

**STATE OF FLORIDA
DEPARTMENT OF ELDER AFFAIRS**

In Re: Variance Request for Millennium Ventures Limited Partnership, LLP d/b/a The Residence at Timber Pines

PETITION FOR EMERGENCY VARIANCE OF RULE 58AER17-1

Petitioner, **Millennium Ventures Limited Partnership, LLP, d/b/a The Residence at Timber Pines**, by and through its undersigned counsel, files its Petition For Emergency Variance of Rule 58AER17-1, and states:

1. This Petition is filed pursuant to 120.542, Florida Statutes, 28-104.004 and 28-104.002, Florida Administrative Code.
2. The law firm of Goldsmith & Grout, P.A., P.O. Box 2011, Winter Park, Florida 32790-2011, Karen L. Goldsmith, klgoldsmith@ggflawfirm.com, (direct phone) 407-312-4938 and Jonathan S. Grout, jonathangrout@aol.com, (direct phone) 407-388-8931, (office fax) 321-972-2013, files this Petition on behalf of **Millennium Ventures Limited Partnership, LLP, d/b/a The Residence at Timber Pines**, 3140 Forest Road, Spring Hill, Florida 34606.
3. Petitioner requests a variance of 58AER17-1, Florida Administration Code (Rule), for the reasons set out herein, which requires Petitioner to implement its Plan (as defined in the Rule) within sixty (60) days of the effective date of this rule.
4. Rule 58AER17-1 is implementing sections 429.19, 429.28 and 429.41, Florida Statutes.
5. Petitioner files this Petition For Emergency Variance as it is not possible to comply with 58AER17-1, Florida Administrative Code, as Petitioner will not be able to file its Plan within forty-five (45) days and will not be able to implement its Plan within sixty (60) days for the following reasons:

Petitioner has entered into a contract with APG Electric, Inc., d/b/a APG Engineering, whereby APG shall evacuate the facility's generator needs to ensure the facility's compliance with the Rule. Attached is a copy of the contract. After reviewing and evaluating the existing electrical drawings, existing mechanical drawings, existing life safety drawing, electrical bills from the last 12 months indicating load usage and existing emergency preparedness plan, APG will provide the facility a report of the current conditions and recommendations and options to comply with the Rule.

After receiving the report from APG, Petitioner will consider its options and acquire and install the equipment required. The time for acquisition of a generator that is manufactured to specifics, is several months. A generator cannot be ordered until the engineering assessment and design and plans have been approved by local and state governmental authorities.

There are many issues that must be resolved:

- Review recommendations and choose the option appropriate
- Have plans drawn by consultants
- Have those plans reviewed by AHCA as well as local departments
- Get zoning variance, if necessary
- Secure appropriate permits
- Order and install the necessary generator and fuel storage system
- Construct, test and secure inspections of the system

While some of these can be done simultaneously, some cannot.

Petitioner also requires additional time to submit its Plan to the Department, as Petitioner cannot formulate its Plan until more information is provided by the professionals that will determine the specifics for the project. It is respectfully requested that Petitioner be granted a variance to file its Plan on or before January 15, 2018.

Petitioner is proceeding expeditiously to implement the project and achieve compliance with the Rule.

The facility has developed an interim plan in the event of a power outage to endure alternate on sight sources of power to mitigate concerns related to the health, safety and welfare of its residents.

In the interim, in case of a power outage, Petitioner will ensure the safety and health of the residents by taking the following action:

To this end the facility CEMP has been modified as follows:

- “Cool” zones have been designated that will be cooled to a temperature of 80 degrees or less using existing generator and additional equipment such as spot coolers and portable generators for a period of 96 hours.
- Clinical protocols shall be initiated to monitor the condition of residents on a

frequent and periodic basis to include but not limited to vital, blood sugars and hydration.

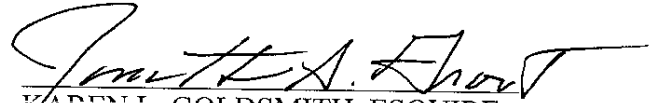
- The facility is staffed by licensed nurses and certified nursing assistants twenty four hours per day.

Petitioner is proceeding expeditiously to implement the project and achieve compliance with the Rule. Please find enclosed documentation of the action taken by Petitioner.

