

**EXHIBIT A**

**FORM OF ASSET PURCHASE AGREEMENT WITH ORANGEWOOD LAKES SERVICES, INC.**

**AGREEMENT FOR PURCHASE AND SALE**  
**OF**  
**WATER AND WASTEWATER UTILITY ASSETS**  
**by and between**  
**ORANGEWOOD LAKES UTILITY SERVICES INC.**  
**Seller**  
**and**  
**CITY OF NEW PORT RICHEY, FLORIDA**  
**City**

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**AGREEMENT FOR PURCHASE AND SALE OF  
WATER AND WASTEWATER UTILITY ASSETS**

**THIS AGREEMENT FOR PURCHASE AND SALE OF WATER AND WASTEWATER UTILITY ASSETS** ("Agreement") is made and effective as of the \_\_\_\_ day of January, 2019 ("Effective Date"), by and between [**ORANGEWOOD LAKES UTILITY SERVICES**], a corporation organized and existing under the laws of the State of Florida ("Seller"), and the City of New Port Richey, Florida, a municipal corporation of the State of Florida ("City").

**WHEREAS**, Seller has been granted a certificate by the Florida Public Service Commission ("FPSC") to provide potable water services within a defined area within Pasco County, Florida more specifically identified in Seller's Tariff currently on file with the FPSC ("Water Service Area"); and

**WHEREAS**, Seller has been granted a certificate by the FPSC to provide wastewater utility services within a defined area within Pasco County, Florida more specifically identified in Seller's Tariff currently on file with the FPSC ("Wastewater Service Area"); and

**WHEREAS**, Seller owns and operates a water supply, treatment, storage, transmission and distribution system ("Water System"), and a wastewater collection, transmission, treatment, [recycling] and effluent disposal system ("Wastewater System") located in Pasco County, Florida, and commonly known as [**ORANGEWOOD LAKES UTILITY SERVICES**]; and

**WHEREAS**, the City has the power and authority to provide water and wastewater service within its service territory and desires to acquire certain Water System assets and Wastewater System assets of Seller and Seller desires to sell, transfer, convey and assign to City all right, title and interest in and to those Water System and Wastewater System assets; and

**WHEREAS**, City must close on and receive the proceeds from certain grant(s) and/or loan transactions in order to be able to fund the purchase price and acquire the Water System assets and the Wastewater System assets and to fund certain capital improvements to integrate and incorporate certain of the Water System assets and Wastewater System assets into the City's utility system ("Closing"); and it is included in the CIP five year bonding for capital projects.

**WHEREAS**, in connection with the Close of the purchase of the Water System assets and the Wastewater System assets hereunder, Seller will lease to City and City will lease from Seller the wastewater treatment plant owned and operated by Seller as of the date hereof located at 7820 Sun Runner Drive New Port Richey, Fl. 34653 pursuant to a lease agreement (the "WWTP Lease"); and

**WHEREAS**, pursuant to Section 125.3401, Florida Statutes, the City held a public hearing on the 5<sup>th</sup> day of February, 2019, concerning the proposed purchase and sale of substantially all of the Water System assets and Wastewater System assets, and made a determination that such purchase and sale is in the public interest; and

**WHEREAS**, the City, in determining if such a purchase and sale is in the public interest, considered factors including but not limited to those set forth in Section 125.3401, Florida Statutes; and

**WHEREAS**, the sole shareholders of Seller, as the equity holder of Seller, will derive substantial benefit from the consummation of the transactions contemplated by this Agreement; and

**WHEREAS**, Seller agrees to sell the Water System assets and the Wastewater System assets described herein for the consideration and on the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and City hereby agree as follows:

1. **RECITALS AND DEFINED TERMS.**

(a) The foregoing recitals are true and correct and are incorporated herein.

(b) Defined Terms.

"Agreement" has the meaning set forth in the first paragraph.

"Assumed Liabilities" has the meaning set forth in Section 3(a).

"Certificates" has the meaning set forth in Section 2(c)(v).

"Closing" means the closing of the transactions contemplated by this Agreement at which the Purchased Assets are delivered to Buyer, the Purchase Price is paid by the City to Seller and all of the documents executed by Seller and the City at the escrow Closing are released from escrow and any other certificates, instruments and documents are delivered to the parties.

"Closing Date" has the meaning set forth in Section 11.

"Contracts and Leases" has the meaning set forth in Section 2(c)(x).

"Council" means the City Council of the City of New Port Richey, Florida.

"Effective Date" has the meaning set forth in the first paragraph.

"Environmental Law" has the meaning set forth in Section 5(i)(i)(A).

"Excluded Assets" means the water treatment plant located at 7911 Greenlawn Drive, New Port Richey, Fl. 34653, the wastewater treatment plant located at 7820 Sun Runner Drive, New Port Richey, Fl. 34653 and any buildings on the Real Property and those assets, properties and rights, both tangible and intangible, real and personal, of Seller described in herein which shall not be sold, conveyed, or transferred by Seller to the City pursuant to this Agreement.

"Excluded Liabilities" means those obligations and liabilities which are retained by Seller and not assigned to or assumed by Buyer, including the following: (i) any debts, liabilities, obligations, or financial, service, contractual or other obligations of Seller or the shareholders, except as may be expressly and specifically provided in this Agreement; (ii) any expense, tax, assessment, exposure, fine, penalty, liability, contribution, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, which is not an Assumed Liability; and (iii) liability for accrued or current salaries or benefits of

any kind related to Seller's construction, operation, or maintenance of the Water System, Wastewater System and Purchased Assets up to and including Closing.

"Financial Closing" has the meaning set forth in the recitals.

"FPSC" has the meaning set forth in the recitals.

"Hazardous Material" has the meaning set forth in Section 5(i)(i)(B).

"Permitted Encumbrances" has the meaning set forth in Section 7(e).

"Purchased Assets" has the meaning set forth in Section 2(c).

"City" has the meaning set forth in the first paragraph.

"Real Property" has the meaning set forth in Section 2(c)(i).

"Release" has the meaning set forth in Section 5(i)(i)(C).

"Remedial Action" has the meaning set forth in Section 5(i)(i)(D).

"Seller" has the meaning set forth in the first paragraph.

"Tax" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, Real Property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereof imposed, assessed or collected by or under the authority of any governmental body or payable under any tax-sharing agreement or any other contract.

"Wastewater Service Area" has the meaning set forth in the recitals.

"Wastewater System" has the meaning set forth in the recitals.

"Water Service Area" has the meaning set forth in the recitals.

"Water System" has the meaning set forth in the recitals.

"WWTP Lease" has the meaning set forth in the recitals.

(c) Construction and Interpretation.

(i) Words that indicate a singular number shall include the plural in each case and vice versa, and words that import a person shall include legal entities, firms and corporations, the terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the date of execution of this Agreement, and words that reference only one gender shall include all genders.

## 2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS.

(a) Purchase and Sale. City shall purchase and receive from Seller, and Seller shall sell, transfer, convey, assign and deliver to City, the Purchased Assets (as defined below) upon the

terms and conditions set forth in this Agreement. In connection therewith, at Closing the parties shall execute the WWTP Lease pursuant to which City will lease and operate the WWTP in accordance with the terms thereof.

(b) Asset Warranty. Except as otherwise represented and warranted by Seller Herein, City is purchasing the Purchased Assets "As-Is" "Where-Is" subject to "All Disclosed Faults."

(c) "Purchased Assets" shall include substantially all assets, business properties, equipment, machinery, systems, intellectual property, technology, records, logs, books, and accounts and rights and interests, both tangible and intangible, that Seller owns regarding the ownership, construction, operation or maintenance of the Water System and the Wastewater System (other than Excluded Assets) including, but not limited to:

(i) The real property owned by Seller or in which Seller has a leasehold interest [and the buildings, facilities, plants, installations, structures, improvements and major components located thereon] that are identified in **Appendix "A"** to this Agreement ("Real Property").

(ii) All easements, licenses, prescriptive rights, rights-of-way, rights to use public and private roads, highways, canals, streets and other areas identified in **Appendix "B-1"** and the Service Territory identified in **Appendix "B-2"** to this Agreement (which appendix also shall include a legal description of the Water Service Territory and the Wastewater Service Territory and a map showing all buildings, facilities, plants, installations, structures, improvements and major components of the Water System and the Wastewater System), including any Excluded Assets.

(iii) All water supply, treatment, storage, distribution, and transmission facilities, including, but not limited to, pumps, plants, wells, tanks, transmission mains, distribution mains, supply pipes, valves, meters, meter boxes, instruments, controls, sensors, service connections and all other such facilities, equipment and property installations owned by Seller or to which Seller possesses rights and which are used in or useful in connection with the ownership, operation, maintenance and repair of the Water System, as identified in **Appendix "C-1"** to this Agreement, but not included Excluded Assets.

(iv) All wastewater collection, treatment, transmission and disposal facilities, including, but not limited to, pumps, plants, wells, tanks, lift stations, transmission mains, force mains, pipes, valves, meters, meter boxes, instruments, controls, sensors, service connections and all other such facilities, equipment, property and installations owned by Seller or to which Seller possesses rights and/or which are used in or useful in connection with the ownership, construction, operation, maintenance, alteration, expansion and repair of the Wastewater System, as identified in **Appendix "C-2"** to this Agreement, but not included Excluded Assets.

(v) All certificates, immunities, entitlements, privileges, authorizations, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and all rights to construct, repair, maintain, expand, alter and operate all or any portion of the Water System and the Wastewater System and every right of every nature or character whatever in connection therewith, (hereinafter referred to as the "Certificates"); together with all rights, interests, benefits and privileges granted to Seller under the Certificates, as identified in

**Appendix "D"** to this Agreement. **Appendix "D"** shall also identify any of the foregoing which are Excluded Assets or are not transferable or which require third party consents or approvals to transfer.

(vi) [All items of inventory owned by Seller on the Closing Date which are fit for use and used or useful in connection with the operation and maintenance of the Water System and/or the Wastewater System, which shall be maintained at levels consistent with good industry practice between the Effective Date and the Closing Date. Inventory items/amounts as of the Effective Date shall include those items listed in **Appendix "G"**.]

(vii) All supplier lists, customer records, [customer billing hardware and software], drawings, maps, prints, plans, engineering reports, surveys, specifications, shop drawings, manuals, warranties, guarantees, and other information, data and documentation relating to the Water System and/or the Wastewater System in Seller's possession, custody or control, including any ownership interests, licenses and use rights of Seller with respect to the possession and use thereof and any rights of Seller to obtain copies of such items from third parties.

(viii) All sets of record drawings, including as-built drawings, showing all buildings, improvements, installations, systems, facilities and equipment of the Water System and the Wastewater System, including reproducible documents or materials in Seller's possession, including any rights of Seller to obtain copies of such items from third parties.

(ix) [All rights and interests of Seller under any Developer Agreements as identified in **Appendix "E"** to this Agreement.] *[Discuss Applicability]*

(x) All rights, interests, benefits, powers, authority and privileges of Seller under all contracts, agreements, memorandum of understanding, letters of intent, purchase orders, work orders, task orders, licenses, rental agreements, lease agreements and use agreements necessary or useful in the operation, maintenance and repair of the Water System and the Wastewater System ("Contracts and Leases") as identified in **Appendix "F"** to this Agreement. **Appendix "F"** also contains a schedule identifying any Excluded Assets and Contracts or Leases which are not transferable or for which third party consents or approvals are necessary for assignment by Seller and assumption thereof by City.

(xi) [All equipment, tools, parts, laboratory equipment, office equipment and other personal property owned by Seller and exclusively used to operate, maintain and repair the Utility System as identified in **Appendix "H."**]

(d) "Excluded Assets". Notwithstanding any provision in this Agreement that may be construed to the contrary, Purchased Assets do not include the "Excluded Assets," which are the following assets:

(i) Cash, accounts receivable, bank accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, and any prepaid expenses of Seller for services, products, licenses which have not been delivered or provided, which shall be Seller's sole property as of the Closing Date.

(ii) Escrow and other Seller provisions for payment of federal and state taxes, and other obligations to governmental authorities and agencies, including regulatory

assessment fees, which shall be Seller's obligation and responsibility to pay in their entirety through the Closing Date.

(iii) The name and Florida corporation known as [**ORANGEWOOD LAKES UTILITY SERVICES**] and related logos and signage owned or used by Seller, including without limitation, logos and signage using the [**ORANGEWOOD LAKES UTILITY SERVICES**] name and logo.

(iv) [OTHER ASSETS NOT ACQUIRED BY PURCHASER – office equipment, vehicles, tools, property not used exclusively in the administration of the business of the Seller, contracts that cannot be assigned; permits that cannot be assigned; employment contracts; policies of insurance relating to the period after closing]

### 3. LIABILITIES.

(a) Assumed Liabilities. On the Closing Date, the City shall assume and agree to discharge only the following obligations and liabilities of Seller (the "Assumed Liabilities"):

(i) Liabilities to the customers of the Utility System incurred after the Closing Date where the operative event, occurrence, act, omission or failure to act giving rise to the liability occurred exclusively after the Closing Date;

(ii) Liabilities of City under this Agreement, the WWTP Lease or any other document executed by Buyer in connection with this Agreement;

(iii) Liabilities of City based upon City's acts, omissions or failures to act with regard to Purchased Assets occurring after the Closing Date, other than as permitted or contemplated by this Agreement;

(iv) Liabilities arising from the ownership, operation and maintenance of the Purchased Assets after the Closing Date.

