentiality provisions of the "Mediation Confidentiality and Privilege Act" attach to any such pre-suit mediation.
36. Approval By Florida Public Service Commission. As stated above, this Lease will require approval by the Florida Public Service Commission (PSC) as part of the regulation of the Utility. Accordingly, the Parties agree to modify or amend this Lease as required for approval by the PSC so long as the modifications or amendment are consented to by the Landlord. The Landlord shall not withhold any consent or approval, as is reasonable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

Witness


Print Name: Marianne McDonald

WEST LAKELAND WASTEWATER, LLC

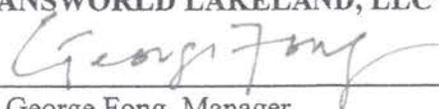

Michael Smallridge, Court-Appointed Receiver


Printed Name: EVELYN ALICEA

Witness


Print Name: Barbara Lester

TRANSWORLD LAKELAND, LLC


By: George Fong, Manager


Printed Name: Nobu Yamakawa



DEP PERMIT

Craciun, Cynthia

From: Craciun, Cynthia
Sent: Monday, October 06, 2014 1:05 PM
To: Haines, Marcia
Cc: SWD_WF_Permitting (Shared Mailbox); SWD_Clerical (Shared Mailbox); Kaur, Ramandeep
Subject: Completed--RE: WF - Village of Lakeland FLA013009-009-DW3P/NRL

Florida Department of Environmental Protection - Enterprise Applications

Help Legal Docs ERP Exit Window

Permitting Application - Events

Events Scheduled

Facility ID: Facility Name:
 File #: Type/Subtype:
 Project #: Project Name:

> STOP CLOCK: Done

Event	Begin Date	Period	Due Date
Receive Request	07/10/2014	1	07/11/2014
Fee Verification	07/10/2014	2	07/12/2014
Completeness Review	07/10/2014	30	08/09/2014
RESET CLOCK	07/10/2014	1	07/11/2014
Awaiting Additional Information	07/10/2014	60	09/08/2014
Completeness Review	09/12/2014	30	10/12/2014
Determine Agency Action	09/12/2014	90	12/11/2014
STOP CLOCK	10/06/2014	1	10/07/2014
Prepare Permit	09/12/2014	90	12/11/2014
Issue Final Permit	10/06/2014	14	10/20/2014
ISSUE PERMIT	10/06/2014	1	10/07/2014

From: Haines, Marcia
Sent: Monday, October 06, 2014 9:40 AM
To: Craciun, Cynthia
Subject: FW: WF - Village of Lakeland FLA013009-009-DW3P/NRL

Please process accordingly

From: Thompson, Steve
Sent: Monday, October 06, 2014 9:13 AM
To: SWD_Clerical (Shared Mailbox)
Subject: FW: WF - Village of Lakeland FLA013009-009-DW3P/NRL

Please process/issue.
Thanks!
Steve

From: Kaur, Ramandeep
Sent: Monday, September 29, 2014 8:17 AM
To: Thompson, Steve
Subject: RE: WF - Village of Lakeland FLA013009-009-DW3P/NRL

Steve,

Thank you for the review. I have made the suggested changes in the documents.

I checked with the permittee (Mike Smallridge) and he said that the correct name of company is: West Lakeland Wastewater LLC.

Let me know if you need me to make any more changes. Your guidance is much appreciated!

Thanks,

Ramandeep Kaur
Environmental Specialist III
Permitting & Waste Cleanup Program
DEP-Southwest District
Ph: (813) 470-5771

From: Kaur, Ramandeep
Sent: Tuesday, September 23, 2014 3:42 PM
To: Thompson, Steve
Subject: WF - Village of Lakeland FLA013009-009-DW3P/NRL

Please Review:

J:\DW Common\DW file directory\Polk County\Village of Lakeland - FLA013009\Permit\009 NRL\009 Permit Renewal

Day 30 for this project is: [October 17, 2014](#)

Notes to Administrative Staff: [DW 10-Year Permit](#)

Send to [SWD_Clerical](#) for permit issuance.

