

**APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION
FOR EXISTING UTILITY CURRENTLY CHARGING FOR SERVICE**

**(Pursuant to Section 367.031, 367.045, and 367.081, Florida Statutes, and
Rule 25-30.034, Florida Administrative Code)**

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

The undersigned hereby makes application for original certificate(s) to operate a water and wastewater utility in Volusia County, Florida, and submits the following information:

Part I Applicant Information

A. The utility's name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, email address, and website address. The utility's name should reflect the business and/or fictitious name registered with the Department of State's Division of Corporations:

**Applegate Utility, LLC
10221 River Road #59831
Potomac, MD 20859
202-838-6471
Federal Employer ID: 29-2981813
Email: homeoffice@parakeetcommunities.com
Website address:**

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

**F. Marshall Deterding, Esquire
Sundstrom & Mindlin, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
850-877-6555
mdeterding@sfflaw.com**

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

Limited Liability Company Document No. L23000383236

D. The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility:

Applegate MH Community, LLC 100%
10221 River Road #59831
Potomac, MD 20859

Part II Original Certificate for Existing Utility

A. Description of Service

1. Provide a statement indicating whether the application is for water, wastewater or both. If the applicant is applying only for water or wastewater, the statement shall include how the other service is provided.

This is an application for water and wastewater certificates for the applicant to provide service to the Applegate Mobile Home Community and adjacent areas where service has been provided for many years. The current owners acquired the system a little over a year ago and then became aware that these systems were PSC regulated utilities.

2. Provide a description of the types of customers served, i.e., single family homes, mobile homes, duplexes, golf course clubhouse, or commercial.

Service is provided primarily to mobile homes with a few adjacent single family homes being served.

3. Exhibit A. Provide a schedule showing the number of customers currently served, by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully developed.

See attached Exhibit A which is schedule showing number and types of customers being served by meter size. The utilities and their service area are at build out. Also included is a listing of assets and rate base for the utility near the time of acquisition by the current owner.

B. Financial Ability

1. Exhibit B. Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.

The utility entity is a new entity just created to separate utility from other operations. As such, the utility has no financial statements at this time. However, to show its ability to meet the financial ability requirements of the PSC statute and rules, we are attaching as Exhibit B a balance sheet for the entity related to the utility that has ample net worth to assist the utility as needed with capital infusion.

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

Attached hereto as Exhibit C is an affidavit from an officer for the utility affiant outlined in Item B2 above indicating that the related party will provide funds for the utility as and when needed.

C. Technical Ability

1. Provide a statement of the applicant's experience in water or wastewater industry:

Buyer has no prior experience in Florida regulated water and wastewater utility operation. However, Buyer and its affiliates have operated water and wastewater systems throughout the US and will employ the appropriate operational, technical and management personnel and contractors who are knowledgeable and experienced in such utility operation and who will ensure the continuous efficient and effective operation and management of the utility system. In addition, Buyer has enlisted the services of experienced contract operations personnel and consultants.

2. Exhibit D. Provide a copy of all current permits from the Department of Environmental Protection (DEP) and the water management district:

Attached as Exhibit D are the current permits from the Department of Environmental Protection (DEP) and the water management district.

3. Exhibit E. Provide a copy of the most recent sanitary survey, the compliance inspection report available from DEP or county health department, and the most recent secondary water quality standards report:

Attached as Exhibit E is water DOH compliance.

4. Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.

There is no communication with these entities over the last five years other than that provided above.

D. Need for Service

1. Provide a statement explaining when and under what circumstances the applicant began providing service prior to obtaining a certificate of authorization.

The applicant's parent company acquired to mobile home community served by the water and wastewater utilities approximately one year ago. After such acquisition, the buyer determined that the system had been operating for an extended period of time in a way that made them PSC regulated utilities. As such, the new owner began putting together the information needed to file for original certificates.

2. If the applicant is requesting any territory not served at the time of application, provide the following documentation of need for service in the proposed area:

The applicant requests only the territory currently served.

E. Territory Description, Public Interest, and Facilities

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

Attached hereto as Exhibit F is a legal description of the proposed service territory that conforms to Rule 25-30.029, FAC.

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

Attached as Exhibit G is a 99-year lease for both the water and wastewater plant sites.

3. Exhibit H. Provide a detailed system map showing the existing and proposed lines and treatment facilities with the territory proposed to be served plotted thereon, consisting with the legal description provided in E-1 above. Any territory not served at the time of the application shall be specifically identified on the system map. The map shall be of sufficient scale and detail to enable correlation with the description of the territory proposed to be served.

Attached hereto as Exhibit H are detailed system maps showing existing lines

and treatment facilities with the territory proposed consistent with E-1 above.

4. Exhibit I. Provide an official county tax assessment map or other map showing township, range, and section with a scale such as 1"=200' or 1"=400' with the proposed territory plotted thereon, consistent with the legal description provided in E-1 above.

Exhibit I is an official county map with the territory proposed consistent with E-1 above and will be hand delivered to the Clerk.

F. Proposed Tariff and Rate Information

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

Attached hereto as Exhibit J is the proposed tariff.

2. Provide documentation specifying on what date and under what authority the current rates and charges were established.

Rates currently accessed are those which were charged by the previous owner for many years.

G. Noticing Requirements

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

Attached hereto as Exhibit K is the draft proposed notice to conform to the requirements Rule 25-30.030, FAC, which the utility intends to distribute after approval by the Commission. The utility will then late file proof of noticing in compliance with that Rule as a late filed exhibit.

Part III Signature

Please sign and date the utility's completed application.

Respectfully submitted on this 10th day of
October, 2023, by:

SUNDSTROM & MINDLIN, LLP

/s/ F. Marshall Deterding

F. MARSHALL DETERDING
Of Counsel

EXHIBITS

- A: List of assets and rate base
- B: Balance sheet
- C: Affidavit of entity which will provide funding to the utility
- D: Permits
- E: Water DOH compliance
- F: Legal description of the proposed service area
- G: 99-Year Lease
- H: System map
- I: County tax map with territory
- J: Tariff
- K: Draft Notice

EXHIBIT A

List of assets and rate base

Applegate List of Assets

Water Facilities

184,000 Gallon Per Day Aeration/Chlorination water treatment plant

Two 4-inch wells (1963 and 1965) approximately 250 feet deep and each supplied with 60 gpm submersible pumps rated 3 horsepower.

One fiberglass tray aerator with screening

Six bladder steel tanks

Associated piping and electrical controls

PVC water distribution system with metering

Wastewater Facilities

Concrete 0.015 MGD Extended Aeration treatment plant including 5,000 gallon surge tank, and polishing pond. Associated plant piping and electrical controls.

Percolation ponds (RIB) 0.06 acres

One lift station with duplex pumps

Gravity collection system 8-inch PVC pipe

Force Main – 4-inch PVC pipe

Exhibit No.

**Applegate Mobile Home Park-Water System
Estimated Original Cost Less Depreciation at December 31, 2022**

Line No.	NARUC Account	Description	Year Installed (2)	Age (Yrs.)	FPSC (3) Depreciation Rate (%)	Costing Method		Estimated Original Cost	Accumulated Depreciation	Original Cost Less Accum. Depreciation	Annual Depreciation Expense
						Actual Invoice (4)	Trended				
1	301	Organization (Original Certificate Filing)(8)	2023	40	2.50%	Estimated		\$25,000	0	\$25,000	625
2	303	Land and Land Rights 0.49 acre	1975	47.5		Estimated (7)		(7)		(7)	
3	304	Structures and Improvements	1975	47.5	3.57%						
4	304	Structures and Improvements Fence	2022	0.5	3.57%	Invoice		4,903	88	4,815	175
5	307	Wells and Springs-Well No. 1	1963	59.5	3.70%	Depreciated					
6	307	Wells and Springs-Well No. 2	1965	57.5	3.70%	Depreciated					
7	309	Supply Mains	1975	47.5	3.13%						
8	310	Power Generation Equipment	1975	47.5	5.88%						
9	311	Pumping Equipment - Well No. 1 Pump	1975	47.5	5.88%	Depreciated					
10	311	Pumping Equipment - Well No. 2 Pump	1975	47.5	5.88%	Depreciated					
11	311	Pumping Equipment - High Serv Pumps	1975	47.5	5.88%	Depreciated					
12	320	Water Treatment Equipment	1975	47.5	5.88%	Depreciated					
13	330	Distribution Reservoirs & Standpipes									
14		-Steel Tanks Hydro	1975	47.5	3.33%	Retired					
15		- Six Bladder Tanks	2017	5.5	3.33%	Engr Report		16,500	3,022	13,478	549
16	331	Transmission and Distribution Lines									
17		Phase 1	1975	47.5	2.50%	Depreciated					
18		Phase 2	1975	47.5	2.50%						
19		Phase 3	1983	39.5	2.50%						
20	333	Services									
21		Phase 1	1975	47.5	2.86%	Depreciated					
22		Phase 2	1975	47.5	2.86%						
23		Phase 3	1983	39.5	2.86%						
24	334	Meters and Meter Installations									
25		Phase 1	2021	1.5	5.88%	Invoice		81,478	7,186	74,292	4,791
26		Phase 2	2000	22.5	5.88%						
27		Phase 3	2000	22.5	5.88%						
28	335	Hydrants									
29		Phase 1	1975	47.5	2.50%						
30		Phase 2	1975	47.5	2.50%						
31		Phase 3	1983	39.5	2.50%						
32	336	Backflow Prevention Devices	2000	22.5	4.00%						
33		Total Net Original Cost Plant In Service						<u>\$127,881</u>	<u>\$10,296</u>	<u>\$117,585</u>	<u>\$6,140</u>

Footnotes:

- (1) Original cost as referenced in Mark Cadenhead PE report
- (2) As indicated in information provided by Parakeet Communities for year installed and/or year replaced.
- (3) Depreciation rates based on FPSC prescribed guidelines per Chapter 25-30.140
- (4) The parent company is not able to obtain any actual invoices or support for the original plant investment.
Therefore, the Company has prepared an original cost study to support the original plant investment.
- (7) Actual land cost unknown, therefore estimated at \$15,000 per acre in 1980 based upon similar system in Orange County. See PSC Transfer Docket No. 991984-WS for discussion c
Parakeet and Applegate have executed a 99 year land lease and 10% of the value will be used as operating expense each year or 10% of \$3,750 = \$375 as rent.
- (8) Estimated Franchise/Organizational Costs - Accounts 301/302 anticipated to be incurred.