(b) Excluded Liabilities. Notwithstanding the foregoing in Section 3(a) with respect to the Assumed Liabilities, the following shall not constitute liabilities assumed by the City:

(i) City does not assume any debts, liabilities, obligations, expenses, costs, fees, charges, duties, taxes, impositions, assessments or other financial or service obligations of Seller or any affiliate or related person, except as may be expressly, specifically provided in this Agreement. City does not assume and shall not be liable for any expense, cost, fee, charge, Tax, duty, imposition, assessment, exposure, fine, penalty, sanction, liability, act or omission of any kind whatsoever imposed, assessed, ordered, claimed, asserted or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, arising or accruing before or after the Closing Date where the operative event, occurrence, act, failure to act or omission giving rise thereto was that of or attributable to the Seller for its actions, or the actions, failures to act or omissions of its affiliates, related persons, agents, representatives, contractors, services providers, vendors, suppliers, insurers, advisors, consultants or other persons or entities under its direction or control, prior to the Closing Date. Seller shall remain liable for and shall pay, perform or

discharge all such debts, liabilities, obligations, expenses, costs, fees, charges, taxes, impositions and assessments.

4. **PURCHASE PRICE.** City shall pay to Seller for the sale, assignment, transfer and conveyance of the Purchased Assets, subject to the additions, adjustments and prorations contemplated by this Agreement, a cash payment in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000) via wire transfer to the account designated in writing by Seller at the Closing.

5. **REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to City to execute this Agreement and perform its obligations and consummate the transactions contemplated hereunder, Seller represents and warrants to City as follows:

(a) Seller is a duly organized, validly existing corporation, and active and in good standing under the laws of the State of Florida. Seller has all requisite right, power and authority and has taken all requisite action necessary to (i) execute, enter into and deliver this Agreement and other transaction documents; (ii) perform, pay and observe all of the terms, covenants and conditions of this Agreement and other transaction documents; (iii) obtain all consents, approvals and authorizations necessary for the execution, delivery and performance of this Agreement and other transaction documents and consummation of the transactions contemplated by this Agreement; and (iv) consummate the transactions contemplated by this Agreement and other transaction documents.

(b) The Board of Directors of Seller and the shareholders of Seller, in accordance with the articles of incorporation, bylaws and other organizational and governance documents of Seller have duly approved Seller entering into, executing, delivering, and performing this Agreement and consummating the transactions contemplated by this Agreement and other transaction documents.

(c) This Agreement constitutes, and all agreements, instruments, contracts, deeds and other documents to be executed by Seller in connection with or with respect to this Agreement and the consummation of the transactions contemplated by this Agreement and other transaction documents will constitute, when executed and delivered, lawful, valid and binding obligations of Seller, enforceable in accordance with their terms.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement and other transaction documents will not violate any provision of law, order of any court or agency of government applicable to Seller or the Water System, Wastewater System, or Purchased Assets, the articles of incorporation, by-laws or other organizational or governance documents of Seller, nor any certificate, indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.

(e) Seller is the sole legal and beneficial owner of the Real Property and has good and marketable title to the Real Property. The Real Property is subject to no mortgage, option, sale agreement, deed of trust, pledge, lien, charge, security interest, financing statement, encumbrance, or restriction except Permitted Encumbrances, as defined in Article 6 of this Agreement, other than those that will be satisfied or released by the Closing, which are listed on Appendix "[ ]". At Closing, Seller shall deliver to City title to the Real Property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances.

(f) Seller has exclusive occupancy, possession, control and ownership to all Real Property and the Water System and Wastewater System and all such Real Property has been accurately and completely identified in **Appendix "A"** hereto. All parts of the Water System and Wastewater System are located within the Real Property identified in **Appendix "A"** and the property interests identified in **Appendix "B-1."**

(g) Mr. Al Heiler, President is the sole shareholder of Seller, and no other person or entity owns any shares of stock of Seller or has any right to or interest in the stock, equity, assets or property of Seller, or the assets, properties, rights, interests, business or operations of Seller or any right, power or control with respect to management, policy and direction of the business and operation of Seller.

(h) Seller is the sole legal and beneficial owner of the Purchased Assets and has good and marketable title to all Purchased Assets. At Closing the Purchased Assets shall be delivered to City free and clear of any mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances related to Real Property.

(i) Environmental Law Compliance.

(i) Definitions.

(A) "Environmental Law" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health, air, water, soil, habitat, fauna, natural resources or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and in effect as of the Closing Date and any conditions and requirements contained in any permits, approvals, authorizations, licenses or certificates possessed by Seller from any federal, state or local governmental authorities or agencies necessary to own, operate, maintain and repair the Utility System and deliver utility services and related services to customers.

(B) "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Seller conducts its business including, without limitation, any material, substance or waste that is defined as, composed of or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.

(C) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment of Hazardous Materials (i) by Seller or by any operator, contractor, services provider, vendor, supplier or customer of Seller; (ii) caused by or resulting from any action, failure to act or omission by Seller or any operator, contractor, service provider, vendor, supplier or customer of

Seller; (iii) at or from any property owned, leased, occupied, used or operated by Seller or (iv) by any Contractor, services provider, vendor, supplier or customer of Seller [relating to the Utility System].

(D) "Remedial Action" means all actions and efforts required to (i) contain, mitigate, clean up, process, transform, remove, transport, dispose of or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material to limit the nature and extent to which it will endanger or threaten to endanger public health or welfare, natural resources or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

(ii) Representations. Seller represents and warrants to City as follows:

(A) Seller and the Purchased Assets are in material compliance with all applicable Environmental Laws and Seller has no material obligation or liability thereunder, and there is no reasonable basis for Seller to believe that any such obligation or liability exists, except as disclosed in **Appendix "I."**

(B) The Utility System is in material compliance with all laws, permits, license, approvals and other authorizations relating to the operation, maintenance and repair of the Utility System, the nature, levels and quality of services and the delivery of utility services to customers.

(C) Seller has obtained, maintained and observed and complied with the terms of all permits, licenses, approvals and authorizations required, or has submitted application renewals for such permits in a timely manner, under applicable Environmental Laws, necessary for the operation, maintenance and repair of the Utility System and delivery of utility services to customers as of the date of this Agreement.

(D) Seller has received no oral or written notice within the last five years of any violations, non-compliances or alleged violations of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Utility System as identified in **Appendix "I"** hereto.

(E) There is no Hazardous Material in violation of any Environmental Law located on, at or under the Real Property or migrating onto or from the Real Property; no Real Property is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to fines, penalties, charges, orders, decrees and/or claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims or property damages or damages to natural resources, including, but not limited to, claims under CERCLA; and there is no reasonable basis for Seller to be named in such claims or for any similar action to be brought against Seller.

(F) No written or verbal notification of an actual, imminent or a threatened Release of a Hazardous Material has been filed by or on behalf of Seller or by

any third party with respect to the Purchased Assets, the Water System, the Wastewater System or any of the assets, property, systems, installations, improvements and infrastructure comprising or used in connection with the operation of the Utility System. No Utility System property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation, remedial action, closure or clean up.

(G) No Hazardous Material has been Released in violation of Environmental Law at, on, or under any Water System or Wastewater System property.

(j) Except as provided in **Appendix "J"** hereto, there are no current actions, suits, investigations, audits, or proceedings at law or in equity pending or, to Seller's and shareholder's knowledge, threatened against the Seller or any affiliate of Seller before any federal, state, municipal or other court, administrative, regulatory or governmental agency or instrumentality, domestic or foreign, which affect or the adverse outcome of which would affect the ownership, possession, management, control, operation and maintenance of the Water System or the Wastewater System and the right, power, authority and ability of Seller (a) to deliver utility services (b) sell, transfer, assign, convey and deliver any of the Purchased Assets to City or the Seller's power, authority, right and ability to enter into, execute and deliver this Agreement and other transaction documents and (c) perform, pay and observe the obligations terms, covenants and conditions of this Agreement and the other transaction documents. Seller has no knowledge of any facts which may result in any such action, suit, investigation, audit or proceeding. Seller represents, agrees and warrants that it has and shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial, regulatory, governmental or administrative suits, actions, proceedings and orders which in any way relate to the Water System or the Wastewater System.

(k) No representation or warranty made by the Seller in this Agreement or in any other document executed in connection with the transactions contemplated by this Agreement contains any untrue statement or incorrect statement of material facts or omits to state any material fact required to make the representation, warranty and statements herein contained not misleading.

(l) Seller's occupancy, possession, operation and use of the Real Property is not in breach, non-compliance with or violation of any applicable state or local laws, rules or ordinances, including wellhead protection, zoning, land use or other applicable requirements, nor are there any encroachments of any kind related to the Real Property, except as are specifically, expressly identified in **Appendix "K"** hereto.

(m) Seller has not dealt with any broker, salesman or finder in connection with the transactions contemplated by this Agreement and no sales commissions or finder's fees are due or payable as a result hereof.

(n) Seller has timely withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, shareholder, affiliate, related party, or other third party, and all forms required with respect thereto have been properly completed and timely filed. Seller does not have any liability for Taxes of another person as a transferee or successor, by contract, or otherwise.

(o) The books of account, minute books and books relating to ownership and transfer of share or other equity interests in Seller (or their equivalents) of Seller, all of which have been

made available to City, are true, complete and correct in all material respects and have been maintained in accordance with sound business practices.

(p) As of the date hereof, Seller and the shareholder have each conducted its own independent assessment and evaluation of the transactions contemplated by this Agreement and the potential risks and uncertainties associated with such transactions. Seller and shareholder each acknowledges and agrees that: (i) in making its decision to enter into this Agreement and to consummate the transactions contemplated by this Agreement, it/he/she has relied upon and will rely its own assessment and evaluation, and the express representations and warranties of the City set forth in herein; and (ii) neither the City nor any other person has made any representation or warranty with regard to the City, this Agreement or the transactions contemplated by this Agreement.

(q) Seller shall, prior to the Closing, secure all required consents, waivers, releases and approvals from third parties necessary to consummate the transactions contemplated by this Agreement or that are necessary or useful for the City's ownership, operation and use of the Water System, the Wastewater System and the Purchased Assets.

(r) Seller has no knowledge of material facts adversely affecting the physical condition of the Water System, the Wastewater System or the Purchased Assets which are not readily observable by a walkthrough visual inspection or which have not been disclosed or provided in writing by Seller to the City in connection with this Agreement.

**6. REPRESENTATIONS AND WARRANTIES OF PURCHASER.** As a material inducement to Seller to execute this Agreement and to perform its obligations hereunder, City represents and warrants to Seller as follows:

(a) City is a validly existing political subdivision under the laws of the State of Florida and has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.

(b) This Agreement constitutes, and all other agreements to be executed by City with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of City, enforceable in accordance with their terms.

(c) The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to City, nor any indenture, agreement, or other instrument to which City is a party, or by which it is bound.

(d) All necessary public hearings and referenda required to authorize City's purchase of the Purchased Assets and the execution and performance of this Agreement by City will have been held in a manner and at the times duly required by law and all other appropriate governmental actions required to be taken by City will have been duly taken prior to the Closing.

(e) The City has or will prior to the Closing fulfill/fulfilled and comply/complied with the applicable provisions of Section 125.3401, Florida Statutes, relative to the purchase of the Water System, the Wastewater System and Purchased Assets by a governmental agency.

(f) The execution, delivery and performance of this Agreement and the consummation by the City of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the City. Assuming the due authorization, execution and delivery

by Seller, this Agreement constitutes a valid and legally binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that the enforceability thereof may be limited by sovereign immunity, any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion of a court of competent jurisdiction in accordance with general principles of equity.

**7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.**

(a) At least sixty (60) days prior to the Closing, Seller shall obtain and provide to City a current title insurance commitment in favor of City issued by a title company licensed to do business in the State of Florida, covering the Real Property (and all or a portion of the Appendix B-1 easements as may be designated by the City), and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, which shall be in an amount equal to Nine Hundred Fifty Thousand Dollars (\$950,000). The cost of the title insurance commitment and title insurance policy shall be borne by Seller. The title insurance commitment shall commit the insurer to issue a loan policy and an owner's title insurance policy to City covering the Real Property (and all or a portion of the Appendix B-1 easements as may be designated by the City), substantially in accordance with the ALTA Standard Owner's Form B, reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances, the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as the standard survey exception (based on a current survey for all or portions of the Real Property), and materialman's liens and mechanics liens, if there are no such liens at the time of Closing. Seller shall execute at, or prior to Closing, in favor of City and the title insurance company, all forms, certificates, estoppels, or affidavits required by the title insurance company including, but not limited to, the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

(b) City shall notify Seller in writing no more than thirty (30) days after receipt of the title insurance commitment of any alleged defect in Seller's title to the Real Property, other than the Permitted Encumbrances. Seller's written notice to City shall include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the Real Property, other than the Permitted Encumbrances, which render or may render Seller's title to the Real Property (i) unmarketable in accordance with standards adopted by The Florida Bar, (ii) uninsurable or (iii) inadequate for the purposes and uses of the Real Property by City. Any objections to title to the extent not shown on the notice furnished by City in accordance with the provisions of this Section 7(b) shall be deemed to have been waived by City and City shall not be entitled to any damages or other remedies. Seller shall have thirty (30) days after receipt of City's notice to eliminate the objections to title set forth in City's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of Fifty Thousand Dollars (\$50,000) in the aggregate to cure title defects (exclusive of mortgages or liens against the Real Property, which are in a liquidated amount) that Seller has an obligation to discharge by the Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then City may:

(i) Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or

(ii) Reject title and terminate this Agreement with no further liability of either party to the other.

(c) City may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and Seller gives written notice City that Seller elects to do so by paying same at or prior to the Closing Date and demonstrates to the satisfaction of City the ability to pay; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Seller advises City that Seller elects to do so at or prior to Closing and demonstrates to the satisfaction of City the ability to pay; or (iii) the title insurance company issuing the title insurance commitments affirmatively insures over.

