

**RUTLEDGE, ECENIA, PURNELL & HOFFMAN**

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March 21, 2008

Ms. Ann Cole, Director  
Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center, Room 110  
Tallahassee, FL 32399-0850

**HAND DELIVERY**

Re: Aqua Utilities Florida, Inc.'s Application for Approval of Transfer of Cal Clair, Inc.  
d/b/a Breeze Hill Utility Water and Wastewater Systems in Polk County, Florida

Dear Ms. Cole:

Enclosed for filing on behalf of Aqua Utilities Florida, Inc. ("AUF") are the following documents:

1. Original and five copies of the completed Application and attached exhibits;
2. Original and two copies of the proposed tariff sheets; and
3. The filing fee in the amount of \$1,500.00.

CMP \_\_\_\_\_

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ECL 1

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SEC \_\_\_\_\_

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Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,



Kenneth A. Hoffman

Enclosures  
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DOCUMENT NUMBER-DATE

02118 MAR 21 08

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Aqua Utilities Florida, Inc.'s Application )  
for Approval of Transfer of Cal Clair, Inc. d/b/a )  
Breeze Hill Utility Water and Wastewater Systems )  
in Polk County, Florida. )  
\_\_\_\_\_ )

Docket No. 080167

Filed: March 21, 2008

**AQUA UTILITIES FLORIDA, INC.'S  
APPLICATION FOR APPROVAL OF TRANSFER  
OF CAL CLAIR, INC. D/B/A BREEZE HILL  
UTILITY WATER AND WASTEWATER SYSTEMS**

Aqua Utilities Florida, Inc. ("AUF" or "Buyer"), by and through its undersigned counsel, and pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code, hereby files this Application for approval of: (1) the transfer of the water and wastewater systems of Cal Clair, Inc. d/b/a Breeze Hill Utility ("Breeze Hill" or "Seller"); (2) the amendment of AUF's water and wastewater certificates of authorization in Polk County, Florida, to include the Breeze Hill water and wastewater territory; and (3) the cancellation of Breeze Hill's Certificate Nos. 598-W and 513-S. In support of this Application, AUF states as follows:

**I. APPLICANT INFORMATION**

1. The name and address of the Buyer for purposes of this Application, and as they appear on AUF's Commission-issued water and wastewater certificates, are:

Aqua Utilities Florida, Inc.  
6960 Professional Pkwy. E.  
Sarasota, Florida 34240  
(941) 907-7400 (Telephone)  
(800) 250-7532 (Telephone)  
(941) 907-7401 (Facsimile)

DOCUMENT NUMBER-DATE  
02118 MAR 21 8  
FPSC-COMMISSION CLERK

2. The name and address of AUF's authorized representatives are:

Kenneth A. Hoffman, Esq.  
Marsha E. Rule, Esq.  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
P. O. Box 551  
Tallahassee, Florida 32302  
(850) 681-6788 (Telephone)  
(850) 681-6515 (Facsimile)

Kimberly A. Joyce, Esq.  
Aqua America, Inc.  
762 West Lancaster Avenue  
Bryn Mawr, PA 19010  
(610) 645-1077 (Telephone)  
(610) 519-0989 (Facsimile)

3. AUF has been issued Water and Wastewater Certificates by the Florida Public Service Commission ("Commission") related to its operations in Alachua, Brevard, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties. AUF holds Certificate Nos. 587-W and 506-S with respect to its water and wastewater services, respectively, in Polk County, Florida.

4. Attached hereto is AUF's Application for Approval of Transfer of the Breeze Hill water and wastewater systems in Polk County, Florida (the "Application"). The attached Application includes all of the information required by Rule 25-30.037, Florida Administrative Code.

## **II. FINANCIAL AND TECHNICAL INFORMATION**

5. AUF is a Florida corporation authorized to do business in Florida as of July 2, 2003. The names and addresses of AUF's corporate officers and directors are listed in **Exhibit "A"** to the Application.

6. **Exhibit "B"** to the Application is a statement indicating how this purchase is in the public interest, including a summary of AUF's experience in water and wastewater utility operations, a showing of AUF's financial ability to provide service and a statement that AUF will fulfill the commitments, obligations and representations of Breeze Hill with regard to utility matters.

7. AUF is a wholly-owned subsidiary of Aqua America, Inc. (“Aqua America”) and does not own any other water or wastewater utilities. AUF also is an affiliate of Aqua Utilities, Inc. (formerly AquaSource Utility, Inc.), which also is a wholly-owned subsidiary of Aqua America. Aqua Utilities, Inc. owns numerous water and wastewater utilities located in Florida. These utilities are listed in **Exhibit “C”** to the Application.

8. The sale of the Breeze Hill water and wastewater systems to AUF occurred on June 14, 2007. **Exhibit “D”** to the Application is a copy of the Asset Purchase Agreement, including attachments, by and between Breeze Hill and AUF, executed on or about May 29, 2007. Section 367.071(1), Florida Statutes, provides that a utility may sell its land, facilities and certificates prior to Commission determination that the sale is in the public interest, if the sale is made contingent upon Commission approval. Accordingly, Section 6.13 of the Asset Purchase Agreement provides that this sale of Breeze Hill’s water and wastewater systems is contingent upon Commission approval.

9. The Asset Purchase Agreement includes definitions of the “Water System Assets” and “Waste Water System Assets” purchased by AUF (Section 1.2 of Agreement), the purchase price and terms of payment (Section 1.4 of Agreement), and a provision confirming that AUF is not assuming any liabilities or obligations of Breeze Hill except for the obligation to provide water and wastewater service (Section 1.5 of Agreement). The Agreement does not address customer deposits, and interest thereon; any guaranteed revenue contracts; developer agreements; customer advances; debt of the utility; or leases, as such items were not transferred or otherwise involved in the transfer of the Breeze Hill water and wastewater systems to AUF.

10. **Exhibit “E”** to the Application is a statement regarding the disposition of any outstanding regulatory assessment fees for the Breeze Hill systems.

11. **Exhibit “F”** to the Application is a statement describing AUF’s financing of the sale.

12. **Exhibit “G”** to the Application is a list of any or all entities upon which AUF is relying to provide funding for the sale, and an explanation of the manner and amount of such funding, including financial statements and copies of any financial agreements with AUF.

13. **Exhibit “H”** to the Application is detailed listing of the proposed net book value of each system as of the date of the transfer, including the Commission Order and date of issuance establishing rate base.

14. **Exhibit “I”** to the Application is a statement confirming that AUF is not requesting an acquisition adjustment.

15. The books and records of Breeze Hill are available for inspection by the Commission. The name, address, and telephone number of the person who has possession of the books and records of Breeze Hill are as follows:

Nance Guth  
Aqua Utilities Florida, Inc.  
6960 Professional Pkwy. E.  
Sarasota, Florida 34240  
(941) 907-7400 (Telephone)  
(800) 250-7532 (Telephone)  
(941) 907-7401 (Facsimile)

16. **Exhibit “J”** to the Application is a statement from AUF regarding the federal income tax returns of Breeze Hill.

17. **Exhibit “K”** to the Application is a statement from AUF regarding the condition of each system being acquired and the status of its compliance with applicable standards set by the Florida Department of Environmental Protection.

### **III. NOTICE OF ACTUAL APPLICATION**

18. In accordance with Rule 25-30.030(2), Florida Administrative Code, AUF has obtained from the Commission a list of the names and addresses of the municipalities, the counties, the regional planning counsel, the Office of Public Counsel, the Commission’s Director of Commission Clerk and Administrative Services, the appropriate regional office of the Department of Environmental Protection, the appropriate water management districts, and privately-owned water and wastewater utilities that hold a certificate granted by the Commission, and that are located within the county in which the systems proposed to be transferred are located.

19. In accordance with Rule 25-30.030(5), Florida Administrative Code, AUF will provide notice of this Application containing the information required under Rule 25-30.030(4), Florida Administrative Code, by regular mail to the governing body of each county and municipality contained in the list obtained from the Commission as referenced above, as well as the other entities contained in the list obtained from the Commission, within 7 days of filing this Application.

20. Pursuant to Rule 25-30.030(8), Florida Administrative Code, within 15 days of filing this Application, AUF will submit **Late-Filed Exhibit “L”** to the Application, which will include an affidavit confirming that the Notice of Application was provided as described in Paragraph 19, along with a copy of the Notice and a copy of the list of entities obtained from the Commission.

21. In accordance with Rule 25-30.030(6), Florida Administrative Code, AUF will provide a notice by regular mail, to each customer of each system to be transferred within 7 days of filing this Application. Within 15 days of filing its Application, AUF will submit **Late-Filed Exhibit “M”** to the Application, which will include a copy of the Notice of Application provided to the customers, and an affidavit reflecting that it has provided the Notice of this Application to each customer of each system to be transferred.

22. In accordance with Rule 25-30.030(7), Florida Administrative Code, AUF will publish the Notice once in a newspaper of general circulation in the territory proposed to be transferred within 7 days of filing this Application. Within 15 days of filing this Application, AUF will submit **Late-Filed Exhibit “N”** to the Application, which will include an affidavit reflecting that the Notice has been published once in a newspaper of general circulation in each territory proposed to be transferred, along with proof of each publication.

#### **IV. FILING FEE**

23. The application fee required by Section 367.145, Florida Statutes, and Rule 25-30.020, Florida Administrative Code, has been submitted to the Commission Clerk of Administrative Services along with the filing of this Application.

#### **V. OTHER**

24. **Exhibit “O”** to the Application provides evidence that Breeze Hill owns the land upon which each treatment facility for each system to be transferred is located.

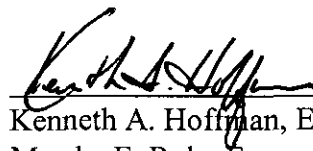
25. **Exhibit “P”** to the Application contains sample tariff sheets for each system proposed to be transferred reflecting the change in ownership, the existing rates and charges, and the territorial descriptions of each water and wastewater system.

26. **Exhibit "Q"** to the Application contains the current water and wastewater certificates issued by the Commission to Breeze Hill, Certificate Nos. 598-W and 513-S, and Order No. PSC-06-0973-FOF-WS which serves as AUF's Amended Certificates of Authorization for AUF's water and wastewater systems subject to the Commission's jurisdiction.

WHEREFORE, AUF requests that this Commission:

- A. Grant AUF's Application;
- B. Approve the transfer of the Water and Wastewater systems owned by Cal Clair, Inc. d/b/a Breeze Hill Utility to AUF as described herein and in the attached Application;
- C. Approve the amendment of AUF's Water Certificate of Authorization No. 587-W and Wastewater Certificate of Authorization No. 506-S in Polk County, Florida, to include the Breeze Hill water and wastewater territory;
- D. Approve the cancellation of Breeze Hill's Certificate of Authorization Nos. 598-W and 513-S; and
- E. Grant such other relief as is appropriate.

Respectfully submitted this 21<sup>st</sup> day of March, 2008.



---

Kenneth A. Hoffman, Esq.  
Marsha E. Rule, Esq.  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
P. O. Box 551  
Tallahassee, Florida 32302  
(850) 681-6788 (Telephone)  
(850) 681-6515 (Facsimile)





- C) The full name (as it will appear on the certificate), address and telephone number of the buyer:

Aqua Utilities Florida, Inc.

Name of utility

(800) 250-7532/(941) 907-7400

Phone No.

(941) 907-7401

Fax No.

6960 Professional Parkway East

Office street address

Sarasota

City

FL

State

34240

Zip Code

(same)

Mailing address if different from street address

N/A

Internet address if applicable

- D) Indicate the organizational character of the buyer: (circle one)

Corporation

Partnership

Sole Proprietorship

- E) The date and state of incorporation or organization of the buyer:

Aqua Utilities Florida, Inc. is a Florida Corporation authorized to do business in Florida as of July 2, 2003.

- F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

The names and addresses of Aqua Utilities Florida, Inc.'s corporate officers and directors are listed in Exhibit A.

- G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

**PART II      FINANCIAL AND TECHNICAL INFORMATION**

A) Exhibit   B   - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

Aqua Utilities Florida, Inc. owns the water and wastewater systems under Commission regulation listed in Exhibit C.

C) Exhibit   D   - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

D) Exhibit   E   - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit   F   - A statement describing the financing of the purchase.

F) Exhibit   G   - A list of all entities upon which the

applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

- G) Exhibit H - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit I - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller.

The books and records of Florida Water are in the possession of:

Nance Guth  
Aqua Utilities Florida, Inc.  
6960 Professional Pkwy. E.  
Sarasota, Florida 34240  
(941) 907-7400 (Telephone)  
(800) 250-7532 (Telephone)  
(941) 907-7401 (Facsimile)

- J) Exhibit N/A - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.
- K) Exhibit J - A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

- L) Exhibit     K     - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

### **PART III    NOTICE OF ACTUAL APPLICATION**

- A) Exhibit     L     - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection; and

(8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit   M   - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit   N   - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART IV      FILING FEE**

Indicate the filing fee enclosed with the application:

  \$750.00   (for water) and   \$750.00   (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000.**

**PART V      OTHER**

- A) Exhibit   O   - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
  
- B) Exhibit   P   - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.
  