Exhibit No.
Parakeet Communities
Applegate Mobile Home Park - Wastewater System
Estimated Original Cost Less Depreciation at December 31, 2022

Line No.	NARUC Account	Description	Year Installed (2)	Age (Yrs.)	FPSC (3) Depreciation Rate (%)	Costing Method		Estimated Original Cost	Accumulated Depreciation	Original Cost Less Accum. Depreciation	Annual Depreciation Expense	
						Actual Invoice (4)	Trended					
1	351	Organization (Original Certificate Filing)	2023		2.50%			25,000		25,000	625	
2	353	Land and Land Rights (0.58 acres plant/ponds)	1981									
3	354	Structures and Improvements Two RIBs	1981	41.5	2.50%				Fully Depreciated			
4	354	Structures and Improvements Plant Fence	2022	0.5	2.50%	Invoice		2,226	28	2,198	56	
5	360	Collection Sewers - Force Phase 1	1981	41.5	2.50%				Fully Depreciated			
6	360	Collection Sewers - Force Phase 2	1981	41.5	2.50%				Fully Depreciated			
7	361	Collection Sewers - Gravity Phase 1	1981	41.5	2.50%				Fully Depreciated			
8	361	Collection Sewers - Gravity Phase 2	1981	41.5	2.50%				Fully Depreciated			
9	361	Collection Sewers - Manholes Phase 1	1981	41.5	3.70%				Fully Depreciated			
10	361	Collection Sewers - Manholes Phase 2	1981	41.5	3.70%				Fully Depreciated			
11	363	Services to Customers Phase 1	1981	41.5	2.86%				Fully Depreciated			
12	363	Services to Customers Phase 2	1981	41.5	2.86%				Fully Depreciated			
13	364	Flow Measuring Devices	1981	41.5	20.00%				Fully Depreciated			
14	364	Flow Measuring Devices	2019	3.5	20.00%			3,764	2,635	1,129	753	
15	371	Pumping Equipment-Lift Stations	1981	41.5	5.56%				Fully Depreciated			
16	371	Pumping Equipment-Lift Stations	2016	6.5	5.56%							
17	371	Pumping Equipment-Lift Stations	2021	1.5	5.56%							
18	380	Treatment and Disposal Equipment 0.015 MGD (1)	1981	41.5	3.13%	Engr Report			Fully Depreciated			
19	380	Treatment and Disposal Equipmen New Digester	2017	5.5	3.13%	Engr Report		8,600	1,480	7,120	269	
20	380	Treatment and Disposal Equipment	2017	5.5	3.13%							
21	380	Treatment and Disposal Equipment	2019	3.5	3.13%							
22	380	Treatment and Disposal Equipment	2020	2.5	3.13%							
23	380	Treatment and Disposal Equipment	2021	1.5	3.13%							
24	Total Net Cost Plant In Service								<u>\$39,590</u>	<u>\$4,143</u>	<u>\$35,447</u>	<u>\$1,703</u>

Footnotes:

(1) According to Mark Cadenhead PE report, the sewer plant was placed in service in 1981.

(2) As indicated in information provided by Parakeet Communities

(3) Depreciation rates based on FPSC prescribed rates 25-30.140

(4) Parakeet Communities was not able to obtain any actual invoices or support for the original plant investment from previous owner.

Therefore, the Company has prepared an original cost study to support the original plant investment.

(6) Actual land cost unknown, therefore estimated at \$15,000 per acre in 1980 based upon similar system in Orange County. See PSC Transfer Docket No. 991984-WS for discussion of land on page 8 where value of land in 1990 was \$17,931 per acre.

Parakeet and Applegate have executed a 99 year land lease and 10% of the value will be used as operating expense each year or 10% of \$11,250 = \$1125 as rent.

EXHIBIT B

Balance sheet

Balance Sheet

Consolidated Parakeet Hold Co

As of 06/30/23 (accrual basis)

ASSETS

Bank		
10000 Cash		931,751.69
Total Bank		931,751.69
Accounts Receivable		
12000 Accounts Receivable		13,223,333.47
Total Accounts Receivable		13,223,333.47
Other Current Asset		
4011 Pass-through		25,000.00
13000 Pre Paid Fees & Services		7,324,002.27
14000 Investments		1,011,610.07
17500 Refundable Deposits		141,939.44
18000 Undeposited Funds		938,483.83
18001 Paylease Adjustments		1,204.69
18500 Payroll Clearing		7,512.87
18600 Point of Sale Clearing		860,893.89
Total Other Current Asset		10,310,647.06
Fixed Asset		
16000 Long Term Assets		124,419,864.20
Total Fixed Asset		124,419,864.20
Other Asset		
15000 Closing Costs		3,072,741.05
17000 Pending Deal Realated Costs		862,653.80
16500 Goodwill		40,867,862.00
Total Other Asset		44,803,256.85
TOTAL ASSETS		193,688,853.27

LIABILITIES & EQUITY

Liabilities

Accounts Payable		
21000 Accounts Payable		12,220,288.40
21800 Florida Sales Tax Payable		-143,068.26
Total Accounts Payable		12,077,220.14
Credit Card		
20000 Credit Card Accounts		-409,342.36
Total Credit Card		-409,342.36
Other Current Liability		
22000 Accrued Expenses		657,148.78
23000 Security Deposits		198,908.26
25000 Mortgage Payable		110,332,630.10
23300 Future Deposits		195,206.11
Total Other Current Liability		111,383,893.25
Total Liabilities		123,051,771.03

Equity		
31000 Owner Contribution		155,311,827.01
32000 Retained Earnings		-3,578,733.96
36000 LP Distributions		-6,000.00
31200 Parakeet Owner Distributions		-77,879,730.00
Income		
30000 Net Income		-3,210,280.81
Total Income		<u>-3,210,280.81</u>
Total Equity		<u>70,637,082.24</u>
TOTAL LIABILITIES & EQUITY		<u><u>193,688,853.27</u></u>

EXHIBIT C

Affidavit of entity which will provide funding

AFFIDAVIT

I, Austin Berk, am the Chief Financial Officer of Parakeet MHC, LLC. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that the grandparent company will provide or assist Applegate Utility, LLC in securing necessary funding to meet all reasonable capital needs and any operating deficits of the Utility, which may arise as the result of the Utility's operation of a certificated water and wastewater Utility in its PSC certificated service territory. Such funding will be provided on an as and when needed basis.

AB

Austin Berk, Chief Financial Officer
Parakeet MHC, LLC.

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 3rd day of October, 2023, by Austin Berk, who is personally known to me or who has produced Drivers License as identification.

Austin Dixon

Print Name Austin Dixon
Notary Public
State of Florida at Large
My Commission Expires: December 12, 2026

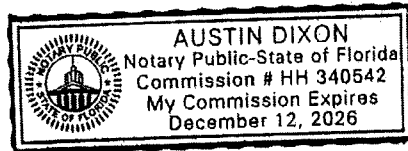


EXHIBIT D

Permits



FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FLORIDA 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

NOTICE OF PERMIT ISSUANCE

In the Matter of an
Application for Permit by:

James M. Bell, Manager/Owner
Applegate MHC, LLC.
10425 Overseas Highway, Number 360
Key Largo, FL 33037
kerriball@yahoo.com

FLA011159-0011-DW3P/NR
Volusia County
Applegate WWTF

Volusia County - DW
Applegate WWTF

Enclosed is Permit Number FLA011159 to operate a domestic wastewater facility issued under Sections 403.087 and 403.0885 of the Florida Statutes.

Monitoring requirements under this permit are effective on September 1, 2019. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements.

NOTICE OF RIGHTS

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

Petition for Administrative Hearing

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

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

the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

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

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

Time Period for Filing a Petition

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

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

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

Judicial Review

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

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



for

Reggie Phillips
Environmental Administrator
Permitting and Waste Clean Up Section

RP/ee

Enclosures: Permit, DMR and SOB

CERTIFICATE OF SERVICE

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

David Smicherko, DEP, david.smicherko@dep.state.fl.us
Sirena Davila, DEP sirena.davila@dep.state.fl.us
Gene Elliott, DEP, gene.elliott@dep.state.fl.us
Mark Cadenhead, P.E., Cadenhead Environmental Engineering Services, Inc.,
mark_cadenhead@bellsouth.net

FILING AND ACKNOWLEDGMENT

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



April 22, 2019

Clerk

Date



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

CENTRAL DISTRICT OFFICE
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FLORIDA 32803

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Applegate MHC, LLC

RESPONSIBLE OFFICIAL:
Jim Ball, Manager/Owner
101425 Overseas Hwy
Key Largo, Florida 33037- 4505
(218) 368-1652
Kerriball@yahoo.com

PERMIT NUMBER: FLA011159
FILE NUMBER: FLA011159-011-DW3P
ISSUANCE DATE: April 22, 2019
EFFECTIVE DATE: July 14, 2019
EXPIRATION DATE: July 13, 2024

FACILITY:

Applegate Estates MHP WWTF
299 Circle Drive
Deland, FL 32724-1586
Volusia County
Latitude: 29°4' 41.72" N Longitude: 81°18' 33.54" W

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

WASTEWATER TREATMENT:

An existing 0.015 MGD annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of aeration, secondary clarification, chlorination and aerobic digestion of residuals. This permit includes the construction of the previously permitted 5,000 gallon surge tank and flow splitter box.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.015 MGD annual average daily flow permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of two rapid infiltration basins with a total wetted area of 0.06 acres having a capacity of 0.015 MGD located approximately at latitude 29°4' 42" N, longitude 81°18' 34" W.

The Department may adopt a Basin Management Action Plan (BMAP) for the DeLeon Springs springshed during the life of this permit. Upon adoption, this permit may be revised to incorporate any applicable requirements for wastewater facilities.
[62-620.610(12)]

PERMITTING HISTORY

Permit -008 was issued effective on July 14, 2014 to Rental Homes Unlimited, Inc. for a 5 year term.

Permitting action -009 was issued January 26, 2016 for a revision to the facility's digester and chlorine contact chamber.

Permitting action -010 was issued June 26, 2017 for transfer of the permit to Applegate MHC, LLC attention Jim Ball, Owner.

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 14 of this permit.

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

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

Parameter	Units	Max. /Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow (To RIBs)	MGD	Max Max	0.015 Report	Annual Average Monthly Average	3 Days/Week	Elapsed Time Measurement on Pump (Pump Log)	FLW-1	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Monthly Geometric Mean Annual Average Single Sample	Monthly	Grab	EFA-1	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	3 Days/Week	Grab	EFA-1	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	3 Days/Week	Grab	EFA-1	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Annually	Grab	EFA-1	See I.A.7
Nitrogen, Total (as N)	Mg/L	Max.	Report	Single Sample	Monthly	Grab	EFA-1	See I.A.6
Phosphorus, Total (as P)	mg/L	Max	Report	Single Sample	Monthly	Grab	EFA-1	See I.A.6

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

Monitoring Site Number	Description of Monitoring Site
FLW-1	Elapsed time meters on lift station pumps
EFA-1	Chlorine contact chamber effluent

- An elapsed time measurement on pump (pump log) shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
- The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report to be used to calculate the annual average. [62-600.440(5)(b)]
- Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.510][62-600.440(5)(c) and (6)(b)]

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6. Monitoring for total nitrogen (TN) and total phosphorus (TP) are required as allowed by Rule 62-600.650(3), FAC, to evaluate impacts of reclaimed water to ground and surface waters in an impaired water basin. [62-600.650(3)]
7. Nitrate nitrogen (NO3) concentration in the water discharged to the land application system shall not exceed 12.0 mg/L or as required to comply with Rule 62-610.510, F.A.C. [62-610.510]

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 (total through plant)	MGD	Max	0.015	Annual Average	3 Days/Week	Elapsed Time Measurement on Pump (Pump Log)	FLW-1	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Total	Monthly	Calculated	FLW-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Annual Average	Annually	Grab	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Annual Average	Annually	Grab	INF-1	See I.B.3

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-1	Elapsed time meters on lift station pumps
INF-1	Raw influent to aeration tank

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-600.660(4)(a)]
4. An elapsed time measurement on pump (pump log) shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
5. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
 - a. 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;

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- b. 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
- c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

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

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

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

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

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

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

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

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

Electronic submittal is preferred, by sending to DEP_CD@dep.state.fl.us.