(d) Seller shall provide a copy of any detailed survey of the Real Property (as well as any parcel upon which a well is located), that Seller has procured in the twenty four (24) months prior to the Effective Date of this Agreement which shall identify all buildings, structures and facilities located on such parcels and any encroachments thereon or therefrom. City shall have the right, but not the obligation, to require Seller to update any survey, or request a new survey on the Real Property or well site. Costs incurred by Seller to update a survey or procure a new survey shall be reimbursed by City at Closing.

(e) As used herein, "Permitted Encumbrances" include the following:

(i) All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

(ii) Easements and restrictions of record which do not impair, restrict or diminish the use of the Real Property or the operation of the Water System or the Wastewater System for all intended purposes.

(iii) Any drainage canal, mineral, road, or other reservation of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, none of which, however, shall impair or restrict the use of the Real Property or the operation of the Water System or the Wastewater System for all intended purposes.

(iv) Any lien, or right to lien, for services, labor or material, mortgage or other similar obligation that will be satisfied or discharged at or prior to Closing.

8. **CONDITIONS PRECEDENT TO CLOSING.** The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

Conditions Precedent for City and Seller

(a) Neither Party is prohibited by judgment, writ, order, injunction, decree or law from consummating all or any part of the transaction.

(b) There is not pending or threatened on the Closing Date any action or proceeding that would (i) prohibit the acquisition or sale of any of the Purchased Assets, (ii) prohibit City or

Seller from closing the transaction or City from paying the Purchase Price, or (iii) limit, inhibit or restrict in any manner City's use, title, control, or possession of any of the Purchased Assets.

(c) Each of the parties has performed all of the obligations, covenants and commitments and executed and/or made delivery of all commitments, policies, instruments, certificates, affidavits, estoppels, opinions, deliverables and documents required to be performed, made, provided or delivered by it under this Agreement or any other transaction document.

(d) There has been no material adverse change in the physical condition of the Purchased Assets. For purposes of this Agreement, a "material adverse change" shall mean a loss or damage to the Purchased Assets that materially reduces: (i) their value in the aggregate; or (ii) the ability to operate the Water System and/or the Wastewater System as operated by Seller prior to the Closing Date.

(e) All warranties and representations of the other party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

(f) City has arranged financing for the purchase of the Purchased Assets and certain capital improvements relating to the use of the Purchased Assets on terms and conditions satisfactory to City.

The conditions precedent to City's obligation to close:

(a) [RESERVED].

(b) Seller shall have provided to City an appraisal of the fair market value of the Water System [and Wastewater System] in such form and content as is required to satisfy FDEP rules (Rule 62-552.300(2)(1), F.A.C.) which shall evidence a market value sufficient to secure State revolving loan funds in order to pay the Purchase Price.

(c) Seller has taken all such actions and executed and delivered all documents reasonably requested by City consistent with the purposes of the parties.

**9. PRE-CLOSING CONDUCT; COVENANTS.** Prior to the Closing Date, the parties covenant to each other as follows:

(a) During the period between the Effective Date and the Closing Date, Seller shall:

(i) Operate, maintain and repair the Utility System and Purchased Assets, maintain books, records and accounts, and provide services to customers in a normal and ordinary manner in accordance with applicable laws, rules, regulations, governmental authorizations, industry standards and contractual obligations to ensure that the condition of the Purchased Assets remain in all material respects unchanged, normal wear and tear and usage excepted;

(ii) Confer with City prior to disposing of any assets or property or implementing operational decisions (i) of a material nature which are not in the ordinary course of business or (ii) which may constitute an obligation or liability of City following the Closing, and refrain from implementing any such decision without the prior written consent of City;

(iii) Promptly notify City of any oral or written notification received by Seller or any affiliate or related person, from any person, entity, or governmental agency of any existing or potential Environmental Law violation relating to the Water System, the Wastewater System, the Purchased Assets or Seller;

(iv) Provide City, or its designees, with unrestricted access to the business premises, Real Property, the Water System, the Wastewater System, Purchased Assets, Seller's customer and operations books and records, operation, maintenance and repair logs and records, employees, managers, officers, and agents on reasonable advance notice and during business hours;

(v) Promptly notify City of any event, activity, condition, circumstance, fact or occurrence that has, or may have, a material adverse effect upon the Water System, the Wastewater System, the Purchased Assets, the compliance of the Purchased Assets and the Water System, the Wastewater System with applicable laws, or the transactions contemplated by this Agreement;

(b) AT all times prior to and until the Closing, Seller shall maintain adequate insurance coverage for the cost of any replacement of or repairs to the Water System, the Wastewater System and the Purchased Assets that may arise out of or be required by casualty damage. The risk of loss with regard to the Water System, the Wastewater System and the Purchased Assets prior to the Closing shall remain with the Seller and shall only pass to the City upon the Closing.

(c) Within thirty (30) days after the Effective Date, at City's requests, Seller shall obtain Phase I Environmental Site Assessments ("ESA") (and a subsequent Phase II ESA if City determines that one is necessary based on the Phase I survey results) of each parcel comprising the Real Property, each water well site, and each wastewater effluent disposal site. Seller shall provide to City a report from the party undertaking the ESA no more than twenty (20) days after such request. Seller shall pay for ESAs, which expense shall be reimbursed by City at Closing. If such ESA discloses the presence of any Hazardous Material, City shall notify Seller within ten (10) business days of receipt of such ESA, and subject to the right of City to cancel and terminate this Agreement, Seller shall have the right to perform such cleanup and remediation as is necessary hereunder provided that the cost thereof does not exceed [\$50,000] or require more than twenty (20) days to complete. Upon Seller's inability, refusal or failure to perform such cleanup and remediation not less than ten (10) days, prior to the Closing Date, City may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing with a reasonable reduction of the Purchase Price.

(d) City is relying on the representations, warranties and covenants of Seller, the accuracy of the Seller's books, records and contracts, and upon its own due diligence investigation in entering into this Agreement. Seller shall promptly provide access to all facilities and personnel and all documents and information reasonably requested by City. City shall have the right to terminate this Agreement for any actual or potential defects, deficiencies, adverse conditions, or problems or inaccurate disclosures by Seller revealed by such due diligence. City shall provide Seller with written notice of termination within ten (10) days after completion of such due diligence. No access, entry, inspection, review or other activity of City in the conduct of due diligence shall relieve, discharge or diminish the representations, warranties, obligations and covenants of Seller.

**10. TERMINATION OF AGREEMENT.**

(a) This Agreement may be terminated (i) by mutual written agreement of the parties, (ii) by either party if the transactions contemplated hereby have not closed by December 30, 2019, or (iii) as provided in Sections 10(b) and (c).

(b) City may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

(i) The non-satisfaction or failure, in any material respect prior to Closing, of any conditions precedent to Closing, any pre-closing conduct, or any obligation or covenant of Seller set forth in Articles 8 and 9.

(ii) Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation, certification or warranty, if Seller has not cured such breach to City's satisfaction within ten (10) days after notice from City; provided, however, such breach must in any event be cured by the Closing Date unless the date for cure has been extended by City.

(c) Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

(i) The failure, in any material respect prior to Closing, of any of the conditions precedent to Closing set forth in Article 8.

(ii) Any material breach of this Agreement by City, including, but not limited to, a material breach of any representation or warranty, if City has not cured such breach within thirty (30) days after notice from Seller, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Seller.

(d) Within thirty (30) days after the occurrence event, condition or circumstance for which this Agreement may be terminated, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other party by delivering written notice thereof as provided in Section 15(c).

(e) Upon the termination of this Agreement, the following shall occur:

(i) This Agreement shall be void and have no effect, except that nothing shall relieve a party from liability for any breach or default of this Agreement or any accrued obligation or liability hereunder.

(ii) To the extent permitted by Florida law, each party shall return all documents, including copies, in its possession to the other, as the case may be, subject to retention of a copy of such documents for reporting, archival, regulatory, tax, accounting, dispute resolution or other reasonable purpose.

(iii) Except as otherwise provided in this Agreement, each party shall be responsible for payment of its own attorney's fees and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.

**11. CLOSING DATE AND CLOSING.**

(a) This transaction shall close on or before May 30, 2019, at a location mutually acceptable to both parties. This deadline may be extended at the option of either party for up to two (2) additional ninety (90) day periods to accommodate any required regulatory approvals or for City to secure financing. As used in this Agreement, the term "Closing Date" shall mean 12:00 a.m. the date that this transaction is closed.

(b) At Closing:

(i) City shall pay the Purchase Price, subject to any adjustment as provided for in this Agreement.

(ii) Title to all of the Real Property shall be conveyed to City by Special Warranty Deed free of all claims, liens, charges, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed, transferred and assigned to City by Bill of Sale, deed or other document and an assignment and assumption instrument free and clear of all claims, liens, or encumbrances, whatsoever. Seller shall further provide to City at and after Closing such releases, consents, approvals and waivers and instruments of transfer, assignment, delivery and conveyance as shall be, in the reasonable opinion of City and its counsel, necessary to transfer the Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.

(iii) Seller shall assign to City its right, title and interest in those easements, licenses, and other rights and interests identified in Appendix "B-1."

(iv) Seller and City shall enter into separate Assignment and Assumption Agreements with respect to the contracts and agreements which City expressly elects and agrees to assume from the Contracts and Leases identified in Appendix "F."

(v) Real property and personal property taxes on the Purchased Assets and any other applicable taxes, shall be prorated as of the Closing Date, and Seller shall be required to pay its pro rata share at Closing. All other taxes, assessments and regulatory assessment fees accrued or owed by Seller as of the date of Closing with respect to the Purchased Assets shall remain the obligation of Seller. All other taxes and assessments imposed or attempted to be imposed from and after the date of Closing with respect to the Purchased Assets, if any, shall be the obligation of City.

(vi) Documentary stamps, recording fees, if any, to record the deeds and any other fees, assessments or charges and related instruments necessary to deliver title to Purchased Assets to the City shall be paid by the Seller.

(vii) In addition to payment of the Purchase Price, Seller shall receive payment for [ninety] percent [(90%)] of its accounts receivable (less than [sixty (60 days old)] for monthly water and wastewater service, net of any credit balances as of the Closing Date. Seller shall furnish to City, not less than [thirty] ([30]) days prior to Closing (with updates for any new customers), a listing of its accounts by customer and individual amounts due receivable for bills rendered in the ordinary course of business. Additionally, an estimate of the gross revenue for water and wastewater services rendered but not yet billed as of the Closing Date, prepared on the basis of a methodology consistent with good industry practice and agreed by the parties, shall be provided by Seller to the City three (3) business days prior to Closing. Upon approval and acceptance by City, ninety percent (90%) of such

unbilled revenue shall be a credit (payment) to Seller on the Closing Statement. City shall be entitled to all fees, charges, rents, rates and revenues collected with regard to the operation of the Utility System after Closing.

(viii) All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.

(ix) Except as expressly set forth herein each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement and any documents and activities associated with the Closing.

(x) All bills, invoices and requests for payment of any kind for services, materials and supplies of any kind rendered in connection with the construction, operation, maintenance, repair and replacement of the Water System or the Wastewater System prior to Closing, up to and including the Closing Date, shall be paid by Seller.

(xi) City shall assume the liability for the Water System and the Wastewater System customer deposits upon receipt from Seller, and Seller shall, by electronic transfer, transfer to City all customer deposits and accrued interest thereon, together with the list of customers for whom such deposits have been collected and corresponding amounts of such deposits for each customer through Closing.

(xii) Each party shall deliver to the other party a certificate certifying that:

(A) The party is not prohibited or restrained by judgment, order, writ, decree or law from consummating and closing any of the transactions contemplated hereby.

(B) There is not pending or threatened on the Closing Date any action or proceeding that materially prevents or hinders the ability of either party to close the transactions contemplated hereby.

(C) All warranties and representations of such party contained in this Agreement are true and correct in all material respects as of the Closing Date.

(xiii) Seller shall deliver to City, in a form acceptable to City, an opinion of Seller's counsel acceptable to City to the effect that (A) Seller is validly organized, existing and its status is active under the laws of the State of Florida; (B) this Agreement has been duly and validly executed and approved by Seller and is a valid and binding agreement of Seller and enforceable against Seller; (C) the execution, delivery and performance of this Agreement and consummation of the transactions contemplated herein will not violate any agreement of or binding on, or any law applicable to, Seller.

(xiv) The parties shall execute the WWTP Lease, the form and substance of which has been approved by the City Council and attached as Appendix "M".

(c) Seller and the Shareholder jointly and severally agree to pay in full and discharge all of the Excluded Liabilities after the Closing, in accordance with their stated terms, as applicable, and in a manner that is not detrimental to City, operation of its utility system, or any relationships of City with customers or other persons.

## 12. POST CLOSING COOPERATION.

(a) Seller and City shall, after the Closing Date, upon reasonable written request of the other party and at no cost to the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, resolutions, deeds, easements, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties and consummate the transactions contemplated by and arising from this Agreement, and to permit City to own, operate and maintain the Utility System in accordance with all applicable laws, regulations, permits and governmental authorization.

(b) Each of the parties hereto shall provide the other, at the other's cost and expense, with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement, including reasonable access during regular business hours to any and all necessary documentation and/or records. The party requesting assistance hereunder shall reimburse the other for reasonable expenses incurred in providing such assistance.

(c) Seller agrees to provide reasonable assistance to the City to transition the administration (including customer services and accounting functions) and operation of the Water System, the Wastewater System and Purchased Assets for a period of one hundred twenty (120) days after the Closing Date. City shall reimburse Seller for reasonable actual out of pocket costs or expenses, without markup, incurred for any such services provided at the request of City under this Section 12(c).