- C) Exhibit   Q   - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Aqua Utilities Florida, Inc.'s Application )  
for Approval of Transfer of Cal Clair, Inc. d/b/a )  
Breeze Hill Utility Water and Wastewater Systems )  
in Polk County, Florida. )  
\_\_\_\_\_ )

Docket No. \_\_\_\_\_

**AFFIDAVIT**

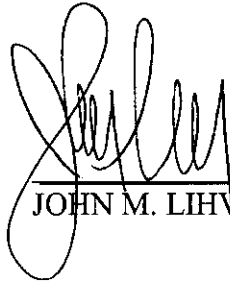
STATE OF FLORIDA:  
COUNTY OF LAKE:

BEFORE ME, the undersigned authority, personally appeared John M. Lihvarcik,  
who after being duly sworn, deposes and says:

1. That I, John M. Lihvarcik, am the President and Chief Operating Officer  
of Aqua Utilities Florida, Inc.

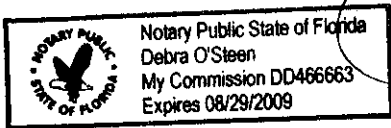
2. That I hereby affirm that the facts stated in Aqua Utilities Florida, Inc.'s  
Application for Approval of Transfer of Cal Clair, Inc. d/b/a Breeze Hill Utility Water  
and Wastewater Systems in Polk County, Florida, and the attached exhibits thereto, are  
true and correct.

3. Further Affiant sayeth not.

  
\_\_\_\_\_  
JOHN M. LIHVARCİK

STATE OF FLORIDA:  
COUNTY OF LAKE:

Subscribed and sworn to before me this 14 day of March, 2008, by  
John M. Lihvarcik, who is personally known to me. FIA DL



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



## EXHIBIT A

**If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors.**

Director:

Nicholas DeBenedictis, 762 West Lancaster Avenue, Bryn Mawr, PA 19010

Officers:

President - Christopher Franklin, 762 West Lancaster Avenue, Bryn Mawr, PA 19010

Vice President - John M. Lihvarcik, 1100 Thomas Avenue, Leesburg, Florida 34749

Vice President and Chief Financial Officer - David P. Smeltzer, 762 West Lancaster Avenue, Bryn Mawr, PA 19010

Vice President and Treasurer - Roy H. Stahl, 762 West Lancaster Avenue, Bryn Mawr, PA 19010

Secretary - Maria Gordiany, 762 West Lancaster Avenue, Bryn Mawr, PA 19010

## **EXHIBIT B**

**A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.**

The sale of the Cal Clair, Inc. d/b/a Breeze Hill Utility water and wastewater assets to AUF ("Buyer") is in the public interest for numerous reasons, the most important of which are as follows:

### **Focus on Water Service**

The Buyer is a wholly-owned subsidiary of Aqua America, Inc. ("Aqua America"), the largest publicly traded water and wastewater utility based in the United States, which provides service to more than 800,000 customers in thirteen states. The proposed acquisition would place the water and wastewater operations of the Breeze Hill water and wastewater systems in the hands of an experienced company and industry leader whose sole focus is the provision of high quality water and wastewater service at reasonable prices. The Buyer will fulfill the commitments, obligations and representations of Breeze Hill with regard to utility matters.

### **Size and Financing Capability**

The Breeze Hill customers will be served by a large, fiscally sound company that has the capability to finance necessary capital additions. To illustrate, as of December 31, 2006, Aqua America's total permanent capitalization was approximately \$1.8 billion. As the Commission is well aware, the need to comply with increasingly stringent water quality and environmental standards, while rehabilitating and replacing aging infrastructure, has created substantial demands for capital investment by water and wastewater utilities. Aqua America has become a leader in the area of infrastructure replacement. This undertaking is critically important, not only to assure high quality water service but also to maintain adequate pressures for fire protection purposes. Given its size, access to capital and its recognized strength in system planning, capital budgeting and construction management, Aqua America and its subsidiaries are uniquely well-positioned to provide high quality water and wastewater service. In addition, because of its outstanding credit quality, Aqua America can access the capital markets on favorable terms.

### **Economies of Scale**

As the largest publicly traded water and wastewater utility system based in the United States, Aqua America enjoys substantial economies of scale and scope through mass purchasing of certain goods (e.g., chemicals and equipment) and the provision of centralized services (e.g., the system-wide administration of employee pension and benefit plans). The acquisition of Breeze Hill systems presents a further opportunity to extend these economies to The Breeze Hill customers in such areas as accounting and record keeping, financial and regulatory reporting, customer billing and accounting and customer service.

**EXHIBIT B**  
**Page 2**

**Commitment to Customer Service**

Aqua America is totally committed to providing its customers with the highest quality service at the lowest price. In addition, Aqua America and its subsidiaries have worked in partnership with State and local officials to address the problems faced by smaller systems that may lack the financial and/or technical resources needed to comply with evolving water quality standards. As part of the Aqua America system, the Breeze Hill properties should be equipped to pursue these opportunities.

## EXHIBIT C

**List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.**

### Aqua Utilities Florida, Inc.

Aqua Utilities Florida, Inc. ("AUF") is a wholly-owned subsidiary of Aqua America. AUF owns and operates the following water and wastewater systems that are subject to Commission jurisdiction:

### AUF Water Systems

#### **Alachua County**

Arredondo Estates  
Arredondo Farms

#### **Bevard County**

Kingswood  
Oakwood

#### **Highlands County**

Lake Josephine  
Leisure Lakes  
Sebring Lakes

#### **Lake County**

Carlton Village  
East Lake Harris  
Fairways/Mt. Plymouth  
Fern Terrace  
Friendly Center  
Grand Terrace  
Haines Creek  
Hobby Hills  
Holiday Haven  
Imperial Mobile Terrace  
JS - 48 Estates  
JS - Kings Cove  
JS - Summit Chase  
Morningview  
Palms MHP

Picciola Island  
Piney Woods  
Quail Ridge  
Ravenswood  
Silver Lake Estate/Western Shores  
Skycrest  
Stone Mountain  
Valencia Terrace  
Venetian Village

**Marion County**

Ocala Oaks

**Orange County**

Tangerine

**Palm Beach**

Lake Osborne

**Pasco County**

Jasmine Lakes  
Palm Terrace  
Zephyr Shores

**Polk County**

Gibsonia Estates  
Lake Gibson Estates  
Orange Hill/Sugar Creek  
Rosalie Oaks  
Village Water

**Putnam County**

Beecher's Point  
Hermits Cove  
Interlachen Lakes  
Palm Port  
Park Manor  
Pomona Park  
River Grove

Silver Lake Oaks  
St. John's Highlands  
Welaka/Saratoga Harbour  
Wootens

**Seminole County**

Chuluota  
Harmony Homes

**Sumter County**

The Woods

**Volusia County**

Jungle Den  
Tomoka/Twin Rivers

**Washington County**

Sunny Hills

AUF Wastewater Systems

**Alachua County**

Arredondo Farms

**Highlands County**

Leisure Lakes

**Lake County**

Fairways/Mt. Plymouth  
Holiday Haven  
JS - Kings Cove  
JS - Summit Chase  
Morningview  
Valencia Terrace  
Venetian Village

**Lee County**

South Seas

**Pasco County**

Jasmine Lakes  
Palm Terrace  
Zephyr Shores

**Polk County**

Lake Gibson Estates  
Rosalie Oaks  
Village Water

**Putnam County**

Beecher's Point  
Palm Port  
Park Manor  
Silver Lake Oaks

**Seminole County**

Chuluota  
FL Central Commerce Park

**Sumter County**

The Woods

**Volusia County**

Jungle Den

**Washington County**

Sunny Hills

Aqua Utilities, Inc.

Aqua Utilities, Inc. (formerly AquaSource Utility, Inc.) is also a wholly-owned subsidiary of Aqua America. Aqua Utilities, Inc. owns and operates water and wastewater systems in Citrus, Sarasota and DeSoto Counties.



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## **EXHIBIT D**

**A copy of the Asset Purchase Agreement, including attachments, by and between Cal Clair, Inc. and Aqua Utilities, Florida, Inc., executed on or about May 29, 2007, is attached hereto.**

## BREEZE HILL ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated May <sup>29</sup>, 2007 between Cal Clair, Inc. d/b/a Breeze Hill Utility, a Florida corporation, with a business address at 3698 Breeze Way, Lake Wales, Florida 33898 ("Seller"), and Aqua Utilities Florida, Inc. a Florida corporation with a business address at 1100 Thomas Ave. Leesburg, FL 34748 ("Buyer" or "Aqua Utilities Florida, Inc.").

### RECITALS

A. Seller is a corporation that owns a water system and a sewer system in a residential community known as Breeze Hill, which is situated in Polk County, Florida.

B. Aqua Utilities Florida, Inc., is a privately owned public utility corporation that furnishes water service and sewer service to the public in various areas of Florida.

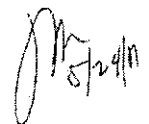
C. Seller desires to sell, and Aqua Utilities Florida, Inc. desires to purchase, the Water System Assets (hereinafter defined) and the Sewer System Assets (hereinafter defined) upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. SALE AND PURCHASE OF THE WATER SYSTEM ASSETS AND THE SEWER SYSTEM ASSETS

#### 1.1 Purchase and Sale

Subject to the terms and conditions hereinafter set forth, Aqua Utilities Florida, Inc. shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to Aqua Utilities Florida, Inc. at the Closing (hereinafter defined) the Water System Assets (hereinafter defined) and the Sewer System Assets (hereinafter defined), free and clear of all liens and encumbrances.

Handwritten signature and date: JM 5/24/07

1.2 Water System Assets Defined

The Water System Assets of Seller ("Water System Assets") are defined to be: all of the assets, properties and rights of Seller (whether tangible, real, personal or mixed), which are held and used in connection with the water supply and distribution system located in Breeze Hill, which is situated in Polk County, Florida, including, without limitation, the assets and rights set forth in Schedule 1.2 of this Agreement.

Notwithstanding the foregoing, the Water System Assets shall not include any of the following:

- a. customer service lines that run from the curb stop area to the residences.
- b. piping and fixtures internal to the residences.
- c. generator.

1.3 Sewer System Assets Defined

The Sewer System Assets of Seller ("Sewer System Assets") are defined to be: all of the assets, properties and rights of Seller (whether tangible, real, personal or mixed), which are held and used in connection with the Sewer System located in Breeze Hill, which is situated in Polk County, Florida, including, without limitation, the assets and rights set forth in Schedule 1.3 of this Agreement. Notwithstanding the foregoing, the Sewer System Assets shall not include any of the following:

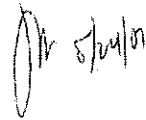
- a. customer service lines that run from the curb clean-out area to the residences.
- b. piping and fixtures internal to the residences.
- c. generator.

1.4 Real Estate Defined

The Real Estate shall mean the land described as follows:

All that part of Tract A of WALK IN THE WATER VILLAGE UNIT ONE according to the plat thereof recorded in Plat Book 64, Page 39 of the Public Records of Polk County, Florida, LESS AND EXCEPT that part lying East of a line lying 154.00 feet East of and parallel with the East boundary of Lot 27 of WALK IN THE WATER VILLAGE UNIT ONE.

AND



Commence at the Northwest corner of Section 32, Township 30 South, Range 29 East, Polk County, Florida, thence run on an assumed bearing of North 89° 22' 30" East 625.92 feet along the North line of said section; thence South 00° 16' 17" East 50.31 feet to the Point of Beginning; thence South 00° 16' 17" East 207.82 feet; thence South 56° 13' 58" West 244.67 feet to a point on the Northeasterly right-of-way line of Walk-in-Water Road, thence North 43° 50' 22" West 164.36 feet along said right-of-way; thence North 51° 24' 05" East 23.88 feet; thence North 00° 45' 25" West 208.02 feet; thence North 89° 33' 02" East 300.34 feet, returning to the Point of Beginning.

TOGETHER WITH an easement for utilities over and across the following described property:

Commence at the Northwest corner of Section 32, Township 30 South, Range 29 East, Polk County, Florida; thence run along the North line of said Section 32, on an assumed bearing of North 89° 22' 30" East 625.92 feet; thence South 00° 16' 17" East 258.13 feet, thence South 56° 13' 58" West, 244.67 feet to the Northeasterly right-of-way line of Walk-in-Water Road for the Point of Beginning; thence South 43° 50' 22" East, 1035.49 feet along said right-of-way line to the Southwesterly corner of Lot 1 at Walk-in-Water Village, Unit Three, as recorded in Plat Book 73, page 14, of the public records of Polk County, Florida, thence North 46° 09' 38" East 25.00 feet along the Northwesterly boundary line of said Lot 1; thence North 43° 50' 22" West, 1031.05 feet; thence South 56° 13' 58" West 25.39 feet returning to the Point of Beginning.

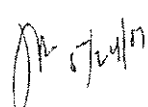
#### 1.5 Accounts Receivable and Billing Procedure

Prior to the Closing Date, Seller shall provide to Aqua Utilities Florida, Inc. a copy of Seller's file containing the names and addresses and account balances of Seller's customers. All accounts receivable of the Seller shall remain the property of the Seller. Seller shall be entitled to retain and/or collect any amounts paid by customers for water and sewer service provided in the calendar month in which the Closing occurs, without adjustment. Aqua Utilities Florida, Inc. shall be entitled to bill customers for water and sewer service provided in the period beginning of the first of the month following the month in which the Closing occurs.

#### 1.6 Purchase Price; Deposit; Payment

The purchase price for the Water System Assets and the Sewer System Assets is Ninety-Five Thousand Dollars (\$95,000.00) (the "Purchase Price"). Within two (2) business days of the after the Effective Date (hereinafter defined) Buyer shall deposit Ten Thousand Dollars (\$10,000.00) (the "Deposit") with Sharit, Bunn & Chilton, P.A. ("Escrow Agent"). At Closing Buyer shall tender all remaining amounts due under the terms of this Agreement. All amounts required to be paid hereunder shall be paid to Escrow Agent in cash, cashiers check, certified check or via wire transfer.