6. Unless the variance is granted Petitioner will suffer immediate adverse effect more expeditiously than the time frames provided in 120.542, Florida Statutes, due to the time frames set out in 120.542, Florida Statutes, which allows the Department ninety (90) days to grant or deny a variance. Rule 58AER17-1, Florida Administrative Code, requires compliance within sixty (60) days of the effective date of the Rule. If Petitioner is not in compliance with 58AER17-1, Florida Administrative Code, within sixty (60) days, Petitioner would be subject to a fine or sanction of \$1,000.00 per day (58-AER17-1(10)) and possible revocation of its license (58AER17-1(9)).
7. The granting of the variance would serve the purposes of the underlying statute, as Petitioner is unable to be in full compliance with the Rule within sixty (60) days and the additional time will enable Petitioner to ensure that the appropriate generator and fuel is obtained and appropriately placed at the facility in compliance with this Rule and relevant environmental and Life Safety Code regulations.
8. This Petition is filed as an emergency petition, since the time frames set out in 120.542, Florida Statutes, allows the Department ninety (90) days to grant or deny a variance that is not brought under the emergency provision. Since it is impossible for Petitioner to be in compliance with that timeline, the time for granting the Petition would run until after Petitioner was out of compliance and leave Petitioner in a position of being fined and in peril of losing its license.
9. The facts set out in paragraph 5 above also demonstrate that a substantial hardship is created as Petitioner will not be able to be in full compliance with the Rule in sixty (60) days due to technological hardship in its inability to have built, purchase and install the components necessary to complete the project. In addition Petitioner is under legal hardship as along the process it will be necessary to secure various approvals, permits and have appropriate inspections.

10. This is a request for a temporary variance. While we realize that the length of time granted for the variance is in the discretion of the Department, a variance until May 15, 2018 is requested to complete the project and a variance is requested until January 15, 2018 to file the Plan.

WHEREFORE, Petitioner respectfully requests that the Department grant this Petition For Emergency Variance of Rule 58AER17-1, Florida Administrative Code.



KAREN L. GOLDSMITH, ESQUIRE

Florida Bar #274534

JONATHAN S. GROUT, ESQUIRE

Florida Bar #296066

GOLDSMITH & GROUT, P.A.

P.O. Box 2011

Winter Park, Florida 32790-2011

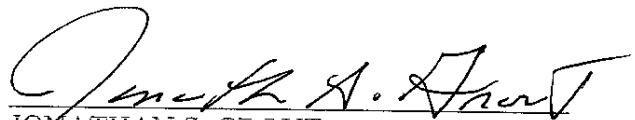
Telephone: (407) 388-8931

Facsimile: (321) 972-2013

Attorneys for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email at Carbonef@elderaffairs.org to Francis Carbone, Agency Clerk, Department of Elder Affairs, at 4040 Esplanade Way, Ste. 315, Tallahassee, Florida 32399-7000, and a copy by U.S. Mail delivery to the Joint Administrative Procedures Committee, Room 680, Pepper Building, 111 W. Madison Street, Tallahassee, Florida 32399-1400 on this 24 day of October, 2017.



JONATHAN S. GROUT


AFFIDAVIT

I, Craig Edinger, do hereby swear and affirm that:

1. I am over 18 years old and a resident of Washington County, Minnesota.
2. I am the person directly responsible for overseeing the generator project at Millennium Ventures Limited Partnership, LLP d/b/a The Residence at Timber Pines.
3. I actively participated in the preparation of the Petition requesting a Variance for this facility.
4. The information in that Petition is accurate including but not limited to:
 - a. The steps that we have taken to carry out the requirements of the emergency rule for generators and air conditioning at this facility in compliance with the Rule.
 - b. The specific circumstances beyond our control that prevent us from fully implementing the requirements of the Rule in the allotted time.
 - c. Arrangements made at each facility to protect the residents from being exposed to ambient temperatures in excess of 80 degrees in the event that our power is out and we do not have sufficient air conditioning capabilities.
 - d. The residents and the legal guardians or health care surrogates are being informed by letter of the variance filed and the steps the facility is taking to comply with the Emergency Rule.

FURTHER, Affiant sayeth naught.

SWORN TO AND SUBSCRIBED before me this 16th day of October, 2017.




 Craig Edinger, President of
 JBGE/Millennium Ventures, Inc.,
 General Partner of Millennium
 Ventures Limited Partnership, LLP

STATE OF MINNESOTA
COUNTY OF CARVER

The foregoing instrument was acknowledged before me this 16th day of October, 2017,
by Craig Edinger who is personally known to me.

