



FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

July 23, 2021

Julie Williams, Chief Operating Officer
The Florida Brewery, Inc.
202 Gandy Road
Auburndale, FL 33823
juliewilliams@floridabrewery.com

Re: Executed Final Consent Order, OGC File No. 21-0553
The Florida Brewery, Inc.
Wastewater Permit No. FLA013273
Polk County

Dear Ms. Williams:

Enclosed is the Executed Consent Order, OGC File No. 21-0553, regarding the above-referenced facility. The effective date of the Consent Order is the filing date entered by the designated Department Clerk on the signature page. Please be aware of all conditions of this Order.

Should you have any questions, please contact Andres Santini Laabes at 813-470-5933, or via e-mail: Andres.SantiniLaabes@FloridaDEP.gov. Thank you for your cooperation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelley", with a long horizontal flourish extending to the right.

For Kelley M. Boatwright
Southwest District Director
Florida Department of Environmental Protection

ec: Lea Crandall, DEP-TAL, Lea.Crandall@FloridaDEP.gov
Stacey Oakley, The Florida Brewery, Inc., accounting@floridabrewery.com
Pamala Vazquez, DEP-SWD, Pamala.Vazquez@FloridaDEP.gov
Erica Peck, DEP-SWD, Erica.Peck@FloridaDEP.gov
Andres Santini Laabes, DEP-SWD, Andres.SantiniLaabes@FloridaDEP.gov

Enclosures: Executed Consent Order
Exhibit 1: March 31, 2021 Facility CAP
Exhibit 2: Interim TDS Groundwater Discharge Monitoring Report
Exhibit 3: In-Kind Projects



FLORIDA DEPARTMENT OF Environmental Protection

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13051 North Telecom Parkway #101
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Ron DeSantis
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Shawn Hamilton
Interim Secretary

June 22, 2021

Julie Williams, Chief Operating Officer
The Florida Brewery, Inc.
202 Gandy Road
Auburndale, FL 33823
juliewilliams@floridabrewery.com

RECEIVED
Florida Department of
Environmental Protection
JUL 20 2021
Southwest District
Temple Terrace

Re: Proposed Consent Order, OGC File No. 21-0553
The Florida Brewery, Inc.
Wastewater Permit No. FLA013273
Polk County

Dear Ms. Williams:

Enclosed is the proposed Consent Order, OGC File No. 21-0553, regarding the above-referenced facility. Please review, sign and return the Proposed Consent Order by **July 21, 2021**, if in agreement. If not in agreement, please contact the Department immediately. Upon return of the signed Proposed Consent Order, I shall execute it and a copy will be sent to you.


The executed Proposed Consent Order constitutes final agency action of the Department, which shall be enforceable pursuant to Sections 120.69 and 403.121, Florida Statutes. By countersigning the Proposed Consent Order, the Department waives its right to seek judicial imposition of damages, costs and expenses, or civil penalties for the alleged violations. By signing the Proposed Consent Order, you, as the Respondent, acknowledges and waives its right to a hearing and appeal of the terms of the Proposed Consent Order.

If the signed Proposed Consent Order is not received by the Department by **July 21, 2021**, the Department will assume that you are not interested in the settlement on the above terms, and the matter may be referred to the Office of General Counsel for formal enforcement action. None of your rights or substantial interests are determined by the Proposed Consent Order until it is signed and filed with the Department.

Proposed Consent Order, OGC File No. 21-0553
The Florida Brewery, Inc.

Should you have any questions, please contact Andres Santini Laabes at 813-470-5933, or via e-mail: Andres.SantiniLaabes@FloridaDEP.gov. Thank you for your cooperation.

Sincerely,



Kelley M. Boatwright
Southwest District Director
Florida Department of Environmental Protection

Enclosures: Proposed Consent Order
Exhibit 1: March 31, 2021 Facility CAP
Exhibit 2: Interim TDS Groundwater Discharge Monitoring Report
Exhibit 3: In-Kind Projects

cc: Stacey Oakley, The Florida Brewery, Inc., accounting@floridabrewery.com
Pamala Vazquez, DEP-SWD, Pamala.Vazquez@FloridaDEP.gov
Erica Peck, DEP-SWD, Erica.Peck@FloridaDEP.gov
Andres Santini Laabes, DEP-SWD, Andres.SantiniLaabes@FloridaDEP.gov

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)
OF ENVIRONMENTAL PROTECTION)
)
v.)
)
THE FLORIDA BREWERY, INC.)
_____)

IN THE OFFICE OF THE
SOUTHWEST DISTRICT

OGC FILE NO. 21-0553

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and The Florida Brewery, Inc. ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes ("F.S."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of The Florida Brewery, Inc., a facility that operates an industrial wastewater treatment and disposal system for wastewater generated from the brewing and bottling of malt beer products. The generated wastewater consists of primary non-contact cooling water, single-pass bottle wash water, and wastewater from the floor drains and the brewery operation ("Facility"). The Facility is operated under operates or operated Wastewater Permit No. FLA013273 ("Permit") which was issued on April 24, 2017 and will expire on April 23, 2022. The Facility is located at 202 Gandy Road, Auburndale, in Polk County, Florida ("Property"). Respondent owns the Property on which the Facility is located.
4. The Department finds that the following violation(s) occurred:

a) Respondent's Discharge Monitoring Reports ("DMRs") Groundwater Monitoring Report Part D, submitted as required by the non-NPDES permit, have identified parameter limit exceedances of Total Dissolved Solids, which is a violation of Industrial Wastewater Permit No. FLA013273, Rules 62-520.400 and 62-520.600(11)(c), F.A.C., which establishes the appropriate limits for the compliance groundwater monitoring wells. The parameter limit exceedances are identified in Table 1, below:

Table 1 – Permit Limit Exceedances

Compliance Monitoring Well MWC - 3LBF

Date	Description	Result (mg/L)	Limit (mg/L)
3/31/2019	Total Dissolved Solids (TDS)	900	500.0
6/30/2019	Total Dissolved Solids (TDS)	576	500.0
9/30/2019	Total Dissolved Solids (TDS)	686	500.0
12/31/2019	Total Dissolved Solids (TDS)	658	500.0
3/31/2020	Total Dissolved Solids (TDS)	768	500.0
6/30/2020	Total Dissolved Solids (TDS)	614	500.0
9/30/2020	Total Dissolved Solids (TDS)	514	500.0
12/31/2020	Total Dissolved Solids (TDS)	534	500.0

5. On March 3, 2021, Warning Letter #WL21-28IW53SWD was issued due to the exceedances reported in the Facility's DMRs for compliance monitoring well MWC - 3LBF.