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1.7 Non-Assumption of Liabilities

All liabilities and obligations of Seller shall remain the sole responsibility of Seller. Aqua Utilities Florida, Inc. shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever whether express or implied, fixed or contingent, known or unknown.

2. CLOSING

2.1 Closing Date, Place and Time

Closing hereunder (the "Closing") shall take place at the offices of Escrow Agent, located at 99 Sixth Street, S.W., Winter Haven, Florida and commence at 10:00 a.m. local time. The date of the Closing is referred to herein as the "Closing Date." The Closing Date shall be June 15, 2007 unless otherwise agreed to in writing by the Parties. . The effective time of the Closing shall be 12:01 a.m. on the day following the Closing Date.

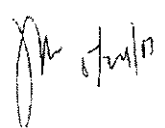
2.2 Items to be delivered at Closing

At Closing and subject to the terms and conditions herein contained, Seller shall deliver to Aqua Utilities Florida, Inc. all title, assets, properties and rights to the Water System Assets and the Sewer System Assets, including, without limitation, the following:

a. A Bill of Sale and Assignment, and other instruments and documents of conveyance and transfer, all in form reasonably satisfactory to Aqua Utilities Florida, Inc. and its counsel, as shall be necessary and effective to transfer and assign to, and vest in, Aqua Utilities Florida, Inc. good and marketable title to the Water System Assets and the Sewer System Assets, with warranty of title;

b. Such easements as Seller holds (which will be transferred via an assignment or grant, as the appropriate to the situation), in a form reasonably satisfactory to Aqua Utilities Florida, Inc. and its counsel, for the source of supply, any and all water mains and related facilities, and for access to and the use and maintenance and operation of the Water System Assets and for pumping stations, sewer mains and related facilities, and for access to and the use and maintenance and operation of the Sewer System Assets;

c. To the extent Seller is in a position to give such an easement, a blanket easement over all real property constituting Breeze Hill for utility use, and for security fencing that may be installed by Aqua Utilities Florida, Inc. subsequent to Closing. All easements will contain



customary and reasonable provisions for restoration of land and indemnification of Seller against loss;

d. Copies, or the originals, where appropriate, of all agreements, contracts, commitments, leases, plans, bids, quotations, proposals, instruments belonging to the Seller that are part of or related to the Water System Assets and the Sewer System Assets;

e. A certificate, in a form and substance satisfactory to Aqua Utilities Florida, Inc. , executed by Seller confirming that any and all contracts between Seller and any other entity have been satisfied and that no claims exist relating to these contracts;

f. A complete and accurate list of the names, addresses, and billing addresses of all customers and lot owners;

g. Keys to any and all facilities identified as Water System Assets and the Sewer System Assets; and simultaneously with such delivery, all such steps shall be taken as may be required to put Aqua Utilities Florida, Inc. in actual possession and operating control of the Water System Assets and the Sewer System Assets, to include transfer of all permits to Aqua Utilities Florida, Inc. at Closing.

h. A special warranty deed conveying fee simple title to the Real Estate.

i. Any and all documents necessary to transfer all required permits issued by any regulatory agency, including all federal, state and local permits.

j. A certificate of good standing showing Seller to be in good standing with the State of Florida.

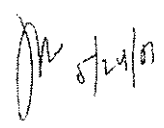
### 2.3 Transfer of Utilities

The parties will cooperate to transfer utility service, including, but not limited to, telephone and electric, as of the Closing Date. In the event service cannot be transferred in the name of Aqua Utilities Florida, Inc. as of the Closing Date, the bills shall be pro-rated as of the Closing Date.

## 3. INSPECTION PERIOD

Buyer shall have a period of ten (10) days from and after the Effective Date to inspect the Water System Assets and the Sewer System Assets (the "Inspection Period"). If Buyer determines, in Buyer's sole discretion, that the Water System Assets and the Sewer System Assets are not acceptable to Buyer, or Buyer decides not to consummate the transaction

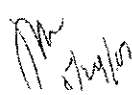
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contemplated herein for any reason or for no reason at all, then Buyer may terminate this Agreement by delivering written notice to Seller on or before 5:00 PM on the last day of the Inspection Period. If Buyer fails to provide written notice to Seller of Buyer's termination of this Agreement on or before 5:00 PM on the last day of the Inspection Period, then Buyer will be deemed to have approved the Water System Assets and the Sewer System Assets and they, along with all other property of any nature whatsoever transferred from Seller to Buyer in connection with this Agreement shall be accepted by Buyer in "As Is" condition and without any warranty of any kind whatsoever. If Buyer gives Seller written notice of its termination of this Agreement prior to 5:00 PM on the last day of the Inspection Period this Agreement will be deemed terminated as of the expiration of the Inspection Period, the Deposit shall be returned to Buyer, and the parties shall have no further obligations to each other except as provided herein. Seller hereby grants Buyer, from the Effective Date through the end of the Inspection Period the right, license, permission and consent for Buyer and Buyer's agents, representatives, employees and independent contractors to enter upon the Real Estate for the purposes of performing tests, studies, investigations and analysis thereon, related to Buyer's inspection of the Water System Assets and the Sewer System Assets. Buyer shall indemnify and hold Seller harmless from and against any damages that may be incurred by Seller as a result of the actions by Buyer, its agents, representatives, employees and independent contractors pursuant to this provision. This right to indemnification shall survive Closing or the termination of this Agreement for any reason whatsoever. Buyer shall not cause any liens to be placed of record on the Water System Assets, the Sewer System Assets or the Real Estate and shall keep the Water System Assets, the Sewer System Assets and the Real Estate free and clear of any liens which could result from or arise out of Buyer's inspection. In the event Buyer terminates this Agreement for any reason, Buyer agrees to promptly refill holes dug and otherwise to repair any damage to the Water System Assets, the Sewer System Assets and/or the Real Estate caused as a result of its inspection activities.

#### 4. INDEMNIFICATION

Seller hereby acknowledges that, following the effective time of Closing, Aqua Utilities Florida, Inc. shall be responsible for the provision of water service and sewer service to the customers of Seller. Other than the future provision of water service and sewer service, Aqua Utilities Florida, Inc. does not and shall not assume or incur any liability or obligation of Seller of any nature whatsoever, express or implied, fixed or contingent, known or unknown. Seller shall indemnify and hold harmless Aqua Utilities Florida, Inc. and Aqua Utilities Florida, Inc. officers, employees and agents from and against all liabilities and obligations of Seller and from and against any and all claims, actions, judgments and fines related to the Water System Assets and the Sewer System Assets to the extent such claims, actions, judgments and fines involve activities or events that occurred or originated prior to the effective time of Closing.





5. COVENANTS AND ACKNOWLEDGMENTS

5.1. Aqua Utilities Florida, Inc. may install backup generators and security fencing where it deems appropriate after the Closing Date, subject to approval of the Seller as to locations(s) of the security fencing, which approval will not be unreasonably withheld.

5.2. Seller will support Aqua Utilities Florida, Inc.'s application(s) to the Florida Public Service Commission and/or the Florida Department of Environmental Protection, and will assist with the transfer of any and all permits.

5.3. Aqua Utilities Florida, Inc. shall operate the Water System Assets and the Sewer System Assets after the Closing Date.

6. GENERAL PROVISIONS

6.1 Notices

All notices, requests, demands, waivers, consents, approvals or other communications which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding the lack of actual receipt by the addressee) (a) upon hand delivery, (b) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, (c) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, Federal Express or Airborne), or (d) upon delivery of a facsimile transmission which is confirmed on the sender's facsimile machine as having been sent to the recipient at the proper telecopy number, addressed to the party to whom notice is intended to be given at the address set forth below:

If to Seller:  
Cal Clair, Inc. D/b/a Breeze Hill Utility  
1686 Coates Road W.  
Port Perry, Ontario L9L1B3 Canada  
Attn: Calvin C. Blake  
Telephone:(905) 985-4568  
Facsimile:(905) 644-4097

With a Required Copy to:  
Robert J. Stambaugh, Esq.  
99 6<sup>th</sup> Street, SW  
Winter Haven, FL 33880  
Telephone: (863) 293-5000  
Facsimile: (863) 293-2091

If to Buyer:  
Aqua Utilities Florida, Inc.  
1100 Thomas Ave.  
Leesburg, FL 34748

With a Required Copy to:  
Aqua Utilities Florida, Inc.  
762 West Lancaster Avenue  
Bryn Mawr, Pennsylvania 19010

Attn: John M. Lihvarcik  
Telephone: 352.435.4028  
Facsimile: 352.787.6333

Attn: Deputy General Counsel  
Telephone: 610.645.1068  
Facsimile: 610.520.9127

It is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified. Any party hereto may, at any time by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

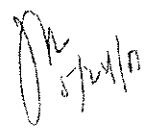
Any notice shall be in writing and shall be deemed given if: (i) hand delivered sent by certified mail, return receipt requested where the receipt of which is confirmed by a telephone conversation, or delivered personally, or sent by overnight delivery service or registered or certified mail, postage prepaid, return receipt requested, as follows:

#### 6.2 Closing Costs; Net Amount Due Seller

Buyer shall pay each and every cost, charge and expense associated with this transaction including without limitation: (i) all sales, transfer or use taxes; (ii) transfer and license charges; (iii) recording costs; (iv) title insurance expenses; and (v) Seller's reasonable attorneys' fees and related costs (it being agreed that an attorneys' fee of \$5,000.00 shall be deemed reasonable). Seller and Buyer agree that the net amount that will be paid to Seller at the Closing shall be \$95,000.00.

#### 6.3 Governing Law; Venue; Attorneys' Fees

This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for any action hereunder shall lie exclusively in the courts located in Polk County, Florida. Neither party shall, and each party hereby waives any right to remove any action arising under this Agreement to any other court or venue whether on the basis of forum non conveniens or any other basis. In the event litigation is required by either party to enforce the terms of this Agreement or in the event of any dispute between the parties relative to this Agreement, the prevailing party in such action shall in addition to all other relief granted by the court, be entitled to judgment for a reasonable attorneys fees and paralegals' fees and costs incurred by reason of such action and all costs of suit and those incurred in arbitration, at trial, on appeal and in bankruptcy. This paragraph shall survive any termination of this Agreement and the Closing.

Handwritten signature and date: 5/24/07

6.4 Entire Agreement; Modification; Integration Clause; Effective Date

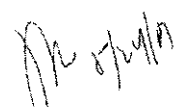
This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among any or all of the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. The "Effective Date" shall mean the date the last of Seller or Buyer signs this Agreement.

6.5 Default and Remedies

6.5.1 Seller's Default. If Seller fails to fully and timely perform any of its obligations hereunder not due to Buyer's default and such failure continues for five (5) days following notice thereof in writing from Buyer, then Buyer may, at its option: (a) terminate this Agreement by written notice to Seller and thereupon receive the return of the Deposit plus the sum of One Hundred Dollars (\$100.00) as the agreed upon liquidated damages and not as a penalty; (b) grant, from time to time, such extensions of time as Buyer deems proper under the circumstances without thereby waiving any other remedy permitted in this Agreement; or (c) pursue specific performance and, in connection therewith, to pursue an injunction prohibiting Seller from conveying the Water System Assets and the Sewer System Assets to any third party, as well as monetary damages up to a maximum of \$100.00 and other remedies as set forth in Section 6.3. Buyer waives the right to seek or obtain any remedies or damages other than as specifically provided for in this paragraph. The parties agree and stipulate that, as of the Effective Date, the exact amount of damages would be extremely difficult to ascertain, and that the amount stated herein constitutes a reasonable and fair approximation of such damages and is not a penalty. Buyer expressly waives any and all remedies, at law or in equity, against Seller, except as expressly provided in this paragraph.

6.5.2 Buyer's Default. If Buyer fails to fully and timely perform any of its obligations hereunder not due to Seller's default and such failure continues for ten (10) days following notice thereof in writing from Seller, then Seller may, at its option and as Seller's sole and exclusive remedy for Buyer's default terminate this Agreement by further written notice to Buyer, in which event Seller may receive and retain the Deposit as the agreed upon liquidated damages and not as a penalty; and the parties shall have no further liability under this Agreement except as expressly provided herein, including without limitation the remedies as set forth in Section 6.3. Seller hereby waives all other remedies, including without limitation any other claim for monetary damages and the right to enforce specific performance of this Agreement.

6.6 Binding Effect



All terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of the Seller or Aqua Utilities Florida, Inc.

6.7 Schedules

All of the Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

6.8 Survival

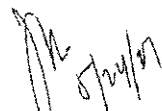
The terms and conditions of this Agreement shall survive Closing.

6.9 Representation by Counsel; Construction

Each party acknowledges and represents to the other that it has been represented by legal counsel in connection with the preparation and execution of this document and related documents, and each party therefore acknowledges and agrees that any rule of construction or interpretation of language against the drafting party shall not be applicable to this document or any related document.