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

Phone Number - (407)897-4100 [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

A. Basic Requirements

- Biosolids generated by this facility may be transferred to American Bioclean BTF 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 for Monitoring Group RMP-Q in accordance with Condition I.B.7.

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

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

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

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Biosolids leaving the facility

- 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)]
- Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]

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7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

B. Disposal

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

C. Transfer

1. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
2. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility	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)]

D. Receipt

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

III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part IV Rapid Infiltration Basins

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518]
2. The maximum annual average loading rate to the two rapid infiltration basins with a total wetted area of 0.06 acres shall be limited to 9.2 inches per day (as applied to the entire bottom area). [62-610.523(3)]

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3. The two rapid infiltration basins with a total wetted area of 0.06 acres normally shall be loaded for 7 days and shall be rested for 7 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. *[62-610.523(4)]*
4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. *[62-610.523(6) and (7)]*
5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.514 and 62-610.414]*
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

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

A Class D or higher operator for 3 visits/week on nonconsecutive days for a total of 1 1/2 hours/week. The lead/chief operator must be a Class D operator, or higher.

2. An operator meeting the lead/chief operator class for the treatment 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. Daily checks of the plant shall be performed by the permittee or his representative or agent 5 days per week. *[62-699.311(1) and (2)]*

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

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

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - 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;

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- 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)]*
2. Provide a report by August 1, 2020 to evaluate the treatment/control of grease in the system and propose any additional measures for grease control if appropriate. *[62-620.305]*

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

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

VIII. OTHER SPECIFIC CONDITIONS

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. *[62-610.800(10)]*
2. In the event that the 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(5) and 62-640.400(6)]*
3. 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)]*

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4. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
5. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
 - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

6. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
7. 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)]*
8. 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)]*
9. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
10. The permittee shall provide notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility. If pretreatment becomes necessary, this permit may be modified to require the permittee to develop and implement a local pretreatment program in accordance with the requirements of Chapter 62-625, F.A.C.

[62-620.625(2)]

IX. GENERAL CONDITIONS

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

[62-620.610(9)]

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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 any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

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- 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 Central 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.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;

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- (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 Central 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 Central 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)]

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.,

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are met.

- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
- (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



for

Reggie Phillips
Environmental Administrator
Permitting and Waste Clean Up Section

Attachment(s): Discharge Monitoring Report, Statement of Basis.

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

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

PERMITTEE NAME: Applegate MHC LLC	PERMIT NUMBER: FLA011159-011-DW3P	DMR Effective Date: September 1, 2019
MAILING ADDRESS: 101425 Overseas Hwy Key Largo, Florida 33037- 4505	LIMIT: Final	REPORT FREQUENCY: Monthly
FACILITY: Applegate Estates MHP WWTF	CLASS SIZE: N/A	PROGRAM: Domestic
LOCATION: 299 Circle Drive Deland, FL 32724-1586	MONITORING GROUP NUMBER: R-001	
	MONITORING GROUP DESCRIPTION: two Rapid Infiltration Basins (RIBs), with Influent	
	RE-SUBMITTED DMR: <input type="checkbox"/>	
	NO DISCHARGE FROM SITE: <input type="checkbox"/>	
COUNTY: Volusia	MONITORING PERIOD From: _____ To: _____	
OFFICE: Central District		

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow (To RIBs)	Sample Measurement								
PARM Code 50050 Y Mon. Site No. FLW-1	Permit Requirement	0.015 (An. Avg.)	MGD				3 Days/Week	Elapsed Time Measurement on Pump	
Flow (To RIBs)	Sample Measurement								
PARM Code 50050 1 Mon. Site No. FLW-1	Permit Requirement	Report (Mo. Avg.)	MGD				3 Days/Week	Elapsed Time Measurement on Pump	
BOD, Carbonaceous 5 day, 20C	Sample Measurement								
PARM Code 80082 Y Mon. Site No. EFA-1	Permit Requirement			20.0 (An. Avg.)	mg/L		Monthly	Grab	
BOD, Carbonaceous 5 day, 20C	Sample Measurement								
PARM Code 80082 A Mon. Site No. EFA-1	Permit Requirement			60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo. Avg.)	mg/L	Monthly	Grab
Solids, Total Suspended	Sample Measurement								
PARM Code 00530 Y Mon. Site No. EFA-1	Permit Requirement			20.0 (An. Avg.)	mg/L		Monthly	Grab	
Solids, Total Suspended	Sample Measurement								
PARM Code 00530 A Mon. Site No. EFA-1	Permit Requirement			60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo. Avg.)	mg/L	Monthly	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Applegate Estates MHP WWTF

MONITORING GROUP NUMBER: R-001

PERMIT NUMBER: FLA011159-011-DW3P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement							
PARM Code 74055 Y Mon. Site No. EFA-1	Permit Requirement			200 (An. Avg.)	#/100mL		Monthly	Grab
Coliform, Fecal	Sample Measurement							
PARM Code 74055 A Mon. Site No. EFA-1	Permit Requirement			200 (Mo. Geo. Mn.)	800 (Max.)	#/100mL	Monthly	Grab
pH	Sample Measurement							
PARM Code 00400 A Mon. Site No. EFA-1	Permit Requirement			6.0 (Min.)	8.5 (Max.)	s.u.	3 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement							
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement			0.5 (Min.)		mg/L	3 Days/Week	Grab
Nitrogen, Total	Sample Measurement							
PARM Code 00600 A Mon. Site No. EFA-1	Permit Requirement				Report (Max.)	mg/L	Monthly	Grab
Phosphorus, Total (as P)	Sample Measurement							
PARM Code 00665 A Mon. Site No. EFA-1	Permit Requirement				Report (Max.)	mg/L	Monthly	Grab
Flow (total through plant)	Sample Measurement							
PARM Code 50050 P Mon. Site No. FLW-1	Permit Requirement	0.015 (An. Avg.)	MGD				3 Days/Week	Elapsed Time Measurement on Pump
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement							
PARM Code 00180 1 Mon. Site No. FLW-1	Permit Requirement				Report (Mo. Total)	percent	Monthly	Calculated
	Sample Measurement							
	Permit Requirement							
	Sample Measurement							
	Permit Requirement							

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

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

PERMITTEE NAME: Applegate MHC, LLC
 MAILING ADDRESS: 101425 Overseas Hwy
 Key Largo, Florida 33037- 4505

PERMIT NUMBER: FLA011159-011-DW3P

FACILITY: Applegate Estates MHP WWTF
 LOCATION: 299 Circle Drive
 Deland, FL 32724-1586

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: two Rapid Infiltration Basins (RIBs), with Influent

REPORT FREQUENCY: Annually
 PROGRAM: Domestic

COUNTY: Volusia
 OFFICE: Central District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Nitrate, Total (as N)	Sample Measurement							
PARM Code 00620 A Mon. Site No. EFA-1	Permit Requirement			12.0 (Max.)	mg/L		Annually	Grab
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement							
PARM Code 80082 Y Mon. Site No. INF-1	Permit Requirement			Report (An. Avg.)	mg/L		Annually	Grab
Solids, Total Suspended (Influent)	Sample Measurement							
PARM Code 00530 Y Mon. Site No. INF-1	Permit Requirement			Report (An. Avg.)	mg/L		Annually	Grab
	Sample Measurement							
	Permit Requirement							
	Sample Measurement							
	Permit Requirement							

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

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

PERMITTEE NAME: Applegate MHC LLC
 MAILING ADDRESS: 101425 Overseas Hwy
 Key Largo, Florida 33037- 4505

PERMIT NUMBER: FLA011159-011-DW3P

FACILITY: Applegate Estates MHP WWTF
 LOCATION: 299 Circle Drive
 Deland, FL 32724-1586

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

COUNTY: Volusia
 OFFICE: Central District

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated
	Sample Measurement							
	Permit Requirement							
	Sample Measurement							
	Permit Requirement							
	Sample Measurement							
	Permit Requirement							
	Sample Measurement							
	Permit Requirement							

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FLA011159-011-DW3P
From: _____ To: _____

Facility: Applegate Estates MHP WWTF

Code	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L	Solids, Total Suspended mg/L	pH s.u.	Flow (total through plant) MGD			
Mon. Site	80082 EFA-1	50060 EFA-1	74055 EFA-1	00600 EFA-1	00665 EFA-1	00530 EFA-1	00400 EFA-1	50050 FLW-1			
1											
2											
3											
4											
5											
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26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

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

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

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

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

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

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

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

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

CODE	DESCRIPTION/INSTRUCTIONS	CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.	NOD	No discharge from/to site.
DRY	Dry Well	OPS	Operations were shutdown so no sample could be taken.
FLD	Flood disaster.	OTH	Other. Please enter an explanation of why monitoring data were not available.
IFS	Insufficient flow for sampling.	SEF	Sampling equipment failure.
LS	Lost sample.		
MNR	Monitoring not required this period.		

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

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

PART A -DISCHARGE MONITORING REPORT (DMR)

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

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

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

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

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

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

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

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

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

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

PART B - DAILY SAMPLE RESULTS

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

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

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

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

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

PART D - GROUND WATER MONITORING REPORT

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

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

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

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

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

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

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

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

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

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

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

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

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

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

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

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

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

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

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

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

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

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

PERMIT NUMBER: FLA011159-011

FACILITY NAME: Applegate Estates WWTF

FACILITY LOCATION: 299 Circle Drive
Deland, FL 32724-1586
Volusia County

NAME OF PERMITTEE: Applegate MHC LLC

PERMIT WRITER: E. Elliott

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA011159-011-DW3P

Application Submittal Date: December 28, 2018

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.015 MGD Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	0 MGD Annual Average Daily Flow
Proposed Total Permitted Capacity:	0.015 MGD Annual Average Daily Flow

d. Description of Wastewater Treatment

An existing 0.015 MGD annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of aeration, secondary clarification, chlorination and aerobic digestion of residuals. This permit includes the construction of the previously permitted 5,000 gallon surge tank and flow splitter box.