6. A meeting between the Department and the Respondent was held on March 24, 2021 to discuss the above cited exceedances. During the meeting, the Respondent proposed a Corrective Action Plan ("CAP") in which the Respondent will install an EcoVolt Wastewater Treatment System at the Facility. The Respondent stated it will allow the Facility to discharge treated wastewater to the City of Auburndale's Sanitary Sewer System. The Respondent stated the treatment system will be completed in approximately 9 months. The Department requested the Respondent submit a detailed timeline for the CAP, attached hereto as Exhibit 1.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

7. Respondent shall comply with the following corrective actions within the stated time periods:

a) Respondent shall complete the installation of the EcoVolt Wastewater Treatment System within the timelines provided in Exhibit 1 and begin discharging the treated wastewater to the City of Auburndale's Sanitary Sewer System.

b) Respondent shall meet the interim groundwater limit for TDS as described in the Interim Discharge Monitoring Report attached hereto as Exhibit 2. Other than as explicitly modified by this Order, all other permit limits and requirements remain in full force and effect. The interim groundwater limit shall only be authorized until completion of the corrective actions required by this Order.

c) The completed interim Discharge Monitoring Report ("DMR") forms shall be electronically submitted to the Department of Environmental Protection using the DEP Business Portal at <http://www.fldepportal.com/go/> or to SWD_IW@floridadep.gov, once each reporting period. The DMRs must be received by the Department no later than the 28th day following the end of the reporting period (e.g., an August report would be due no later than September 28th).

8. The Respondent may request the Order to be terminated upon Respondent's completion of the corrective actions listed in paragraph 7 and compliance with Wastewater Permit No. FLA013273. Upon the Respondent's request for termination of the Order, the Department will review the compliance status of the Facility and the DMRs to determine if the Department concurs with the request to terminate the Order. Upon the Department's concurrence, the Order shall be terminated. Once the Order has been terminated, the Respondent shall apply for a Wastewater Permit Exemption.

9. Every quarter after the effective date of this Consent Order, and continuing until all corrective actions have been completed, Respondent shall submit in writing to the Department a report containing information concerning the status and progress of projects being completed under this Order, information as to compliance or noncompliance with the applicable requirements of this Order including construction requirements and effluent

limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Order during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

10. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by paragraph 7 by **March 31, 2022** and be in full compliance with the applicable Florida Statutes, Rules of the Florida Administrative Code, and its Permit regardless of any intervening events or alternative time frames imposed in this Order other than those excused delays agreed to by the Department, as described in paragraph 18.

11. Within 30 days of the effective date of this Order, Respondent shall pay the Department \$12,750.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$ 12,500.00 for civil penalties and \$250.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes 1 violation that warrants a penalty of \$10,000.00 or more.

12. In lieu of making cash payment of \$ 12,500.00 in civil penalties as set forth above in paragraph 11, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$18,750.00. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Consent Order. **Notwithstanding the election to implement an in-kind project, payment of the**

remaining \$250.00 in costs must be paid within 30 days of the effective date of the Consent Order.

If Respondent elects to implement an in-kind project as provided in paragraph 12, then Respondent shall comply with all the requirements and time frames in Exhibit 3 entitled In-Kind Projects.

13. Respondent agrees to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 7, 9 and 10 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in paragraphs 14 and 15, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 11 of this Order.

14. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.

15. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Industrial Wastewater Section, Compliance Assurance Program, Department of Environmental Protection, Southwest District, 13051 N. Telecom Parkway, Suite 101, Temple Terrace, FL 33637-0926 or via email at SWD_IW@floridadep.gov.

16. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

17. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

18. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify

the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

19. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

20. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

21. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

22. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

23. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

24. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of

the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

25. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

26. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

27. Respondent shall publish the following notice in a newspaper of daily circulation in Polk County, Florida. The notice shall be published one time only within 10 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 15 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with THE FLORIDA BREWERY, INC. pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the TDS groundwater exceedances at 202 Gandy Road, Auburndale, Florida. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, 13051 N. Telecom Parkway, Suite 101, Temple Terrace, FL 33637-0926.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Southwest District Office, 13051 N. Telecom Parkway, Suite 101, Temple Terrace, FL 33637. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing

mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

28. Rules referenced in this Order are available at
<http://www.dep.state.fl.us/legal/Rules/rulelist.htm>.

FOR THE RESPONDENT:



Julie Williams
Chief Operating Officer, The Florida Brewery, Inc.

7-19-21
Date

DONE AND ORDERED this 23 day of July, 2021, in Hillsborough, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Pamala Vazquez

Kelley M. Boatwright
District Director
Southwest District

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

Marion Ring

Clerk

July 23, 2021

Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

Exhibit 1



**Purchase Contract for EcoVolt Wastewater Treatment System
The Florida Brewing Company
Auburndale, FL**

December 5, 2019

Pricing valid for 26 days

William Dean, Director of North American Sales
Cambrian Innovation, Inc.
617-307-1755 | wdean@cambrianinnovation.com

EXHIBIT A

SCOPE OF SUPPLY AND SYSTEM ASSUMPTIONS

1. CAMBRIAN SCOPE OF SUPPLY

Table 1-A: Equipment Scope of Supply

Equipment Item	Quantity	Description
Pretreatment/Controls		
Air Compressor	1	Air compressor with dryer, oil filter, condensate filter, and condensate drain
C3 Hub	1	Controls unit with high- and low-voltage control panels, HMI, and PLC
Primary Stream Screening System	1	Internally Fed Rotary Screen with 2 mm openings
Screen/EQ Lift Station	1	Below-grade sump with dual submersible pumps
EQ Tank Level Sensors	Lot	Sensors to be integrated (by others) with existing EQ
EcoVolt MBR System		
EcoVolt MBR Filtration Tank	1	MT1 filtration tank(s), containing 4 ultrafiltration membrane modules and aerobic biomass
EcoVolt MBR Aeration Tank	1	31,000-gallon bioreactor(s) with aerobic biomass and fine bubble diffusers
EcoVolt MBR Transfer Pumps	1	Duplex centrifugal pumps
EcoVolt MBR Blower Redundancy Package	1	Backup swing blower to provide necessary air supply to either the Aeration Tank or Membrane Tank
Inline pH Adjustment	1	Inline pH adjustment system with dosing pumps, static mixer, and associated equipment
EcoVolt MBR Permeate Tank	1	15,000-gallon holding tank
WAS Storage Tank	1	5,000-gallon storage tank with agitation and odor control
Dewatering Press	1	Rotary fan press or similar system with associated dewatered solids holding bin; sized to process 7.5 gpm of WAS + Diatomaceous Earth at 1.5% - 2.0% solids
Reuse System		
Reverse Osmosis Skid	1	Reverse Osmosis skid with membrane elements, feed pumps, and instrumentation rated capacity of 20 gpm



150 Coolidge Ave.
Watertown, MA 02472
Ph: 617.307.1755 | F: 617.391.3024
www.cambrianinnovation.com

UV Disinfection	1	Ultraviolet disinfection lamp rated capacity of 20 gpm
RO Permeate Tank	1	10,500-gallon holding tank
RO Brine Tank	1	4,500-gallon holding tank