County: [Polk](#)

DW Permits

Catalog: Wastewater

Profile: Permitting Authorization

Document: [Permit Final](#)

Permit Type: [DW Facility](#)

Facility Type: [Domestic Wastewater](#)

Application Number: FLA013009-009

Document Subject: 009 DW3PNRL Final permit

Craciun, Cynthia

From: SWD_WF_Permitting (Shared Mailbox)
Sent: Monday, October 06, 2014 12:11 PM
To: 'utilityconsultant@yahoo.com'
Cc: 'robert_caudill@doh.state.fl.us'; Gracik, Elaine; Kelly, Steven Michael (Steven.Kelly@dep.state.fl.us); 'constaflow@aol.com'; 'julian@Excelengineers.com'; SWD_WF_Permitting (Shared Mailbox); SWD_Clerical (Shared Mailbox)
Subject: Village of Lakeland FLA013009-009-DW3P/NRL-Polk Co. 10-year permit.
Attachments: DMR-FLA013009.docx; NOPI_FLA013009.pdf; Permit_FLA013009.pdf; Statement_Of_Basis-FLA013009.pdf

Sent on behalf of
Steve Thompson.

Dear Sir/Madam:

Attached please find the above subject documents. In an effort to reduce costs and waste, our agency is moving to electronic rather than paper correspondence. This is the only copy that you will receive, unless you request otherwise.

Acrobat Reader 6.0 or greater is required to read this document. It is available for downloading at:
<http://www.adobe.com/products/acrobat/readstep.html>.

If you have any questions concerning the contents of the attached document, please contact the FDEP Environmental Engineer Steve Thompson at 813-470-5732 or via email [mailto: Steve.Thompson@dep.state.fl.us](mailto:Steve.Thompson@dep.state.fl.us)

Sincerely
Ms.Cynthia Craciun
Department of Environmental Protection
13051 North Telecom Parkway
Temple Terrace, FL 33637-0926



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

**STATE OF FLORIDA
DOMESTIC WASTEWATER FACILITY PERMIT**

PERMITTEE:
West Lakeland Wastewater, LLC

RESPONSIBLE OFFICIAL:
Mike Smallridge, As Receiver
1902 Barton Park Road, Suite 201
Auburndale, Florida 33823
(352) 302-7406
utilityconsultant@yahoo.com

PERMIT NUMBER: FLA013009
FILE NUMBER: FLA013009-009-DW3P/NRL
EFFECTIVE DATE: January 11, 2015
EXPIRATION DATE: January 10, 2025

FACILITY:

Village of Lakeland WWTF
3580 Lazy Lake Drive South
Lakeland, FL 33801
Polk County
Latitude: 28° 02' 15" N Longitude: 81° 53' 10" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

Operation of an existing 0.070 MGD Three-Month Rolling Average Daily Flow (3MRADF), Type III contact stabilization domestic wastewater treatment plant. The treatment plant consists of: two contact stabilization tanks of 10,000 gallons total volume, five re-aeration basins of 25,000 gallons total volume, two clarifiers of 13,000 gallons total volume and 163 square feet of surface area, one chlorine contact chamber of 4,500 gallons, three digesters of 15,000 gallons total volume. This plant is operated to provide secondary treatment with basic disinfection.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.070 MGD annual average daily flow permitted capacity Part II slow-rate restricted public access land application system (R-001). R-001 consists of a sprayfield of 44.2 acres total area. In addition, there are two polishing/holding ponds of 28,800 square feet of bottom surface area. R-001 is located approximately at latitude 28° 01' 46" N, longitude 81° 52' 58" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX, on Pages 1 through 155 of this permit.

PERMITTEE: West Lakeland Wastewater, LLC
 FACILITY: Village of Lakeland WWTF

PERMIT NUMBER: FLA013009-009DW3P/NRL
 EXPIRATION DATE:

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

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

Parameter	Units	Max./Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	0.070 Report	Annual Average Monthly Average	5 Days/Week	Flow Meter	FLW-01	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max	20.0 30.0 60.0	Annual Average Monthly Average Single Sample	Monthly	Grab	EFA-01	
Solids, Total Suspended	mg/L	Max Max Max	20.0 30.0 60.0	Annual Average Monthly Average Single Sample	Monthly	Grab	EFA-01	
Coliform, Fecal	#/100mL	Max Max	200 800	Annual Average Single Sample	Monthly	Grab	EFA-01	
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-01	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-01	See I.A.4
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12	Single Sample	Monthly	Grab	EFA-01	