(d) Seller shall cooperate with City to ensure an orderly transition of all of Seller's customers with respect to billing and customer service activities including, but not limited to, working with City prior to Closing on a compatible format for transfer of customer data. The parties agree that City will be entitled to all customer billings and payments by customers of such billings with respect to water services for the period on or after the Closing Date, and Seller will be entitled to all such billings prior to the Closing Date, such billings being considered an Excluded Asset under this Agreement. After the Closing, any payments received by City or Seller with respect to utility services provided utilizing the Purchased Assets shall belong to the City or Seller as provided above. If such payment or the documentation relating thereto does not indicate whether such payment is for the period prior to or after Closing, City and Seller shall jointly determine whether the payment belongs to City or Seller. If either City or Seller receives a payment which under the terms of this Agreement properly belongs to the other, the party in receipt of such payment shall hold such payment in trust for the other party and shall turn the payment over to the other party upon receipt thereof without any right of setoff. The parties shall meet upon written request by a party for purposes of coordinating the collection of payments received City and Seller for billings with respect to utility services.

(e) The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing Date, and thereafter shall terminate.

(f) At Closing, Seller and its affiliated entities, officers, directors, and shareholders forever waive any claim or right to compensation or damages of any kind against City and its

successors and assigns which relates to any encroachment, damage or encumbrance of any nature, type or kind that existed on the Closing Date and effecting property of Seller or any affiliated entity or related person located contiguous to the Real Property as may result at any time in the future from the operation of the Purchased Assets.

(g) The City shall not be obligated to pay any liability arising out of or related to this Agreement from any funds except from the net revenues realized by the City after the Closing from its ownership and operation of the Purchased Assets. It is further agreed that this Agreement and any obligations arising in connection herewith, whether for payment of the Purchase Price, or for any claim of liability, remedy for breach or otherwise, shall not constitute a lien, charge, security interest or other encumbrance on the Water System, the Wastewater System, the Purchased Assets or any other property owned, leased, occupied, used or operated by the City.

13. [RESERVED].

14. MISCELLANEOUS PROVISIONS.

(a) This Agreement, the transaction documents, the Appendices and the documents referenced herein, collectively embody the entire agreement of the parties with respect to the subject matter hereof, and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

(b) Within fifteen (15) days after the Closing, Seller shall prepare and the City and Seller will jointly submit a notice of transfer of the system to the FPSC in a Petition for Termination of the Certificates of Authorization of Seller. Seller shall file reports required to satisfy its outstanding gross receipts tax, regulatory assessment fees, and other obligations and governmental assessments, taxes and fees through the date of Closing. All of Seller's costs and expenses relative to the termination of Seller's relationship with the FPSC, including regulatory assessment fees, shall be paid by Seller. Copies of the Order(s) of the Commission acknowledging sale of the system to City shall be promptly provided to City upon Seller's receipt thereof.

(c) Any notice or other document required or allowed to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier, or by electronic correspondence or facsimile transmission with written confirmation.

If to Seller, such notice shall be delivered at:

[INSERT]

with a copy to:

[INSERT]

If to City, such notice shall be delivered at:

**To the City:**

City Manager  
5919 Main St.  
New Port Richey, FL 34652

with required copies to:

City Attorney  
5919 Main St.  
New Port Richey, FL 34652

Notices shall be effective upon receipt or failure to accept delivery and electronic correspondence or facsimile transmission shall be deemed received on the date sent if received by 4:00 p.m. Eastern Daylight Time on a business day. If received after 4:00 p.m. EDT, such transmission shall be deemed received on the next business day.

(d) The headings used are for convenience only, and they shall be disregarded in the construction or interpretation of this Agreement.

(e) The drafting of this Agreement was a joint effort of the parties, and in the interpretation hereof, no party shall be burdened by or benefit from any presumption based on its involvement in preparation of this Agreement.

(f) This Agreement is solely for the benefit of the parties hereto and their successors and permitted assigns, and except as expressly provided, no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than indemnitees and successors and assigns), who or which is not a formal party hereto.

(g) In the event any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, the remainder of this Agreement shall be construed to be in full force and effect.

(h) This Agreement may only be amended or modified in writing by authorized representatives of the parties. No waiver of any of the provisions of this Agreement will be effective unless made in writing by the party to be bound thereby, and no waiver shall be deemed or shall constitute a waiver of any other provision of this Agreement, unless otherwise expressly provided.

(i) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. The parties expressly consent to the jurisdiction of and agree that exclusive venue for any claim, dispute or litigation arising under, relating to or in connection with this Agreement and the transactions contemplated by this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit of the State of Florida in and for Pasco County, Florida. The parties hereby waive to the maximum extent permissible under law trial by jury in respect of any such claim, dispute or litigation. The parties agree that prior to the commencement of litigation of any such claim, dispute or disagreement, management level representatives of each party shall

meet and confer for a period of ten (10) days after notice by one party to the other of the existence of the claim, dispute or disagreement to amicably resolve the matter.

(j) Except as expressly provided for herein, this Agreement and the rights and interests of the parties hereunder may not be assigned without the prior written consent of the other party.

(k) Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of the City or Seller in connection with this Agreement, except with regard to the shareholder of Seller, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, contractor or agent of the City or Seller, representatives, in any such person's individual capacity, and no such person, shall be liable personally for any breach of or for any failure to perform or comply with any such stipulations, covenants, agreements or obligations. All references to the City in this paragraph shall be deemed to include the City, council members and officers, employees, attorneys, contractors and agents of the City. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the City and Seller have caused this Agreement to be duly executed and entered into on the date first above written.

**SELLER:**

ATTEST:

**[ORANGEWOOD LAKES UTILITY SERVICES]**

\_\_\_\_\_  
Secretary

Name: \_\_\_\_\_

Its: \_\_\_\_\_

(SEAL)

**PURCHASER:**

ATTEST:

**CITY OF NEW PORT RICHEY, FLORIDA**

\_\_\_\_\_  
Clerk

Name: \_\_\_\_\_

Its: \_\_\_\_\_

(SEAL)

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this \_\_\_\_ day February, 2019, by \_\_\_\_\_, as President of [ORANGEWOOD LAKES UTILITY], a Florida corporation, on behalf of the company. He/She is personally known to me or presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of February, 2019  
by \_\_\_\_\_, as \_\_\_\_\_ of the City of New Port Richey, Florida, on behalf  
of the City of New Port Richey. He/She is personally known to me or presented  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPENDIX "A"**

**REAL PROPERTY**

**Parcel Identification Number**

**Property Description Pasco County**

Lift Station Parcel to be included once survey and property description is completed prior to closing.

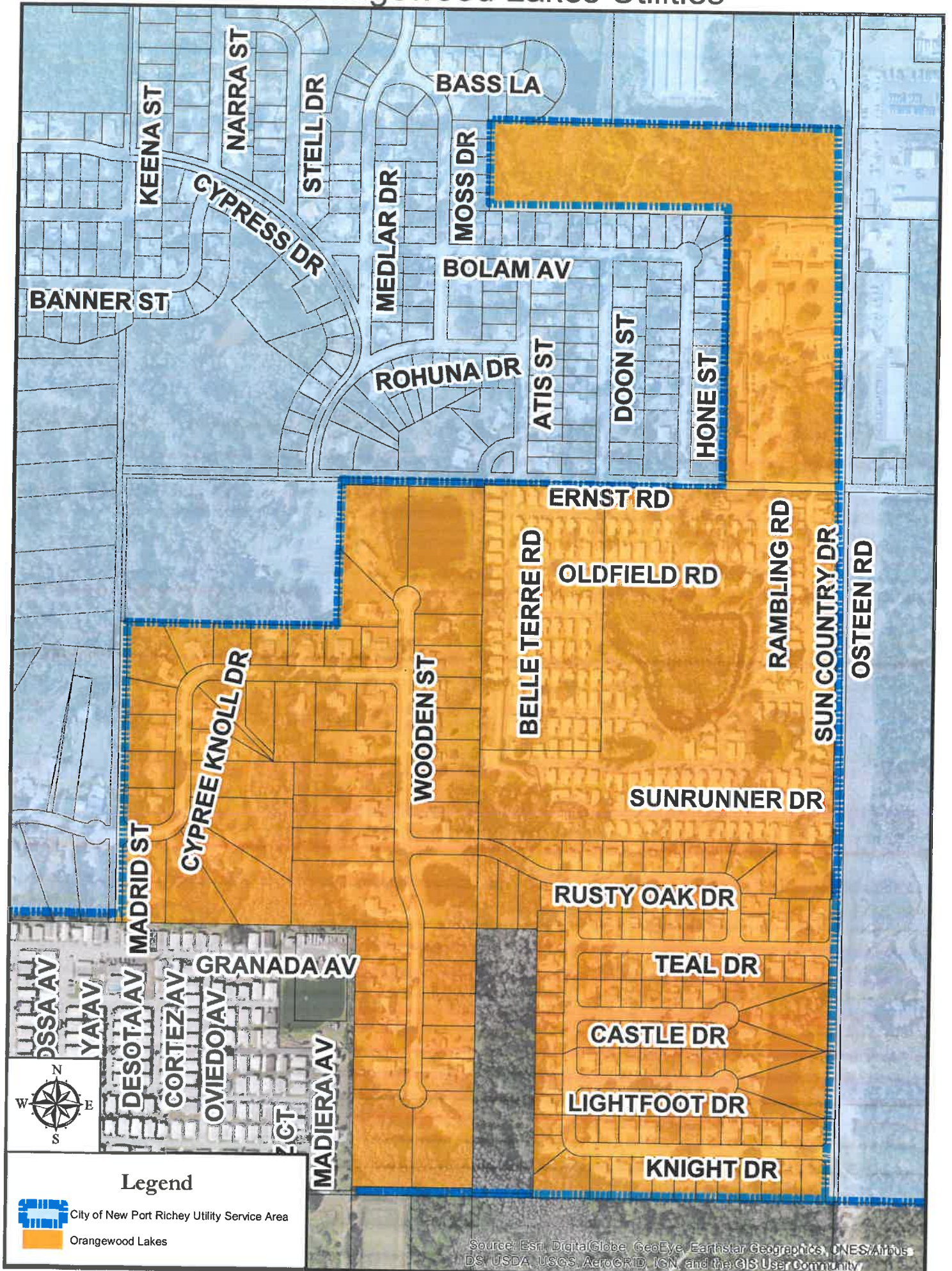
**APPENDIX "B-1"**

**EASEMENTS AND LICENSES**

Blanket Easement to be supplied by seller at closing

**APPENDIX "B-2"**  
**SERVICE TERRITORY**

# Orangewood Lakes Utilities



DESCRIPTION OF TERRITORY SERVED

Docket No. 780457-W

In Township 26 South, Range 16 East, Pasco County, Florida n

Section 3

PARCEL NO. 1

The Southeast 1/4 of the Southeast 1/4 of said Section 3.

PARCEL NO. 2

Commence at the Northwest corner of the Southeast 1/4 of said Section 3; thence due East along the 1/4 section line 800 feet to a POINT OF BEGINNING; thence contiuue East alon said 1/4 section line 528.5 feet; thence due south 2635.6 feet to a point on the south boundary line of said Section 3; thence due West 443.1 feet; thence due North 988.6 feet; thence due West 884.7 feet; then due North 1105.4 feet; thence due East 800.0 feet; thence due North 544.5 feet to the POINT OF BEGINNING.

PARCEL NO. 3

Commence at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 3 for a POINT OF BEGINNING; thence due West 440.0 feet; thence due North 990.0 feet; thence due West 880.0 feet; thence due North 330 feet; thence due East 1320 feet to a point on the East boundary line of said Section 3; thence due South along said East boundary line, 1320 feet more or less to the POINT OF BEGINNING.

Docket No. 080710-WS

The Northeast 1/4 of the Southeast 1/4 of Section 3, Township 16 South, Range 16 East, Pasco County, Florida.

WS-15-0206

ALFRED G. HEILER  
ISSUING OFFICER

PRESIDENT  
TITLE

DESCRIPTION OF TERRITORY SERVED

Docket No. 780660-S

In Township 26 South, Range 16 East, Pasco County, Florida

Section 3

PARCEL NO. 1

The Southeast 1/4 of the Southeast 1/4 of said Section 3.

PARCEL NO. 3

Commence at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 3 for a POINT OF BEGINNING; thence due West 440.0 feet; thence due North 990.0 feet; thence due West 880.0 feet; thence due North 330 feet; thence due East 1320 feet to a point on the East boundary line of said Section 3; thence due South along said East boundary line, 1320 feet more or less to the POINT OF BEGINNING.

Docket No. 080710-WS

The Northeast 1/4 of the Southeast 1/4 of Section 3, Township 16 South, Range 16 East, Pasco County, Florida.

**APPENDIX "C"**  
**TREATMENT PLANTS**

Not Applicable – The page intentionally left blank

**APPENDIX "D"**  
**CERTIFICATES AND PERMITS**

Report Cover Page

**Selection Criteria:**

- Permit Number: 2043
- Permit Revision: 7
- Report Name: WUP File of Record Report

The information provided is based on the information available at the time of request. The information is believed to be accurate and complete, but is subject to the accuracy and completeness of information submitted to the District by permittees and other sources and is subject to the specific request made. The District does not warrant that the information is suitable for any particular use.