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

R-001 is a reuse system which consists of two rapid infiltration basins with a total wetted area of 0.06 acres having a capacity of 0.015 MGD located approximately at latitude 29°4' 42" N, longitude 81°18' 34" W.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to direct reclaimed water to Reuse System R-001, a rapid infiltration basin system, based on the following:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow (To RIBs)	MGD	Max	0.015	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(a)1. FAC
		Max	30.0	Monthly Average	62-610.510 & 62-600.420(3)(a)2. FAC
		Max	45.0	Weekly Average	62-610.510 & 62-600.420(3)(a)3. FAC
		Max	60.0	Single Sample	62-610.510 & 62-600.420(3)(a)4. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(b)1. FAC
		Max	30.0	Monthly Average	62-610.510 & 62-600.420(3)(b)2. FAC
		Max	45.0	Weekly Average	62-610.510 & 62-600.420(3)(b)3. FAC
		Max	60.0	Single Sample	62-610.510 & 62-600.420(3)(b)4. FAC
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-610.510 & 62-600.440(5)(a)2. FAC
		Max	200	Annual Average	62-610.510 & 62-600.440(5)(a)1. FAC
		Max	800	Single Sample	62-610.510 & 62-600.440(5)(a)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(5)(c) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	62-610.510(1) FAC
Nitrogen, Total (as N)	Mg/L	Max.	Report	Single Sample	62-610.810(5) FAC
Phosphorus, Total (as P)	Mg/L	Max.	Report	Single Sample	62-610.810(5) FAC

Nitrate sampling is reduced to annually in accordance with Rule 62-600.650(3), FAC.

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow (total through plant)	MGD	Max	0.015	Annual Average	62-600.700(2)(b) FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Total	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent) *	mg/L	Max	Report	Annual Average	62-600.650(3) FAC

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Solids, Total Suspended (Influent) *	mg/L	Max	Report	Annual Average	62-600.650(3) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-600 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-600, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

* Influent sampling is reduced to annually in accordance with Rule 62-600.650(3), FAC.

4. IMPAIRMENT STATUS OF RECEIVING WATERS

This facility does not discharge to surface waters. However, the rapid infiltration basins land application system is located in a primary interest region of the DeLeon Springs BMAP area. When effluent is land applied it infiltrates into groundwater and has the potential to deliver nutrient loads to the aquifer and hydrologically connected surface waters. Monitoring for total nitrogen and total phosphorus is included for the rapid infiltration system in permit condition) I.A.6 in order to provide reasonable assurance that the discharge to ground waters will not cause or contribute to the nutrient impairment in the basin.

The Department may adopt a Basin Management Action Plan (BMAP) for the DeLand Springs springshed during the life of this permit. Upon adoption, this permit may be revised to incorporate any applicable requirements for wastewater facilities. [62-620.610(12)]

5. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA011159-011-DW3P expires on July 13, 2019. Adding Total Phosphorus to effluent sampling to assess impacts of nutrients into ground water.

6. BIOSOLIDS MANAGEMENT REQUIREMENTS

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

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

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

7. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

8. PERMIT SCHEDULES

1. Provide a report by August 1, 2020 to evaluate the treatment/control of grease in the system and propose any additional measures for grease control if appropriate. [62-620.305]

9. INDUSTRIAL PRETREATMENT REQUIREMENTS

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

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

This facility has not entered into an administrative or consent order with the Department.

11. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

12. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 14. Copies will be provided at a minimal charge per page.

13. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Permit Issuance

April 22, 2019

14. DEP CONTACT

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

DEP_CD@dep.state.fl.us
Central District Office

3319 Maguire Blvd, Suite 232
Orlando, FL 32803-3767

Telephone No.: 407-897-4132

EXHIBIT E

Water DOH compliance

Mission:

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



Ron DeSantis
Governor

Scott A. Rivkees, MD
Florida Surgeon General

Vision: To be the Healthiest State in the Nation

April 12, 2022

Zach Schwartz, Manager
Applegate Mobile Home Community
Parakeet Communities
10221 River Road 59831
Potomac, MD 20859

Sent via email to: zach@parakeetcommunities.com

**RE: PWS # 3640285 – Applegate MHC Community Public Water System
Compliance Inspection Reports**

Dear Mr. Schwartz

This will confirm my visits to the Applegate MHC on 4/4/2022, 4/6/2022, 4/7/2022, and 4/8/2022 for the purpose of conducting compliance inspections of this public water system due to four water quality complaints received by the Department. The completed inspection reports are enclosed for your reference and records.

Four deficiencies were noted and are listed on page three of the enclosed sanitary survey report, along with the recommended corrective actions for each deficiency. A reference to the pertinent section of the Florida Administrative Code (FAC) is also provided.

You are required to correct the above deficiencies by no later than **May 12, 2022**. On or before this date, provide a *written response* to this Department stating that all deficiencies have been corrected, or listing the date of completion for any items still in progress. If any deficiencies need further explanation, please contact me immediately.

In conclusion, I would like to thank you and the system's water operator for your cooperation during these inspections. If you should have any questions regarding this correspondence, please feel free to contact me at (386) 457-6268, or by e-mail at Debra.Knight@flhealth.gov.

Sincerely,

A handwritten signature in cursive script that reads "Debra L Knight".

Debra Knight
Environmental Specialist II
Safe Drinking Water Program
Florida Department of Health Volusia County

c.c.: Wendy Milenkevich, Parakeet Communities, wendy@parakeetcommunities.com
Biometric Utility Consultants, Manager@biometricutility.com

Florida Department of Health In Volusia County
Environmental Health • Engineering
717 W Canal Street, • New Smyrna Beach, FL 32168
PHONE: 386-457-6268 • FAX: 386-736-5433
FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

State of Florida
Department of Health
Volusia County Health Department

WATER TREATMENT PLANT COMPLIANCE REPORT

Plant Name Applegate Mobile Home Community County Volusia PWS ID # 3640285
Plant Location 399 Circle Dr. Phone _____
Owner Name Parakeet Communities Phone (561)212-2571
Owner Address 10221 River Road, Potomac, MD 20859
Contact Person Zach Schwartz / Wendy Milenkevich Title _____ Phone (561)212-2571
Email Address wendy@parakeetcommunities.com
Inspection Dates 4/4/22, 4/6/22, 4/7/22, and 4/8/22 Last C.I. Date 7/28/17 Last Survey Date 4/21/20

COMPLIANCE INSPECTION

These compliance inspections were triggered by four complaints received by our Department. A series of four inspections were conducted on 4/4/22, 4/6/22, 4/7/22, and 4/8/22.

1. The complaint submitted on 4/4/22 was in regard to the conditions at the plant, especially the aerator. Some of the aerator screens were covered with algae and the aerator trays were covered with slime and algae. This complaint was found to be valid.
2. The complaint submitted on 4/4/22 was in regards to disinfection and the chlorine residual received at the residence. An inspection was conducted 4/6/22 and the complaint was found to be valid.
3. The complaint submitted on 4/5/22 was in regards to disinfection and the chlorine residual received at the residence. An inspection was conducted 4/6/22 and the complaint was found to be valid.
4. The complaint submitted on 4/11/22 was in regards to disinfection and the chlorine residual received at the mobile home park. This complaint did not trigger an inspection as this issue was addressed on 4/8/22.

4/4/22 COMPLIANCE INSPECTION

PWS TYPE: Community

PLANT CATEGORY & CLASS: (5D)

MAX-DAY DESIGN CAPACITY: 184,000 gpd

TREATMENT PROCESSES IN USE

Aeration, hypochlorination, blended phosphate

SERVICE AREA CHARACTERISTICS

Mobile Home Park, Street of Single-Family Homes & Convenience Store

Food Service: Yes No N/A

Number of Service Connections 139

Population Served 275 Basis 2/2022 Monthly
Operating Report (MOR).

CERTIFIED OPERATOR: Yes

Operator(s) & Certification Class-Number:

Carlos Tola A-0003758, Carlos Tola Jr C-0013475, Joe Fine C-0024447, Jofre Miller C-0023360, and Sarapio Blancas C-0020475

RAW WATER SOURCE

Number of Wells 2

DISINFECTION

Type: Hypochlorination

Day Tank Capacity: 150 gallons. (Out of service) *

Observed five-gallon jugs on site with the day tank's piping attached.

Injection Points: Pipe going into aerator.

Disinfection Residuals (ppm)

Point-of-entry: **5.5

DPD Test Kit: On-site With operator
 None Not Used Daily

Safety Equipment: With operator.

Comments: *The day tank is empty as no chlorine deliveries due to the owner not signing a contract with the chlorine delivery company. ** Notified operating company 4/4/22 while on site of 5.5 mg/L free residual chlorine. Operating Company came to site and reduced the chlorine feed setting. On 4/6/22 Operating Company sent an incident report reported 2.0 ppm and delivered more chlorine in the evening.

AERATION (Gases, Fe, & Mn Removal)

Type Tray Capacity 100

Aerator Condition Fair

Bloodworm Presence No

Visible Algae Growth Yes*

Protective Screen Condition Fair

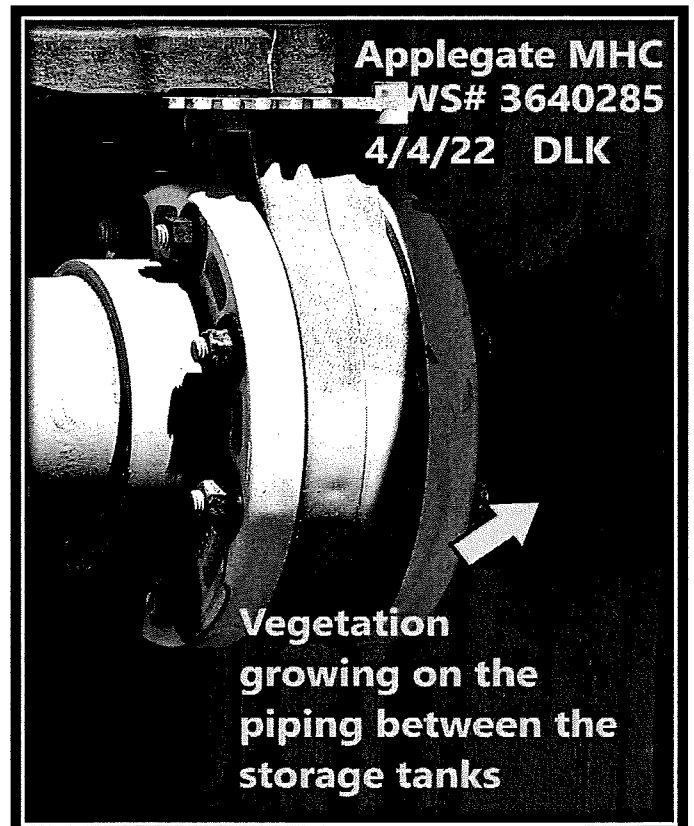
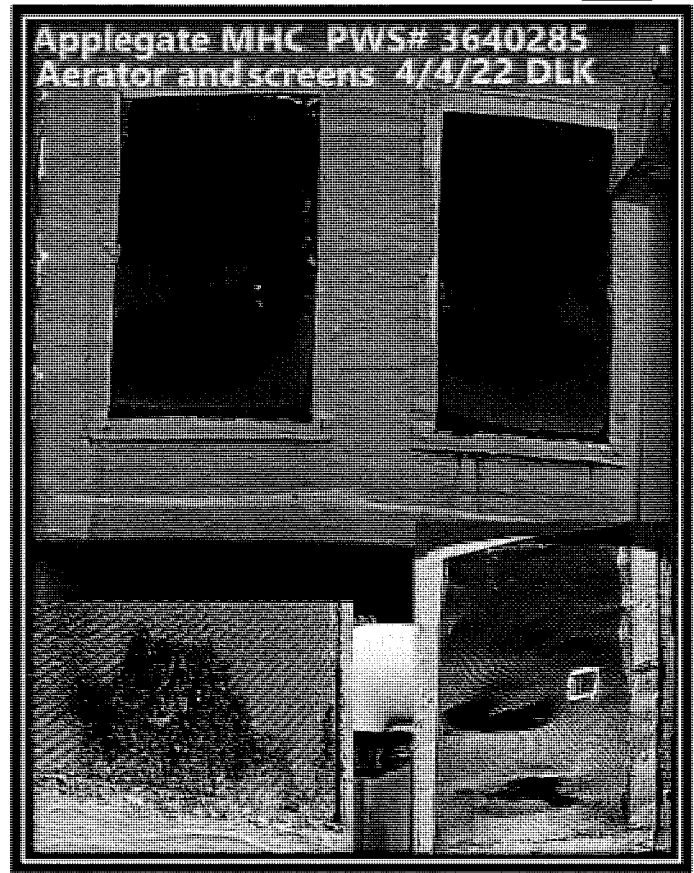
Comments: *The aerator screens are covered with algae on the inside and outside. **The cascade trays appear covered with algae. O+M manual states that the Aerator is to be cleaned every 2 months or as needed.