PERMITTEE: West Lakeland Wastewater, LLC
FACILITY: Village of Lakeland WWTF

PERMIT NUMBER: FLA013009-009DW3P/NRL
EXPIRATION DATE:

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

Monitoring Site Number	Description of Monitoring Site
FLW-01	Flow to R-001 and plant by meter after the CCC and prior to reuse
EFA-01	Effluent sampling point after disinfection and prior to discharge to basins

3. A flow meter shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]
4. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.410, 600.440(4)(b) and (5)(b)]

PERMITTEE: West Lakeland Wastewater, LLC
 FACILITY: Village of Lakeland WWTF

PERMIT NUMBER: FLA013009-009DW3P/NRL
 EXPIRATION DATE:

B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7.:

Parameter	Units	Max/Min	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	0.07 Report	3-Month Rolling Average Monthly Average	5 Days/Week	Meter	FLW-01	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	FLW-01	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-01	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-01	See I.B.3

PERMITTEE: West Lakeland Wastewater, LLC
FACILITY: Village of Lakeland WWTF

PERMIT NUMBER: FLA013009-009DW3P/NRL
EXPIRATION DATE:

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

Monitoring Site Number	Description of Monitoring Site
FLW-01	Flow to R-001 and plant by meter after the CCC and prior to reuse
INF-01	Influent sampling point prior to treatment and ahead of the return activated sludge line.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-601.500(4)]
4. A flow meter shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]
5. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
- The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

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

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

6. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5)]
7. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

PERMITTEE: West Lakeland Wastewater, LLC
 FACILITY: Village of Lakeland WWTF

PERMIT NUMBER: FLA013009-009DW3P/NRL
 EXPIRATION DATE:

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

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

If submitting electronic DMR forms, the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

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

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

Florida Department of Environmental Protection
 Southwest District Office
 13051 N Telecom Pkwy
 Temple Terrace, Florida 33637-0926

Phone Number - (813) 470-5700
 FAX Number - (813) 470-5993
 swd_dw@dep.state.fl.us

[62-620.305]

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

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

- Biosolids generated by this facility may be transferred to a Biosolids Treatment Facility or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. *[62-620.320(6), 62-640.880(1)]*
- The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. *[62-640.650(4)(a)]*
- Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Condition I.B.7.

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

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

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

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-001	Residuals removed from digester

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]
8. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]
9. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
10. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source facility	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling firm	

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

[62-640.880(4)]

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

III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part II Slow-Rate/Restricted Access System(s)

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.418(1)]
2. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.414(8)]
3. The maximum annual average loading rate to the R-001 site consisting of a slow-rate restricted public access land application sprayfield system shall be limited to 0.41 inches per week. The hydraulic loading rate shall not produce surface runoff or ponding of the applied reclaimed water. [62-610.423(3) and (4)]
4. The crops or vegetation shall be periodically harvested and removed from the project area. [62-610.310(3)(d) and 62-610.419(1)(b)]
5. Dairy cattle whose milk is intended for human consumption shall not be allowed on the project area for a period of 15 days after the last application of reclaimed water. No restrictions are imposed on the grazing of other cattle. [62-610.425]
6. Irrigation of edible food crops is prohibited. [62-610.426]
7. Overflows from emergency discharge facilities on storage ponds shall be reported as abnormal events in accordance with Permit Condition IX.20. [62-610.800(9)]

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category II, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

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

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

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

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

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C. Recordkeeping Requirements

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

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

VI. SCHEDULES

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

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

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

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

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VIII. OTHER SPECIFIC CONDITIONS

1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*
2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40⁰C or otherwise inhibiting treatment; or
 - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.*[62-604.130(5)]*
5. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.418(1) and 62-600.400(2)(b)]*
6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
8. The permittee shall provide verbal notice to the Department's Southwest District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Southwest District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*

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9. The permittee shall provide notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

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

[62-620.625(2)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*

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9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
- Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - Have access to and copy any records that shall be kept under the conditions of this permit;
 - Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for

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any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:

- a. A description of the anticipated noncompliance;
- b. The period of the anticipated noncompliance, including dates and times; and
- c. Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
 - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
 - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
20. The permittee shall report to the Department's Southwest District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.

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- b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;
 - (g) Source and cause of the discharge;
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and
 - (j) Other persons or agencies contacted.
 - (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Southwest District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Southwest District Office shall waive the written report.