My Commission Expires:



 Signature of Notary
 Kelly Schneiderman

 Printed Name of Notary

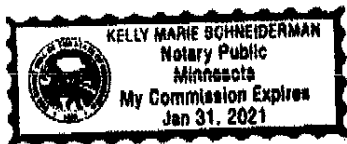


EXHIBIT A

SCOPE OF WORK AND FEE RATES



MECHANICAL
ELECTRICAL
PLUMBING
FIRE PROTECTION
TELECOMMUNICATIONS

September 25, 2017

Mr. Jeff Drews
The Goodman Group, LLC *d/b/a The Goodman Group, as agent for and on behalf of the Entities*
1107 Hazeltine Boulevard *listed on Exhibit B*
Suite 200
Chaska, MN 55318

RE: *The Goodman Group Florida Generator Evaluation Service Fee*

Dear Jeff Drews

Consultant shall

We appreciate the opportunity to provide this proposal and are looking forward to working with The Goodman Group on these projects. ~~We propose to~~ furnish you generator evaluations for your eight existing facilities in Florida. This evaluation will consist of a review to each existing facility to analyze the existing conditions, review of the existing documents to be provided by the owner, and provide options to comply with the State of Florida mandated rule 58AER17-1 for assisted living facilities or rule 59AER17-1 for nursing home facilities. ~~These engineering-evaluation-services-described-in-AIA-Documents-C-141-(1997-Edition)-as-Scope-of-Consultant's-Services-for-this-project. This proposal is based on the project scope outlined below as discussed during our phone conversation and e-mails on September 27, 2017 from Jeff Drews and Mike Millard with APG Engineering.~~

Scope of Services

APG Engineering will provide the following engineering and design services:

1. Conduct site visits of the existing facilities to review existing generator equipment and capacities, along with the current loads being supplied by the generator. Review of the existing HVAC systems and one-line diagrams. This will be provide for the following facilities:

Cypress Palms	ALF	150 beds	Largo, Florida
Regal Palms	ALF	225 beds	Largo, Florida
Sabal Palms	Nursing	244 beds	Largo, Florida
Westchester Gardens	Nursing	120 beds	Clewiston, Florida
Timber Pines	ALF	225 beds	Springhill, Florida
Terracina Grand	ALF	200 beds	Naples, Florida
Villes @ Terracina Grand	ALF	60 beds	Naples, Florida

2. Review and evaluation of ~~owner~~ ^{owner} supplied information for each facility to include but not limited to:

- Existing Electrical Drawings, one-lines and loads.
- Existing Mechanical drawings and loads.
- Existing Life Safety Drawings
- Electrical bills from the last 12 months indicating load usage
- Existing Emergency Preparedness Plan

3. Provide a written report of the current conditions along with recommendations and options to comply with the State of Florida mandated rule 58AER17-1 for assisted living facilities or rule 59AER17-1 for nursing home facilities.

Fee

Based on the scope of the project, as described above, APG Engineering's fee is a lump sum of Seventeen Thousand Three Hundred Sixty Dollars \$17,360.00. This lump sum shall be adjusted upward pro rata if the scope increases from the above. Refer to Table 1 below for a breakdown of the services listed above.

Engineering Service	Proposal Fee
Site inspection, and field documentation (8 sites)	\$6,000.00
Review of owner provided documents (8 sites)	\$6,000.00
Professional Engineer review (8 sites)	\$2,960.00
Evaluation Report (8 sites)	\$2,400.00
Total Fee	\$17,360.00

Table 1: Fee Breakdown

Assumptions

1. Owner to provide Electrical, Mechanical and Life Safety drawings in .pdf format for our use.
2. Owner to provide the last 12 months of electric bills showing load consumption for our use.
3. Owner to provide a copy of the existing Emergency Preparedness Plan.
4. Review of the existing design overview and additional options will be provided in our report.
5. Cost estimating is not included in this evaluation.

Reimbursable

Reimbursable expenses include travel-related costs, mileage, meals, plotting and printing (except as required for in-house coordination), courier services, shipping and express mail. Such additional reimbursable expenses will be billed at 1.1 times actual cost to account for handling. Reimbursable expenses shall not exceed \$500 per site. *with T&G's prior written consent.*

For services described as "Change in Services," APG Engineering will be reimbursed on an hourly basis at the rates below with T&G's prior written approval.