Table 2-A: Services Scope of Supply

Item	Description
Cambrian Engineering	Process Flow Diagrams, Process and Instrumentation Diagrams, General Arrangement Drawings, Equipment List, Controls Narrative, Cutsheets for Cambrian Equipment Only
Construction Support	Pre-Construction Onsite Check-In Meeting, 50-Hours of Consultation with Customer Contractors During Site Construction and Installation of Cambrian Equipment. Travel Costs for On-Site Construction Support will be Passed Through to the Customer
Commissioning Support (Cambrian Equipment Only)	Mobilization, Mechanical Checkout, I/O Testing, Wet Testing, Hydrostatic Testing Tanks, Pressure Testing Above Ground Piping, Seed Sludge and Inoculation, HMI System Checkout, System Ramp Up, Demobilization
Project Management (Cambrian Equipment Only)	On-Site Kickoff Meeting, Vendor Coordination, Shipping Coordination, Factory Acceptance Testing, Scheduling Management

2. CUSTOMER'S SCOPE OF SUPPLY

Table 3-A: Customer Scope of Supply

Item	Description	
Equipment		
Existing WW Holding Tanks	3 x 25,000-gallon holding tanks currently used at the Facility to store wastewater streams for hauling	
Services		
Balance of Plant	Detailed Site Engineering, Permitting, Geotechnical Survey, Equipment Installation, Site Interconnections for All Equipment (including Cambrian-supplied equipment)	
Construction and Mechanical Installation	Concrete Work, Site Electrical Work, Plumbing, Weatherization, Excavation	
Site Utilities and Consumables		
Type	Specification	Interconnection Point with EcoVolt System
Electrical	480/3-Phase/60Hz	C3 Hub/Existing MCC
Plant Water	31 gpm at 45 - 50 psig (intermittent usage)	Site Utility Tie-In
Influent Wastewater	Per Section 2.	Influent Conveyed to Cambrian-Supplied Pre-Screen
Effluent Wastewater	Per Section 3.	Discharge point of Cambrian-Supplied RO Skid

3. SYSTEM DESIGN CRITERIA AND ASSUMPTIONS

Table 4-A: Influent Flow and Loading Design Basis for Proposed EcoVolt Solution

Parameter	Unit	Influent to System	System Capacity ⁽¹⁾
Average Monthly Flow Rate	GPD	46,000	61,300
Maximum Daily Flow Rate	GPD	80,000	80,000
Average Monthly BOD Concentration	mg/L	828	828
Peak Daily BOD Concentration	mg/L	1,624	1,624
Average Monthly BOD Load Rate	lb/day	317	424
Maximum Daily BOD Load Rate	lb/day	1,082	1,082
Average Monthly TSS Concentration	mg/L	640	640
Maximum Daily TSS Concentration	mg/L	1,110	1,110
Average Monthly TKN Concentration	mg/L	55	55
Average Monthly TDS Concentration	mg/L	2,636	2,636
Influent Wastewater Temperature Range	Deg-F	50 - 86	50 - 86
Influent Wastewater pH Range	pH Units	4.0 - 10.0	4.0 - 10.0

Notes:

- (1) Cambrian assumes that TFB will continue to source segregate the Facility's spent grain and yeast streams from the wastewater stream treated by the EcoVolt solution

Table 5-A: Site Requirements & Other Design Parameters for Proposed EcoVolt Solution

Parameter	Unit	Influent to System
Daily Ambient Temperature	Deg-F	35 - 105
Maximum FOG Concentration	mg/L	50

Table 5-A: Effluent Requirements for Proposed EcoVolt Solution

Parameter	Unit	EcoVolt Solution
Average BOD Removal	lb/day	317
Maximum Daily BOD Removal	lb/day	1,082
EVMBR Effluent BOD Concentration	mg/L	< 10
EVMBR Effluent TSS Concentration	mg/L	< 10
EVMBR Effluent TOC Concentration	mg/L	< 10
Non-Contact Reuse Water ⁽¹⁾	gal/day	27,600

Notes:

- (1) Suitable for non-contact applications and is not intended to meet potable quality standards



150 Coolidge Ave.
Watertown, MA 02472
Ph: 617.307.1755 | F: 617.391.3024
www.cambrianinnovation.com

Key Design Assumptions:

- The Customer's existing equalization will be sufficient for the Facility's current and future flow and load variations.
- The Customer will continue to source segregate the Facility's spent grain and yeast streams from the wastewater stream treated by the EcoVolt solution
- The reuse water produced by the EcoVolt solution will be suitable for non-contact applications and is not intended to meet potable quality standards



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EXHIBIT B
FULL ENGINEERING PACKAGE

[TO BE ADDED WHEN COMPLETE]

EXHIBIT C
SCHEDULE





Month	1	2	3	4	5	6	7	8	9
Final Agreement									
Engineering Package									
Equipment Procurement									
System Available for Shipment									
System Installation									
System Commissioning									
System Ramp-up									
Ongoing Operations									
Complete Business Review									

EXHIBIT D
CONTRACT PRICE

1. PRICE

Table 1-D: Capital Pricing

Item	Capital Price
EcoVolt Solution	\$1,513,250
Engineering and Commissioning Services	\$181,350
Total EcoVolt System Price	\$1,694,600

Table 2-D: Milestone Payment Schedule

Milestone	Payment
Contract Signature	40%
Final Engineering Package Approval	30%
Delivery of Equipment	20%
System Commissioned ⁽¹⁾	10%

⁽¹⁾ System Commissioning is defined as the initialization operation of the products at the Customer's Site according to the parameters established in the Final Engineering Package. System Commissioning will be deemed complete when the products are operating at ten percent (10%) of the parameters outlined in Final Engineering Package or one-hundred and twenty (120) days after the products are made available for shipment to Customer's Site.

2. EXCLUSIONS/ADDITIONS

The Price set forth in this Exhibit D is exclusive of any and all permit fees, taxes, export fees or duties, shipping and transportation costs, unloading charges, change orders and does not include the cost for any Products or Services which are not expressly described in Exhibits A-C.



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Watertown, MA 02472
Ph: 617.307.1755 | F: 617.391.3024
www.cambrianinnovation.com

EXHIBIT E
ADDRESSES FOR NOTICE AND SITE

1. NOTICE. Notice shall be provided:

For Cambrian:

Cambrian Innovation, Inc.
150 Coolidge Ave
Watertown, MA 02472
Attn: Matthew Silver, CEO
Telephone: 617-307-1755
Fax: 617-391-3024

With a copy to:

For Customer:

The Florida Brewery
202 Gandy Rd
Auburndale, FL 33823
Attn: Stacey Oakley, CFO
Telephone: 509-332-9229

With a copy to:

2. SITE LOCATION:

The Products shall be delivered to and installed at the following site address (the "Site"):

202 Gandy Rd
Auburndale, FL 33823

EXHIBIT F

ECOVOLT SYSTEM CONTRACT TERMS AND CONDITIONS

ARTICLE I: THE CONTRACT

Section 1.01 The terms and conditions set forth in this Exhibit F (the "Terms and Conditions"), along with the provisions set forth in Exhibit A ("SCOPE OF SUPPLY AND SYSTEM ASSUMPTIONS"), Exhibit B ("FULL ENGINEERING PACKAGE"), Exhibit C ("SCHEDULE"), Exhibit D ("CONTRACT PRICE") and Exhibit E ("ADDRESSES FOR NOTICE AND SITE"), as may be amended, and including any written change orders, modifications, assignments or amendments, shall govern the sale of the Products and Services by Cambrian Innovation Inc. ("Cambrian") to The Florida Brewery ("Customer"). All of such documents shall be collectively referenced as the "Contract." The Customer may issue a Purchase Order ("PO") for order of the Products and Services, but it would be for administrative purposes only; Customer acknowledges that any terms and conditions stated in a Customer PO shall not become part of the Contract.