**Permit #:** 2043.007  
**Permit Dept:** Brooksville  
**Permittee Name:** Orangewood Lakes Mobile Home Community Inc  
**Address:** Attn: Alfred G. Heiler  
 New Port Richey, FL 34653  
**Phone:** (727) 842-6255  
**Type:** General  
**Class:** Renewal  
**Project Name:** Orangewood Lakes Mobile Home  
**Acres:**

**Application Received:** 12/18/2015  
**Issue Date:** 04/22/2016  
**Expire Date:** 04/22/2036

| Owned | Controlled | Serviced | Leased | Total  |
|-------|------------|----------|--------|--------|
| 39.70 | 0.00       | 90.00    |        | 130.00 |

**Total Quantities:**

|                  | Avg GPD | Avg Drought GPD | Peak GPD | Max GPD       |
|------------------|---------|-----------------|----------|---------------|
| <b>Requested</b> | 150,000 | Not Specified   | 180,000  | Not Specified |
| <b>Permitted</b> | 83,000  | Not Specified   | 144,400  | Not Specified |

**Pred Use Type:** Public Supply  
**WUCA:** Northern Tampa Bay  
**Basin:** Coastal Rivers  
**County:** Pasco

| Referencing: |       |            |
|--------------|-------|------------|
| Township     | Range | Section(s) |
| 26           | 16    | 03         |

**Withdrawals:**

District ID #: 1

User ID: 1

WD Type: Withdrawal of Groundwater

WD Status: Existing

Well Use: Public Supply

Predom. Use: Public Supply

Site Function: Public Supply

Site Operation: No Further Info Necessary

Monitor Type:

Monitor Use:

| Stand By Qty | Casing Diam | Casing Depth | Total Depth | WD Avg GPD | WD Peak GPD | WD Max GPD | Latitude       | Longitude      |
|--------------|-------------|--------------|-------------|------------|-------------|------------|----------------|----------------|
|              | 8           | 56           | 365         | 83,000     | 144,400     | N/A        | 28° 15' 11.60" | 82° 41' 02.80" |

**Use:**

| District ID # | Use Type                  | Predominant Use Type | Use Avg GPD | Drought GPD | Use Peak GPD | Use Max GPD | Use Acreage | Soil Type | IRR Method |
|---------------|---------------------------|----------------------|-------------|-------------|--------------|-------------|-------------|-----------|------------|
| 0             | Residential Mobile Home   | Public Supply        | 35,300      | 35,300      | 61,400       |             |             |           |            |
| 0             | Residential Single Family | Public Supply        | 47,700      | 47,700      | 83,000       |             |             |           |            |

Report Cover Page

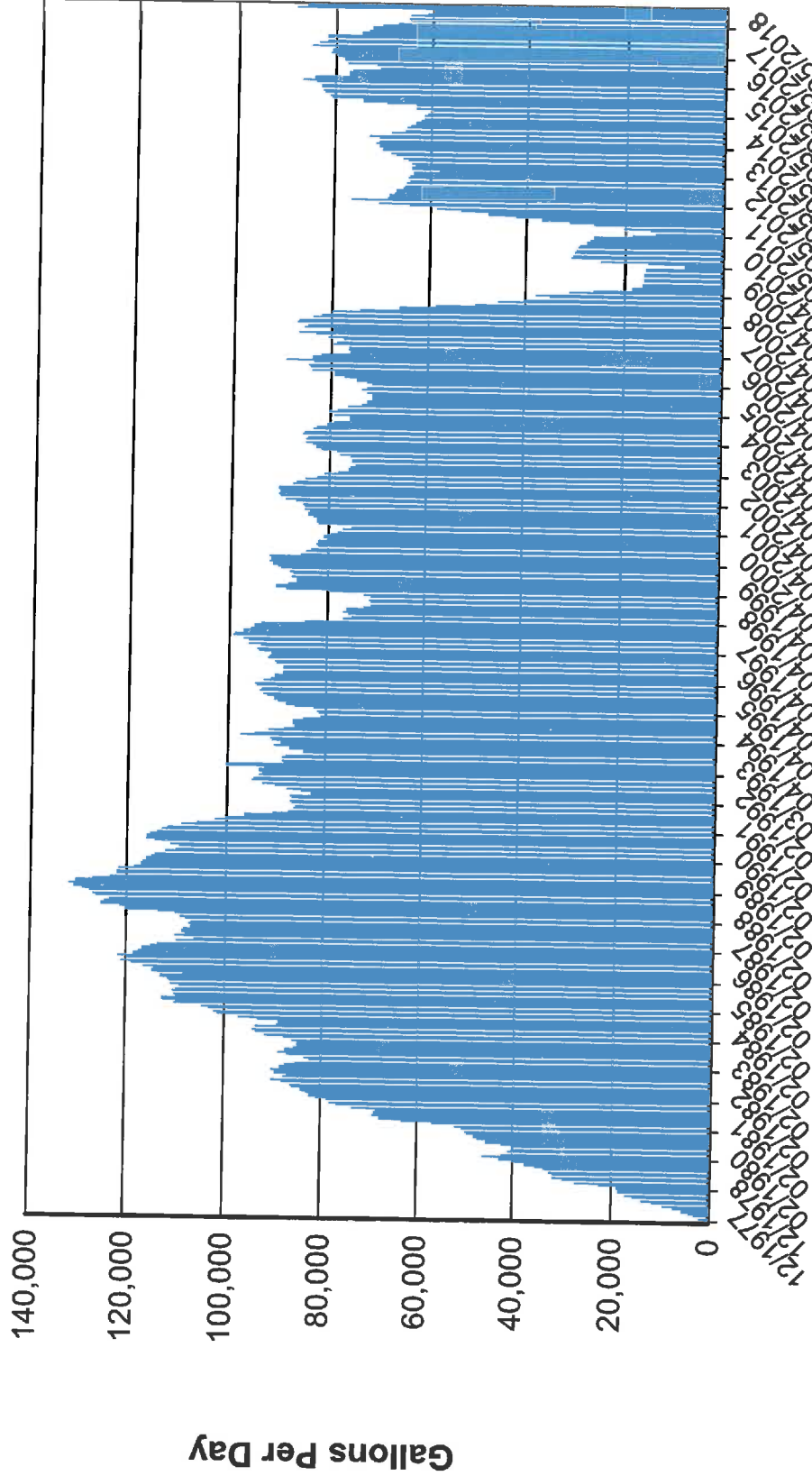
**Selection Criteria:**

- Permit Revision: 7
- Report Name: 12-Month Running Average Pumpage Graph
- Permit Number: 2043

The information provided is based on the information available at the time of request. The information is believed to be accurate and complete, but is subject to the accuracy and completeness of information submitted to the District by permittees and other sources and is subject to the specific request made. The District does not warrant that the information is suitable for any particular use.

**WUP 2043 Orangewood Lakes Mobile Home Community Inc**

Permitted Average Daily Quantity = 83000





# Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

**November 10, 2016**

## **ELECTRONIC DELIVERY**

In the Matter of an  
Application for Permit by:

Orangewood Lakes Services, Inc.  
Mr. Alfred Heiler, President  
7602-04 Congress Street  
WWTF  
New Port Richey, Florida 34653  
727-842-6255  
[Orangewood@floridacommunities.com](mailto:Orangewood@floridacommunities.com)

File Number: FLA012790-005-DW3P/NR  
Pasco County  
Orangewood Lakes Mobile Home Community

## **NOTICE OF PERMIT ISSUANCE**

Enclosed is Permit Number FLA012790 to operate the Orangewood Lakes Mobile Home Community WWTF, issued under Chapter 403, Florida Statutes.

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

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

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

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

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice

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

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

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

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

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

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

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

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of

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

Executed in Temple Terrace, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



For Pamala Vazquez  
Program Administrator  
Permitting & Waste Cleanup Program  
Southwest District

**FILING AND ACKNOWLEDGMENT**

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

Mandakini Patel  
Clerk

November 10, 2016  
Date

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business November 10, 2016, to the listed persons.

Mandakini Patel  
Name

November 10, 2016  
Date

cc: Anthony D. Pedonesi, P.E., ADP & Associates, Inc., [tony@adpassoc.com](mailto:tony@adpassoc.com)  
Mr. Richard Graziano, Lead Operator, [tallboyrichard@yahoo.com](mailto:tallboyrichard@yahoo.com)  
Michele H. Duggan, Environmental Consultant, FDEP SWD, [Michele.Duggan@dep.state.fl.us](mailto:Michele.Duggan@dep.state.fl.us)  
Rose Taylor, Environmental Specialist, FDEP SWD, [Rose.Taylor@dep.state.fl.us](mailto:Rose.Taylor@dep.state.fl.us)  
Elaine Gracik, FDEP SWD, [Elaine.Gracik@dep.state.fl.us](mailto:Elaine.Gracik@dep.state.fl.us)  
Raji Ravindran, FDEP SWD, [Raji.Ravindran@dep.state.fl.us](mailto:Raji.Ravindran@dep.state.fl.us)  
SWD Clerical, FDEP SWD, [SWD\\_Clerical@dep.state.fl.us](mailto:SWD_Clerical@dep.state.fl.us)



# Florida Department of Environmental Protection

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

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

Jonathan P. Steverson  
Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**

Orangewood Lakes Services, Inc.

**RESPONSIBLE OFFICIAL:**

Mr. Alfred Heiler, President  
7602-04 Congress Street  
New Port Richey, Florida 34653  
(727) 842-6255

[Orangewood@floridacommunities.com](mailto:Orangewood@floridacommunities.com)

**PERMIT NUMBER:** FLA012790

**FILE NUMBER:** FLA012790-005-DW3P/NR

**EFFECTIVE DATE:** May 1, 2017

**EXPIRATION DATE:** April 30, 2022

**FACILITY:**

Orangewood Lakes Mobile Home Community WWTF  
7850 Oldfield Rd  
New Port Richey, FL 34653-3635  
Pasco County  
Latitude: 28°15' .00" N Longitude: 82°41' 09" W

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

**WASTEWATER TREATMENT:**

Operation of an existing 0.075 million gallons per day (MGD) Three-Month Average Daily Flow (3MADF), Type III, contact stabilization domestic wastewater treatment plant that may be operated as contact stabilization or extended aeration treatment method.

**When operating as a contact stabilization domestic wastewater treatment plant consists of:** one contact basin of 15,720 gallons, two re-aeration basins for a total volume of 49,370 gallons, three clarifiers for a total volume of 37,400 gallons and a total surface area of 513 square feet, two chlorine contact chambers for a total volume of 6,125 gallons, two digesters for a total volume of 9,550 gallons, one sand collection area of 7.0 square feet, and one pump well of 1,300 gallons. This plant is operated to provide secondary treatment with basic disinfection.

**When operating as an extended aeration domestic wastewater treatment plant consists of:** three aeration basins for a total volume of 65,000 gallons, three clarifiers for a total volume of 37,400 gallons and a total surface area of 513 square feet, two chlorine contact chambers for a total volume of 6,100 gallons, two digesters for a total volume of 9,550 gallons, one sand collection area of 7.00 square feet, and one pump well of 1,300 gallons. This plant is operated to provide secondary treatment with basic disinfection.

**REUSE OR DISPOSAL:**

**Land Application R-001:** Is an existing 0.060 MGD Annual Average Daily Flow (AADF) permitted capacity part IV rapid rate land application system (R-001). R-001 is a reuse system and consists of two-cell rapid infiltration basin (RIB) of 25,000 square feet total bottom area. R-001 is located approximately at latitude 28°15' 0" N, longitude 82°41' 09" W.

PERMITTEE: Orangewood Lakes Services, Inc.  
FACILITY: Orangewood Lakes Mobile Home Community WWTF

PA NUMBER: FLA012790-005-DW3P/NR

**Land Application R-002:** Is an existing 0.030 MGD AADF permitted capacity part IV rapid rate land application system (R-002). R-002 consists of one-cell absorption field system of 12,500 square feet total bottom area. R-002 is located approximately at latitude 28°15' 0" N, longitude 82°41' 09" W.

**IN ACCORDANCE WITH:** The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 18 of this permit.

PERMITTEE: Orangewood Lakes Services, Inc.  
 FACILITY: Orangewood Lakes Mobile Home Community WWTF

PA NUMBER: FLA012790-005-DW3P/NR

**I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

**A. Reuse and Land Application Systems**

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

| Parameter                                   | Units   | Max/Min           | Reclaimed Water Limitations |  |                         | Monitoring Requirements |                        |           | Notes |
|---|---------|-------------------|-----------------------------|--|-------------------------|-------------------------|------------------------|-----------|-------|
|   |         |                   | Limit                       | Statistical Basis                                  | Frequency of Monitoring | Sample Type             | Monitoring Site Number |           |       |
| Flow to R-001                               | MGD     | Max<br>Max        | 0.060<br>Report             | Annual Average<br>Monthly Average                  | 5 Days/Week             | Elapsed Time<br>Meter   | FLW-03                 | See I.A.3 |       |
| BOD, Carbonaceous 5 day, 20C                | mg/L    | Max<br>Max<br>Max | 20.0<br>30.0<br>60.0        | Annual Average<br>Monthly Average<br>Single Sample | Monthly                 | Grab                    | EFA-01                 |           |       |
| Solids, Total Suspended                     | mg/L    | Max<br>Max<br>Max | 20.0<br>30.0<br>60.0        | Annual Average<br>Monthly Average<br>Single Sample | Monthly                 | Grab                    | EFA-01                 |           |       |
| Coliform, Fecal                             | #/100mL | Max<br>Max        | 200<br>800                  | Annual Average<br>Single Sample                    | Monthly                 | Grab                    | EFA-01                 |           |       |
| pH  | s.u.    | Min<br>Max        | 6.0<br>8.5                  | Single Sample<br>Single Sample                     | 5 Days/Week             | Grab                    | EFA-01                 |           |       |
| Chlorine, Total Residual (For Disinfection) | mg/L    | Min               | 0.5                         | Single Sample                                      | 5 Days/Week             | Grab                    | EFA-01                 | See I.A.4 |       |
| Nitrogen, Nitrate, Total (as N)             | mg/L    | Max               | 12.0                        | Single Sample                                      | Monthly                 | Grab                    | EFA-01                 |           |       |

PERMITTEE: Orangewood Lakes Services, Inc.  
FACILITY: Orangewood Lakes Mobile Home Community WWTF

PA NUMBER: FLA012790-005-DW3P/NR

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

| Monitoring Site Number | Description of Monitoring Site  |
|------------------------|---|
| FLW-03                 | Flow measured at the master lift station minus the flow measurement to the absorption field. [FLW-03=FLW-01-FLW-02] |
| EFA-01                 | After disinfection and prior to the two-cell percolation/evaporation pond system                                    |