- Principal- \$230
- Project Manager/Senior Engineer- \$185
- Engineer/Senior Designer- \$165
- Designer- \$125
- CAD Operator- \$95
- Administrative- \$75

Billing

~~We will progressively invoice you on a monthly basis for the percentage of completed services based on the schedule of values noted in Table 1 above. Reimbursable expenses will be invoiced on a monthly basis at expense x 1.1.~~

APG Engineering shall not be responsible for acts, errors, or omissions of the Architect, Architect's other consultants, Contractors, Subcontractors, their agents or employees, or other persons performing work.

EXHIBIT B**ENTITIES****MEDINVEST COMPANY LIMITED PARTNERSHIP**

d/b/a Cypress Palms
400 Lake Avenue N.E.
Largo, FL 33771

REGAL PALMS LIMITED PARTNERSHIP

d/b/a Regal Palms
300 Lake Avenue NE
Largo, FL 33771

MEDINVEST COMPANY LIMITED PARTNERSHIP

d/b/a Sabal Palms Health Care Center
499 Alternate Keene Road
Largo, FL 33771

TERRACINA, LLC

d/b/a Terracina Grand
6825 Davis Boulevard
Naples, FL 34104

MILLENNIUM VENTURES LIMITED PARTNERSHIP, L.L.P.

d/b/a The Residence at Timber Pines
3140 Forest Road
Spring Hill, FL 34606

TERRACINA II, LLC

d/b/a Villa at Terracina Grand
6855 Davis Boulevard
Naples, FL 34104

WESTCHESTER GARDENS LIMITED PARTNERSHIP

d/b/a Westchester Gardens Health & Rehabilitation
3301 McMullen Booth Road
Clearwater, FL 33761

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") is made effective as of the 11th day of October, 2017 ("Effective Date"), by and between APG Electric, Inc., a Florida corporation d/b/a APG Engineering, 4825 140th Avenue North, Suite K, Clearwater, Florida 33762 ("Consultant"), and The Goodman Group, LLC, a Minnesota limited liability company d/b/a The Goodman Group ("TGG"), as agent for and on behalf of the senior living health care entities ("Entities") listed on Exhibit B, attached hereto and made a part hereof, 1107 Hazeltine Boulevard, Suite 200, Chaska, Minnesota 55318.

WHEREAS, Consultant and TGG (collectively, "Parties") desire to enter into an agreement for generator evaluation engineering services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein and benefits to be derived from the performance hereof, the Parties hereby agree as follows:

1. **Services.** Consultant hereby agrees to perform and provide the engineering services specified on the scope of work attached hereto as Exhibit A (collectively, "Services"). Consultant agrees to faithfully and diligently perform the Services and devote its best efforts to fulfill its duties in accordance with this Agreement and in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession in the same locale acting under similar circumstances and conditions. Consultant represents and warrants that it is qualified and licensed to perform the Services. Consultant shall comply with all applicable laws, rules, and regulations in providing the Services.

2. **Term.** The term of this Agreement shall commence as of the Effective Date and shall remain in full force and effect until October 13, 2017 ("Completion Date"), unless sooner terminated as provided herein. Consultant agrees to diligently perform and fully complete the Services by the Completion Date.

3. **Compensation.** TGG agrees to pay Consultant the rates for the Services set forth in Exhibit A; provided, however, that the total cost for the Services shall not exceed Seventeen Thousand Three Hundred Sixty and 00/100 Dollars (\$17,360.00) without the prior written approval of TGG. Payment shall be due within thirty (30) days from the date TGG receives Consultant's invoice.

4. **Independent Contractor.** Consultant is not a partner, venturer, or employee of TGG or Entities and shall have no authority to bind TGG or Entities in any matter whatsoever. Both Consultant and TGG agree that Consultant will act as an independent contractor in the performance of its duties under this Agreement, and is not to be considered an employee or agent of TGG or Entities for any purpose. Accordingly, Consultant shall not be entitled to any benefits provided to employees of TGG or Entities and Consultant shall be responsible for the payment of its own federal and state income, withholding, and unemployment taxes as an independent contractor.