ARTICLE II: SCOPE OF SUPPLY

Section 2.01 Scope. The scope of Cambrian's work appears in Exhibit A ("SCOPE OF SUPPLY AND SYSTEM ASSUMPTIONS"). Cambrian will prepare and submit the Full Engineering Package to Customer for approval in accordance with the schedule set forth in Exhibit C ("SCHEDULE"). The Final Engineering Package shall include the following: Project Narrative, Process Flow Diagram (PFD), Piping and Instrumentation Diagrams (P&IDs), General Arrangement of Cambrian Supplied Equipment, Major Equipment List, Equipment Specifications and Schedule of Activities. As of the date that Cambrian delivers the Final Engineering Package (the "Final Design Date"), the Customer shall have thirty (30) days from the Final Design Date to review the Final Engineering Package and to deliver to Cambrian any comments on any elements of the Final Engineering Package. If the Customer does comment, on any elements on the Final Engineering Package then the Parties shall undertake good faith discussions with respect thereto within a further period of fifteen (15) days. After the Parties have mutually agreed to any changes to the Final Engineering Package shall be deemed appended to this Contract as Exhibit B ("FULL ENGINEERING PACKAGE"), and shall be deemed to amend Exhibit D ("CONTRACT PRICE") to the extent the Final Engineering Package includes any changes to the estimated prices specified in Exhibit D ("CONTRACT PRICE"), which prices shall not exceed the maximum prices specified in Exhibit D ("CONTRACT PRICE") without the Customer's written consent. In the event that, despite undertaking such good faith discussions, the Parties have not mutually agreed on the Final Engineering Package by the end of such fifteen (15) day period (as such period may be extended by Cambrian in its discretion), Cambrian may elect to terminate this Contract, upon notice to Customer, without penalty or damages payable by Cambrian or Customer.

Section 2.02 Government Authorization. Customer shall be responsible, at its own risk and expense, for the cost of and for compliance with all laws applicable to the sale of the Products to Customer at the Site, including but not limited to, identifying and obtaining all required permits, approvals, renewals or any other official governmental authorization required for transportation of the Products to the Site and for construction and operation of the Products at the Site and the project. At Customer's request, Cambrian may agree to apply for any required authorization, at Cambrian's sole option. Cambrian will provide assistance in the permit application process however this involvement will not relieve Customer of its responsibilities under this Section. If Cambrian has applied for such authorization in good faith, Cambrian shall not be responsible for delay, denial, revocation, restriction or non-renewal and Customer shall not be relieved of its obligations to pay Cambrian in accordance with this Contract.

Section 2.03 No Export. All sales under this Contract shall at all times be subject to the export control and foreign assets control laws and regulations of the United States Government, as amended. Customer agrees that it shall make



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no other disposition, except as expressly permitted under United States law, of any products purchased from Cambrian other than to the country of destination specified on Customer's order or as declared on Cambrian's invoices. Products manufactured in the United States shall not be shipped or resold outside of the United States by Customer without Cambrian's prior written consent.

ARTICLE III: SCHEDULE AND DELIVERY

Section 3.01 Project Schedule. The estimated project schedule is set forth in Exhibit B ("SCHEDULE"). Product manufacture, completion or delivery dates set forth in the Schedule are good faith estimates and do not mean that "time is of the essence". Customer's failure to make payment, as set forth in this Contract, Customer's failure to supply technical information, drawings or approvals required for manufacture or delivery of any Product or any failure of Customer to adhere to requirements or conditions precedent set forth in this Contract may result in a commensurate delay in manufacture or Products, a commensurate delay in delivery the Products, early expiration of Product warranties or may result in other costs or damages for which Cambrian shall not be responsible.

Section 3.02 Conditions Precedent to Cambrian's Performance under the Contract. Cambrian's obligation (i) to place an order for manufacture or procurement of the Products, and (ii) to authorize delivery of the Products to the Site, respectively, shall be, unless expressly waived by Cambrian in writing, conditioned upon Customer's satisfaction of all conditions set forth in Section 3.03 and Section 3.04.

Section 3.03 Placing the Order. Cambrian shall place an order for manufacture of any Product after Customer's execution of the Contract and satisfaction of all of the following conditions, unless expressly waived by Cambrian:

- (i) Customer has executed a binding Non-Disclosure Agreement; and
- (ii) Customer has provided Cambrian with accurate and current information adequate to financially qualify Customer to purchase the Products, in Cambrian's sole discretion; and
- (iii) Customer has provided all information requested by Cambrian in order to complete the Full Engineering Package and any additional information requested by Cambrian in writing to be provided prior to order of Products;
- (iv) Customer has made all payments required by Exhibit D ("CONTRACT PRICE"), in good funds, required for order of the Products. *Customer hereby acknowledges that such funds are non-refundable to Customer upon Cambrian's placement of an order for any Product.*

Section 3.04 Authorizing Delivery. Cambrian shall notify Customer when the Products are ready for delivery to the Site, the latest date by which such Products must be removed from the manufacture site and the anticipated date that delivery can be made to the Site. Cambrian will assist with the coordination of shipment of the Products to the Site via common carrier. INCOTERMS 2010 EXW will apply and Customer will be responsible for all costs including handling, loading, shipment, unloading and insurance. Cambrian shall have sole authority to authorize the release of the Products to Customer's possession and/or to release the Products for transport to the Site. Cambrian shall not authorize release of the Products to Customer, or Customer's transporter to Customer, until Customer has satisfied all of the following:

- (i) Customer has made all payments required by Exhibit D ("CONTRACT PRICE"), in good funds, required for release of Products from the manufacturing site (including any funds required to cover the costs of a Change Order) and has arranged for transportation.
- (ii) Customer has provided evidence that the Site is lawfully available to receive the Products for installation, that Customer has obtained all local, state or federal permits, approvals, orders, declarations, board actions, governing body actions, proclamations, plans, zoning requirements, and the like, which are required to be obtained before Product installation on the Site can lawfully begin in accordance with

applicable law, including, but not limited to, ordinances, regulations, permits, statutes or any order of any regulatory or governmental body or court with jurisdiction.

- (iii) Customer has lawfully provided Site access adequate for delivery, storage, installation and commissioning of the Products at the Site.
- (iv) Customer has provided proof of insurance as required by this Contract.