6.10 Escrow Agent

The law firm of Sharit, Bunn & Chilton, P.A. shall serve as the Escrow Agent. In the event of any dispute under this Agreement, the Escrow Agent shall have the right to interplead the deposits, less the amount of Escrow Agent's costs and expenses reasonably incurred to obtain an order of interpleader, including reasonable attorneys fees, into the registry of any court of competent jurisdiction. The interpleading of said deposits, less the amount of Escrow Agent's costs, expenses and attorneys' fees reasonably incurred to obtain an order of interpleader into the registry of the court shall release the Escrow Agent from any further or continuing liability with respect to the disposition of such deposits. Escrow Agent shall exercise ordinary care with respect to the custody and delivery of the deposits and any other duties of Escrow Agent under this Agreement. Escrow Agent will not be liable for any act or omission that is undertaken in good faith and with ordinary care. Without limitation, Escrow Agent may assume, without verification, the genuineness of any signatures on any writings that are regular on their face and may maintain the deposits in a federally insured, commingled trust account. Escrow Agent will not be liable for any act, omission, or failure of the depository institution unless specifically authorized or directed by Escrow Agent. No provision of this Agreement by itself authorizes recovery of monetary damages, costs, expenses, or attorneys fees from or against Escrow Agent. Escrow Agent will have a reasonable period of time to comply with all further instructions

Handwritten signature and date: 5/24/07

received pursuant to this Agreement, which in all events will be not less than five (5) working days. Escrow Agent's sole duty of collection with respect to any instrument payable to Escrow Agent is to present such instrument promptly for payment and to advise the parties promptly if it is not then collected in the ordinary course of banking business. Escrow Agent shall not be responsible for the performance of any financial institution into which the deposits are deposited. Buyer acknowledges and agrees that Sharit, Bunn & Chilton, P.A. is Seller's attorney, and that its status as Escrow Agent shall not disqualify it from acting as Seller's attorney with regard to this transaction, or any dispute or litigation arising from or concerning this transaction or this Agreement, including, without limitation, a dispute with regard to the deposits.

#### 6.11 Assignment

Buyer may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, and any unauthorized assignment of this Agreement by Buyer will be of no effect and will be an event of default hereunder.

#### 6.12 Counterparts: Facsimile Signature


This Agreement may be executed in counterparts. A facsimile copy of the signature page and signature on behalf of each party shall be effective as an original signature for purposes of showing the execution of this document.

6.13 Regulatory Approval Contingency. The sale of assets contemplated by this Agreement is subject to and contingent upon the approval of the Florida Public Service Commission upon terms and conditions reasonably acceptable to Aqua Utilities Florida as to such approval; however, as provided in Section 367.071, Florida Statutes, the parties desire to close the transaction in advance of the Commission's approval. In the event that the FPSC determines that the sale and transfer of the Water System Assets and the Waste Water System Assets is not in the public interest and that Aqua Utilities Florida will not fulfill the commitments, obligations, and representations of the utility, and, therefore, the FPSC denies such transfer, or in the event that the FPSC approves the sale and transfer of the Water System Assets and the Waste Water System Assets upon terms and conditions not reasonably acceptable to Aqua Utilities Florida, then the Water System Assets and the Waste Water System Assets shall be repurchased by Seller via the same means and at the same Purchase Price as the Water System Assets and the Waste Water System Assets were purchased by Aqua Utilities Florida pursuant to this Agreement. Seller agrees that in the event of such repurchase, Seller will reimburse Aqua Utilities Florida for all capital expenditures made for the improvement to the Water System Assets and/or the Waste Water System Assets, provided such expenditures were necessary to maintain the assets in good working order or to comply with any legal requirement.

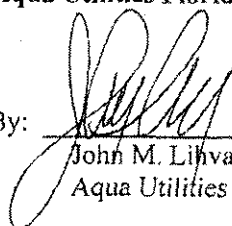
*Handwritten signature and date: 5/24/07*

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first above written.

**Cal Clair, Inc. D/b/a Breeze Hill Utility**

By: 

**Aqua Utilities Florida, Inc., INC.**

By:   
John M. Lihvarcik, President & COO  
Aqua Utilities Florida, Inc.

Schedule 1.1

## Water System

List of AssetsI. PRODUCTION FACILITIES

- A. One (1) functioning well one hundred thousand (100,000 GPD) rated with treatment buildings and associated pumping/electrical/mechanical equipment and other related equipment;
- B. One five thousand (5,000) gallon storage tank; and
- C. One (1) car port with pad for storage of misc. items.

II. DISTRIBUTION SYSTEM

- A. All water mains, and related appurtenances, situated within any and all private roadways within and Breeze Hill subdivision and any other proposed roads that may extend from these roads;
- B. All water mains, and related appurtenances that extend beyond the limits of the roads referenced in "A" above;
- C. Valves, fittings, five (5) fire hydrants, backflow prevention devices and blow-offs;
- D. A minimum of 123 company service lines from the water main to the curb or edge of road;
- E. A minimum of 123 customer accounts associated with "D" above; and
- F. A minimum of 123 meters, each of which would be situated on the individual customer service lines connected to the services referenced in "D" above.

III. MISCELLANEOUS

- A. Billing records;
- B. Maps and Records of the distribution system and major components;
- C. Any and all files relating to the Assets; and
- D. Permits

Schedule 1.2

Waste Water System

List of Assets

I. TREATMENT FACILITIES

i. Sewage treatment plant forty thousand (40,000 GPD) and related facilities, piping, discharge line(s), tank(s) and equipment.

II. COLLECTION SYSTEM

i. All collection and/or force mains and related appurtenances located within Breeze Hill and any other existing and/or proposed roads that may extend from the roads referenced herein;

ii. All existing collection and/or force mains located outside of any public roads enumerated above in "i;"

iii. Any other components of that are part of the collection system;

iv. A minimum of 123 company sewer laterals from the main to the curb or edge of road; and

v. A minimum of one-hundred 123 customer accounts.

vi. One (1) lift station located next to sewer plant

III. MISCELLANEOUS

1. Billing records;
2. Maps of the system; and
3. Permits.




**ACTION TAKEN BY  
STOCKHOLDERS AND BOARD OF DIRECTORS  
OF CAL CLAIR, INC.  
WITHOUT A MEETING**

The undersigned, being all of the Stockholders and all of the members of the Board of Directors of Cal Clair, Inc., a Florida corporation, hereby takes the following written action in lieu of holding a meeting regarding same, all pursuant to the terms of Sections 607.0704 and 607.0821, Florida Statutes:

RESOLVED, that the contract between the corporation and Aqua Utilities Florida, Inc., a copy of which is attached hereto, is ratified, affirmed and approved; and

FURTHER RESOLVED, that the President of the corporation is authorized to execute any and all documents whatsoever, including without limitation, deeds, affidavits, closing statements, necessary and/or appropriate in connection with the sale of the real property described in said contract.

Dated June 12, 2007.

  
\_\_\_\_\_  
Calvin C. Blake, President, Director and  
Sole Stockholder

## **EXHIBIT E**

**A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.**

AUF has been advised by the accountant for the Seller that the Seller has not paid regulatory assessment fees for which the Seller is responsible for the period of January 1, 2007 through May 29, 2007.

## **EXHIBIT F**

### **A statement describing the financing of the purchase.**

The purchase of the Breeze Hill water and wastewater systems was financed through the use of short-term funds from AUF's parent, Aqua America, Inc.

## EXHIBIT G

**A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent of ownership interest in the utility.**

The transaction was funded by the parent, Aqua America, with short term debt. The amount of funding for the transaction was \$95,000. The parent's statement is available at [www.aquaamerica.com](http://www.aquaamerica.com).

## EXHIBIT H

**The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.**

Rate base was last established by the Commission in Order No. PSC-02-1114-PAA-WS issued August 14, 2002. Rate base as of December 31, 2006 is \$104,214.

## **EXHIBIT I**

**A statement setting forth the reasons for an acquisition adjustment, if one is requested.**

Not applicable.

## **EXHIBIT J**

**A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.**

Copies of Cal Clair, Inc.'s federal income tax returns were made available to the Buyer for review at Breeze Hill's main office.

## **EXHIBIT K**

**A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection.**

After reasonable investigation, Aqua Utilities has determined that, with the exception of specific items noted below, the systems acquired from Cal Clair, Inc. were and are in satisfactory condition and are in compliance with all applicable standards set by the Florida Department of Environmental Protection ("FDEP"), and do not have any outstanding Notices of Violation or Consent Orders with the FDEP.



## **EXHIBIT L**

**An affidavit that the notice of actual application was given in accordance with Section 367.045(1), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail.**

Exhibit L will be a late-filed exhibit.

## **EXHIBIT M**

**An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred.**

Exhibit M will be a late-filed exhibit.

## **EXHIBIT N**

**Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit.**

Exhibit N will be a late-filed exhibit.

## **EXHIBIT O**

**Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.**



Aqua America, Inc.  
762 W Lancaster Avenue  
Bryn Mawr, PA 19010

Christopher P. Luning, Esquire  
Vice President and  
Deputy General Counsel

T: 610.645.1068  
F: 610.520.9127  
cpluning@aquaamerica.com  
www.aquaamerica.com

July  
June 12, 2007

Eileen Christian, Esquire  
18<sup>th</sup> and Arch Street  
Two Logan Square, Suite 1101  
Philadelphia, PA 19103

Re: Acquisition of Assets of Cal Clair, Inc. in Polk County, Florida

Dear Eileen,

On June 15, 2007 we closed on acquisition of a small system in Florida. In it, we received several documents that need to be recorded in Polk County.

Specifically, enclosed please find the following original documents:

1. Assignment and Grant of Easements, Rights of Way and Other Property from Cal Clair, Inc. to Aqua Utilities Florida, Inc.
2. Special Warranty Deed dated June 14, 2007 by and between Cal Clair, Inc. and Aqua Utilities Florida, Inc.
3. Affidavit of Calvin C. Blake, President of Cal Clair, Inc. as to the title to and possession and enjoyment of the property.
4. The Bill of Sale of Water and Wastewater System Assets by Cal Clair, Inc, d/b/a Breeze Hill Utility to Aqua Utilities Florida, Inc. and,
5. Florida Department of Revenue Return for Transfers of Interest in Real Property Document.

Kindly have these documents filed in the Polk County recorders office and return time stamped copies to me at your convenience also, please let me know what fees are associated with these filings?

Should you have any questions please do not hesitate to contact me.

Very truly yours,  
  
Christopher P. Luning

CPL/pm

Cc: Jack Lihvarcik  
Carl Smith

(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) →

303229000000033030

2. Mark (x) all that apply

Multi-parcel transaction? →

Transaction is a split or cutout from another parcel? →

Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller).

Corporate Name (if applicable) CAL CLAIR, Inc. P.O. Box 1408 LAKEWALKS FL 33899

4. Grantee (Buyer).

Corporate Name (if applicable) AQUA UTILITIES, Inc. 1100 Thomas Ave. Leesburg FL 34798

5. Date of Sale/Transfer

06/14/2007

Sale/Transfer Price

95000.00

Property Located In

63

County Code (County Codes on Reverse)

6. Type of Document

Contract/Agreement for Deed  Other  Warranty Deed  Quit Claim Deed

7. Are any mortgages on the property? If "yes" outstanding mortgage balance

YES  / NO  \$ 00.00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES  / NO

9. Was the sale/transfer financed? YES  / NO  If "Yes", please indicate type or types of financing:

Conventional  Seller Provided  Agreement or Contract for Deed  Other

10. Property Type:

Residential  Commercial  Industrial  Agricultural  Institutional/Miscellaneous  Governmental  Vacant  Acreage  Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes" please state the amount attributable to the personal property. (Round to the nearest dollar.)

YES  / NO  \$ 00.00

12. Amount of Documentary Stamp Tax

665.00

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES  / NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent

Date

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA

(To be completed by the Clerk of the Circuit Court's Office)

Clerks Date Stamp

O. R. Book and Page Number and File Number

00000000000000000000

Date Recorded

00/00/00

THE FLORIDA DEPARTMENT OF REVENUE IS REQUIRED, BY LAW, TO PERIODICALLY REVIEW COUNTY ASSESSMENT ROLLS. AS A PART OF THIS REVIEW, THE DEPARTMENT COLLECTS DATA AND INFORMATION RELATING TO REAL ESTATE TRANSACTIONS FOR ESTIMATES OF MARKET VALUE. THE DATA PROVIDED WILL BE USED IN THE ROLL REVIEW PROCESS.

AS A CONDITION OF RECORDATION OF ANY DEED TRANSFERRING AN INTEREST IN REAL PROPERTY, THIS RETURN MUST BE COMPLETED BY THE GRANTOR, GRANTEE OR GRANTEE'S AGENT, PURSUANT TO SECTION 201.022, FLORIDA STATUTES, AND ACCOMPANY EACH DOCUMENT TRANSFERRING AN INTEREST IN FLORIDA REAL PROPERTY WHEN PRESENTED TO THE CLERK OF THE CIRCUIT COURT FOR RECORDATION. TAX IS COMPUTED AT THE RATE OF 70¢ PER \$100.00 CONSIDERATION ROUNDED UP TO THE NEAREST HUNDRED

THIS RETURN SHALL NOT BE RECORDED, AND SHALL NOT BECOME A PUBLIC RECORD. IT SHALL BE CONFIDENTIAL AS PROVIDED BY S. 193.074, FLORIDA STATUTES

PENALTY AND INTEREST

A PENALTY IS IMPOSED UNDER s 201.17(2)(b), FLORIDA STATUTES, EQUAL TO 10 PERCENT OF ANY UNPAID TAX IF THE FAILURE IS NOT MORE THAN 30 DAYS, WITH AN ADDITIONAL AMOUNT OF 10 PERCENT FOR EACH ADDITIONAL 30 DAYS OR FRACTION THEREOF, UP TO 50 PERCENT OF THE UNPAID TAX. INTEREST OF 1 PERCENT PER MONTH SHALL BE CHARGED BASED UPON THE AMOUNT OF TAX DUE FROM THE DATE OF RECORDATION UNTIL THE TAX IS PAID.