5. **Property Rights.** The term "Work Product" includes all creative works, images, paintings, murals, logos, designs, inventions, photographs, negatives, research data and reports, materials, writings, sound recordings, pictorial reproductions, drawings, film and video recordings, and other graphical representations, and works of any similar nature (whether or not eligible for copyright, trademark, or patent protection) in any and all forms, formats and stages of development, including without limitation, web, DVD, iPad or other tablet video delivery, TIF, JPEG and PDF, that are (i) to be delivered by Consultant to TGG under this Agreement or (ii) created for TGG or Entities under this Agreement whether or not delivered to TGG. Ownership of all Work Product and all copyrights, trademarks, patents and other proprietary rights in the Work Product shall at all times be held exclusively by TGG. Consultant agrees that the Work Product shall be considered a "work for hire" and whether or not a court of competent jurisdiction determines that any Work Product is not a work for hire under applicable law, Consultant hereby assigns to TGG all of the Consultant's right, title and interest in the Work Product. Consultant shall deliver all copies, forms, formats and versions of the Work Product to TGG. TGG shall have unrestricted rights to the Work Product including, without, limitation, rights to use, distribute, reproduce, change, edit, modify, amend, and/or supplement the Work Product at TGG's sole election. Consultant shall not reproduce or retain any copies, forms or formats of the Work Product. Upon TGG's request, Consultant will promptly execute and sign any and all applications, assignments, and other documents (including, but not limited to, documents evidencing ownership and inventorship), and will promptly render all assistance which may be reasonably necessary for TGG to obtain or evidence patent, copyright, trademark or any other form of intellectual property protection. Consultant's duties under this Section 5 shall survive the termination of this Agreement by expiration, termination, or otherwise.

6. **Confidentiality.** Consultant agrees that any information received by Consultant during the course of Consultant's performance under the terms of this Agreement, which concerns the personal, financial, or other affairs of TGG or Entities shall be kept in full confidence and shall not be revealed to any other person, firm, organization, or other entity, except for Consultant's staff and consultants who need to know the information to perform the Services and provided such persons agree to keep such information confidential in accordance with the terms set forth herein.

7. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless TGG and Entities, and their principals and employees, from and against any and all claims, damages, losses and expenses, including without limitation reasonable attorneys' fees, arising out of or resulting from the performance of the Services whether such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, to the extent caused by Consultant's breach of this Agreement or by the negligent acts or omissions of Consultant, its officers, directors, employees, subcontractors or agents or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Consultant's duty to indemnify and hold harmless shall survive the termination of this Agreement by expiration, termination, or otherwise.

8. **Insurance.** Consultant shall procure, at no expense to TGG or Entities, the insurance coverages set forth below insuring Consultant, its employees, agents and designees and

shall maintain such coverages in full force and effect through the term of this Agreement, unless specified otherwise in this Paragraph 8:

(a) Professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) annual aggregate, which professional liability insurance shall be carried either: (i) on an occurrence basis maintained in full force and effect for the term of this Agreement, or (ii) on a claims made basis maintained in full force and effect for the term of this Agreement and for a period of five (5) years after the completion of any and all Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any Services hereunder are commenced by Consultant, his agents or consultants and the date of this Agreement;

(b) Commercial general liability insurance (including broad-form contractual liability, broad form property damage, premises/operations, independent contractors liability, and products/completed operations, in the amount of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) aggregate, covering bodily injury, personal injury and property damage, written on an occurrence basis. Consultant shall include Entities as additional insureds on the policy; and

(c) Worker's Compensation Insurance in the amounts required by law.

Prior to commencing any Services hereunder, Consultant shall furnish to TGG and any other person designated by TGG, certificates of insurance for all policies set forth above which shall specifically provide that no such insurance may be canceled, modified or non-renewed without at least ten (10) days' prior notice by certified mail, return receipt requested, to TGG. Consultant shall promptly furnish TGG with certificates of insurance for all policies upon renewal or replacement of any insurance required herein.

10. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the day of service, if served personally on the party to whom notice is to be given; (ii) on the day of transmission to a working facsimile number of the receiving party, if sent via facsimile transmission (provided the sending party obtains confirmation of receipt); (iii) on the day after delivery to Federal Express, the Express Mail service maintained by the United States Postal Service or similar overnight courier, if sent via such courier; or (iv) on the third day after mailing, if mailed to the receiving party by first class mail, registered or certified, postage prepaid and properly addressed, to the party at the address identified in the introductory paragraph of this Agreement.

11. **Termination.** This Agreement may be terminated by TGG at any time with or without cause upon five (5) days advance written notice to Consultant. Upon such termination, Consultant shall be paid the value of the Services completed as of the date of termination.

12. **Attorney's Fees.** Should either party employ an attorney to enforce any provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect

damages for breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, charges, and expenses expended or incurred therefor.