STORAGE FACILITIES

(G) Ground (H) Hydropneumatic (E) Elevated
 (B) Bladder (C) Clear well (O) Other

Tank Type/Number	O1	O2	B-(1- 6)
Capacity (gal)	3400	2060	119 (each)
Material	Concrete*	Concrete*	Steel
Gravity Drain	No	No	Yes
By-pass Piping	Yes	Yes	Yes
Pressure Gauge	N/A	N/A	Yes
Sight Glass or Level Indicator	No	No	No
Fittings for Sight Glass	No	No	No
Protected Openings	Yes	Yes	No
PRV/ARV	N/A	N/A	Yes
On/Off Pressure	N/A	N/A	40/55
Access Hatch?	Yes	Yes	No
Height to Max. Water Level	N/A	N/A	N/A
Date Last Cleaned/Inspected	4/2016	4/2016	8/2019
Date Installed?	1992	1992	6/1/2017
Tank protected from Vandalism?	Yes	Yes	Yes

Comments: *Vegetation was observed growing on the piping between the storage tanks. Staining was observed on the tanks due to overflow.



4/6/22 COMPLIANCE INSPECTION

Went to the complainant residences to check for disinfection residual. No free chlorine residual was found at either residence. The plant's point of entry to the distribution system (POE) was checked and determined to have no free chlorine residual. The operator, Mr. Tola was contacted. It was again stated that the facility was out of chlorine as the facility did not have a contract for chlorine delivery and the operators could only bring 5-gallon jugs. Incident reports for 4/4/22 and 4/6/22 were requested and received by the Department at 3:36 pm.

4/7/22 COMPLIANCE INSPECTION

The free chlorine was checked at the plant's POE was checked and found to have no chlorine. Mr. Tola was contacted. An incident report was received on 4/7/22 stating that the 5-gallon chlorine container would be switched to a 15 gallon and that at 12:30 pm the free chlorine residual was 3 mg/L at the POE.

4/8/22 COMPLIANCE INSPECTION

At 8:54 am, Mr. Tola sent pictures confirming that the free chlorine residual at the POE was 2.0 mg/L. At 4:30 pm, the chlorine was checked at the distribution system on Oak avenue. The free chlorine residual was found to be 0.68 mg/L. The complainants were informed that the free chlorine residual was within allowable limits.

Deficiencies:**Rule Reference
(Florida Administrative Code)**

1. Aerator cascade trays are covered with algae and slime. **Ch. 62-555.350(2), FAC.**
Corrective Action: Clean the cascade tray as specified in the Operations and Maintenance manual. **Complete by May 9, 2022.**
2. Aerator screens are covered with algae inside and outside. **Ch. 62-555.350(2), FAC.**
Corrective Action: Clean or replace the aerator screens. **Complete by May 9, 2022.**
3. Algae was observed on the piping between the concrete aeration settling tanks. **Ch. 62-555.350(2), FAC**
Corrective Action: Remove vegetation growing on piping between the concrete storage tanks. **Complete by May 9, 2022.**
4. Free chlorine residual was found below 0.2 PPM at the facility's remote sample site. Please note that this deficiency was observed on both 4/6/22 and 4/7/22. The operator corrected these deficiencies when notified, however the lack of chlorine chemical at the facility is direct cause of this deficiency. **Ch. 62-555.350(6), FAC**
Corrective Action: Please report what actions will be taken to maintain a continuous minimum free chlorine residual of 0.2 PPM. Please provide a copy of the new chlorine delivery contract. **Complete by May 9, 2022.**

Comments/Recommendations:

1. Ensure records of customer complaints, line breaks, boil water notices, etc. are kept on site or at a convenient location and are available for inspection.
2. The security fence surrounding the water plant should be higher. A six-foot fence is recommended.

EXHIBIT F
Legal Description

LEGAL DESCRIPTION:

ALL OF LOTS A AND B, AND THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LOCATED IN SECTION 28, TOWNSHIP 16 SOUTH RANGE 30 EAST, AND THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, ALL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 11, HAVING A 200.00 FOOT RIGHT-OF-WAY; THENCE S00°43'19"E ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 11, A DISTANCE OF 1312.31 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°35'41"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT C, A DISTANCE OF 1180.87 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°43'19"E ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 244.42 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF PARCEL 3, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8125, PAGE 4012, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN S50°22'13"W ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 412.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE N41°38'55"W ALONG THE WESTERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 416.74 FEET TO A POINT ON AFORESAID SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT; THENCE N49°10'51"E, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 2320.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 27.77 ACRES, MORE OR LESS.

EXHIBIT G

99-Year Lease

**99-YEAR LEASE AGREEMENT FOR
WATER & WASTEWATER TREATMENT FACILITIES SITES**

This 99-Year Lease for Wastewater Treatment Facilities (the "Lease") is made and entered into between APPLGATE MH COMMUNITY, LLC, (the "Lessor") and APPLGATE UTILITY, LLC (the Lessee), dated as of the 2nd day of October, 2023.

RECITALS:

A. Lessor is the owner of the real property in Volusia County, Florida operated as the Applegate Mobile Home Community.

B. Lessee is the owner of certain water & wastewater facilities including water source, treatment facilities and distribution mains system (the "Water Treatment System"); as well as wastewater collection mains, transmission facilities, pumping stations, a treatment plant and disposal system (the "Wastewater Treatment System"). The Water & Wastewater Treatment Systems are sometimes hereafter collectively referred to as the "Systems". The Systems are located within the boundaries of the water and wastewater certificated area granted by the Florida Public Service Commission and service. Lessee's service area as more particularly described and outlined in Exhibit A hereto.

C. The "Leased Premises" upon which the water & wastewater treatment facilities, the well, pump house, the effluent pond and the spray fields are outlined in Exhibit B hereto.

D. Lessor has agreed to lease the Leased Premises to Lessee pursuant to a Lease Agreement, the terms of which grant Lessee the right to lease the Leased Premises from Lessor; to grant a separate non-exclusive perpetual easement and rights of way through, under, over, on and across the Applegate Mobile Home Community to patrol, inspect, alter, improve, repair, rebuild, remove, replace, construct, reconstruct, operate and maintain System and other attachment, fixtures, equipment, and accessories desirable in connection therewith over, under, through, upon and across the Applegate Mobile Home Community at such places, streets, parcels and lots as may be necessary for efficient delivery of utility services to all occupants in the Applegate Mobile Home Community, and to assign such existing easements to Lessee as may be necessary for the foregoing purposes.

E. Lessor acknowledges that Lessee is the sole and exclusive provider of wastewater utility service to the Applegate Mobile Home Community and Lessee acknowledges that it is capable of providing utility services to the residents and the common areas of the Applegate Mobile Home Community.

F. Lessor and Lessee desire to set forth herein the terms and conditions under which the Lessee shall be granted the sole and exclusive right to use the Leased Premises to operate and maintain the System so that Lessee can continue to provide water & wastewater utility services to the residents of the Applegate Mobile Home Community.

G. The Parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement.

ACCORDINGLY, for and in consideration of the sum of Ten (\$10.00) Dollars, the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are

hereby acknowledged by the parties, the parties agree as follows:

1. **AGREEMENT TO LEASE.** Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases the Leased Premises exclusively to Lessee and Lessee does hereby hire and take the Leased Premises from Lessor.

2. **TERM.** To have and to hold for a term of ninety-nine (99) years, unless sooner terminated, as provided hereinbelow. The term of this lease shall commence on the date on which the last of the parties executes the Agreement below ("Effective Date") and shall expire ninety-nine (99) years from that date. Notwithstanding any other provisions of this Agreement, this Lease shall terminate immediately upon Lessee's discontinuing use of the Leased Premises for operation of water &/or wastewater utility purposes subject to the requirements as outlined in Paragraph 29 hereof.

3. **RENTAL.** The rent reserved under this Agreement shall be as follows:

(a) Annual rental of \$ 943.50 per year, payable on the first day of each year. Such rental payment is based upon the calculation as contained in Exhibit C hereto.

(b) The annual rental amounts in subparagraph (a) above shall be subject to increase based upon the increase for the most recent 3 calendar years in the Consumer Price Index (as hereinafter defined) commencing on the thirty-seventh (37) month from the date of this Agreement. Every three (3) years thereafter, rental amounts shall be increased to an amount equal to the increase in the Consumer Price Index for the previous three years which shall be determined every three (3) years and paid at the new rental rate adjusted by the cumulative increase over the prior three (3) years. "Consumer Price Index" shall mean the Consumer Price Index which is presently designed as the United States City Average for All Urban Consumers, All Items, with a base period equaling 100 in 1982-84. In the event the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index chosen by Lessor as a comparable and recognized index of the purchasing power of the United States consumer dollar published the United States Department of Labor or other governmental agency.

(c) Failure of Lessor to implement the allowed increases in annual rentals as provided for herein for any 3 year period shall not prevent Lessor from implementing or increase in such rents based upon the cumulative increase in the Consumer Price Index at any time Lessor decides to enforce the right to an increase in rent.

(d) Real estate taxes (both ad valorem taxes and non ad valorem taxes) and special assessments, if any, shall be paid by Lessee.

(e) Personal property taxes on the System, and necessary license and occupational fees, insurance, repair, maintenance and compliance costs for the System shall be paid by Lessee.

4. **CONDITION OF PREMISES.** The Premises are leased subject to any and all conditions that an accurate examination of the Premises would disclose, Lessee agreeing to

indemnity Lessor against any and all claims for personal injury or property damage to Lessee's property caused by any defects in the Premises.

5. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, now encumbering the Premises, or which Lessor may at any time place against the Premises. Lessee agrees to execute such documents as may be requested by any mortgagee to evidence the subordination contained herein; provided, however, that as a condition of such subordination, the holder of such mortgage shall be required to agree with Lessee that, notwithstanding the foreclosure of such mortgage, Lessee's occupancy of the Premises shall not be disturbed so long as Lessee is not in default hereunder and agrees to perform all obligations owed to Lessor hereunder for the benefit of such Mortgagee.