GENERAL INSTRUCTIONS BY LINE NUMBER

- 1. PARCEL IDENTIFICATION NUMBER: This number is assigned to property by the local county Property Appraiser. If unable to locate PARCEL ID number on a notice of Proposed Property Taxes or a Tax Bill call the County Property Appraiser's Office. The Department of Revenue does not have access to PARCEL ID Numbers.
2. MULTI-PARCEL TRANSACTION: Means there was more than one (1) parcel included in the transaction. Only one (1) PARCEL ID number is required for line 1. SPLIT/CUTOUT - is transfer/sale a portion of another parcel. IMPROVED PROPERTY: Is property that includes items like buildings, wells, septic tanks, paving, fences, pools, etc.
3. GRANTOR: Person(s) relinquishing interest in the property. If there are multiple names, list one name then use "ET. AL."
4. GRANTEE: Person(s) gaining interest in property as a result of sale/transfer. If there are multiple names, list one name then use "ET. AL."
5. DATE OF SALE/TRANSFER: Date Transaction took place
SALE/TRANSFER PRICE: To be computed below

COUNTY CODES TO BE USED IN QUESTION 5.

Table listing county codes for Florida counties: ALACHUA, BAKER, BAY, BRADFORD, BREVARD, BROWARD, CALHOUN, CHARLOTTE, CITRUS, CLAY, COLLIER, COLUMBIA, DADE, DE SOTO, DIXIE, DUVAL, ESCAMBIA, FLAGLER, FRANKLIN, GADSDEN, GILCHRIST, GLADES, GULF, HAMILTON, HARDEE, HENDRY, HERNANDO, HIGHLANDS, HILLSBOROUGH, HOLMES, INDIAN RIVER, JACKSON, JEFFERSON, LAFAYETTE, LAKE, LEE, LEON, LEVY, LIBERTY, MADISON, MANATEE, MARION, MARTIN, MONROE, NASSAU, OKALOOSA, OKEECHOBEE, ORANGE, OSCEOLA, PALM BEACH, PASCO, PINELLAS, POLK, PUTNAM, ST. JOHN'S, ST. LUCIE, SANTA ROSA, SARASOTA, SEMINOLE, SUMTER, SUWANNEE, TAYLOR, UNION, VOLUSIA, WAKULLA, WALTON, WASHINGTON.

FOR USE BY TAXPAYER IN DETERMINING SALE PRICE
1. Cash or Down Payment \$
2. New Or Existing Mortgages or agreements or contracts for deeds \$
3. Any Other Consideration given or exchanged \$
4. Total Consideration Paid or to Be Paid (Line 5 Front) \$
5. If taxable consideration is \$100 or less or if the transaction is exempt, please explain briefly.

- 6. TYPE OF DOCUMENT: Please mark the box that applies to the type of deed or document used in transaction "Other" needs no explanation.
7. MORTGAGES: Self Explanatory
8. UNUSUAL CIRCUMSTANCES OR CONDITIONS: Unusual to mean any transaction that is not a straight sale without duress to either party.
9. WAS SALE/TRANSFER FINANCED? Self Explanatory.
10. PROPERTY TYPE AT TIME OF SALE: Self Explanatory. If in doubt call County Property Appraiser's office. Check all those that apply.
11. UNUSUAL PERSONAL PROPERTY INCLUDED IN THE SALE: Any items other than appliances, floor coverings, window dressings which are normally sold with a residence. If actual value not known please estimate.
12. AMOUNT OF DOCUMENTARY STAMPS AFFIXED TO DOCUMENT: Documentary Stamp Tax is computed at the rate of 70¢ per \$100.00 of Sale/Transaction price rounded up to the nearest hundred. Clerks office will affix stamps. (Dade County is 50¢)

13. EXEMPTION under s. 201.02(6) F.S., includes governmental entities, water management districts and non-profit organizations whose purpose is the preservation of Natural Resources and who is exempt from Federal Income tax

\*BE SURE RETURN IS SIGNED.
\*DEED AND DEED ARE TO BE SUBMITTED TO THE RECORDING SECTION OF THE CLERK OF THE CIRCUIT COURT'S OFFICE. DO NOT SEND TO THE DEPARTMENT OF REVENUE

\*IF YOU HAVE ANY QUESTIONS REGARDING THE COMPLETION OF THIS FORM, PLEASE CALL THE DEPARTMENT OF REVENUE AT 1-800-FLA-DOR1 (1-800-352-3671) OR (850)922-4828

**ASSIGNMENT AND GRANT OF EASEMENTS, RIGHTS OF WAY AND OTHER PROPERTY**

**CAL CLAIR, INC.**

Grantor

**TO**

**AQUA UTILITIES FLORIDA, INC.**

Grantee



**ASSIGNMENT AND GRANT OF EASEMENTS, RIGHTS OF WAY AND OTHER PROPERTY**

**THIS ASSIGNMENT** is made this 14<sup>th</sup> day of June, 2007, between **CAI CLAIR, INC.** ("Grantor"), a Florida corporation, and **AQUA UTILITIES FLORIDA, INC.**, a Florida corporation ("Grantee").

**WHEREAS**, pursuant to the Asset Purchase Agreement dated May 29, 2007, by and between the Purchaser and the Seller (the "Agreement"), and a Bill of Sale and Assignment dated contemporaneously herewith, the Grantor has, granted, sold, conveyed, assigned, transferred, set over and vested in Grantee, its successors and assigns, all of Grantor's right, title and interest in the "Water System Assets" and the "Sewer System Assets", as both are defined in the Agreement, including but not limited to all of the assets, properties and rights of which are held, used or useful in collecting, distributing, pumping or treating water and/or wastewater or in providing water and/or wastewater service for the public.

**WITNESSETH**, that Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, and other valuable consideration, unto it well and truly paid by Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has assigned, granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does assign, grant, bargain, sell, alien, enfeoff, release and confirm unto Grantee, its successors and assigns:

Grantor's right, title and interest in and to any and all; (a) those certain rights of way, easements, licenses, leases and other rights of way and interests owned by Grantor which are rights in real property related to the provisions of water withdrawal, wastewater treatment, collection, treatment and service (collectively, "Easements"); (b) any and all water and wastewater pipes, mains and facilities located within any of the Easements that are related to or used in the provision of water service to the public, (c) those water and wastewater mains and facilities that may be located in private property without written instruments where rights may have arisen from the passage of time, the operation of law or otherwise but which have not been judicially determined to exist, and, (d) all rights to easements that may be shown on subdivision or development plans to the extent necessary to permit Grantee the full use and enjoyment of the Water System Assets and the Sewer System Assets [(a) - (c) being herein referred to as the "Premises"] together with Grantor's rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in and otherwise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever in and to the same and every part of said Premises;

**TOGETHER WITH** all of Grantor's occupancy rights and privileges to use, maintain, replace and repair all water and wastewater pipes and mains and appurtenant facilities located in the public rights-of-way of State highways and County and/or Township roads.

**TOGETHER WITH** the rights of ingress, egress and regress to and from said Easements, water mains and appurtenances, at any and all times for the purpose of operating the Assets and laying, relaying,

installing, operating, inspecting, maintaining, repairing, altering, removing, renewing and replacing the Assets and their appurtenances, together with the right to move in and use such equipment and material as may be required to accomplish the foregoing, subject to the obligation of Grantee, after laying said water mains and appurtenant facilities and after any subsequent maintenance, repair, alteration, removal or replacement of the Assets by it or them to restore the surface of the ground disturbed as nearly as practicable to its contour and condition prior to such disturbance thereof;

**TO HAVE AND TO HOLD** the Easements and Premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, to and for the only proper use and behoof of the Grantee, its successors and assigns, forever.

This Assignment and Grant shall inure to the benefit of and shall be binding upon Grantor, its successors and assigns, and Grantee, its successors or assigns.

**IN WITNESS WHEREOF** the Grantor has caused this Assignment and Grant to be duly executed the day and year first above written.

CAL CLAIR, INC.  
 1000  
 700  
 40  
 1000

By: Calvin C. Blake  
 Calvin C. Blake, President

W. J. J. J.  
Shedler

The foregoing document was acknowledged before me by CALVIN C. BLAKE, as President of CAL CLAIR, INC., a Florida corporation, who is personally known to me, or who produced \_\_\_\_\_ as identification, this \_\_\_\_\_ day of June, 2007.

Neil M. Kisbee  
 NEIL M. KISBEE  
 Print/Type Name of Notary Public  
 Commission No. \_\_\_\_\_  
 My Commission Expires: ON RETIREMENT OR DEATH

**NEIL M. KISBEE**  
 146 Simcoe Street North  
 Oshawa, Ontario L1G 4S7  
 Lawyer



APPLICATION FOR TRANSFER OF A WASTEWATER FACILITY OR ACTIVITY PERMIT

Facility ID: \_\_\_\_\_

Date: \_\_\_\_\_

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

Facility Address: \_\_\_\_\_

Permit No.: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Date Expired: \_\_\_\_\_

NOTIFICATION OF SALE OR LEGAL TRANSFER

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

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

I hereby notify the Department of the sale or legal transfer of this wastewater facility or activity under Rule 62-620.340(2), F.A.C. Further, I agree to assign my rights as permittee to the proposed permittee in the event the Department agrees to the transfer of permit.

Date of proposed transfer: \_\_\_\_\_

Date Signed: \_\_\_\_\_

June 14/2007

[Signature]

Signature of Existing Permittee

REQUEST FOR TRANSFER OF PERMIT

Applicant Name: Aqua Utilities Florida, Inc.

Title: ATTN: John M. Lihvarcik, COO

Mailing Address: P.O. Box 490310, Leesburg, FL 34749

I hereby certify that I have examined the application and the documents submitted by the existing permittee which are the basis of this permit that was issued by the Department. I state that they accurately and completely describe the permitted facility or activity. Further, I state that I am familiar with the permit and I agree to comply with its terms and conditions. I agree to assume the rights and liabilities contained in the permit and the statutes and rules under which it was issued. I also agree to promptly notify the Department of any future change in ownership of or responsibility for this facility or activity.

Date Signed: \_\_\_\_\_

06/14/07

[Signature]

Signature of Applicant

This instrument was prepared by:

Mr. Robert J. Stambaugh  
SHARIT, BUNN & CHILTON, P. A.  
Attorneys at Law  
Post Office Box 9498  
Winter Haven, FL 33883-9498

**SPECIAL WARRANTY DEED**

MADE this 17<sup>th</sup> day of June, 2007, by and between CAL CLAIR, INC., a Florida corporation, Grantor, and AQUA UTILITIES FLORIDA, INC., a Florida corporation, whose mailing address is 1100 Thomas Avenue, Leesburg, FL 34748. Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN DOLLARS AND O. V. C. in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted to the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

All that part of Tract A of WALK IN THE WATER VILLAGE UNIT ONE according to the plat thereof recorded in Plat Book 64, Page 39 of the Public Records of Polk County, Florida, LESS AND EXCEPT that part lying East of a line lying 154.00 feet East of and parallel with the East boundary of Lot 27 of WALK IN THE WATER VILLAGE UNIT ONE.

AND

Commence at the Northwest corner of Section 32, Township 30 South, Range 29 East, Polk County, Florida, thence run on an assumed bearing of North 89° 22' 30" East 625.92 feet along the North line of said section; thence South 00° 16' 17" East 50.31 feet to the Point of Beginning; thence South 00° 16' 17" East 207.82 feet; thence South 56° 13' 58" West 244.67 feet to a point on the Northeasterly right-of-way line of Walk-in-Water Road, thence North 43° 50' 22" West 184.36 feet along said right-of-way; thence North 51° 24' 05" East 23.88 feet; thence North 00° 45' 25" West 208.02 feet; thence North 89° 33' 02" East 300.34 feet, returning to the Point of Beginning.

TOGETHER WITH an easement for utilities over and across the following described property:

Commence at the Northwest corner of Section 32, Township 30 South, Range 29 East, Polk County, Florida; thence run along the North line of said Section 32, on an assumed bearing of North 89° 22' 30" East 625.82 feet; thence South 00° 16' 17" East 258.13 feet, thence South 56° 13' 58" West, 244.67 feet to the Northeasterly right-of-way line of Walk-in-Water Road for the Point of Beginning; thence South 43° 50' 22" East, 1035.49 feet along said right-of-way line to the

Southwesterly corner of Lot 1 at Walk-in-Water Village, Unit Three, as recorded in Plat Book 73, page 14, of the public records of Polk County, Florida, thence North 46° 09' 38" East 25.00 feet along the Northwesterly boundary line of said Lot 1; thence North 43° 50' 22" West, 1031.05 feet; thence South 56° 13' 58" West 25.39 feet returning to the Point of Beginning.

PARCEL ID NO. 303229-000000-033030.

Subject to taxes for the year 2007 and subsequent years; covenants, conditions, restrictions, easements, reservations, leases, contracts, agreements, resolutions, ordinances, and limitations of record, if any.

TOGETHER WITH all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise thereto appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

And the said Grantor, for itself and for its successors and assigns, does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever claiming or to claim the same by, through, and under the Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and corporate seal, by its duly authorized officer, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Nicky Williams  
Print/Type Name of Witness

Linda Buckle  
Print/Type Name of Witness

CAL CLAIR, INC., a Florida corporation

BY Calvin C. Blake  
Calvin C. Blake, President  
Post Office Box 1408  
Lake Wales, FL 33859-1408

COUNTRY OF CANADA  
PROVINCE OF ONTARIO

The foregoing document was acknowledged before me by CALVIN C. BLAKE, as President of CAL CLAIR, INC., a Florida corporation, who is personally known to me, or who produced \_\_\_\_\_ as identification, this 16 day of June, 2007.

NEIL KISBEE

Print/Type Name of Notary Public

Commission No.