13. **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an originally executed counterpart of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

14. **Miscellaneous Provisions.** This Agreement shall be governed by the laws of the state in which the Premises are located ("State"). All claims, disputes and other matters in question which arise out of or relate to this Agreement (including any breach thereof) shall be decided by a court of competent jurisdiction in the state or federal courts in the State. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in the State and in the county in which the Premises is located. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other provision hereof. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party. This Agreement shall not be assigned by Consultant without prior written consent of TGG. In the event of any inconsistency or conflict between this Agreement and scope of work attached hereto as Exhibit A, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, Consultant and TGG have executed this Agreement to be effective as of the Effective Date.

CONSULTANT:

TGG:

APG Electric, Inc.,
a Florida corporation
d/b/a APG Engineering

The Goodman Group, LLC,
a Minnesota limited liability company
d/b/a The Goodman Group
as agent for and on behalf of the Entities listed
in Exhibit B

By  **MICHAEL DOOB** By 

Its PRINCIPAL

Randall Benson
Its **Treasurer**

The Residence at Timber Pines
Plan to Comply with 58AER17-1

The Residence at Timber Pines (RATP) will maintain seven (7) 13,200 BTU portable air conditioning units that are free-standing and self-contained. These units vent into our pre-existing dropped ceilings. Additionally, we have 7 portable air conditioning units that fit into our windows. These will cool approximately an additional 1,200 square feet.

These air conditioning units will be distributed as follows:

Activities area on Pearl Gardens (1st floor) – 1,524 sq. ft. (capacity: 43 residents)

- One (1) stand-alone AC unit, one (1) window unit

Common area on Pearl Essence (2nd floor) – 1,170 sq. ft. (capacity: 33 residents)

- One (1) stand-alone AC unit, one (1) window unit

Grand Lounge (large activities space on 2nd floor) – 1,485 sq. ft. (capacity: 48 residents)

- One (1) stand-alone AC unit, two (2) window units

Common area on Sand Pearl (3rd floor) – 1,680 sq. ft. (capacity: 48 residents)

- One (1) stand-alone AC unit, one (1) window unit

Crystal Room (large dining room on 3rd floor) – 3,060 sq. ft. (capacity: 87 residents)

- Three (3) stand-alone AC unit, two (2) window units

These air conditioning units will be connected to our emergency power generator via extension cord to the nearest emergency powered outlet. We will power these air conditioning units using the following extension cords:

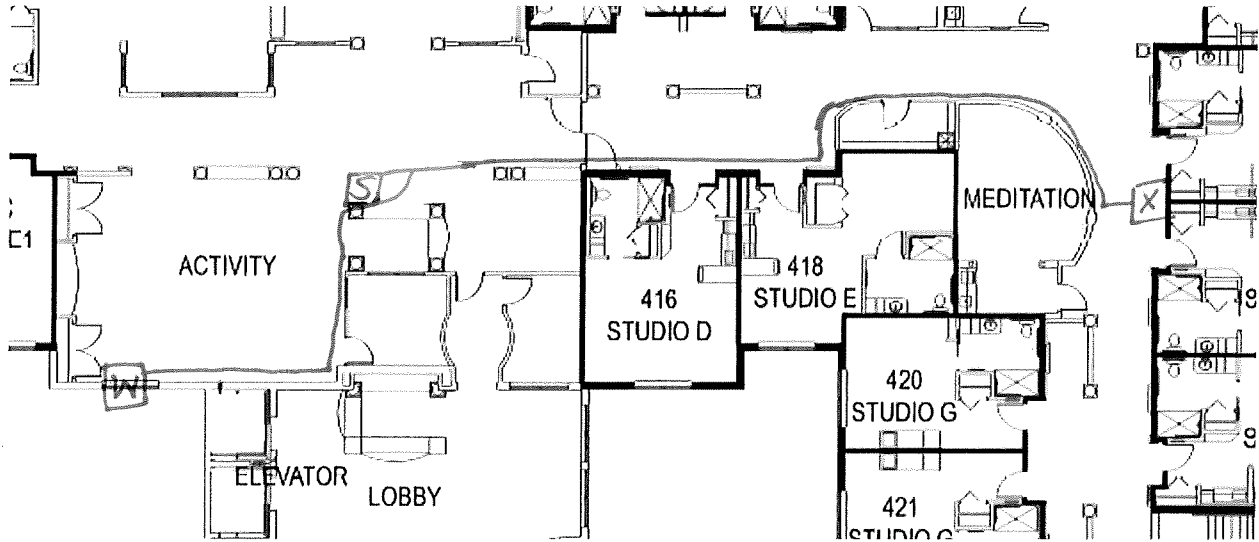
- 7 – 25 foot extension cords
- 6 – 50 foot extension cords
- 6 – 100 foot extension cords

Currently, our diesel fuel tanks provide for 24 hours of service under full load. We are a priority refill with our diesel fuel provider – Dunkle’s Fuel Service, Inc. It is our protocol to put them on notice when we lose power to prepare them for our potential needs, should the loss of power extend beyond the current tank storage volume. As part of our variance request, we will be installing additional fuel storage tanks to increase our fuel capacity to provide for 96 hours of power generation.