6. **REPAIR OF PREMISES.** Lessee will keep the Premises in a clean and sanitary condition during the term of this Lease and any renewal terms, at Lessee's expense, and will comply with all governmental ordinances and directions of proper public officers in connection with such maintenance during the term of this Lease.

7. **NET LEASE.** It is the intent of Lessor and Lessee that this Lease be a "Triple Net Lease", meaning that Lessee shall be responsible for the payment of all insurance, utilities, repairs, maintenance, replacement, sales and use taxes, property taxes and charges and impositions relative to the Premises and/or Lessee's use and occupancy thereof, except that Lessee shall not be responsible for the payment of any mortgages or other liens placed upon the premises by Lessor nor for the payment of any income taxes of Lessor.

8. **ALTERATIONS BY LESSEE.** Lessor agrees that Lessee may make, at its own expense, any alterations, repairs, replacements or additions to the improvements on the Premises, provided:

(a) Lessee shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules, regulations and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of Fire Insurance Underwriters; and,

(b) The Premises shall at all times be kept free and clear of all mechanic's, materialmen's, labor or other liens or claims of liens, and Lessee agrees to indemnify and save harmless Lessor from all claims, demands and liability, including damage to person or property arising out of or in connection with any such work; and,

Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the Premises or to any buildings or improvements thereon or to any part thereof Pursuant to Florida Statute §713.10, it is the intent of the parties hereto that Lessors interest in the Premises shall not be subject to any liens filed because of Lessee's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises.

9. **UTILITIES.** Lessee shall pay for all utility services supplied to the Premises

for the benefit of Lessee and shall pay all charges for the collection of refuse from the Premises.

10. **LICENSES, FEES AND TAXES.** Lessee shall pay all state, county, municipal, occupational or other licenses, fees and taxes which may be imposed upon the business or occupation of Lessee conducted on or from the Premises and shall pay any tax imposed by the State of Florida on rentals. Lessee covenants to promptly pay when due all real property taxes and tangible personal property taxes relating to the Premises. If the tenancy hereof shall end before rendition of a tax bill for such year, Lessee will pay to Lessor Lessee's pro-rata portion of such taxes based upon the assessments for the prior year.

11. **USE.** The Premises may be used for any and all legal purposes so long as such use does not change the character of the Premises. Except as hereinafter provided, Lessee shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances, in or upon, or connected with, Lessee's use of the Premises. Lessee will not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void.

In the event Lessee contaminates the Premises or any adjacent property with hazardous waste in connection with its use of the Premises, Lessee agrees to hold harmless and indemnify Lessor, and Lessor's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including attorneys' fees, paralegals' fees, legal assistants' fees and costs, and against all liability, losses and damages of any nature whatsoever, that Lessor may at any time sustain by reason of any such contamination.

12. **REPRESENTATIONS OF LESSOR.** Lessor represents that as of the Commencement Date, the Premises complies with all applicable laws, ordinances, statutes, regulations, orders, rules and restrictions relating thereto (the "Applicable Laws"), and that the Premises and the existing and prior uses thereof (including any uses by its former Lessees) has not prior to the Commencement Date and does not currently violate the provisions of any Applicable Laws relating thereto. If the Premises at any time fails to be in compliance with the Applicable Laws based upon the actions or inactions of Lessor prior to the Commencement Date, Lessee shall notify Lessor of such lack of compliance and, within seven (7) days of such notice, Lessor shall take all necessary measures to bring the Premises into compliance with the Applicable Laws.

13. **INSURANCE.** At all times subsequent to the commencement date of the term of this Lease and during the full term, Lessee shall keep the Premises covered, at Lessee's sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance.

All insurance required to be maintained by Lessee shall be effected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in Florida and of recognized responsibility satisfactory to Lessor. Within fifteen (15) days after the commencement of the term of this Lease, Lessee shall promptly deliver to Lessor the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Lessee and Lessor shall be furnished with satisfactory evidence of such payment.

All policies of insurance required to be maintained by Lessee shall name Lessee and

Lessor as the insureds as their respective interests may appear.

14. **DESTRUCTION BY CASUALTY.** In the event of damage or destruction to the Premises, or any portion thereof, by fire or other cause, Lessee shall have the option to repair or restore the same, as the case may be, at Lessee's expense, or to terminate this Lease. If termination is elected, the provisions of Section 29 hereof shall become applicable.

15. **CONDEMNATION.** In the event that any portion of the Premises or all of the Premises are taken under condemnation proceedings, or by sale under threat of condemnation, Lessee shall have no right to any portion of the condemnation award, except for Lessee's utility property (as discussed herein). If the portion of the Premises taken is such that Lessee is not materially affected in the conduct of Lessee's business, then this Lease shall continue in full force and effect with no abatement of the obligations of Lessee hereunder as though such property was not taken. If, on the other hand, the taking of a portion of the Premises is such as to materially affect the conduct of Lessee's business, then and in that event, Lessee shall have the right to terminate this Lease, subject to the provisions of an equitable abatement of rent hereunder.

16. **ENTRY UPON PREMISES.** Lessee agrees that Lessor may at any reasonable time or times during the business hours of Lessee, enter upon the Premises for the purpose of inspecting the same, or to make necessary repairs where Lessor is obligated to make such repairs or where Lessee is delinquent in making repairs it is obligated to make.

17. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not sublet the Premises or assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld.

Notwithstanding anything stated above, Lessee shall at all times during the term hereof have the right without having to obtain Lessor's prior approval therefor to assign this Lease or to sublease all or any portion of the Premises to (I) any Affiliate (defined below) of Lessee, any successor entities or persons by virtue of merger, consolidation, liquidation, reorganization or other operation of law; (ii) to the purchaser (or an Affiliate of the purchaser) of any material portion of the assets of Lessee, or any portion of the business conducted by Lessee at the Premises (however, Lessee shall at all times remain responsible for the payment of the Rent hereunder); (iii) any partnership or joint venture in which Lessee or an Affiliate of Lessee is a partner or a joint venturer that actively participates in the business thereof; and (iv) any entity occupying space in the Premises principally for the purpose of providing services to Lessee or its Affiliates. As used in this Lease, the Term "Affiliate" shall mean (I) any person or entity controlling, controlled by or under common control with Lessee, or (ii) any person or entity controlling, controlled by or under common control with Lessee's parent or any subsidiary of any tier of Lessee's parent. "Control" as used herein means the power, directly or indirectly, to direct or cause the direction of the management and policies of the controlled person or entity. The ownership, directly or indirectly, of at least 51% of the voting securities of, or the possession of the right to vote in the ordinary direction of its affairs at least 51% of the voting interest in, any person or entity shall be presumed to constitute such control.

18. **COVENANTS AS TO BREACH AND REMEDIES.** In addition to default by Lessee in any of Lessee's promises or covenants hereunder, either, (a) the appointment of a receiver to take possession of all, or substantially all, of Lessee's property, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall also constitute a breach of this Lease by Lessee.

In the event of breach of this Lease by Lessee, if Lessee has not cured such default within 14 days of Lessee's receipt of written notice from Lessor describing such default, or in the event of renunciation of this Lease by Lessee before the expiration of the term hereof, Lessor may:

(a) Treat this Lease as terminated and resume possession of the Premises, having immediate right of reentry, and may remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee; or

(b) Lessor may retake possession of the Premises for the account of Lessee and relet the Premises; or,

(c) Lessor may stand by and do nothing and shall have the right to sue Lessee for any sums or obligations due hereunder.

No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless written notice of such intention be given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction.

In the event Lessee defaults or breaches any of the terms, conditions or promises of Lessee herein contained, and Lessor is put to the necessity of employing an attorney **in** order to collect any sum or sums of money which may be due by reason of such default, or otherwise take such steps or legal action as may be necessary to enforce such terms, conditions or promises, then Lessee agrees to pay reasonable attorneys' fees, paralegals' fees, legal assistants' fees and court costs and expenses in connection therewith.

19. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS.** In the event Lessor shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Lessee to perform one or more of the covenants herein contained to be kept and performed by Lessee, then in such event, the sum or sums so paid by Lessor, together with all interest, expense or obligations incurred by Lessor, shall be considered as additional rent and shall be due and payable from Lessee to Lessor.

20. **NOTICES.** All notices to be given to Lessee shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed to Lessee at:

Applegate Utility, LLC
10221 River Road, Ste 59831
Potomac, MD 20859

Notices and rental payments hereunder to be given to Lessor shall be given in a like manner and addressed to Lessor at:

APPLEGATE MH COMMUNITY, LLC
10221 River Road, Ste 59831
Potomac, MD 20859

or such other address as Lessor shall hereafter designate in writing. Notice shall be deemed to have been given upon receipt if given by personal delivery or three (3) days after deposit in the mail if mailed.

21. **WAIVER.** In the event Lessor does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies that Lessor shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Lease.

22. **SUCCESSORS AND ASSIGNS.** The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.

23. **INVALIDITY OF ANY PROVISIONS.** If any term, covenant, condition or provision of this Lease shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

24. **MISCELLANEOUS.** The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.

25. **HAZARDOUS SUBSTANCES.** Lessee shall indemnify, protect and hold harmless Lessor and each of its respective subsidiaries from and against all costs and damages incurred by Lessor in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) the operations of the Lessee after the Commencement Date and (ii) the activities of third parties affiliated with Lessee or invited on the Premises by Lessee. Lessor shall indemnify, protect and hold harmless Lessee and each of its respective subsidiaries from and against all costs and damages incurred by Lessee in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) any activity or action by any party prior to the Commencement Date, (ii) the condition of the Premises prior to the Commencement Date, including any future manifestations of such conditions, or (iii) the activities of Lessor or the activities of any third party not affiliated with Lessee and not invited on the Premises by Lessee. Each party agrees that such party will promptly give written notice to the other party of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any hazardous substance or environmental law of which such party has actual notice.

26. **REQUIRED STATEMENT.** Florida Statute §404.056(7) requires the following statement to be included in this Lease: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. **WAIVER OF JURY TRIAL.** Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other or any

matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and/or claim of injury or damage.

28. **RELATIONSHIP OF THE PARTIES.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between Lessor and Lessee; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of Lessor and Lessee shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

29. **OBLIGATIONS OF LESSEE ON TERMINATION.** Lessee agrees that upon the termination of this Lease for whatever reason, either upon the completion of the term hereof or otherwise, it will, at its sole cost and expense, (i) cause the water & wastewater treatment plants situated on the Premises and all percolation ponds, drainfields and other components of the utility system situated on the Premises (but exclusive of lines and laterals which are underground) to be decommissioned in accordance with all applicable regulations of the Florida Department of Environmental Protection, the County and any other state or federal agency having jurisdiction; (ii) remove all equipment, fixtures and personalty from any structures on the Premises.

30. **QUIET ENJOYMENT.** Lessor covenants that it now has good title to the Premises, free and clear of all liens and encumbrances. Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.