Section 3.05 Failure of Conditions Required for Delivery. Once Customer has been notified that the Products are ready for delivery to the Project Site, if (i) Customer has not satisfied all conditions set forth in Section 3.03 (and no conditions are expressly waived by Cambrian) and/or (ii) Customer cannot accept, for any reason other than as described below in Section 3.06, the Product at the Site by the anticipated date of delivery, Cambrian will store and handle Products at the Customer's risk and will invoice Customer for the unpaid portion of the Contract Price and any and all costs incurred by Cambrian relating to the Products, including, but not limited to, the full cost of the Products, contract damages, costs of storage and handling, production, resale, insurance, transportation and/or dismantling of the Products. Customer shall also be fully responsible for any costs or damages relating to a delay in the Project schedule and any cost or damage suffered by Cambrian whatsoever arising out of Customer's inability to receive delivery of any Product.

Section 3.06 Delays. Delays due to circumstances described below in Article XIV shall not entitle Customer to cancel the order or to refuse to accept delivery. Notwithstanding the prohibition in the previous sentence and in the event the Product is not delivered in accordance with the enclosed schedule and the site is prepared to receive the Product, and the delayed installation date conflicts with Client's operational schedule, then Cambrian shall bear all costs associated with storing and maintaining the Product until such time that the Product can be installed. In the event the Product is available for shipment in accordance with the enclosed schedule but unable to be delivered to the Site due to no fault of Cambrian, then the Customer shall bear all costs associated with storing and maintaining the Product until such time that the Product can be delivered. Delivery will take place at the location designated on Exhibit E.

Section 3.07 Termination by Cambrian. Prior to delivery of the Products at the Site, Cambrian may terminate this Contract without penalty in the event that Cambrian determines, in its reasonable discretion, that proceeding with the development of the Products would be inadvisable due to the discovery of circumstances not previously known to Cambrian and materially adversely affecting the technical or economic feasibility of providing the Products and the Services.

ARTICLE IV: CONTRACT PRICE

Section 4.01 The Contract Price is stated in Exhibit D ("CONTRACT PRICE"). Price and sale of the Products is F.O.B. the location of manufacture of the Products, and unless expressly stated to the contrary, does not include, and Customer shall be responsible for, the cost of excise, privilege, occupational, sales, use, personal property and other taxes; transportation charges; duty charges, costs and fees associated with import or export; any other costs or charges incurred by Cambrian in the sale or manufacture of the Products and in the provision of the Services which are not expressly included in the Contract Price. Customer shall be responsible to arrange and pay for transportation to the Project Site. In addition, Customer shall pay any additional costs incurred by Cambrian due to any failure or delay in Customer's performance under this Contract including but not limited to, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and, in the event the same are paid by Cambrian as directed by law, Customer will promptly reimburse Cambrian for the cost thereof upon notification by Cambrian.

ARTICLE V: TERMS OF PAYMENT

Section 5.01 Payment of Invoices. Customer will pay all invoiced amounts upon receipt of the invoice in United States Dollars at the place designated by Cambrian upon presentation of invoices. Payment shall be made by way of bank to bank wire transfer. Other payment methods will be accepted at Cambrian's discretion.

Section 5.02 Late Payment. Any payments invoiced by Cambrian and not paid by the date due, will be assessed monthly late charges of the lesser of 3% or the highest lawful rate of the total unpaid amount. In the event of nonpayment by Customer, the cost incurred by Cambrian in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Cambrian. The remedies provided by this paragraph are not exclusive and Cambrian may elect other remedies at law or in equity.

Section 5.03 Suspension of Performance or Termination. If Customer fails to make payments in accordance with the terms of this Contract, and such failure is not due to a good faith dispute regarding the amount due (provided that any amount not disputed in good faith is timely paid), Cambrian may elect to suspend further performance under or terminate this Contract. In the event of a termination or suspension of performance by Cambrian in such circumstances, Customer waives all claims against Cambrian for damages arising from such termination or suspension.

ARTICLE VI: CUSTOMER'S FINANCIAL CONDITION

Section 6.01 Cambrian has executed this Contract in reliance upon information provided by Customer regarding Customer's financial condition and ability to make timely payments in accordance with this Contract. Customer represents and warrants to Cambrian that any such information provided to Cambrian regarding Customer's financial condition is true and accurate. If, at any time prior to Customer's satisfaction of its payment obligations under this Contract, Cambrian reasonably determines that Customer has either a) experienced a material adverse change in its financial condition or b) a material adverse change in its financial condition is imminent, or if Customer has made a late payment, Cambrian shall have the right to require that Customer promptly make reasonable credit arrangements to ensure timely payment of amounts payable under this Contract. Such credit arrangements may include, without limitation, Customer's agreement to make a cash deposit, post an irrevocable letter of credit at a financially sound bank or other financial institution, or make a prepayment for the Products or Services to be supplied under this Contract.

ARTICLE VII: CHANGE ORDERS

Section 7.01 In the event that Customer desires additions to or changes to the Products and Services under Contract or if changes are required as a result of governmental, regulatory or unknown site requirements, Cambrian will prepare a Change Order outlining such change. Following the execution and delivery of the Change Order by both Parties, Cambrian shall proceed with the implementation of the Change Order and the contract value of such items will be added to the Contract Price. If the Contract Price is adjusted by an approved Change Order, the next subsequent payment shall include the additional cost of the Change Order, unless otherwise expressly agreed.

ARTICLE VIII: TITLE AND RISK OF LOSS

Section 8.01 Title and Risk of Loss. Notwithstanding any provision contained herein to the contrary, title to all Products shall remain with Cambrian until such time as Customer has paid the entire Contract Price to Cambrian, at which time title to all Products shall pass to Customer. Notwithstanding the foregoing, Customer shall have the obligation to insure the Products and all risk of loss with respect to each Product shall pass from Cambrian to Customer at such time as the Products depart from the manufacturing site via shipment to the Customer, or, at the time of

storage, in the event that the Products must be stored at the place of manufacture as set forth in Article III. The risk of loss as specified in this Section shall not be altered by the fact that the conduct of either party may constitute a default or breach hereunder.

Section 8.02 Security Interest. Customer grants Cambrian a purchase money security interest and Customer hereby grants a lien to Cambrian upon and security interest in the Products furnished hereunder until the Contract Price has been fully paid. Customer acknowledged that Cambrian may file a Form UCC-1 financing statement and may take all other actions it deems reasonably necessary to perfect and maintain such security interest in Cambrian and to protect Cambrian's interest in the Products if possession or control of any Product shall be in Customer prior to payment in full. In the event of a default in payment, Cambrian shall have all rights available to a secured party under the applicable laws, including, without limitation, all right to repossession. Customer shall be responsible for the costs of filing any financing, continuation or termination statement with respect to the purchase money security interest created hereby, and Cambrian is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cambrian may deem necessary to perfect and continue the perfection of its purchase money security interest in the Products.

ARTICLE IX: INSPECTIONS

Section 9.01 Customer has the right to make inspections before shipment of the Products to ensure compliance with the specifications, and to inspect the quality and condition of the goods. Unless Customer arranges such inspection, the pre-delivery inspection by Cambrian shall be conclusive in all respects regarding the Products' compliance with the Final Engineering Package, specifications and acceptability of the Products' quality and condition. If Customer determines to conduct an inspection, Customer shall notify Cambrian in advance, but Customer shall be responsible for arranging a factory visit at its own cost.