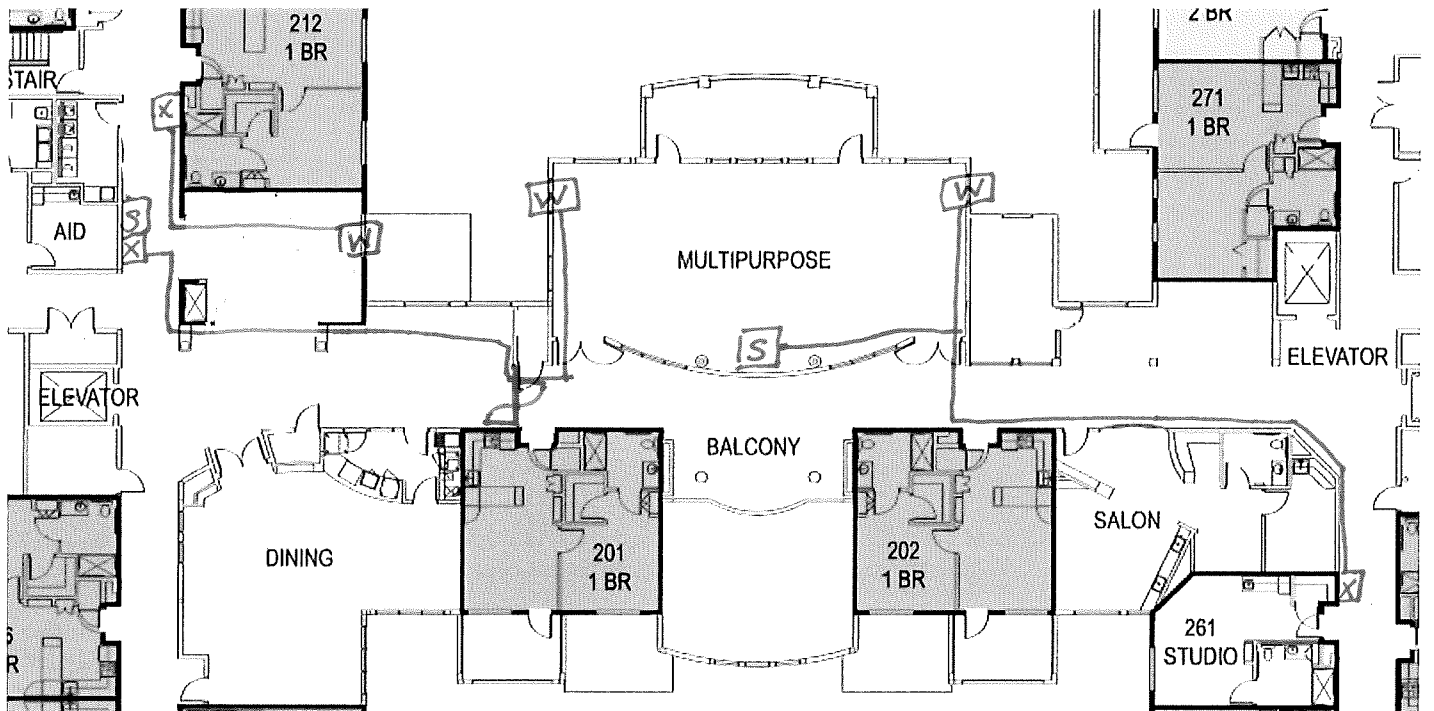


THE RESIDENCE
AT TIMBER PINES
Senior Living

Emergency Cooling Plan



1st Floor, Pearl Garden



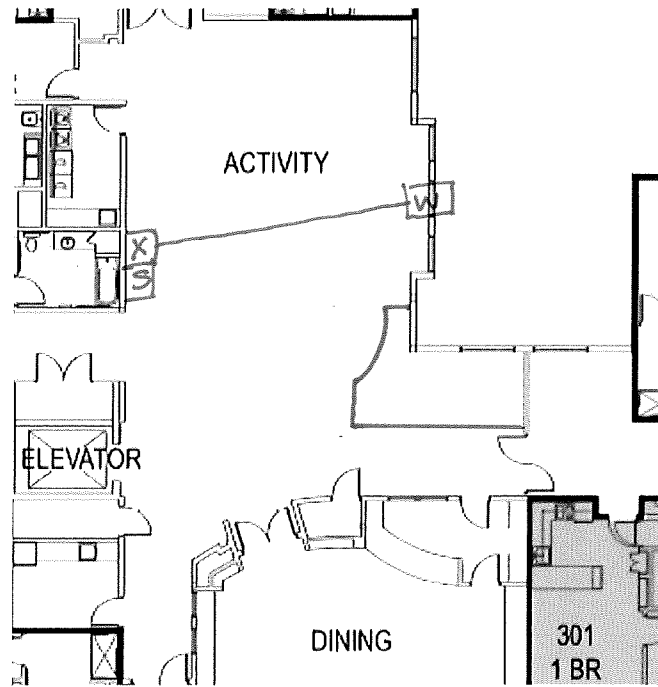
2nd Floor, Pearl Essence & Grand Lounge

Legend: **S**: Stand-alone AC Unit, **W**: Window AC Unit,