31. **LIABILITY.**


(a) Lessee shall be liable to Lessor for and shall indemnify and hold harmless Lessor and Lessor's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessee or Lessee's partners, venturers, directors, officers, agents, employees, or by any breach, violation or non-performance of any covenant of Lessee under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease by Lessor or Lessor's partners, venturers, directors, officers, agents, or employees. If any action or proceeding should be brought by or against Lessor in connection with any such liability or claim, Lessee, on notice from Lessor, shall defend such action or proceeding, at Lessee's expense, by or through attorneys reasonably satisfactory to Lessor.

(b) Lessor shall be liable to Lessee for and shall indemnify and hold harmless Lessee and Lessee's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessor or Lessor's


partners, venturers, directors, officers, agents, or employees, or by any breach, violation or non-performance of any covenant of Lessor under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease.

32. GUARANTY OF PERFORMANCE. For valuable consideration, the undersigned irrevocably and unconditionally guarantees to Lessor the full, faithful and punctual performance by Lessee of all of Lessee's covenants and agreements contained in this Lease, or any extensions or renewals thereof, and agrees that any extensions, postponements, either of payment or enforcement, waivers, releases of any rights against any party, or releases of any security shall not affect the undersigned's absolute and unconditional liability hereunder. Demand, notice of default or of nonpayment, and all suretyship defenses whatsoever are hereby waived.

Dated, signed, sealed, and delivered as of the date set forth below.


Jonathan Weiss (Oct 2, 2023 19:18 EDT)
Witness
LLC

Zachary Schwartz
Witness


Jonathan Weiss (Oct 2, 2023 19:18 EDT)
Witness

Zachary Schwartz
Witness


By: Lessor: APLEGATE MH COMMUNITY,


By: Lessee: APLEGATE UTILITY, LLC

Exhibit A

APPLEGATE UTILITY, LLC

WATER & WASTEWATER SERVICE AREA

ALL OF LOTS A AND B, AND THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LOCATED IN SECTION 28, TOWNSHIP 16 SOUTH RANGE 30 EAST, AND THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, ALL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 11, HAVING A 200.00 FOOT RIGHT-OF-WAY; THENCE S00°43'19"E ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 11, A DISTANCE OF 1312.31 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°35'41"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT C, A DISTANCE OF 1180.87 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°43'19"E ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 244.42 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF PARCEL 3, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8125, PAGE 4012, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN S50°22'13"W ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 412.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE N41°38'55"W ALONG THE WESTERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 416.74 FEET TO A POINT ON AFORESAID SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT; THENCE N49°10'51"E, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 2320.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 27.77 ACRES, MORE OR LESS

Exhibit B

99 Year Lease between
APPLEGATE MH COMMUNITY, LLC, LLC and
APPLEGATE UTILITY, LLC

LEASED PREMISES

DOVER SUBDIVISION, PLAT BOOK 29, PAGE 144

LOT 35

LOT 34

LOT 33

LOT 32

LOT 31

LOT 30

LOT 29

ANT

N.E. CORNER OF U.S. GOVERNMENT LOT 4

S48°49'42"W 155.54'(D)

TREATMENT POND

DRAINAGE POND

6" C.L.F.

6" C.L.F.

4" C.L.F.

N41°10'18"W 100'(D)

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LINE TABLE	
BOUNDARY	---
TIE LINE	----
LOT LINE	----
BUILDING	----
CENTERLINE	----
RIGHT OF WAY	----

1 STORY WOOD FRAME BUILDING
CONC. PAD W/ 4" DIAMETER TANK
POB
S.W. CORNER OF LOT B
E. LINE OF U.S. GOVERNMENT LOT 4 IN SECTION 29-18-30
W. LINE OF LOT C & W. LINE OF SECTION 28-16-30

CONC. TANK'S
5.8'x6.0' CONC. PAD
WOOD SHED WOOD FLOOR
WOOD SHED WOOD FLOOR
2,152.058 SQ. FT.
0.049 ACRES
S. LINE OF LOT B
N. LINE OF LOT C

LOT B

OAK DR

N48°49'42"E 61.42'

N69°26'42"E 60.19'(D)

DOVER SUBDIVISION, PLAT BOOK 29, PAGE 144

LOT 38

LOT 37

LOT 36

LOT 35

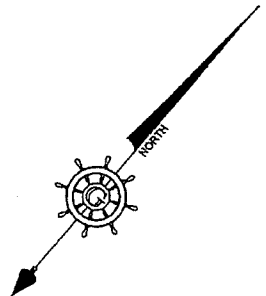
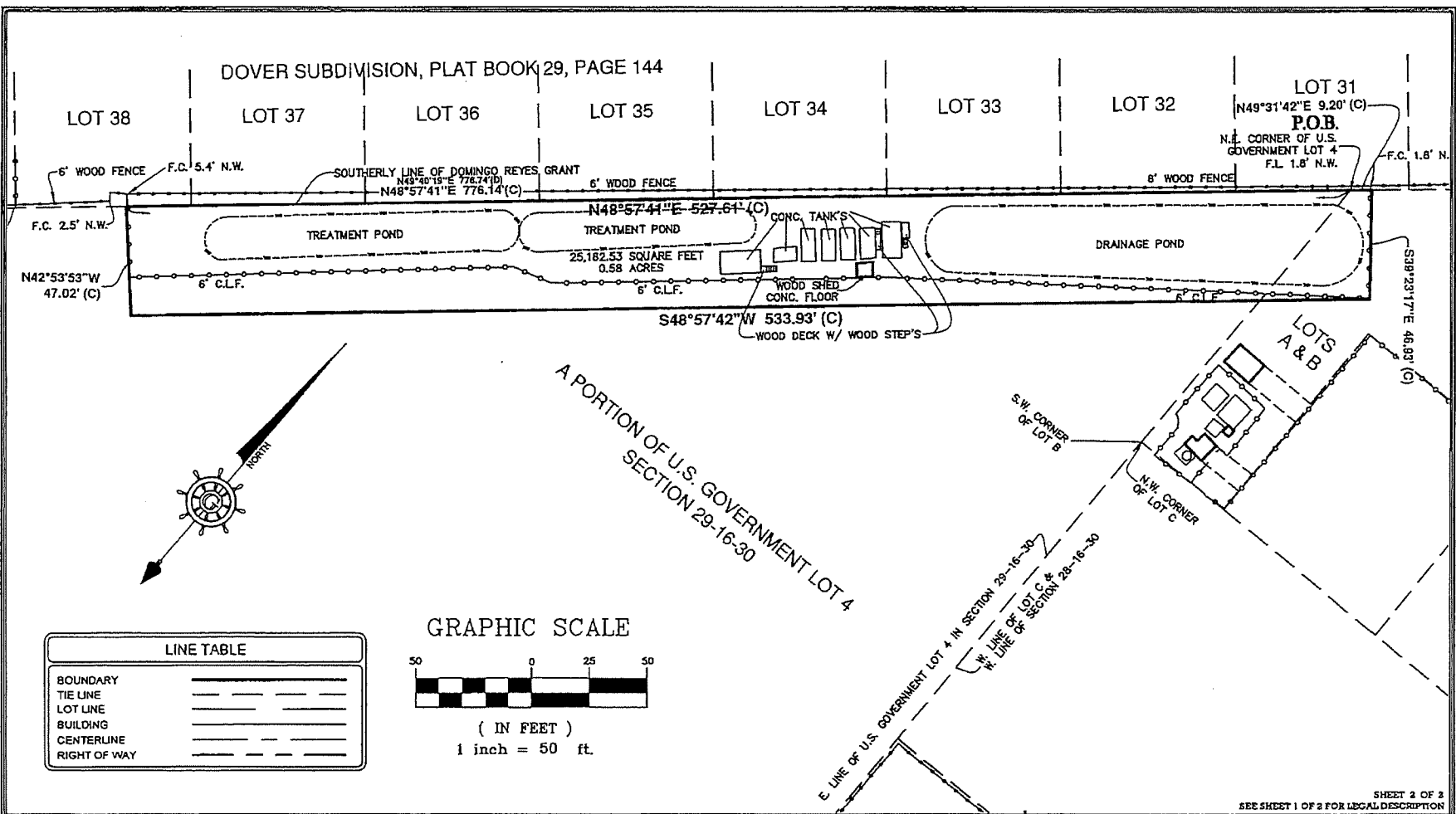
LOT 34

LOT 33

LOT 32

LOT 31

N49°31'42"E 9.20' (C)
P.O.B.
 N.E. CORNER OF U.S.
 GOVERNMENT LOT 4
 F.L. 1.8' N.W.



A PORTION OF U.S. GOVERNMENT LOT 4
 SECTION 29-16-30

LINE TABLE	
BOUNDARY	—————
TIE LINE	—————
LOT LINE	—————
BUILDING	—————
CENTERLINE	—————
RIGHT OF WAY	—————

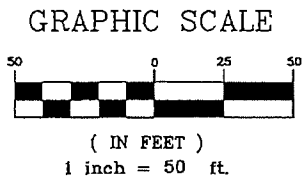


Exhibit C

99 Year Lease between
APPLEGATE MH COMMUNITY, LLC, LLC and
APPLEGATE UTILITY, LLC

WTP Site 0.049 acres

Book Value *	\$ 735
Annual Lease Rate	<u>10%</u>
Annual Lease Payment	\$ 73.50

STP Site 0.58 acres

<u>Book Value *</u>	<u>\$ 8700</u>
<u>Annual Lease Rate</u>	<u>10%</u>
<u>Annual Lease Payment</u>	<u>\$ 870.00</u>

Total annual lease payment \$943.50

*Land value at time first dedicated to public service in 1980 estimated at \$15,000 per acre. So Water plant land 0.049 acres x 15,000 = \$735; Wastewater plant land 0.58 acres x 15,000 = \$8700.