ARTICLE X: CONFIDENTIAL INFORMATION

Section 10.01 As used in this Contract, "Confidential Information" means information relating to Cambrian's intellectual property, technology or software and any other information of a competitively sensitive or proprietary nature disclosed orally, in writing, or by any other medium, by Cambrian to Customer, marked confidential or proprietary, including, without limitation, information relating to projects, designs, products, financial statements, forecasts, know-how, and trade secrets. For any and all Confidential Information disclosed to or otherwise obtained by Customer, Customer shall (a) only use such information to perform Customer's obligations under this Contract and for the use, operation and maintenance of the Products; (b) maintain the information in strict confidence; (c) not disclose the information to or allow the use of the information by any party other than those of Customer's employees whose regular duties justify a need to know for the purposes of use, operation and maintenance of the Products; (d) notify each of its employees with access to such information of Customer's obligations under this Section. Subject to the provisions of Article XI of this Exhibit F, Cambrian shall at all times have all rights, title, and interest in and to the Confidential Information, all of which is provided without warranty. Upon Cambrian's request, Customer will promptly return to Cambrian all copies of the Confidential Information, will destroy all notes, abstracts, documents, computer files and other media that, and to the extent they contain Confidential Information, and will provide to Cambrian a written certification of an officer of Customer that Customer has done so. The foregoing shall not apply to any information if it is or becomes available to the public through no wrongful act of Customer. The obligations of this Section shall survive any expiration or termination of this Contract. The parties further agree that the terms and existence of this Contract, including without limitation any terms relating to price, shall be kept confidential.

ARTICLE XI: INTELLECTUAL PROPERTY

Section 11.01 Except as expressly set forth in this Section 11.01, Cambrian shall at all times retain all right, title, and interest in and to any technology and intellectual property relating to any Products provided to or Services performed for Customer under this Contract and any information or intellectual property acquired by or on behalf of Cambrian hereunder. Customer hereby assigns all right, title and interest in and to any intellectual property created by Cambrian in connection with this Contract. Customer shall not reverse engineer, or allow any third party to reverse engineer, any products, technology or intellectual property provided under this Contract. Cambrian will not improperly provide to Customer or improperly use in connection with the performance hereunder any confidential or proprietary information or material relating to the business, products, services or projects of any third party which Cambrian may have received or had access to as a result of Cambrian's work with such third party. For such time that Customer is operating the Products, Customer shall have a non-exclusive license to use the Products only at the Site and only for the project for which they were originally installed, and such use shall not be deemed a violation of this Section.

ARTICLE XII: LIMITED WARRANTY

Section 12.01 Warranty. Provided that all Products are used, operated and maintained according to Cambrian's protocols, manuals and other documentation, all Products sold are subject to the limited warranty set forth in this Section. All parts and components obtained from third parties shall carry the original manufacturer's warranty to the extent permitted thereby. For all parts, components and systems fabricated or assembled by Cambrian ("Cambrian Equipment"), Cambrian warrants that for one year from the date of System Commissioning, the Cambrian Equipment will be (i) free from defects in design, material and workmanship; (ii) manufactured, in all material respects, to Cambrian's product specifications as described in Exhibits A and B. Customer acknowledges that the Products may vary in details of design and construction from descriptions in any literature or from any sample, display or other model inspected by Customer. Other than as set forth in this Section 12.01, Cambrian shall not be liable in any manner for damage to persons or property, or for third party claims, resulting from Customer's operation or use of the Products after the date that Cambrian has successfully completed system commissioning. CAMBRIAN DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION REGARDING ECONOMICS BENEFITS, INCLUDING ANY SUBSIDIES, INCENTIVES, TAX BENEFITS OFFERED BY THIRD PARTIES, IS FOR INFORMATIONAL PURPOSES ONLY AND CAMBRIAN MAKES NO REPRESENTATIONS REGARDING THE BENEFITS ACTUALLY RECEIVED BY CUSTOMER.

12.02 Warranty Claims. Every claim under this limited warranty shall be deemed waived unless made in writing and received by Cambrian within thirty (30) days after the defect to which each claim relates is discovered or should have been discovered. Cambrian shall, at its option, repair or replace defective Products. If, despite Cambrian's reasonable efforts, a non-conforming Product cannot be repaired or replaced, Cambrian shall refund or credit monies paid by Customer for such non-conforming Products. Warranty repair or replacement by Cambrian shall not extend or renew the applicable warranty period. Customer shall obtain Cambrian's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

ARTICLE XIII: LIMITATION OF REMEDY

Section 13.01 CAMBRIAN'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, SHALL BE THE PRICE ACTUALLY PAID TO CAMBRIAN BY CUSTOMER UNDER THIS CONTRACT. CAMBRIAN SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND AND UNDER ANY THEORY OF RECOVERY.



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ARTICLE XIV: FORCE MAJEURE

Section 14.01 Without limiting the provisions of Section 13.01 or any other Section of this Contract, Cambrian shall not be liable, nor deemed in default hereunder, for any failure or delay in delivering the Products or in the performance of its other obligations to Customer hereunder, caused by or arising out of: (a) compliance in good faith with any applicable foreign or domestic governmental regulation or order of whatever nature and whether foreign, federal, state or local; (b) all acts of God (such as, but not limited to, floods, fires, hurricanes, or tornadoes); (c) strikes and other labor trouble; (d) delays or nonperformance by suppliers (or other third parties) of raw materials, power or other needed supplies or services; (e) delays or nonperformance by transporting carriers; and/or (f) any other cause, contingency, or circumstance not subject to the reasonable control of Cambrian affecting the performance of Cambrian's obligations hereunder. Cambrian shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance affecting its performance obligations.

ARTICLE XV: SITE ACCESS AND CONDITIONS; HAZARDOUS MATERIALS

Section 15.01 Access. At least ten (10) business days before the earlier of the date when any Cambrian personnel access the site or the date the equipment is delivered to the site, Cambrian shall provide insurance coverages in the amounts and on terms not less than as follows: General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate; Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence; Professional liability insurance for damages incurred by reason of any negligent act, error, or omission committed or alleged to have been committed by Cambrian in the amount of \$1,000,000 per claim and in the aggregate; Workers Compensation; As prescribed by California law; and Certificates: Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the Client and the insurances shall remain in effect until Cambrian has completed its obligations under the contract. Customer shall provide Cambrian with such access to the Site reasonably required for Cambrian to perform its obligations under this Contract, including its obligations under the limited warranty. Cambrian will make all reasonable efforts to minimize any disruptions or interruptions to the operations of Customer, but it is understood by the parties that some disruptions will be necessary for Cambrian to perform under this Contract. Cambrian will provide Customer with notice which is reasonable under the circumstances regarding any such access and/or interruptions and make good faith efforts to schedule any such interruptions so as to reduce any inconvenience to Customer. Cambrian will not be liable for any costs, lost profits or other damages incurred by Customer as a result.

Section 15.02 Safe Work Site. While Cambrian is providing Services at the Site, Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, Cambrian has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site.