X: Emergency-Power Outlet, Solid Line: Extension Cord

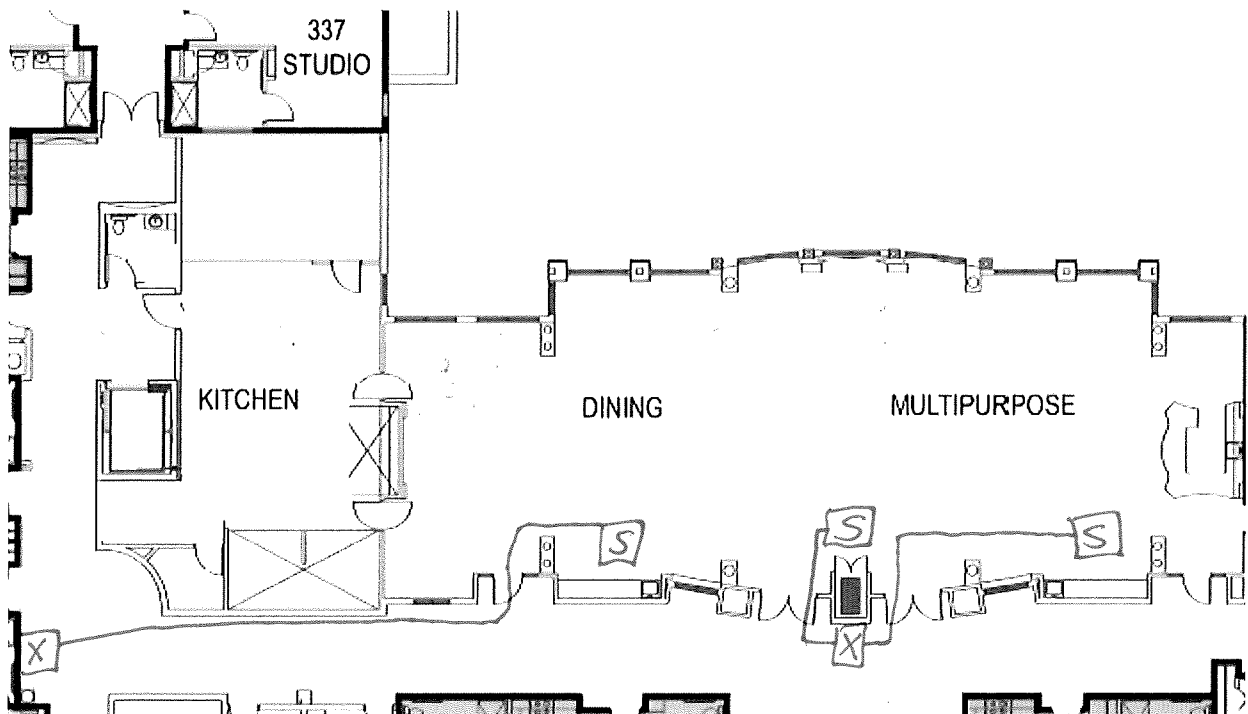


THE RESIDENCE
AT TIMBER PINES
Senior Living

Emergency Cooling Plan



3rd Floor Sand Pearl



3rd Floor Crystal Room

Legend: **S**: Stand-alone AC Unit, **W**: Window AC Unit,
X: Emergency-Power Outlet, Solid Line: Extension Cord