3. An elapsed time meter shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
4. 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)]

PERMITTEE: Orangewood Lakes Services, Inc.  
 FACILITY: Orangewood Lakes Mobile Home Community WWTF

PA NUMBER: FLA012790-005-DW3P/NR

5. 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-002. 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 Monitoring | Sample Type             | Monitoring Site Number |           |       |
| Flow to R-002                               | MGD     | Max     | 0.030                       | Annual Average                | 5 Days/Week             | Elapsed Time Meter      | FLW-02                 | See I.A.7 |       |
| BOD, Carbonaceous 5 day, 20C                | mg/L    | Max     | 20.0                        | Monthly Average               | Monthly                 | Grab                    | EFA-02                 |           |       |
|   |         | Max     | 30.0                        | Annual Average                |                         |                         |                        |           |       |
|   |         | Max     | 60.0                        | Monthly Average Single Sample |                         |                         |                        |           |       |
| Solids, Total Suspended                     | mg/L    | Max     | 10.0                        | Single Sample                 | Monthly                 | Grab                    | EFA-02                 |           |       |
| Coliform, Fecal                             | #/100mL | Max     | 200                         | Annual Average                | Monthly                 | Grab                    | EFA-02                 |           |       |
|   |         | Max     | 800                         | Single Sample                 |                         |                         |                        |           |       |
| pH  | s.u.    | Min     | 6.0                         | Single Sample                 | 5 Days/Week             | Grab                    | EFA-02                 |           |       |
|   |         | Max     | 8.5                         | Single Sample                 |                         |                         |                        |           |       |
| Chlorine, Total Residual (For Disinfection) | mg/L    | Min     | 0.5                         | Single Sample                 | 5 Days/Week             | Grab                    | EFA-02                 | See I.A.8 |       |
|   |         | Max     | 12.0                        | Single Sample                 |                         |                         |                        |           |       |
| Nitrogen, Nitrate, Total (as N)             | mg/L    | Max     |                             |                               | Monthly                 | Grab                    | EFA-02                 |           |       |
|   |         |         |                             |                               |                         |                         |                        |           |       |

PERMITTEE: Orangewood Lakes Services, Inc.  
FACILITY: Orangewood Lakes Mobile Home Community WWTF

PA NUMBER: FLA012790-005-DW3P/NR

6. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.5. and as described below:

| Monitoring Site Number | Description of Monitoring Site                                  |
|------------------------|---|
| FLW-02                 | Flow meter and totalizer after the sand filter                  |
| EFA-02                 | After filtration and prior to discharge to the absorption field |

7. An elapsed time meter shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
8. 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)]

PERMITTEE: Orangewood Lakes Services, Inc.  
 FACILITY: Orangewood Lakes Mobile Home Community WWTF

PA NUMBER: FLA012790-005-DW3P/NR

**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    | Limit           | Limitations                                |                       | Monitoring Requirements |                        |           |  |
|---|---------|------------|-----------------|--|-----------------------|-------------------------|------------------------|-----------|--|
|   |         |            |                 | Statistical Basis                          | Frequency of Analysis | Sample Type             | Monitoring Site Number | Notes     |  |
| Flow, Total Facility                                  | MGD     | Max<br>Max | 0.075<br>Report | 3-Month Rolling Average<br>Monthly Average | 5 Days/Week           | Elapsed Time<br>Meter   | FLW-01                 | See I.B.4 |  |
| Percent Capacity,<br>(TMADF/Permitted Capacity) x 100 | percent | Max        | Report          | Monthly Average                            | Monthly               | Calculated              | FLW-01                 |           |  |
| BOD, Carbonaceous 5 day, 20C<br>(Influent)            | mg/L    | Max        | Report          | Single Sample                              | Annually              | Grab                    | INF-01                 | See I.B.3 |  |
| Solids, Total Suspended (Influent)                    | mg/L    | Max        | Report          | Single Sample                              | Annually              | Grab                    | INF-01                 | See I.B.3 |  |

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

| Monitoring Site Number | Description of Monitoring Site  |
|------------------------|---|
| FLW-01                 | Flow measured at the Effluent pump station.   |
| INF-01                 | Influent sampling point prior to treatment and ahead of the return activated sludge line. |

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-600.660(4)(a)]
4. An elapsed time meter 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 <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
- The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
  - The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
  - If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

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

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

6. The permittee shall provide safe access points for obtaining representative 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.

PERMITTEE: Orangewood Lakes Services, Inc.  
 FACILITY: Orangewood Lakes Mobile Home Community WWTF

PA NUMBER: FLA012790-005-DW3P/NR

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

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

If submitting electronic DMR forms, the permittee shall use the electronic DMR system 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.

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

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

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

Phone Number - (813) 470-5700  
 FAX Number - (813) 470-5996  
[swd\\_dw@dep.state.fl.us](mailto:swd_dw@dep.state.fl.us)

[62-620.305]

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

## II. BIOSOLIDS MANAGEMENT REQUIREMENTS

### A. Basic Requirements

- Biosolids generated by this facility may be transferred to biosolids treatment facility (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)]

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3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.7.

| Parameter                        | Units    | Max/Min | Biosolids Limitations |                   | Monitoring Requirements |             |                        |
|----------------------------------|----------|---------|-----------------------|-------------------|-------------------------|-------------|------------------------|
|                                  |          |         | Limit                 | Statistical Basis | Frequency of Analysis   | Sample Type | Monitoring Site Number |
| Biosolids Quantity (Landfilled)  | dry tons | Max     | Report                | Monthly Total     | Monthly                 | Calculated  | RMP-2                  |
| Biosolids Quantity (Transferred) | dry tons | Max     | Report                | Monthly Total     | Monthly                 | Calculated  | RMP-1                  |

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

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

| Monitoring Site Number | Description of Monitoring Site Calculations                        |
|------------------------|--|
| RMP-1                  | Quantity of biosolids transferred to Biosolids Treatment Facility. |
| RMP-2                  | Quantity of biosolids transferred to Landfill.                     |

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

**B. Disposal**

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

**C. Transfer**

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

**Source Facility**

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

**Biosolids Treatment Facility or Treatment Facility**

1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the

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Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility. [62-640.880(4)]

#### **D. Receipt**

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

### **III. GROUND WATER REQUIREMENTS**

1. Section III is not applicable to this facility.

### **IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS**

#### **E. Part IV Rapid Infiltration Basins**

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518]
2. The maximum annual average loading rate to two-cell rapid infiltration basin, R-001 shall be limited to 3.85 inches per day (as applied to the entire bottom area). [62-610.523(3)]
3. The maximum annual average loading rate to one-cell absorption field system, R-002 shall be limited to 3.85 inches per day (as applied to the entire bottom area). [62-610.523(3)]
4. The two separate cells of rapid infiltration basin R-001 normally shall be loaded for 7 days and shall be rested for 14 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. [62-610.523(4)]
5. 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)]
6. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.514 and 62-610.414]
7. The absorption field shall be operated to preclude saturated conditions from developing at the ground surface. [62-610.500(2)]
8. 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 C facility and, at a minimum, operators with appropriate certification must be on the site as follows:  
  
A Class C or higher operator 1/2 hour/day for 5 days/week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.
2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. [62-699.311(1)]

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

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

**C. Recordkeeping Requirements**

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

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

**VI. SCHEDULES**

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

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

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## 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. 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)]*
2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
  - a. Which may cause fire or explosion hazards; or
  - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
  - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
  - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
  - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.*[62-604.130(5)]*
5. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
8. The permittee shall provide verbal notice to the Department's Southwest District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement

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measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Southwest District Office in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]

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

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

[62-620.625(2)]

## IX. GENERAL CONDITIONS

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

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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)]*
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

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

[62-620.610(18)]

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

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- (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;
    - (g) Source and cause of the discharge;
    - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
    - (i) Description of area affected by the discharge, including name of water body affected, if any; and
    - (j) Other persons or agencies contacted.
  - (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Southwest District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Southwest District Office shall waive the written report.

[62-620.610(20)]

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

22. Bypass Provisions.

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

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- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

*[62-620.610(22)]*

23. Upset Provisions.

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

*[62-620.610(23)]*

Executed in Temple Terrace, Florida.

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION



For Pamala Vazquez  
Program Administrator  
Permitting & Waste Cleanup Program  
Southwest District

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

**When completed mail this report to:** Department of Environmental Protection, Southwest District Office,  
Compliance Assurance Program,  
Attn: Domestic Wastewater,  
13051 N Telecom Pkwy, Temple Terrace, Florida 33637  
[swd\\_dvw@dep.state.fl.us](mailto:swd_dvw@dep.state.fl.us)

PERMITTEE NAME: Orangewood Lakes Services, Inc.  
MAILING ADDRESS: 7602-04 Congress Street  
New Port Richey, Florida 34653

FACILITY: Orangewood Lakes Mobile Home Community WWTF  
LOCATION: 7850 Oldfield Rd  
New Port Richey, FL 34653  
COUNTY: Pasco  
OFFICE: Southwest District

PA NUMBER: FLA012790-005-DW3P/NR

LIMIT: Final  
CLASS SIZE: N/A  
MONITORING GROUP NUMBER: R-001  
MONITORING GROUP DESCRIPTION: RIB, including Influent  
RE-SUBMITTED DMR:   
NO DISCHARGE FROM SITE:   
MONITORING PERIOD From: \_\_\_\_\_ To: \_\_\_\_\_

REPORT FREQUENCY: Monthly  
PROGRAM: Domestic

| Parameter                                 | Sample Measurement | Quantity or Loading | Units | Quality or Concentration | Units | No. Ex. | Frequency of Analysis | Sample Type        |
|---|--------------------|---------------------|-------|--------------------------|-------|---------|-----------------------|--------------------|
| Flow to R-001                             | Sample Measurement |                     |       |                          |       |         |                       |                    |
| PARM Code 50050 Y<br>Mon. Site No. FLW-03 | Permit Requirement | 0.060<br>(An.Avg.)  | MGD   |                          |       |         | 5 Days/Week           | Elapsed Time Meter |
| Flow to R-001                             | Sample Measurement |                     |       |                          |       |         |                       |                    |
| PARM Code 50050 I<br>Mon. Site No. FLW-03 | Permit Requirement | Report<br>(Mo.Avg.) | MGD   |                          |       |         | 5 Days/Week           | Elapsed Time Meter |
| BOD, Carbonaceous 5 day, 20C              | Sample Measurement |                     |       |                          |       |         |                       |                    |
| PARM Code 80082 Y<br>Mon. Site No. EFA-01 | Permit Requirement |                     |       | 20.0<br>(An.Avg.)        | mg/L  |         | Monthly               | Grab               |
| BOD, Carbonaceous 5 day, 20C              | Sample Measurement |                     |       |                          |       |         |                       |                    |
| PARM Code 80082 A<br>Mon. Site No. EFA-01 | Permit Requirement |                     |       | 30.0<br>(Mo.Avg.)        | mg/L  |         | Monthly               | Grab               |
| Solids, Total Suspended                   | Sample Measurement |                     |       |                          |       |         |                       |                    |
| PARM Code 00530 Y<br>Mon. Site No. EFA-01 | Permit Requirement |                     |       | 20.0<br>(An.Avg.)        | mg/L  |         | Monthly               | Grab               |
| Solids, Total Suspended                   | Sample Measurement |                     |       |                          |       |         |                       |                    |
| PARM Code 00530 A<br>Mon. Site No. EFA-01 | Permit Requirement |                     |       | 30.0<br>(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: Orangewood Lakes Mobile Home Community WWTF

MONITORING GROUP NUMBER: R-001  
 From: \_\_\_\_\_ To: \_\_\_\_\_

PA NUMBER: FLA012790-005-DW3P/NR

| Parameter  | Sample Measurement | Quantity or Loading | Units               | Quality or Concentration |  | Units               | No. Ex. | Frequency of Analysis | Sample Type        |
|--|--------------------|---------------------|---------------------|--------------------------|--|---------------------|---------|-----------------------|--------------------|
|  |                    |                     |                     |                          |  |                     |         |                       |                    |
| Coliform, Fecal                                    | Sample Measurement |                     |                     |                          |  |                     |         |                       |                    |
| PARM Code 74055 Y<br>Mon. Site No. EFA-01          | Permit Requirement |                     |                     | 200<br>(An.Avg.)         |  | #/100mL             |         | Monthly               | Grab               |
| Coliform, Fecal                                    | Sample Measurement |                     |                     |                          |  |                     |         |                       |                    |
| PARM Code 74055 A<br>Mon. Site No. EFA-01          | Permit Requirement |                     |                     |                          |  | 800<br>(Max.)       |         | Monthly               | Grab               |
| pH   | Sample Measurement |                     |                     |                          |  |                     |         |                       |                    |
| PARM Code 00400 A<br>Mon. Site No. EFA-01          | Permit Requirement |                     |                     | 6.0<br>(Min.)            |  | s.u.                |         | 5 Days/Week           | Grab               |
| Chlorine, Total Residual (For Disinfection)        | Sample Measurement |                     |                     |                          |  |                     |         |                       |                    |
| PARM Code 50060 A<br>Mon. Site No. EFA-01          | Permit Requirement |                     |                     | 0.5<br>(Min.)            |  | mg/L                |         | 5 Days/Week           | Grab               |
| Nitrogen, Nitrate, Total (as N)                    | Sample Measurement |                     |                     |                          |  |                     |         |                       |                    |
| PARM Code 00620 A<br>Mon. Site No. EFA-01          | Permit Requirement |                     |                     |                          |  | 12.0<br>(Max.)      |         | Monthly               | Grab               |
| Flow, Total Plant                                  | Sample Measurement |                     |                     |                          |  |                     |         |                       |                    |
| PARM Code 50050 P<br>Mon. Site No. FLW-01          | Permit Requirement | Report<br>(Mo.Avg.) | 0.075<br>(3Mo.Avg.) |                          |  | MGD                 |         | 5 Days/Week           | Elapsed Time Meter |
| Percent Capacity, (TMADP/Permitted Capacity) x 100 | Sample Measurement |                     |                     |                          |  |                     |         |                       |                    |
| PARM Code 00180 I<br>Mon. Site No. FLW-01          | Permit Requirement |                     |                     |                          |  | Report<br>(Mo.Avg.) |         | Monthly               | Calculated         |