My Commission Expires: ON RETIREMENT OR DEATH

2

NEIL M. KISBEE  
146 Simcoe Street North  
Oshawa, Ontario L1G 4S7

**BILL OF SALE OF WATER AND WASTEWATER  
SYSTEM ASSETS BY CAL CLAIR, INC. D/B/A BREEZE HILL UTILITY  
TO AQUA UTILITIES FLORIDA, INC.**

**KNOW ALL MEN BY THESE PRESENTS** that CAL CLAIR, INC. d/b/a Breeze Hill Utility (hereinafter "Seller") for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by AQUA UTILITIES FLORIDA, INC. (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, pursuant to an Asset Purchase Agreement by and between the parties dated May 29, 2007 (the "Agreement"), which is incorporated herein by specific reference, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Purchaser, its successors and assigns, each and every portion of the Water Systems Assets and the Sewer System Assets, as defined in the Agreement (hereinafter, collectively, the "Utility System") owned by Seller, both tangible and intangible, and such rights and obligations, whether contractual or not, as more fully set forth in the following paragraphs, which include, but are not limited to, the following personality:

1. All licenses, prescriptive rights, rights-of-way and rights to use public or private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System.

2. All water supply, treatment, and distribution facilities, wastewater collection, treatment, and disposal facilities of every kind and description whatsoever, including but not limited to pumps, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used primarily in connection with the Utility System, together with all additions or replacements thereto.

3. All tools, parts, laboratory equipment, unset or reserved meters located on or used in connection with the Utility System.

4. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System for the procuring, treatment, storage and distribution of potable water and the collection, treatment, and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof, including all water supply rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing, together with all rights granted to Seller under any certificates.

5. All items of inventory owned by Seller on the Closing Date.

6. All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, maps, books, and other information in Seller's possession.

7. All sets of record drawings, including as-built drawings, showing all facilities of

the Utility System, including all original tracings, sepias or other reproducible materials in Seller's possession.

8. All warranties by third parties in favor of Seller, including those related to completed or in-progress construction work, including professional engineering warranties.

Regardless of any provision stated herein which may be interpreted to the contrary, Seller's generator is not included in this conveyance.

Seller represents and warrants that it has exclusive ownership, possession, control, and marketable title to the above-referenced property and the above-referenced property, is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction.


IN WITNESS WHEREOF the undersigned has caused his/her name to be hereunto subscribed as of the 14<sup>th</sup> day of June, 2007.

CAL CLAIR, INC.

Reading of order

is of the record

and was a part of the record

  
BY: Calvin C. Blake, President

Professional Engineer

by power of attorney

of the State of California

and was a part of the record

of the State of California

Professional Engineer

of the State of California

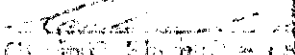
of the State of California

CLAIR, INC.

Reading of order

is of the record

and was a part of the record

  
BY: Calvin C. Blake, President

Professional Engineer

by power of attorney

of the State of California

and was a part of the record

of the State of California

Professional Engineer

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AFFIDAVIT

COUNTRY OF CANADA  
PROVINCE OF ONTARIO

BEFORE ME, the undersigned authority, personally appeared CALVIN C. BLAKE, who, after first being duly sworn, deposes and says.

1. He has personal knowledge of all matters set forth in this affidavit.

2. That he is the President of CAL CLAIR, INC., a Florida corporation, and that said corporation is the owner in fee simple of the following described property, to-wit:

All that part of Tract A of WALK IN THE WATER VILLAGE UNIT ONE according to the plat thereof recorded in Plat Book 64, Page 39 of the Public Records of Polk County, Florida, LESS AND EXCEPT that part lying East of a line lying 154.00 feet East of and parallel with the East boundary of Lot 27 of WALK IN THE WATER VILLAGE UNIT ONE.

AND

Commence at the Northwest corner of Section 32, Township 30 South, Range 29 East, Polk County, Florida, thence run on an assumed bearing of North 89° 22' 30" East 625.92 feet along the North line of said section; thence South 00° 16' 17" East 50.31 feet to the Point of Beginning; thence South 00° 16' 17" East 207.82 feet; thence South 56° 13' 58" West 244.67 feet to a point on the Northeasterly right-of-way line of Walk-in-Water Road, thence North 43° 50' 22" West 164.36 feet along said right-of-way; thence North 51° 24' 05" East 23.88 feet; thence North 00° 45' 25" West 208.02 feet; thence North 89° 33' 02" East 300.34 feet, returning to the Point of Beginning.

TOGETHER WITH an easement for utilities over and across the following described property:

Commence at the Northwest corner of Section 32, Township 30 South, Range 29 East, Polk County, Florida; thence run along the North line of said Section 32, on an assumed bearing of North 89° 22' 30" East 625.92 feet; thence South 00° 16' 17" East 258.43 feet; thence South 56° 13' 58" West, 244.67 feet to the Northeasterly right-of-way line of Walk-in-Water Road for the Point of Beginning; thence South 43° 50' 22" East, 1035.49 feet along said right-of-way line to the Southwesterly corner of Lot 1 at Walk-in-Water Village, Unit Three, as recorded in Plat Book 73, page 14, of the public records of Polk County, Florida, thence North 46° 09' 38" East 25.00 feet along the Northwesterly boundary line of said Lot 1; thence North 43° 50' 22" West, 1031.05 feet; thence South 56° 13' 58" West 25.39 feet returning to the Point of Beginning.

3. The Owner's title to and possession and enjoyment of the property has been open, notorious, peaceable and undisturbed.

4. Neither Owner's title to nor possession of the property has ever been disputed or questioned or is the owner aware of any facts by reason of which the title to, or possession of, the property, or any part of it, or any personal property located on it might be disputed or questioned or by reason of which any claim to the property or any portion of it or any personal property located on it might be adversely asserted.

5. That there are no persons, firms, corporations or other business entities in possession of the above described property other than the owner above named and there are no tenancies, leases or other occupancies that affect the property.

6. To the best of affiant's knowledge, there are no disputes concerning the location of the boundary lines of the property and no unrecorded easements or claims of easements.

7. There are no outstanding or unpaid taxes or assessments (pending or certified), or any unpaid or unsatisfied mortgages, except mortgage held by Calvin C. Blake (which will be released at closing), claims of lien or other matters that constitute or could constitute a lien or encumbrance against the property.

8. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the property or the improvements located on it.

9. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the public records of Polk County, Florida, or any other courts, which affect the owner.

10. There are no outstanding contracts, including financing statements, either oral or written, for the furnishing of any labor or material to the land or the improvements thereon, which might encumber the lands described herein.

11. No improvements have been made to the property within the past ninety (90) days for which payment has not been made in full, and all charges for any material or labor, whenever furnished, have been paid in full, and the undersigned has not received notice from any materialmen, laborer, or subcontractor pursuant to the provisions of Florida Statutes, 713.06.

12. The above real estate is free and clear of all liens (including mechanic's, or materialmen's, or Laborer's liens), encumbrances and claims of every nature, kind and description whatsoever, excepting the lien of real estate taxes for the current year and subsequent years.

13. This affidavit is made for the purpose of inducing AQUA UTILITIES FLORIDA, INC. to purchase the property described herein.

14. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn statements and the penalties and liabilities resulting from false statements and misrepresentations therein.

15. Affiant authorizes the transferee to furnish a copy of this affidavit to the Secretary of the Treasury or any official agent of the United States Internal Revenue Service requesting same.

16. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punishable by fine, imprisonment, or both.

17. This affidavit is made to satisfy inquiry by the transferee of an obligation which may be imposed on the transferee under the reporting and withholding provisions of the United States Internal Revenue Code and the requirements of applicable federal and state laws.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of CAL CLAIR, INC.

Signed, Sealed and Delivered in the Presence of:

*Calvin C. Blake*  
CALVIN C. BLAKE

*Nicky Williams*

Print/Type Name of Witness

*Linda Bueckel*

Print/Type Name of Witness

SWORN TO AND SUBSCRIBED BEFORE me this 1<sup>st</sup> day of June, 2007, by CALVIN C. BLAKE, who is personally known to me or who produced identification.

*Neil M. Kisbee*

Print/Type Name of Notary Public

My Commission Expires: ON RESIGNMENT

Commission No. OR DEATH

NEIL M. KISBEE  
146 Simcoe Street North  
Oshawa, Ontario L1G 4S7  
Lawyer

## **EXHIBIT P**

**Sample tariff sheets for each system proposed to be transferred reflecting the change in ownership, the existing rates and charges, and the territorial descriptions for each water and wastewater system.**

See attached sample tariffs.

---

**RATE SCHEDULE: BREEZE HILL  
RESIDENTIAL SERVICE (RS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

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

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 14.91
3/4"	\$ 22.38
1"	\$ 37.28
1 1/2"	\$ 74.56
2"	\$ 119.30
3"	\$ 238.59
4"	\$ 372.81
6"	\$ 745.61

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 2.60

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

---

**Jack Lihvarcik  
Chief Operating Officer**

---

**RATE SCHEDULE: BREEZE HILL**  
**GENERAL SERVICE (GS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

**APPLICABILITY:** For water service to all Customers for which no other schedule applies.

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 14.91
3/4"	\$ 22.38
1"	\$ 37.28
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**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

---

Jack Lihvarcik  
Chief Operating Officer

---

**RATE SCHEDULE: BREEZE HILL  
IRRIGATION SERVICE (IR)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

**APPLICABILITY:** For irrigation water service for all purposes.

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ N/A

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 2.60

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

---

Jack Lihvarcik  
Chief Operating Officer

---

**SERVICE AVAILABILITY CHARGES**

**AVAILABILITY:**

Breeze Hill in Polk County, Florida.

**Customer Connection (Tap-in) Charge Charge:**

5/8" x 3/4" metered service	\$
1" metered service	\$
1-1/2" metered service	\$
2" metered service	\$
Over 2" metered service	\$

**Meter Installation Charges:**

**Standard Meter:**

Per Connection - 5/8" X 3/4"	\$ 190.00
Per Connection - Over 5/8 X 3/4"	Actual Cost

**Main Extension Charge:**

Per ERC (ERC = \_\_\_\_ gallons per day) \$

**Plant Capacity Charge:**

Per ERC (ERC = \_\_\_\_ gallons per day) \$ 400.00

**TYPE OF FILING**    Transfer of Certificate

**EFFECTIVE DATE**

---

Jack Lihvarcik  
Chief Operating Officer



**MISCELLANEOUS SERVICE CHARGES**  
(Continued)

**APPLICABILITY:** For the following services to all customers within Breeze Hill system in Polk County, Florida.

**CHARGES:**

<u>Type of Service</u>	<u>Fee</u>
Initial Connection	\$ 15.00
Normal Reconnection	\$ 15.00
Violation Reconnection	\$ 15.00
Premises Visit (in lieu of disconnection)	\$ 10.00
Returned Check Charge	\$ 20.00
Late Fee	\$ 4.00

**TYPE OF FILING** Transfer of Certificate

**EFFECTIVE DATE**

**METER TEST DEPOSITS**

**AVAILABILITY:**

Breeze Hill in Polk County, Florida

**METER BENCH TEST REQUEST:**

If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees and shall be in accordance with Rule 25-30.266, Florida Administrative Code.

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

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

**METER FIELD TEST REQUEST** – A customer may request a field test in accordance with Rule 25-30.266, Florida Administrative Code.

**TYPE OF FILING**      Transfer of Certificate

**EFFECTIVE DATE**

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**SERVICE AVAILABILITY CHARGES**

**AVAILABILITY:**

Breeze Hill in Polk County, Florida

**Customer Connection (Tap-In Charge):**

5/8" x 3/4" – Residential	\$
5/8" x 3/4" – General	\$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	\$ Actual Cost

**Main Extension Charges:**

Per ERC Residential (GPD)	\$
Per gallon/month All others	\$

**Plant Capacity Charges:**

Per ERC Residential (GPD)	\$ 600.00
Per Gallon All Others	\$ N/A

TYPE OF FILING      Transfer of Certificate

EFFECTIVE DATE

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**RATE SCHEDULE: BREEZE HILL  
RESIDENTIAL SERVICE (RS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

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

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 18.34
3/4"	\$ 18.34
1"	\$ 18.34
1 1/2"	\$ 18.34
2"	\$ 18.34
3"	\$ 18.34
4"	\$ 18.34
6"	\$ 18.34

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 3.07  
(6,000 gallon maximum)

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

---

**Jack Lihvarcik  
Chief Operating Officer**

---

**RATE SCHEDULE: BREEZE HILL  
GENERAL SERVICE (GS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

**APPLICABILITY:** For wastewater service to all Customers for which no other schedule applies.

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 18.34
3/4"	\$ 27.52
1"	\$ 45.85
1½"	\$ 91.72
2"	\$ 146.76
3"	\$ 293.56
4"	\$ 458.61
6"	\$ 917.22

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 3.91

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

---

**Jack Lihvarcik  
Chief Operating Officer**

---

**RATE SCHEDULE: BREEZE HILL**  
**RESIDENTIAL SERVICE (RS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

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

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 14.91
3/4"	\$ 22.38
1"	\$ 37.28
1 1/2"	\$ 74.56
2"	\$ 119.30
3"	\$ 238.59
4"	\$ 372.81
6"	\$ 745.61

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 2.60

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

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Jack Lihvarcik  
Chief Operating Officer

---

**RATE SCHEDULE: BREEZE HILL**  
**GENERAL SERVICE (GS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

**APPLICABILITY:** For water service to all Customers for which no other schedule applies.

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 14.91
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1"	\$ 37.28
1½"	\$ 74.56
2"	\$ 119.30
3"	\$ 238.59
4"	\$ 372.81
6"	\$ 745.61

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 2.60

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

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Jack Lihvarcik  
Chief Operating Officer

**RATE SCHEDULE: BREEZE HILL  
IRRIGATION SERVICE (IR)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

**APPLICABILITY:** For irrigation water service for all purposes.

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ N/A

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 2.60

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

---

Jack Lihvarcik  
Chief Operating Officer



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**SERVICE AVAILABILITY CHARGES**

**AVAILABILITY:**

Breeze Hill in Polk County, Florida.