Section 15.03 Hazardous Materials. Prior to Cambrian's starting any work at the Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that Cambrian may encounter while performing under this Contract. Customer shall disclose to Cambrian industrial hygiene and environmental monitoring data regarding conditions that may affect Cambrian's work or personnel at the Site. Customer shall keep Cambrian informed of changes in any such conditions. If Cambrian encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, Cambrian is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Cambrian's work under



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the Contract may safely proceed, and Cambrian shall be entitled to an equitable adjustment of the Contract Price and schedule to compensate for any increase in Cambrian's cost of, or time required for, performance of any part of the Services. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Cambrian's work at the Site. "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local, state or federal law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

Section 15.04 Indemnification. Customer shall indemnify Cambrian for any and all claims, damages, losses, and expenses arising out of or relating to Customer's failure to maintain the Site in a reasonably safe condition and for any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of Cambrian's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on or from Site by parties other than Cambrian.

Both parties hereto shall at all times act reasonably to protect the System from damage. To the extent each party operates, maintains, repairs, modifies, or otherwise uses the System, it shall indemnify, defend and hold the other party and its Assignees and subcontractors harmless from and against any claims, damages, liabilities, actions, suits, losses or expenses, including, without limitation, reasonable attorney's fees and costs (collectively, "Claims") arising out of or connected with such use of the system by it, except to the extent such Claims arise from its own negligence or willful misconduct, or of its employees, contractors or agents. This duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Agreement with respect to any claims based upon facts or conditions, which occurred prior to such expiration or termination.

ARTICLE XVI: OTHER PROVISIONS

Section 16.01 Severability. If any of the provisions of this Contract are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms shall be unaffected.

Section 16.02 Entire Agreement. This Contract, including the ancillary documents incorporated by reference herein, comprises the entire contract between the parties with respect to the Scope of Supply identified in Exhibits A and B. This Contract cancels and supersedes all previous agreements, contracts, confirmations, and terms of sale, oral or written.

Section 16.03 Modification. No waiver or modification of the terms of this Contract shall be binding upon a party unless made in writing and signed by a duly authorized representative of the party.

Section 16.04 Survival. In the event of a termination of this Contract, any obligations incurred by the parties prior to termination shall survive such termination, including but not limited to any obligations to make payments for work performed, and the provisions set forth in 0 through XV.

Section 16.05 Assignment. This Contract may not be assigned by either party without the written consent of the other party, except that Cambrian may (a) assign this Contract to an affiliate or in connection with the sale or transfer of all or substantially all of Cambrian's business without prior consent and (b) collaterally assign this Contract to a party providing financing to Cambrian.



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Section 16.06 No Right to Set-Off. Neither Customer nor any of its affiliates shall have any right to set off claims against Cambrian or any of its affiliates for amounts owed under this Contract or otherwise.

Section 16.07 Dispute Resolution. The parties shall negotiate in good faith and attempt to resolve any dispute arising out of or relating to this Contract (a "Dispute") within thirty (30) days after the date that a party gives written notice of such Dispute to the other party. In the event that the parties are unable to reach agreement within such 30-day period, the parties shall refer the matter to binding arbitration, to be held at a location which is mutually agreeable to the parties. Unless the parties otherwise agree, a single neutral arbitrator shall be chosen by the American Arbitration Association ("AAA"), and the proceeding shall be conducted in Boston, Massachusetts in accordance with the AAA's Construction Industry Arbitration Rules.

Section 16.08 Governing Law; Jurisdiction. This Contract shall, unless otherwise specified, in all respects be construed and be given legal effect in conformity with the laws of the Commonwealth of Massachusetts without regard to its choice of law provisions. The parties consent to the jurisdiction of the state and federal courts in the Commonwealth of Massachusetts.

Section 16.09 Notice. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or sent by facsimile transmission, upon confirmation of receipt, or if sent by registered or certified mail, upon the sooner of the date on which receipt is acknowledged or the expiration of three days after deposit in United States post office facilities properly addressed with postage prepaid, or if sent by overnight courier, upon the sooner of the date on which receipt is acknowledged or expiration of one business day after the deposit with the courier. All notices to a party will be sent to the addresses set forth in Exhibit E or to such other address or person as such party may designate by notice to each other party hereunder.

[Signatures on following page]



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IN WITNESS WHEREOF, the parties hereto have caused these EcoVolt System Purchase Terms and Conditions to be executed by their duly authorized representatives as of the later of the signature dates written below.

CAMBRIAN INNOVATION INC.

By: Matthew Sil
Name: Matthew Sil
Title: CEO
Date: 12-6-19

THE FLORIDA BREWERY

By: Julie Williams
Name: Julie Williams
Title: COO
Date: 12-5-19

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A (Interim)

When Completed submit this report to: Department of Environmental Protection, Southwest District Office, Compliance Assurance Program, Attn: Industrial Wastewater, 13051 Telecom Parkway, Temple Terrace, FL 33637-0926, swd_iw@dep.state.fl.us

PERMITTEE NAME: The Florida Brewery, Inc.
MAILING ADDRESS: 202 Gandy Road
Auburndale, Florida 33823-

FACILITY: The Florida Brewery, Inc.
LOCATION: 202 Gandy Rd
Auburndale, FL 33823-2701

COUNTY: Polk
OFFICE: Southwest District

PERMIT NUMBER: FLA013273-007-IW1N

LIMIT: Interim
CLASS SIZE: N/A
MONITORING GROUP NUMBER: R-001
MONITORING GROUP DESCRIPTION: LBF Ranch
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
PROGRAM: Industrial

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow (LBF Ranch)	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-2	Permit Requirement	0.15 (Day.Max.)	Report (Mo.Avg.)	MGD						Daily; 24 hours	Calculated
Coliform, Total	Sample Measurement										
PARM Code 74056 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	#/100mL			Monthly	Grab
Nitrogen, Nitrate, Total (as N)	Sample Measurement										
PARM Code 00620 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	mg/L			Monthly	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	mg/L			Monthly	Grab
pH	Sample Measurement										
PARM Code 00400 1 Mon. Site No. EFF-1	Permit Requirement				6.5 (Mo.Min.)	8.5 (Mo.Max.)	s.u.			Monthly	In Situ
Solids, Total Dissolved (TDS)	Sample Measurement										
PARM Code 70295 1 Mon. Site No. EFF-1	Permit Requirement					Report (Day.Max.)	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) (Interim)

FACILITY: The Florida Brewery, Inc

MONITORING GROUP
NUMBER:
MONITORING PERIOD

R-001

PERMIT NUMBER: FLA013273-007-IW1N

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	mg/L			Monthly	Grab
Cadmium, Total Recoverable	Sample Measurement										
PARM Code 01113 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	ug/L			Monthly	Grab
Lead, Total Recoverable	Sample Measurement										
PARM Code 01114 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	ug/L			Monthly	Grab
Sodium, Total Recoverable	Sample Measurement										
PARM Code 00923 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	mg/L			Monthly	Grab
Aluminum, Total Recoverable	Sample Measurement										
PARM Code 01104 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	mg/L			Monthly	Grab
Iron, Total Recoverable	Sample Measurement										
PARM Code 00980 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	mg/L			Monthly	Grab
Manganese, Total Recoverable	Sample Measurement										
PARM Code 11123 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	mg/L			Monthly	Grab
Arsenic, Total Recoverable	Sample Measurement										
PARM Code 00978 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	mg/L			Monthly	Grab
Foaming Agents	Sample Measurement										
PARM Code 01288 1 Mon. Site No. EFF-1	Permit Requirement					Report (Mo.Max.)	mg/L			Monthly	Grab

DAILY SAMPLE RESULTS - PART B (Interim)

Permit Number: FLA013273-007-IW1N

Facility: The Florida Brewery, Inc

Monitoring Period From: _____ To: _____

Flow
(MGD)
LBF Ranch

COMMENTS

Code	50050
Mon. Site	FLW-2
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
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17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
Total	
Mo. Avg.	