•

Applegate - 99 year lease

Final Audit Report

2023-10-03

Created:	2023-10-02
By:	Austin Dixon (auzzi@parakeetcommunities.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvXBpVQZpgONGExo-zsXCf4ngjM1zkXdG

"Applegate - 99 year lease" History












-  Document created by Austin Dixon (auzzi@parakeetcommunities.com)
2023-10-02 - 8:36:44 PM GMT
-  Document emailed to Austin Berk (austin@parakeetcommunities.com) for signature
2023-10-02 - 8:39:02 PM GMT
-  Email viewed by Austin Berk (austin@parakeetcommunities.com)
2023-10-02 - 10:28:09 PM GMT
-  Document e-signed by Austin Berk (austin@parakeetcommunities.com)
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2023-10-02 - 11:18:29 PM GMT
-  Document e-signed by Jonathan Wyss (jon@parakeetcommunities.com)
Signature Date: 2023-10-02 - 11:18:44 PM GMT - Time Source: server
-  Document emailed to Zachary Schwartz (zach@parakeetcommunities.com) for signature
2023-10-02 - 11:18:45 PM GMT
-  Email viewed by Zachary Schwartz (zach@parakeetcommunities.com)
2023-10-03 - 1:05:34 PM GMT
-  Document e-signed by Zachary Schwartz (zach@parakeetcommunities.com)
Signature Date: 2023-10-03 - 1:05:45 PM GMT - Time Source: server
-  Agreement completed.
2023-10-03 - 1:05:45 PM GMT

EXHIBIT H

System Map

EXHIBIT J

Tariff

WATER TARIFF

APPLEGATE UTILITY, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

WATER TARIFF

APPLEGATE UTILITY, LLC
NAME OF COMPANY

10221 River Road #59831

Potomac, MD 20859
(ADDRESS OF COMPANY)

() -
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

WATER TARIFF

TABLE OF CONTENTS

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Communities Served Listing.....	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy and Charges	19.0
Standard Forms.....	22.0
Technical Terms and Abbreviations	5.0
Territory Authority.....	3.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER – xxx-W

COUNTY – Volusia

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-xx-xxxx-FOF-WS		961006-WS	Certificate
PSC-05-0142-PAA-WS			

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

DESCRIPTION OF TERRITORY SERVED

VOLUSIA COUNTY

WATER SERVICE AREA

ALL OF LOTS A AND B, AND THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LOCATED IN SECTION 28, TOWNSHIP 16 SOUTH RANGE 30 EAST, AND THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, ALL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 11, HAVING A 200.00 FOOT RIGHT-OF-WAY; THENCE S00°43'19"E ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 11, A DISTANCE OF 1312.31 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°35'41"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT C, A DISTANCE OF 1180.87 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°43'19"E ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 244.42 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF PARCEL 3, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8125, PAGE 4012, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN S50°22'13"W ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 412.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE N41°38'55"W ALONG THE WESTERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 416.74 FEET TO A POINT ON AFORESAID SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT; THENCE N49°10'51"E, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 2320.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 27.77 ACRES, MORE OR LESS.

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheets No.</u>
Volusia		GS, RS	12.0, 13.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is APPLEGATE UTILITY, LLC.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
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Change of Customer's Installation	8.0	11.0
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Meter Accuracy Requirements.....	10.0	24.0
Meters.....	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
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Termination of Service	9.0	17.0
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Unauthorized Connections – Water	10.0	19.0

AUSTIN BERK
 ISSUING OFFICER

CEO
 TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 7.0)

- 9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly – as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
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General Service, GS	12.0
Held for Future Use	13.1 – 13.2
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS.....	13.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For water and irrigation 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"	\$ 6.43
3/4"	\$ 9.65
1"	\$ 16.08
1 1/2"	\$ 32.15
2"	\$ 51.44
3"	\$ 102.88
4"	\$ 160.75
6"	\$ 321.50
Charge per 1,000 gallons	\$ 1.97

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

APPLICABILITY – For water and irrigation service for all purposes in private residences and individually metered apartment units.

LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD – Monthly

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 6.43
3/4"	\$ 9.65
1"	\$ 16.08
1 1/2"	\$ 32.15
2"	\$ 51.44
3"	\$ 102.88
4"	\$ 160.75
6"	\$ 321.50
Charge per 0 – 5,000 gallons	\$ 1.42
5,001 – 10,000 gallons	\$ 1.78
10,001 – 15,000 gallons	\$ 2.66
Over 15,000 gallons	\$ 3.54

MINIMUM CHARGE – Base Facility Charge

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

EFFECTIVE DATE –

TYPE OF FILING – ORIGINAL CERTIFICATE

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

HELD FOR FUTURE USE

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

HELD FOR FUTURE USE

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Potable Water</u>	
	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$19.80	2x Average Estimated Monthly Bill
	<u>Non-Potable Water</u>	
	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$ 16.48	2x Average Estimated Monthly Bill
1"	\$100.46	2x Average Estimated Monthly Bill
1 1/2"	\$110.38	2x Average Estimated Monthly Bill
2"	\$224.90	2x Average Estimated Monthly Bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

AUSTIN BERK
 ISSUING OFFICER

CEO
 TITLE

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

LATE PAYMENT CHARGE – This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to Rule 25-30.335(4), F.A.C.

NSF CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$21.00	\$42.00
Normal Reconnection Charge	\$21.00	\$42.00
Violation Reconnection Charge	\$21.00	\$42.00
Premises Visit Charge (in lieu of disconnection)	\$21.00	\$42.00
Late Payment Charge		\$5.25
NSF Check Charge	Pursuant to Section 68.065, F.S.	

EFFECTIVE DATE –

TYPE OF FILING – ORIGINAL

AUSTIN BERK
 ISSUING OFFICER

CEO
 TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges.....	19.0
Service Availability Policy.....	18.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

SERVICE AVAILABILITY POLICY

The water distribution service is currently in place to serve all lots within the service area. New connections shall pay the approved meter installation charge at the time service is requested. It shall be the customer's responsibility to connect its service lateral to the water meter.

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
<u>Meter Installation Charge</u>	
5/8" x 3/4"	\$65.00
1"	Actual Cost
1 1/2"	Actual Cost
2"	Actual Cost
Service Line Extension and Tap-In.....	Actual Cost

EFFECTIVE DATE –

TYPE OF FILING – ORIGINAL

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE	21.0
COPY OF CUSTOMER'S BILL	22.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

APPLICATION FOR WASTEWATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water ___ Wastewater ___ Both ___

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within 3 days prior to the date the Customer desires to terminate service.

Signature

Date

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

APPLEGATE UTILITY, LLC
WATER TARIFF

FIRST REVISED SHEET NO. 22.0
CANCELS ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

WASTEWATER TARIFF

APLEGATE UTILITY, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

APPLEGATE UTILITY, LLC
NAME OF COMPANY

10221 River Road #59831

Potomac, MD 20859
(ADDRESS OF COMPANY)

() -
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

WASTEWATER TARIFF

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Rules and Regulations	6.0
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Standard Forms.....	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER - ____-S

COUNTY - Volusia

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

PSC-__-____-FOF-SU

0X/XX/XXXX

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

DESCRIPTION OF TERRITORY SERVED

VOLUSIA COUNTY

WASTEWATER SERVICE AREA

ALL OF LOTS A AND B, AND THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LOCATED IN SECTION 28, TOWNSHIP 16 SOUTH RANGE 30 EAST, AND THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, ALL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 11, HAVING A 200.00 FOOT RIGHT-OF-WAY; THENCE S00°43'19"E ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 11, A DISTANCE OF 1312.31 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°35'41"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT C, A DISTANCE OF 1180.87 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°43'19"E ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 244.42 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF PARCEL 3, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8125, PAGE 4012, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN S50°22'13"W ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 412.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE N41°38'55"W ALONG THE WESTERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 416.74 FEET TO A POINT ON AFORESAID SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT; THENCE N49°10'51"E, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 2320.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 27.77 ACRES, MORE OR LESS.

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule</u> <u>Available</u>	<u>Sheet No.</u>
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AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is APPLEGATE UTILITY, LLC
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering wastewater service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, AService@ shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation.....	8.0	10.0
Continuity of Service.....	8.0	8.0
Customer Billing.....	9.0	15.0
Delinquent Bills	9.0	17.0
Evidence of Consumption.....	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts.....	10.0	21.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Protection of Company's Property	9.0	13.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right-of-way or Easements	9.0	14.0
Tariff Dispute	7.0	2.0
Termination of Service.....	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater.....	10.0	19.0

AUSTIN BERK
 ISSUING OFFICER

CEO
 TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 TARIFF DISPUTE – Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.

- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled AYour Water and Wastewater Service,@ prepared by the Florida Public Service Commission.

- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such wastewater service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY – The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.
- 17.0 DELINQUENT BILLS – When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 10.0)

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

(Continued from Sheet No. 9.0)

- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION – The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS1	12.0
General Service, GS2	12.1
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS1)

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

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS2)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in the APPLEGATE RV Park.
- 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>Base Facility Charge</u> |
|---|-----------------------------|
| RV Park Lots
(128 ERCs) | \$ 2,322.41 |
| Charge per 1,000 gallons
1,026,000 gallons cap | \$ 3.09 |
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Sizes</u>	<u>Base Facility Charge</u>
	All meter sizes	\$18.15
	Charge per 1,000 gallons 6,000 gallons cap	\$ 3.09

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential Service</u>	<u>General Service</u>
All meter sizes	\$70.00	2 x average estimated bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Charge	\$15.00
Normal Reconnection Charge	\$15.00
Violation Reconnection Charge	Actual Cost
Premises Visit Charge (in lieu of disconnection)	\$10.00

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges	18.0
Service Availability Policy	17.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

SERVICE AVAILABILITY POLICY

The utility is built out and there are no approved service availability charges.

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

SERVICE AVAILABILITY CHARGES

N/A

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL CERTIFICATE

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	21.0

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

APPLICATION FOR WASTEWATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

_____ City State Zip

Service Address _____

_____ City State Zip

Date service should begin _____

Service Requested: _____ Wastewater _____

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water/wastewater service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water/wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water/wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water/wastewater service will be rendered Monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wished to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require oral notice within 3 days prior to the date the Customer desires to terminate service.

Signed: _____

Date: _____

AUSTIN BERK
ISSUING OFFICER

CEO
TITLE

APPLEGATE UTILITY, LLC
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 21.0
CANCELS ORIGINAL SHEET NO. 21.0

COPY OF CUSTOMER'S BILL

STACY RANKIN
ISSUING OFFICER

CFO
TITLE

EXHIBIT K

Draft Notice

**NOTICE OF APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION FOR
EXISTING UTILITY CURRENTLY CHARGING FOR SERVICE**

NOTICE IS HEREBY given on the ___th day of _____, 2023, pursuant to Section 367.031, Florida Statutes, of the Application for Original Certificate of Authorization for Existing Utility Currently Charging for Service of Applegate Utility, LLC providing water and wastewater service to the following described territory in Volusia County, Florida:

ALL OF LOTS A AND B, AND THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LOCATED IN SECTION 28, TOWNSHIP 16 SOUTH RANGE 30 EAST, AND THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, ALL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 11, HAVING A 200.00 FOOT RIGHT-OF-WAY; THENCE S00°43'19"E ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 11, A DISTANCE OF 1312.31 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°35'41"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT C, A DISTANCE OF 1180.87 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°43'19"E ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 244.42 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF PARCEL 3, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8125, PAGE 4012, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN S50°22'13"W ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 412.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE N41°38'55"W ALONG THE WESTERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 416.74 FEET TO A POINT ON AFORESAID SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT; THENCE N49°10'51"E, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 2320.44 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 27.77 ACRES, MORE OR LESS.

The development served is Applegate MH Community. The Applicant is Applegate Utility, LLC, 10221 River Road, #59831, Potomac, MD 20859; email: homeoffice@parakeetcommunities.com. The utility is not requesting any change to its rates, classifications, charges, rules and regulations in the application. The application title is: Application for Original Certificate of Authorization for Existing Utility Currently Charging for Service in Volusia County, Florida.

Any objections to the Application must be made in writing and filed with the Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than 30 days from the last date this Notice was mailed or published, with a copy to F. Marshall Deterding, Esquire, Sundstrom & Mindlin, LLP, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301. The objection must state the grounds for the objection with particularity.

APPLEGATE UTILITY, LLC |