**Customer Connection (Tap-in) Charge Charge:**

5/8" x 3/4" metered service	\$
1" metered service	\$
1-1/2" metered service	\$
2" metered service	\$
Over 2" metered service	\$

**Meter Installation Charges:**

**Standard Meter:**

Per Connection - 5/8" X 3/4"	\$ 190.00
Per Connection - Over 5/8 X 3/4"	Actual Cost

**Main Extension Charge:**

Per ERC (ERC = \_\_\_\_ gallons per day) \$

**Plant Capacity Charge:**

Per ERC (ERC = \_\_\_\_ gallons per day) \$ 400.00

**TYPE OF FILING**    Transfer of Certificate

**EFFECTIVE DATE**

**MISCELLANEOUS SERVICE CHARGES**  
(Continued)

**APPLICABILITY:** For the following services to all customers within Breeze Hill system in Polk County, Florida.

**CHARGES:**

<u>Type of Service</u>	<u>Fee</u>
Initial Connection	\$ 15.00
Normal Reconnection	\$ 15.00
Violation Reconnection	\$ 15.00
Premises Visit (in lieu of disconnection)	\$ 10.00
Returned Check Charge	\$ 20.00
Late Fee	\$ 4.00

TYPE OF FILING      Transfer of Certificate

EFFECTIVE DATE

**METER TEST DEPOSITS**

**AVAILABILITY:**

Breeze Hill in Polk County, Florida

**METER BENCH TEST REQUEST:**

If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees and shall be in accordance with Rule 25-30.266, Florida Administrative Code.

**METER SIZE**

**FEE**

5/8" x 3/4"	\$ 20.00
1" and 1 1/2"	\$ 25.00
2" and above	\$ Actual Cost

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

**METER FIELD TEST REQUEST** – A customer may request a field test in accordance with Rule 25-30.266, Florida Administrative Code.

**TYPE OF FILING**      Transfer of Certificate

**EFFECTIVE DATE**

---

Jack Lihvarcik  
Chief Operating Officer

---

**SERVICE AVAILABILITY CHARGES**

**AVAILABILITY:**

Breeze Hill in Polk County, Florida

**Customer Connection (Tap-In Charge):**

5/8" x 3/4" – Residential	\$
5/8" x 3/4" – General	\$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	\$ Actual Cost

**Main Extension Charges:**

Per ERC Residential (GPD)	\$
Per gallon/month All others	\$

**Plant Capacity Charges:**

Per ERC Residential (GPD)	\$ 600.00
Per Gallon All Others	\$ N/A

TYPE OF FILING      Transfer of Certificate

EFFECTIVE DATE

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**RATE SCHEDULE: BREEZE HILL  
RESIDENTIAL SERVICE (RS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

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

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 18.34
3/4"	\$ 18.34
1"	\$ 18.34
1½"	\$ 18.34
2"	\$ 18.34
3"	\$ 18.34
4"	\$ 18.34
6"	\$ 18.34

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 3.07  
(6,000 gallon maximum)

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

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Jack Lihvarcik  
Chief Operating Officer

---

**RATE SCHEDULE: BREEZE HILL**  
**GENERAL SERVICE (GS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

**APPLICABILITY:** For wastewater service to all Customers for which no other schedule applies.

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 18.34
3/4"	\$ 27.52
1"	\$ 45.85
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2"	\$ 146.76
3"	\$ 293.56
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6"	\$ 917.22

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 3.91

**MINIMUM CHARGE:** Base Facility Charge.

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Jack Lihvarcik  
Chief Operating Officer

---

**RATE SCHEDULE: BREEZE HILL  
RESIDENTIAL SERVICE (RS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

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

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 14.91
3/4"	\$ 22.38
1"	\$ 37.28
1 1/2"	\$ 74.56
2"	\$ 119.30
3"	\$ 238.59
4"	\$ 372.81
6"	\$ 745.61

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 2.60

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

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Jack Lihvarcik  
Chief Operating Officer

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**RATE SCHEDULE: BREEZE HILL**  
**GENERAL SERVICE (GS)**

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**APPLICABILITY:** For water service to all Customers for which no other schedule applies.

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**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 14.91
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**GALLONAGE CHARGE:** Per 1,000 gallons \$ 2.60

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

---

Jack Lihvarcik  
Chief Operating Officer



**RATE SCHEDULE: BREEZE HILL**  
**IRRIGATION SERVICE (IR)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

**APPLICABILITY:** For irrigation water service for all purposes.

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ N/A

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 2.60

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

---

Jack Lihvarcik  
Chief Operating Officer

---

**SERVICE AVAILABILITY CHARGES**

**AVAILABILITY:**

Breeze Hill in Polk County, Florida.

**Customer Connection (Tap-in) Charge Charge:**

5/8" x 3/4" metered service	\$
1" metered service	\$
1-1/2" metered service	\$
2" metered service	\$
Over 2" metered service	\$

**Meter Installation Charges:**

**Standard Meter:**

Per Connection - 5/8" X 3/4"	\$ 190.00
Per Connection - Over 5/8 X 3/4"	Actual Cost

**Main Extension Charge:**

Per ERC (ERC = \_\_\_\_ gallons per day) \$

**Plant Capacity Charge:**

Per ERC (ERC = \_\_\_\_ gallons per day) \$ 400.00

**TYPE OF FILING**    Transfer of Certificate

**EFFECTIVE DATE**

**MISCELLANEOUS SERVICE CHARGES**  
(Continued)

**APPLICABILITY:** For the following services to all customers within Breeze Hill system in Polk County, Florida.

**CHARGES:**

<u>Type of Service</u>	<u>Fee</u>
Initial Connection	\$ 15.00
Normal Reconnection	\$ 15.00
Violation Reconnection	\$ 15.00
Premises Visit (in lieu of disconnection)	\$ 10.00
Returned Check Charge	\$ 20.00
Late Fee	\$ 4.00

TYPE OF FILING      Transfer of Certificate

EFFECTIVE DATE

### METER TEST DEPOSITS

**AVAILABILITY:**

Breeze Hill in Polk County, Florida

**METER BENCH TEST REQUEST:**

If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees and shall be in accordance with Rule 25-30.266, Florida Administrative Code.

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

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

**METER FIELD TEST REQUEST** – A customer may request a field test in accordance with Rule 25-30.266, Florida Administrative Code.

TYPE OF FILING      Transfer of Certificate

EFFECTIVE DATE

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**SERVICE AVAILABILITY CHARGES**

**AVAILABILITY:**

Breeze Hill in Polk County, Florida

**Customer Connection (Tap-In Charge):**

5/8" x 3/4" – Residential	\$
5/8" x 3/4" – General	\$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	\$ Actual Cost

**Main Extension Charges:**

Per ERC Residential (GPD)	\$
Per gallon/month All others	\$

**Plant Capacity Charges:**

Per ERC Residential (GPD)	\$ 600.00
Per Gallon All Others	\$ N/A

TYPE OF FILING      Transfer of Certificate

EFFECTIVE DATE

---

**RATE SCHEDULE: BREEZE HILL**  
**RESIDENTIAL SERVICE (RS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

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

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 18.34
3/4"	\$ 18.34
1"	\$ 18.34
1½"	\$ 18.34
2"	\$ 18.34
3"	\$ 18.34
4"	\$ 18.34
6"	\$ 18.34

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 3.07  
(6,000 gallon maximum)

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

---

Jack Lihvarcik  
Chief Operating Officer

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**RATE SCHEDULE: BREEZE HILL**  
**GENERAL SERVICE (GS)**

**AVAILABILITY:** Available throughout the area served by the Company in the Breeze Hill service area of Polk County.

**APPLICABILITY:** For wastewater service to all Customers for which no other schedule applies.

**LIMITATIONS:** Subject to all of the Company's Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

**BILLING PERIOD:** Monthly.

**RATE:**

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 18.34
3/4"	\$ 27.52
1"	\$ 45.85
1 1/2"	\$ 91.72
2"	\$ 146.76
3"	\$ 293.56
4"	\$ 458.61
6"	\$ 917.22

**GALLONAGE CHARGE:** Per 1,000 gallons \$ 3.91

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Transfer of Certificate

**EFFECTIVE DATE:**

---

Jack Lihvarcik  
Chief Operating Officer

## EXHIBIT Q

**The current water and wastewater certificates issued for each system, and where not available, a statement providing an explanation of the steps taken by AUF to obtain the certificates.**

See attached copies of: (1) Order No. PSC-06-0973-FOF-WS which serves as AUF's amended certificates for AUF's water and wastewater systems subject to the Commission's jurisdiction, including AUF's Water Certificate No. 106-W and Wastewater Certificate No. 120-S in Lake County; and (2) the original Water Certificate No. 598-W and Wastewater Certificate No. 513-S issued to Breeze Hill.



BEFORE THE PUBLIC SERVICE COMMISSION

In re: Joint application for acknowledgment of corporate reorganization and request for approval of name change on Certificate 268-S in Lee County from AquaSource Utility, Inc. d/b/a Aqua Utilities Florida, Inc.; Certificates 479-S and 549-W in Alachua County from Arredondo Utility Company, Inc. d/b/a Aqua Utilities Florida, Inc.; Certificates 053-W, 441-S, and 507-W in Palm Beach and Sumter Counties from Crystal River Utilities, Inc. d/b/a Aqua Utilities Florida, Inc.; and Certificate 346-W in Marion County from Ocala Oaks Utilities, Inc. d/b/a Aqua Utilities Florida, Inc. to Aqua Utilities Florida, Inc.; for cancellation of Certificates 424-W, 371-S, 441-W, 503-S, and 585-W in Highlands, Lake, and Polk Counties held by AquaSource Utility, Inc. d/b/a Aqua Utilities Florida, Inc.; Certificates 123-W, 510-S, and 594-W in Lake and Polk Counties held by Crystal River Utilities, Inc. d/b/a Aqua Utilities Florida, Inc.; and Certificates 083-S and 110-W in Pasco County held by Jasmine Lakes Utilities Corporation d/b/a Aqua Utilities Florida, Inc.; and for amendment of Certificates 422-W, 120-S, 106-W, 154-S, 209-W, 506-S, and 587-W in Highlands, Lake, Pasco, and Polk Counties held by Aqua Utilities Florida, Inc.

DOCKET NO. 060643-WS  
ORDER NO. PSC-06-0973-FOF-WS  
ISSUED: November 22, 2006

ORDER ACKNOWLEDGING CORPORATE REORGANIZATION  
AND APPROVING NAME CHANGE

BY THE COMMISSION:

On September 25, 2006, AquaSource Utility, Inc. (AquaSource), Arredondo Utility Company, Inc. (Arredondo), Crystal River Utilities, Inc. (Crystal River), Jasmine Lakes Utilities Corporation (Jasmine Lakes), Ocala Oaks Utilities, Inc. (Ocala Oaks), and Aqua Utilities Florida, Inc. (Aqua Utilities FL) filed a joint application for acknowledgement of corporate reorganization and approval of name change. AquaSource, Arredondo, Crystal River, Jasmine Lakes, and Ocala Oaks currently operate under the Commission-approved d/b/a of Aqua Utilities Florida, Inc. The mailing address for the applicants was given as 6960 Professional Parkway

DOCUMENT NUMBER-DATE

10747 NOV 22 06

FPSC-COMMISSION CLERK

East, Sarasota, FL 34240. Prior to the reorganization and name change, the applicants' full name, business entity, certificate number(s), and county(ies) of operation were as follows:

<b>Company Name</b>	<b>Business Entity</b>	<b>Certificate No.</b>	<b>County</b>
AquaSource Utility, Inc. d/b/a Aqua Utilities Florida, Inc.	Texas Corporation	424-W 371-S, 441-W 268-S 503-S, 585-W	Highlands Lake Lee Polk
Arredondo Utility Company, Inc. d/b/a/ Aqua Utilities Florida, Inc.	Florida Corporation	479-S, 549-W	Alachua
Crystal River Utilities, Inc. d/b/a Aqua Utilities Florida, Inc.	Florida Corporation	123-W 053-W 510-S, 594-W 441-S, 507-W	Lake Palm Beach Polk Sumter
Jasmine Lakes Utilities Corporation d/b/a Aqua Utilities Florida, Inc.	Florida Corporation	083-S, 110-W	Pasco
Ocala Oaks Utilities, Inc. d/b/a Aqua Utilities Florida, Inc.	Florida Corporation	346-W	Marion
Aqua Utilities Florida, Inc.	Florida Corporation	2-W 359-S, 422-W 120-S, 106-W 84-W 154-S, 209-W 506-S, 587-W 284-S, 76-W 226-S, 279-W 182-S, 238-W 435-S, 501-W	Brevard Highlands Lake Orange Pasco Polk Putnam Seminole Volusia Washington

After the reorganization and name change, all of the applicants will be owned and operated under the name of Aqua Utilities Florida, Inc., the existing Florida corporation herein identified as Aqua Utilities FL. As a result, the certificated names for Arredondo, AquaSource, Ocala Oaks, and Crystal River (479-S, 549-W, 268-S, 346-W, 53-W, 441-S and 507-W) in Alachua, Lee, Marion, Palm Beach, and Sumter Counties should be changed to Aqua Utilities Florida, Inc., as follows:

<b>Current Name</b>	<b>Certificate No. and County</b>	<b>Name Change</b>
Arredondo	479-S in Alachua	Aqua Utilities Florida, Inc.
Arredondo	549-W in Alachua	Aqua Utilities Florida, Inc.
AquaSource	268-S in Lee	Aqua Utilities Florida, Inc.