[62-620.610(20)]

- 21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*

22. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit. *[62-620.610(22)]*

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23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



for Kelley M. Boatwright
Program Administrator
Permitting & Waste Cleanup Program
Southwest District



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

October 6, 2014

In the Matter of an
Application for Permit by:

West Lakeland Wastewater, LLC
Mike Smallridge, As Receiver
1902 Barton Park Road, Suite 201
Auburndale, Florida 33823
utilityconsultant@yahoo.com

PA File Number FLA013009-009-DW3P/NRL
Polk County
Village of Lakeland WWTF

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA013009 to operate the Village of Lakeland, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

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

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

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

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

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

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

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

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

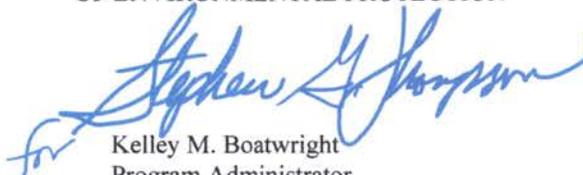
Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

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

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

Executed in Temple Terrace, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Kelley M. Boatwright
Program Administrator
Permitting & Waste Cleanup Program
Southwest District

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

PERMIT NUMBER: FLA013009-009
FACILITY NAME: Village Of Lakeland WWTF
FACILITY LOCATION: 3580 Lazy Lake Drive, Lakeland, FL 33801
Polk County
NAME OF PERMITTEE: West Lakeland Wastewater, LLC.
PERMIT WRITER: Ramandeep Kaur

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA013009-009-DW3P/NRL
Application Submittal Date: July 10, 2014

b. Type of Facility

Domestic Wastewater Treatment Plant
Ownership Type: Private
SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.07 mgd Three Month Average Daily Flow
Proposed Increase in Permitted Capacity:	0 mgd Three Month Average Daily Flow
Proposed Total Permitted Capacity:	0.07 mgd Three Month Average Daily Flow

d. Description of Wastewater Treatment

Operation of an existing 0.070 MGD Three-Month Rolling Average Daily Flow (3MRADF), Type III contact stabilization domestic wastewater treatment plant. The treatment plant consists of: two contact stabilization tanks of 10,000 gallons total volume, five re-aeration basins of 25,000 gallons total volume, two clarifiers of 13,000 gallons total volume and 163 square feet of surface area, one chlorine contact chamber of 4,500 gallons, three digesters of 15,000 gallons total volume. This plant is operated to provide secondary treatment with basic disinfection.

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

Land Application R-001: An existing 0.070 MGD annual average daily flow permitted capacity Part II slow-rate restricted public access land application system (R-001). R-001 consists of a sprayfield of 44.2 acres total area. In addition, there are two polishing/holding ponds of 28,800 square feet of bottom surface area. R-001 is located approximately at latitude 28° 01' 46" N, longitude 81° 52' 58" W.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to direct reclaimed water to Reuse System R-001, a slow-rate/restricted public access system, based on the following:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.070	Annual Average	62-600.400(3)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.410 & 62-600.740(1)(b)1.a. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.410(2)(a) FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-610.410 & 62-600.440(4)(c)1. FAC
		Max	800	Single Sample	62-600.440(4)(c)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.410 & 62-600.440(4)(b) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12	Single Sample	

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.07	3-Month Rolling Average	62-600.400(3)(b) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-601 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-601, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA013009-009-DW3P expires on January 10, 2015. No changes have been made to this facility during the last permit cycle and no changes are proposed for the new permit cycle. The permittee requested and the facility qualifies for a 10-year permit as a part of this renewal.

5. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to a Biosolids Treatment Facility or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency	All Parameters				62-640.650(5)(a) FAC

6. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

7. PERMIT SCHEDULES

A schedule for permit renewal submittal requirements is included in the wastewater permit.

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

9. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO and has not entered into a CO with the Department.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 13. Copies will be provided at a minimal charge per page.

12. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Permit Issuance October 10, 2014

13. DEP CONTACT

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

Ramandeep Kaur
Environmental Specialist III
Southwest District Office

13051 N Telecom Pkwy
Temple Terrace, FL 33637-0926
Telephone No.: (803) 470-5771
Ramandeep.Kaur@dep.state.fl.us