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

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

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

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

**When completed mail this report to:** Department of Environmental Protection, Southwest District Office,  
Compliance Assurance Program,  
Attn: Domestic Wastewater,  
13051 N Telecom Pkwy, Temple Terrace, Florida 33637  
[swd\\_dw@dep.state.fl.us](mailto:swd_dw@dep.state.fl.us)

**PERMITTEE NAME:** Orangewood Lakes Services, Inc.  
**MAILING ADDRESS:** 7602-04 Congress Street  
New Port Richey, Florida 34653

**PA NUMBER:** FLA012790-005-DW3P/NR

**FACILITY LOCATION:** Orangewood Lakes Mobile Home Community WWTF  
7850 Oldfield Rd  
New Port Richey, FL 34653  
**COUNTY:** Pasco  
**OFFICE:** Southwest District

**LIMIT:** Final  
**CLASS SIZE:** N/A  
**MONITORING GROUP NUMBER:** R-001  
**MONITORING GROUP DESCRIPTION:** RIB, including influent  
**RE-SUBMITTED DMR:**   
**NO DISCHARGE FROM SITE:**   
**MONITORING PERIOD** From: \_\_\_\_\_ To: \_\_\_\_\_

**REPORT FREQUENCY:** Annually  
**PROGRAM:** Domestic

| Parameter                               | Quantity or Loading | Units | Quality or Concentration | Units | No. Ex. | Frequency of Analysis | Sample Type |
|---|---------------------|-------|--------------------------|-------|---------|-----------------------|-------------|
| BOD, Carbonaceous 5 day, 20C (Influent) | Sample Measurement  |       |                          |       |         |                       |             |
| PARM Code 80082 G Mon. Site No. INF-01  | Permit Requirement  |       |                          |       |         |                       |             |
| Solids, Total Suspended (Influent)      | Sample Measurement  |       | Report (Max.)            | mg/L  |         | Annually              | Grab        |
| PARM Code 00530 G Mon. Site No. INF-01  | Permit Requirement  |       |                          |       |         |                       |             |
|   |                     |       | Report (Max.)            | mg/L  |         | Annually              | Grab        |

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|--|---|---------------------|--------------------------|
| <b>NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT</b> | <b>SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT</b> | <b>TELEPHONE NO</b> | <b>DATE (mm/dd/yyyy)</b> |
|  |   |                     |                          |

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

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

**When completed mail this report to:** Department of Environmental Protection, Southwest District Office,  
 Compliance Assurance Program,  
**Attn:** Domestic Wastewater,  
 13051 N Telecom Pkwy, Temple Terrace, Florida 33637  
[swd\\_dtw@dep.state.fl.us](mailto:swd_dtw@dep.state.fl.us)

**PERMITTEE NAME:** Orangewood Lakes Services, Inc.  
**MAILING ADDRESS:** 7602-04 Congress Street  
 New Port Richey, Florida 34653

**PA NUMBER:** FLA012790-005-DW3P/NR

**FACILITY:** Orangewood Lakes Mobile Home Community WWTF  
**LOCATION:** 7850 Oldfield Rd  
 New Port Richey, FL 34653  
**COUNTY:** Pasco  
**OFFICE:** Southwest District

**LIMIT:** Final  
**CLASS SIZE:** N/A  
**MONITORING GROUP NUMBER:** R-002  
**MONITORING GROUP DESCRIPTION:** Drainfield, including influent

**REPORT FREQUENCY:** Monthly  
**PROGRAM:** Domestic

**RE-SUBMITTED DMR:**   
**NO DISCHARGE FROM SITE:**   
**MONITORING PERIOD** From: \_\_\_\_\_ To: \_\_\_\_\_

| Parameter                                  | Quantity or Loading | Units | Quality or Concentration | Units | No. Ex. | Frequency of Analysis | Sample Type        |
|--|---------------------|-------|--------------------------|-------|---------|-----------------------|--------------------|
| Flow to R-002                              | Sample Measurement  |       |                          |       |         |                       |                    |
| PARAM Code 50050 Y<br>Mon. Site No. FLW-02 | Permit Requirement  | MGD   | 0.030 (An.Avg.)          |       |         | 5 Days/Week           | Elapsed Time Meter |
| Flow to R-002                              | Sample Measurement  |       |                          |       |         |                       |                    |
| PARAM Code 50050 I<br>Mon. Site No. FLW-02 | Permit Requirement  | MGD   | Report (Mo.Avg.)         |       |         | 5 Days/Week           | Elapsed Time Meter |
| BOD, Carbonaceous 5 day, 20C               | Sample Measurement  |       |                          |       |         |                       |                    |
| PARAM Code 80082 Y<br>Mon. Site No. EFA-02 | Permit Requirement  |       | 20.0 (An.Avg.)           | mg/L  |         | Monthly               | Grab               |
| BOD, Carbonaceous 5 day, 20C               | Sample Measurement  |       |                          |       |         |                       |                    |
| PARAM Code 80082 A<br>Mon. Site No. EFA-02 | Permit Requirement  |       | 30.0 (Mo.Avg.)           | mg/L  |         | Monthly               | Grab               |
| Solids, Total Suspended                    | Sample Measurement  |       |                          |       |         |                       |                    |
| PARAM Code 00530 Y<br>Mon. Site No. EFA-02 | Permit Requirement  |       | 10.0 (Max.)              | mg/L  |         | Monthly               | Grab               |
| pH   | Sample Measurement  |       |                          |       |         |                       |                    |
| PARAM Code 00400 A<br>Mon. Site No. EFA-02 | Permit Requirement  |       | 6.0 (Min.)               | s.u.  |         | 5 Days/Week           | Grab               |

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

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

**DISCHARGE MONITORING REPORT - PART A (Continued)**

FACILITY: Orangewood Lakes Mobile Home Community WWTF

MONITORING GROUP NUMBER: R-002  
 From: \_\_\_\_\_  
 To: \_\_\_\_\_

PA NUMBER: FLA012790-005-DW3P/NR

| Parameter                                      | Quantity or Loading | Units | Quality or Concentration | Units          | No. Ex. | Frequency of Analysis | Sample Type |
|--|---------------------|-------|--------------------------|----------------|---------|-----------------------|-------------|
|  |                     |       |                          |                |         |                       |             |
| Coliform, Fecal                                |                     |       |                          |                |         |                       |             |
| PARAM Code 74055 Y<br>Mon. Site No. EFA-02     |                     |       | 200<br>(An.Avg.)         | #/100mL        |         | Monthly               | Grab        |
| Coliform, Fecal                                |                     |       |                          |                |         |                       |             |
| PARAM Code 74055 A<br>Mon. Site No. EFA-02     |                     |       |                          | 800<br>(Max.)  |         | Monthly               | Grab        |
| Chlorine, Total Residual (For<br>Disinfection) |                     |       |                          |                |         |                       |             |
| PARAM Code 50060 A<br>Mon. Site No. EFA-02     |                     |       | 0.5<br>(Min.)            | mg/L           |         | 5 Days/Week           | Grab        |
| Nitrogen, Nitrate, Total (as N)                |                     |       |                          |                |         |                       |             |
| PARAM Code 00620 A<br>Mon. Site No. EFA-02     |                     |       |                          | 12.0<br>(Max.) |         | Monthly               | Grab        |

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

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

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

**When completed mail this report to:** Department of Environmental Protection, Southwest District Office,  
 Compliance Assurance Program,  
 Attn: Domestic Wastewater,  
 13051 N Telecom Pkwy, Temple Terrace, Florida 33637  
[swd\\_dvw@dep.state.fl.us](mailto:swd_dvw@dep.state.fl.us)

**PERMITTEE NAME:** Orangewood Lakes Services, Inc.  
**MAILING ADDRESS:** 7602-04 Congress Street  
 New Port Richey, Florida 34653

**FACILITY:** Orangewood Lakes Mobile Home Community WWTF  
**LOCATION:** 7850 Oldfield Rd  
 New Port Richey, FL 34653  
**COUNTY:** Pasco  
**OFFICE:** Southwest District

**PA NUMBER:** FLA012790-005-DW3P/NR

**LIMIT:** Final  
**CLASS SIZE:** N/A  
**MONITORING GROUP NUMBER:** RMP-Q  
**MONITORING GROUP DESCRIPTION:** Biosolids Quantity  
**RE-SUBMITTED DMR:**   
**NO DISCHARGE FROM SITE:**   
**MONITORING PERIOD** From: \_\_\_\_\_ To: \_\_\_\_\_

**REPORT FREQUENCY:** Monthly  
**PROGRAM:** Domestic

| Parameter                                | Quantity or Loading | Units    | Quality or Concentration | Units | No. Ex. | Frequency of Analysis | Sample Type |
|--|---------------------|----------|--------------------------|-------|---------|-----------------------|-------------|
| Biosolids Quantity (Transferred)         | Sample Measurement  |          |                          |       |         |                       |             |
| PARM Code B0007 +<br>Mon. Site No. RMP-1 | Report (Mo. Total)  | dry tons |                          |       |         | Monthly               | Calculated  |
| Biosolids Quantity (Landfilled)          | Sample Measurement  |          |                          |       |         |                       |             |
| PARM Code B0008 +<br>Mon. Site No. RMP-2 | Report (Mo. Total)  | dry tons |                          |       |         | Monthly               | Calculated  |

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|  |   |                     |                          |
|--|---|---------------------|--------------------------|
| <b>NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT</b> | <b>SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT</b> | <b>TELEPHONE NO</b> | <b>DATE (mm/dd/yyyy)</b> |
|  |   |                     |                          |

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

## DAILY SAMPLE RESULTS - PART B

PA Number: FLA012790-005-DW3P/NR  
 Monitoring Period From: \_\_\_\_\_ To: \_\_\_\_\_

Facility: Orangewood Lakes Mobile Home Community WWTF

|                  | BOD, Carbonaceous 5 day, 20C mg/L | Chlorine, Total Residual (For Disinfection) mg/L | Coliform, Fecal #/100mL | Nitrogen, Nitrate, Total (as N) mg/L | Solids, Total Suspended mg/L | pH s.u. | BOD, Carbonaceous 5 day, 20C mg/L | Chlorine, Total Residual (For Disinfection) mg/L |
|------------------|-----------------------------------|--|-------------------------|--------------------------------------|------------------------------|---------|-----------------------------------|--|
| <b>Code</b>      | 80082                             | 50060  | 74055                   | 00620                                | 00530                        | 00400   | 80082                             | 50060  |
| <b>Mon. Site</b> | EFA-01                            | EFA-01   | EFA-01                  | EFA-01                               | EFA-01                       | EFA-01  | EFA-02                            | EFA-02   |
| 1                |                                   |  |                         |                                      |                              |         |                                   |  |
| 2                |                                   |  |                         |                                      |                              |         |                                   |  |
| 3                |                                   |  |                         |                                      |                              |         |                                   |  |
| 4                |                                   |  |                         |                                      |                              |         |                                   |  |
| 5                |                                   |  |                         |                                      |                              |         |                                   |  |
| 6                |                                   |  |                         |                                      |                              |         |                                   |  |
| 7                |                                   |  |                         |                                      |                              |         |                                   |  |
| 8                |                                   |  |                         |                                      |                              |         |                                   |  |
| 9                |                                   |  |                         |                                      |                              |         |                                   |  |
| 10               |                                   |  |                         |                                      |                              |         |                                   |  |
| 11               |                                   |  |                         |                                      |                              |         |                                   |  |
| 12               |                                   |  |                         |                                      |                              |         |                                   |  |
| 13               |                                   |  |                         |                                      |                              |         |                                   |  |
| 14               |                                   |  |                         |                                      |                              |         |                                   |  |
| 15               |                                   |  |                         |                                      |                              |         |                                   |  |
| 16               |                                   |  |                         |                                      |                              |         |                                   |  |
| 17               |                                   |  |                         |                                      |                              |         |                                   |  |
| 18               |                                   |  |                         |                                      |                              |         |                                   |  |
| 19               |                                   |  |                         |                                      |                              |         |                                   |  |
| 20               |                                   |  |                         |                                      |                              |         |                                   |  |
| 21               |                                   |  |                         |                                      |                              |         |                                   |  |
| 22               |                                   |  |                         |                                      |                              |         |                                   |  |
| 23               |                                   |  |                         |                                      |                              |         |                                   |  |
| 24               |                                   |  |                         |                                      |                              |         |                                   |  |
| 25               |                                   |  |                         |                                      |                              |         |                                   |  |
| 26               |                                   |  |                         |                                      |                              |         |                                   |  |
| 27               |                                   |  |                         |                                      |                              |         |                                   |  |
| 28               |                                   |  |                         |                                      |                              |         |                                   |  |
| 29               |                                   |  |                         |                                      |                              |         |                                   |  |
| 30               |                                   |  |                         |                                      |                              |         |                                   |  |
| 31               |                                   |  |                         |                                      |                              |         |                                   |  |
| <b>Total</b>     |                                   |  |                         |                                      |                              |         |                                   |  |
| <b>Mo. Avg.</b>  |                                   |  |                         |                                      |                              |         |                                   |  |