GROUNDWATER MONITORING REPORT - PART D (Interim)

Facility Name: The Florida Brewery, Inc
 Permit Number: FLA013273-007-IW1N
 County: Polk
 Office: Southwest District

Monitoring Well ID: MWB-1LBF
 Well Type: Background
 Description: R-001 (LBF Ranch)
 Re-submitted DMR: ☐

Report Frequency: Quarterly
 Program: Industrial

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____
 Time Sample Obtained: _____

Was the well purged before sampling? ___ Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Aluminum, Total Recoverable	01104		Report	mg/L	Grab	Quarterly				
Iron, Total Recoverable	00980		Report	mg/L	Grab	Quarterly				
Arsenic, Total Recoverable	00978		Report	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Quarterly				
Cadmium, Total Recoverable	01113		Report	mg/L	Grab	Quarterly				
Lead, Total Recoverable	01114		Report	mg/L	Grab	Quarterly				
Sodium, Total Recoverable	00923		Report	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		Report	#/100mL	Grab	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Quarterly				
Manganese, Total Recoverable	11123		Report	mg/L	Grab	Quarterly				
Foaming Agents	01288		Report	mg/L	Grab	Quarterly				
Nitrogen, Total	00600		Report	mg/L	Grab	Quarterly				

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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)

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D (Interim)

Facility Name: The Florida Brewery, Inc
 Permit Number: FLA013273-007-IW1N
 County: Polk
 Office: Southwest District

Monitoring Well ID: MWI-2LBF
 Well Type: Intermediate
 Description: R-001 (LBF Ranch)
 Re-submitted DMR: ☐

Report Frequency: Quarterly
 Program: Industrial

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____
 Time Sample Obtained: _____

Was the well purged before sampling? ____ Yes ____ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Aluminum, Total Recoverable	01104		Report	mg/L	Grab	Quarterly				
Iron, Total Recoverable	00980		Report	mg/L	Grab	Quarterly				
Arsenic, Total Recoverable	00978		Report	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Quarterly				
Cadmium, Total Recoverable	01113		Report	mg/L	Grab	Quarterly				
Lead, Total Recoverable	01114		Report	mg/L	Grab	Quarterly				
Sodium, Total Recoverable	00923		Report	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		Report	#/100mL	Grab	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Quarterly				
Manganese, Total Recoverable	11123		Report	mg/L	Grab	Quarterly				
Foaming Agents	01288		Report	mg/L	Grab	Quarterly				
Nitrogen, Total	00600		Report	mg/L	Grab	Quarterly				

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COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D (Interim)

Facility Name: The Florida Brewery, Inc
 Permit Number: FLA013273-007-IW1N
 County: Polk
 Office: Southwest District

Monitoring Well ID: MWC-3LBF
 Well Type: Compliance
 Description: R-001 (LBF Ranch)
 Re-submitted DMR: ☐

Report Frequency: Quarterly
 Program: Industrial

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____
 Time Sample Obtained: _____

Was the well purged before sampling? ___ Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Aluminum, Total Recoverable	01104		Report	mg/L	Grab	Quarterly				
Iron, Total Recoverable	00980		Report	mg/L	Grab	Quarterly				
Arsenic, Total Recoverable	00978		0.01	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Quarterly				
Cadmium, Total Recoverable	01113		0.005	mg/L	Grab	Quarterly				
Lead, Total Recoverable	01114		0.015	mg/L	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		Report	#/100mL	Grab	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Manganese, Total Recoverable	11123		0.05	mg/L	Grab	Quarterly				
Foaming Agents	01288		0.5	mg/L	Grab	Quarterly				
Nitrogen, Total	00600		10	mg/L	Grab	Quarterly				

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COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D (Interim)

Facility Name: The Florida Brewery, Inc
 Permit Number: FLA013273-007-IW1N
 County: Polk
 Office: Southwest District

Monitoring Well ID: MWC-4LBF
 Well Type: Compliance
 Description: R-001 (LBF Ranch)
 Re-submitted DMR: ☐

Report Frequency: Quarterly
 Program: Industrial

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____
 Time Sample Obtained: _____

Was the well purged before sampling? ___ Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Aluminum, Total Recoverable	01104		Report	mg/L	Grab	Quarterly				
Iron, Total Recoverable	00980		Report	mg/L	Grab	Quarterly				
Arsenic, Total Recoverable	00978		0.01	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Cadmium, Total Recoverable	01113		0.005	mg/L	Grab	Quarterly				
Lead, Total Recoverable	01114		0.015	mg/L	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		Report	#/100mL	Grab	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Manganese, Total Recoverable	11123		0.05	mg/L	Grab	Quarterly				
Foaming Agents	01288		0.5	mg/L	Grab	Quarterly				
Nitrogen, Total	00600		10	mg/L	Grab	Quarterly				

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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)

COMMENTS AND EXPLANATION (Reference all attachments here):

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

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

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

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

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

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

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

PART A -DISCHARGE MONITORING REPORT (DMR)

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

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

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

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

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

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

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

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

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

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

PART B - DAILY SAMPLE RESULTS

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

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

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

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

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

PART D - GROUND WATER MONITORING REPORT

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

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

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

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

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

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

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

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

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

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

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

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

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

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

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

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

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

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

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

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

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

Exhibit 3

In-Kind Project

I. Introduction

An in-kind project

a. Within 60 days of the effective date of this Consent Order, Respondent shall submit, either electronically or by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

b. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, either electronically or by certified mail, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

c. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all of the matters at issue and submit, either electronically or by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not

approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in the Consent Order within 30 days of Department notice.

d. Within 120 days of the effective date of this Consent Order, Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Order, then Respondent shall make cash payment of the civil penalties as set forth in the Consent Order, within 30 days of Department notice.

e. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph (a) above, Respondent shall complete the entire in-kind project.

f. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

g. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the penalty, no additional penalties shall be assessed for failure to complete the requirement of this paragraph.

h. Within 15 days of completing the in-kind project, Respondent shall notify the Department, either electronically or by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

i. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all of the matters at issue and submit, either electronically or by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the penalty, no additional penalties shall be assessed for failure to complete the requirements of this paragraph.