**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: \_\_\_\_\_

## DAILY SAMPLE RESULTS - PART B

PA Number:  
Monitoring Period

FLA012790-005-DW3P/NR  
From: \_\_\_\_\_

To: \_\_\_\_\_

Facility: Orangewood Lakes Mobile Home Community WWTF

|                  | Coliform, Fecal<br>#/100mL | Nitrogen,<br>Nitrate, Total (as<br>N)<br>mg/L | Solids, Total<br>Suspended<br>mg/L | pH<br>s.u. | Total Plant Flow<br>MGD | Flow<br>MGD<br>(R-002) | Flow<br>MGD<br>(R-001) |  |
|------------------|----------------------------|---|------------------------------------|------------|-------------------------|------------------------|------------------------|--|
| <b>Code</b>      | 74055                      | 00620   | 00530                              | 00400      | 50050                   | 50050                  | 50050                  |  |
| <b>Mon. Site</b> | EFA-02                     | EFA-02  | EFA-02                             | EFA-02     | FLW-01                  | FLW-02                 | FLW-03                 |  |
| 1                |                            |   |                                    |            |                         |                        |                        |  |
| 2                |                            |   |                                    |            |                         |                        |                        |  |
| 3                |                            |   |                                    |            |                         |                        |                        |  |
| 4                |                            |   |                                    |            |                         |                        |                        |  |
| 5                |                            |   |                                    |            |                         |                        |                        |  |
| 6                |                            |   |                                    |            |                         |                        |                        |  |
| 7                |                            |   |                                    |            |                         |                        |                        |  |
| 8                |                            |   |                                    |            |                         |                        |                        |  |
| 9                |                            |   |                                    |            |                         |                        |                        |  |
| 10               |                            |   |                                    |            |                         |                        |                        |  |
| 11               |                            |   |                                    |            |                         |                        |                        |  |
| 12               |                            |   |                                    |            |                         |                        |                        |  |
| 13               |                            |   |                                    |            |                         |                        |                        |  |
| 14               |                            |   |                                    |            |                         |                        |                        |  |
| 15               |                            |   |                                    |            |                         |                        |                        |  |
| 16               |                            |   |                                    |            |                         |                        |                        |  |
| 17               |                            |   |                                    |            |                         |                        |                        |  |
| 18               |                            |   |                                    |            |                         |                        |                        |  |
| 19               |                            |   |                                    |            |                         |                        |                        |  |
| 20               |                            |   |                                    |            |                         |                        |                        |  |
| 21               |                            |   |                                    |            |                         |                        |                        |  |
| 22               |                            |   |                                    |            |                         |                        |                        |  |
| 23               |                            |   |                                    |            |                         |                        |                        |  |
| 24               |                            |   |                                    |            |                         |                        |                        |  |
| 25               |                            |   |                                    |            |                         |                        |                        |  |
| 26               |                            |   |                                    |            |                         |                        |                        |  |
| 27               |                            |   |                                    |            |                         |                        |                        |  |
| 28               |                            |   |                                    |            |                         |                        |                        |  |
| 29               |                            |   |                                    |            |                         |                        |                        |  |
| 30               |                            |   |                                    |            |                         |                        |                        |  |
| 31               |                            |   |                                    |            |                         |                        |                        |  |
| <b>Total</b>     |                            |   |                                    |            |                         |                        |                        |  |
| <b>Mo. Avg.</b>  |                            |   |                                    |            |                         |                        |                        |  |

**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 28<sup>th</sup> 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 shut down 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.

**CBOD<sub>s</sub>:** Enter the average CBOD<sub>s</sub> 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 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: FLA012790  
FACILITY NAME: Orangewood Lakes Mobile Home Community WWTF  
FACILITY LOCATION: 7850 Oldfield Road, New Port Richey, Florida 34653  
Pasco County  
NAME OF PERMITTEE: Orangewood Lakes Services, Inc.  
PERMIT WRITER: Raji Ravindran

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA012790-005-DW3P/NR  
Application Submittal Date: October 14, 2016

b. Type of Facility

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

c. Facility Capacity

|  |  |
|--|--|
| Existing Permitted Capacity:             | 0.075 mgd Three Month Average Daily Flow |
| Proposed Increase in Permitted Capacity: | 0.000 mgd Three Month Average Daily Flow |
| Proposed Total Permitted Capacity:       | 0.075 mgd Three Month Average Daily Flow |

d. Description of Wastewater Treatment

Operation of an existing 0.075 million gallons per day (MGD) Three-Month Average Daily Flow (3MADF), Type III, contact stabilization domestic wastewater treatment plant that may be operated as contact stabilization or extended aeration treatment method.

**When operating as a contact stabilization domestic wastewater treatment plant consists of:** one contact basin of 15,720 gallons, two re-aeration basins for a total volume of 49,370 gallons, three clarifiers for a total volume of 37,400 gallons and a total surface area of 513 square feet, two chlorine contact chambers for a total volume of 6,125 gallons, two digesters for a total volume of 9,550 gallons, one sand collection area of 7.0 square feet, and one pump well of 1,300 gallons. This plant is operated to provide secondary treatment with basic disinfection.

**When operating as an extended aeration domestic wastewater treatment plant consists of:** three aeration basins for a total volume of 65,000 gallons, three clarifiers for a total volume of 37,400 gallons and a total surface

area of 513 square feet, two chlorine contact chambers for a total volume of 6,100 gallons, two digesters for a total volume of 9,550 gallons, one sand collection area of 7.00 square feet, and one pump well of 1,300 gallons. This plant is operated to provide secondary treatment with basic disinfection.

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

Effluent disposal and land application sites are R-001 and R-002.

R-001 is an existing 0.060 MGD Annual Average Daily Flow (AADF) permitted capacity part IV rapid rate land application system (R-001). R-001 is a reuse system and consists of two-cell rapid infiltration basin (RIB) of 25,000 square feet total bottom area. R-001 is located approximately at latitude 28°15' 0" N, longitude 82°41' 09" W.

R-002 is an existing 0.030 MGD AADF permitted capacity part IV rapid rate land application system (R-002). R-002 consists of one-cell absorption field system of 12,500 square feet total bottom area. R-002 is located approximately at latitude 28°15' 0" N, longitude 82°41' 09" 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 R-001                               | MGD     | Max     | 0.060  | 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     | 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     | 60.0   | Single Sample     | 62-610.510 & 62-600.420(3)(b)4. FAC  |
| Coliform, Fecal                             | #/100mL | 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                    |

This facility is authorized to direct reclaimed water to Reuse System R-002, a rapid infiltration basin system, based on the following:

| Parameter                                   | Units   | Max/Min | Limit  | Statistical Basis | Rationale                            |
|---|---------|---------|--------|-------------------|--------------------------------------|
| Flow to R-002                               | MGD     | Max     | 0.030  | 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     | 60.0   | Single Sample     | 62-610.510 & 62-600.420(3)(a)4. FAC  |
| Solids, Total Suspended                     | mg/L    | Max     | 10.0   | Single Sample     | 62-610.510(2) FAC                    |
| Coliform, Fecal                             | #/100mL | 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                    |

Other Limitations and Monitoring Requirements:

| Parameter  | Units   | Max/Min | Limit  | Statistical Basis       | Rationale   |
|--|---------|---------|--------|-------------------------|---|
| Flow, total for the facility                       | MGD     | Max     | 0.075  | 3-Month Rolling Average | 62-600.700(2)(b) FAC  |
|  |         |         | Report | Monthly Average         | 62-600.700(2)(b) FAC  |
| Percent Capacity, (TMADF/Permitted Capacity) x 100 | percent | Max     | Report | Monthly Average         | 62-600.405(4) FAC   |
| BOD, Carbonaceous 5 day, 20C (Influent)            | mg/L    | Max     | Report | Single Sample           | 62-600.660(1) FAC   |
| Solids, Total Suspended (Influent)                 | mg/L    | Max     | Report | Single Sample           | 62-600.660(1) 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 |

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA012790-004-DW3P/NR expires on April 30, 2017. Based on the Rule 62-600.660(1), F.A.C. sampling requirements, sampling frequency for BOD, total suspended solids, coliform and nitrogen, nitrate was reduced from bi-weekly to monthly. These sampling frequency changes were captured in the permit and DMRs, wherever applicable.

5. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to Biosolids Treatment Facility (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/<br>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   |

6. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

7. PERMIT SCHEDULES

Renewal information is included in the wastewater permit schedule.

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

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

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

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

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record 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 12. Copies will be provided at a minimal charge per page.

12. DEP CONTACT

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

Raji Ravindran  
Engineering Specialist I  
Southwest District Office  
13051 N Telecom Pkwy  
Temple Terrace, Florida 33637  
Telephone No.: 813-470-5798

[Raji.Ravindran@dep.state.fl.us](mailto:Raji.Ravindran@dep.state.fl.us)

**APPENDIX "E"**

**[RESERVED]**

**APPENDIX "F"**

**CONTRACTS AND LEASES**

Not Applicable - Page left Intentionally Blank

**APPENDIX "G"**

**INVENTORY**

## 2.0 ASSET VALUATION

The asset valuation approach determines the current value of the infrastructure installed and includes the development of an infrastructure inventory and a condition assessment of the infrastructure.

### 2.1 EXISTING UTILITY INFRASTRUCTURE

The following information is based on data provided by Orangewood Lakes Services, Inc. and the City.

The existing water and sanitary sewer infrastructure includes the following:

#### Potable Water System

The potable water distribution system that serves the Orangewood Lakes MHP includes approximately 7000 lf of 2-inch diameter and 4700 lf of 4-inch diameter PVC pipe, valves and fittings. There are 251 water services, one to each mobile home; however the water services do not include individual water meters. The potable water supply includes one 8-inch diameter water supply well and 500 gpm well pump, a 5000 gal pneumatic tank, and a sodium hypochlorite chemical feed system for disinfection. This potable water supply is located within the MHP and serves all properties served by the Orangewood Lakes Services, Inc.

The potable water distribution system that serves the Orangewood Apartment Complex includes approximately 1800 lf of 4-inch diameter and 900 lf of 6-inch diameter PVC pipe, valves and fittings. However as noted previously, Orangewood Lakes Services, Inc. does not own the water distribution pipe in the Orangewood Apartment Complex. As such, the potable water distribution system that serves the Orangewood Apartment Complex is not included in the totals reflected below. The utility however does own the individual water meters for each of the 72 apartment units. These are reflected in the totals listed below.

The potable water distribution system that serves Lakewood Estates includes approximately 1100 lf of 2-inch diameter, 1100 lf of 4-inch diameter, and 3100 lf of 6-inch diameter PVC pipe, valves and fittings. There are also five (5) fire hydrant assemblies within the subdivision and 113 residential water meters.

The potable water distribution system that serves Cypress Knolls includes approximately 515 lf of 2-inch diameter, 500 lf of 4-inch diameter, and 2800 lf of 6-inch diameter PVC pipe, valves and fittings. There are also five (5) fire hydrant assemblies within the subdivision and 46 residential water meters.

In summary, the potable water distribution system owned and maintained by Orangewood Lakes Services, Inc. includes:

- 8615 lf of 2-inch diameter PVC pipe, fittings and valves
- 6300 lf of 4-inch diameter PVC pipe, fittings and valves
- 5900 lf of 6-inch diameter PVC pipe, fittings and valves
- 10 fire hydrants
- 482 water services
- 231 water meters
- 1 potable water supply and treatment system

#### Sanitary Sewer Collection System

The sanitary sewer collection system that serves the Orangewood Lakes MHP includes approximately 6000 lf of 4-inch and 6-inch diameter and 3200 lf of 8-inch diameter PVC pipe<sup>2</sup>, 29 manholes, 1 lift station, 2 pump stations, and approximately 640 lf of 3-inch PVC force main. There are 251 service laterals. There is an extended aeration wastewater treatment plant (WWTP) located within the MHP which serves all properties served by the Orangewood Lakes Services, Inc., except the Cypress Knolls subdivision. The WWTP is permitted for 75,000 gpd. The WWTP has two permitted disposal options, onsite rapid infiltration basins, or RIBs and a subsurface absorption field.

The sanitary sewer collection system that serves the Orangewood Apartment Complex includes approximately 55 lf of 6-inch diameter and 2650 lf of 8-inch diameter VCP, 10 manholes, 1 pump station, and approximately 1300 lf of 4-inch PVC force main. There are 72 service laterals. However as noted previously, Orangewood Lakes Services, Inc. does not own the sewer collection system in the Orangewood Apartment Complex. As such, the sanitary sewer collection system that serves the Orangewood Apartment Complex is not included in the totals reflected below.

The sanitary sewer collection system that serves Lakewood Estates includes approximately 4900 lf of 8-inch and 10-inch diameter PVC pipe, and 19 manholes. There are 113 service laterals.

In summary, the sanitary sewer collection system owned and maintained by Orangewood Lakes Services, Inc. includes:

- 6000 lf of 4-inch and 6-inch diameter VCP<sup>2</sup>
- 3200 lf of 8-inch diameter VCP<sup>2</sup>
- 4900 lf of 8-inch and 10-inch diameter PVC pipe
- 48 manholes
- 3 pump stations (one is located at the WWTP)
- 640 lf of 3-inch diameter PVC force main
- 364 sewer lateral
- 1 WWTP

**APPENDIX "H"**

**EQUIPMENT**

Not Applicable - Page Left Intentionally Blank

**APPENDIX "I"**

**ENVIRONMENTAL LAW COMPLIANCE**

Not Applicable - Page Left Intentionally Blank

**APPENDIX "J"**

**PENDING OR THREATENED LEGAL ACTIONS**

Not Applicable - Page Left Intentionally Blank

**APPENDIX "K"**

**REAL PROPERTY ENCROACHMENTS**

Not Applicable - Page Left Intentionally Blank

**APPENDIX "L"**

**[AGREEMENT FOR \_\_\_\_\_]**  
Not Applicable - Page Left Intentionally Blank

**APPENDIX "M"**

**WWTP LEASE AGREEMENT FORM**

This document will be approved by City Council separately and executed by both parties at the closing