Ocala Oaks	346-W in Marion	Aqua Utilities Florida, Inc.
Crystal River	53-W in Palm Beach	Aqua Utilities Florida, Inc.
Crystal River	441-S in Sumter	Aqua Utilities Florida, Inc.
Crystal River	507-W in Sumter	Aqua Utilities Florida, Inc.

In addition, consistent with Commission practice, the certificates for AquaSource, Crystal River, and Jasmine Lakes (424-W, 371-S, 441-W, 123-W, 83-S, 110-W, 503-S, 510-S, 585-W, and 594-W) in Highlands, Lake, Pasco, and Polk Counties should be cancelled and the certificates for Aqua Utilities Florida, Inc. (422-W, 120-S, 106-W, 154-S, 209-W, 506-S, 587-W) in those counties should be amended to include the territories of the cancelled certificates as follows:

Current Name	Certificate No. and County	Action
AquaSource	424-W in Highlands	Cancelled
Aqua Utilities Florida, Inc.	422-W in Highlands	Amended
AquaSource	371-S in Lake	Cancelled
Aqua Utilities Florida, Inc.	120-S in Lake	Amended
AquaSource	441-W in Lake	Cancelled
Crystal River	123-W in Lake	Cancelled
Aqua Utilities Florida, Inc.	106-W in Lake	Amended
Jasmine Lakes	83-S in Pasco	Cancelled
Aqua Utilities Florida, Inc.	154-S in Pasco	Amended
Jasmine Lakes	110-W in Pasco	Cancelled
Aqua Utilities Florida, Inc.	209-W in Pasco	Amended
AquaSource	503-S in Polk	Cancelled
Crystal River	510-S in Polk	Cancelled
Aqua Utilities Florida, Inc.	506-S in Polk	Amended
AquaSource	585-W in Polk	Cancelled
Crystal River	594-W in Polk	Cancelled
Aqua Utilities Florida, Inc.	587-W in Polk	Amended

Finally, for informational purposes, the certificates currently held by Aqua Utilities Florida, Inc. which are not affected by the corporate reorganization and name change are as follows:

Current Name	Certificate No. and County	Action
Aqua Utilities Florida, Inc.	2-W in Brevard	Unchanged
Aqua Utilities Florida, Inc.	359-S in Highlands	Unchanged
Aqua Utilities Florida, Inc.	84-W in Orange	Unchanged
Aqua Utilities Florida, Inc.	284-S in Putnam	Unchanged
Aqua Utilities Florida, Inc.	76-W in Putnam	Unchanged
Aqua Utilities Florida, Inc.	226-S in Seminole	Unchanged
Aqua Utilities Florida, Inc.	279-W in Seminole	Unchanged

Aqua Utilities Florida, Inc.	182-S in Volusia	Unchanged
Aqua Utilities Florida, Inc.	238-W in Volusia	Unchanged
Aqua Utilities Florida, Inc.	435-S in Washington	Unchanged
Aqua Utilities Florida, Inc.	501-W in Washington	Unchanged

Attachment A shows the applicants' organizational structure before the reorganization, and Attachment B shows the applicants' organizational structure after the reorganization. Aqua America, Inc. (Aqua America) is a Pennsylvania corporation and the parent company of Aqua Utilities FL and AquaSource. Aqua Utilities FL is the entity that purchased the remaining assets of Florida Water Services Corporation on June 30, 2004. That transfer was approved by the Commission in Order No. PSC-05-1242-PAA-WS, issued December 20, 2005, in Docket Nos. 040951-WS and 040952-WS, In re: Joint application for approval of sale of Florida Water Services Corporation's land, facilities, and certificates in Brevard, Highlands, Lake, Orange, Pasco, Polk, Putnam, a portion of Seminole, Volusia, and Washington counties to Aqua Utilities Florida, Inc.

Prior to the reorganization, in addition to directly owning Commission-regulated assets in Highland, Lake, Lee, and Polk Counties, AquaSource also owned the Commission-regulated subsidiaries of Arredondo, Jasmine Lakes, Ocala Oaks, and Crystal River (in Lake, Palm Beach, Polk and Sumter Counties) as well as the non-Commission-regulated subsidiaries of Crystal River in Citrus County, Dolomite Utilities Corporation (Dolomite) in Sarasota County and Lake Suzy Utilities, Inc. (Lake Suzy) in DeSoto County. The purpose of the reorganization was to consolidate and segregate all of Aqua America's Commission-regulated water and wastewater assets in Florida under the ownership and name of its Florida corporation, Aqua Utilities FL. Aqua America's non-Commission regulated Florida assets of Crystal River (Citrus), Dolomite, and Lake Suzy<sup>1</sup> are to remain under Aqua America's Texas corporation, AquaSource, which name has been changed to Aqua Utilities, Inc.

We note that AquaSource's name change to Aqua Utilities, Inc. was recognized by the State of Florida, Division of Corporations, effective March 2, 2006. Section 367.1214, Florida Statutes, requires that a utility notify the Commission and its customers before changing its name. However, as previously noted, AquaSource had been authorized to do business in Florida under the fictitious name of Aqua Utilities Florida, Inc.,<sup>2</sup> which d/b/a is still actively recorded.

<sup>1</sup> Pursuant to Order No. PSC-05-0313-FOF-WS, issued March 21, 2005, in Docket No. 041294-WS, In Re: Transfer of water and wastewater service areas from Lake Suzy Utilities, Inc. d/b/a Aqua Utilities Florida, Inc. to DeSoto County, and cancellation of Certificate Nos. 599-W and 514-S in Charlotte and DeSoto Counties, Lake Suzy will cease to be regulated by the Commission upon confirmation of the transfer to DeSoto and, thus, was not included in the reorganization.

<sup>2</sup> Order No. PSC-04-0715-FOF-WS, issued July 21, 2004, in Docket No. 040359-WS, In Re: Application for authority to operate under fictitious name, Aqua Utilities Florida, Inc., by AquaSource Utility, Inc., holder of Certificates 268-S, 503-S, 585-W, 371-S, 441-W, and 424-W; Arredondo Utility Company, Inc., holder of Certificate Nos. 549-W and 479-S; Crystal River Utilities, Inc., holder of Certificate Nos. 441-S, 507-W, 510-S, 594-W, 396-W, 123-W, and 053-W; Jasmine Lakes Utilities Corporation, holder of Certificate Nos. 110-W and 083-S; Lake Suzy Utilities, Inc., holder of Certificate Nos. 514-S and 599-W; and Ocala Oaks Utilities, Inc., holder of Certificate No. 346-W.

Therefore, at no time was AquaSource operating in Florida under a name different than that by which it was known with respect to the State of Florida, the Commission, and its customers. As such, the utility did not violate the intent or purpose of Section 367.1214, Florida Statutes. However, the utility is reminded that it must notify the Commission of any future changes to its name, whether corporate or fictitious.

Through Articles of Merger filed with the Florida Department of State, Division of Corporations, on September 29, 2006 and October 16, 2006, Arredondo, Jasmine Lakes, and Ocala Oaks were merged into Aqua Utilities FL which, as the surviving corporation, succeeded all rights, title, and interests of Arredondo, Jasmine Lakes, and Ocala Oaks, which then ceased to exist. Because Crystal River and Aqua Utilities, Inc. (f/n/a AquaSource) owned systems in Florida counties not regulated by the Commission, those corporations were not merged with Aqua Utilities FL. Instead, their Commission-regulated assets were transferred to Aqua Utilities FL. These transfers were accomplished by means of a Bill of Sale and Assignment and Assumption Agreement executed separately between each entity and Aqua Utilities FL, along with Quitclaim Deeds conveying the associated real property effective October 1, 2006. Since these transfers were the result of a reorganization between subsidiaries of Aqua America, overall ownership and control of the assets remained unchanged.

Through these mergers and transfers, all Commission-regulated water and wastewater assets in Florida owned by Aqua America have now been consolidated and segregated under its Florida subsidiary corporation, Aqua Utilities FL, as was the intent of the reorganization. The application contained documents showing recognition of the applicants' Articles of Merger by the Florida Department of State, Division of Corporations. The application also contained affidavits by an officer of the applicants' corporations attesting that ownership and control of the applicants' corporations will not change as a result of the restructuring and requested name change. The application further indicates that management operations, customer service, mailing addresses, and telephone numbers for each of the systems will remain the same after the reorganization.

Finally, the application contained a proposed customer notice and revised tariffs reflecting the name change and also returned the applicants' certificates. The applicants' proposed notice shall be given to all existing customers in the first billing cycle after the name change is approved by the Commission, herein. The revised tariffs shall be effective for services rendered or connections made on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475, Florida Administrative Code. Attachment C contains the certificates affected by the reorganization and name change. The resultant order shall serve as Aqua Utilities FL's amended certificates and, as such, the order shall be retained by the utility.

The application provides sufficient documentation that neither ownership or control or transfer of assets is involved. Therefore, the applicants' corporate reorganization is hereby acknowledged and request for name change is approved effective the date of this order. The applicants' approved notice of name change shall be sent to all existing customers with the next regular billing after the order is issued. The revised tariffs shall be effective for services rendered or connections made on or after the stamped approval date on the tariff sheets pursuant

ORDER NO. PSC-06-0973-FOF-WS  
DOCKET NO. 060643-WS  
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to Rule 25-30.475, Florida Administrative Code. The resultant order shall serve as Aqua Utilities Florida, Inc.'s amended certificates and, as such, it shall be retained by the utility.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the corporate reorganization is hereby acknowledged and request for name change is approved for Aqua Utilities Florida, Inc., effective the date of this order. It is further

ORDERED that the approved notice of name change shall be sent to all existing customers with the next regular billing after the order is issued. It is further

ORDERED that Aqua Utilities Florida, Inc., shall be on notice that it shall notify the Commission of any future name changes, whether corporate or fictitious. It is further

ORDERED that the revised tariffs shall be effective for services rendered or connections made on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475, Florida Administrative Code. It is further

ORDERED that the resultant order shall serve as Aqua Utilities Florida, Inc.'s amended certificates and, as such, it shall be retained by the utility. It is further

ORDRED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 22nd day of November, 2006.

BLANCA S. BAYÓ, Director  
Division of the Commission Clerk  
and Administrative Services

By: Kay Flynn  
Kay Flynn, Chief  
Bureau of Records

(SEAL)

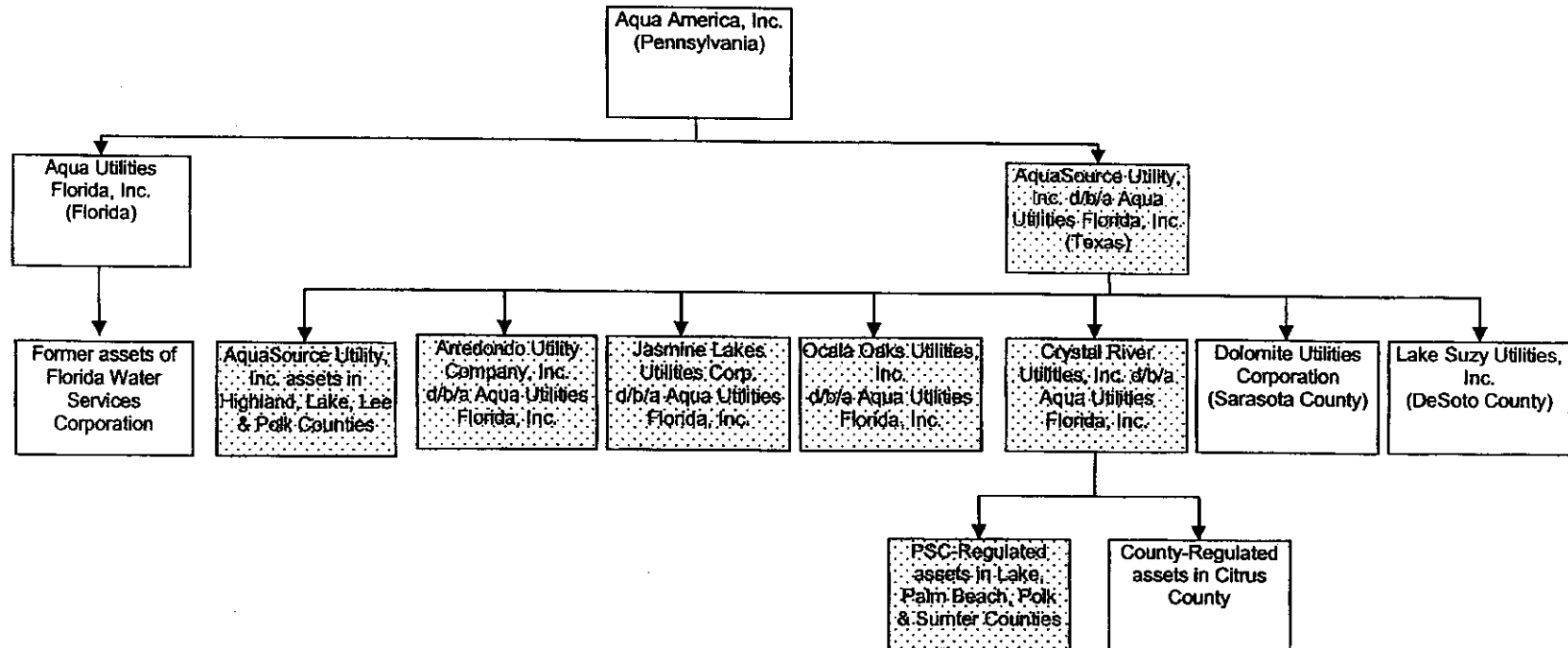
JSB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of the Commission Clerk and Administrative Services and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

**FLORIDA CONSOLIDATION LEGAL ENTITIES – “BEFORE”**



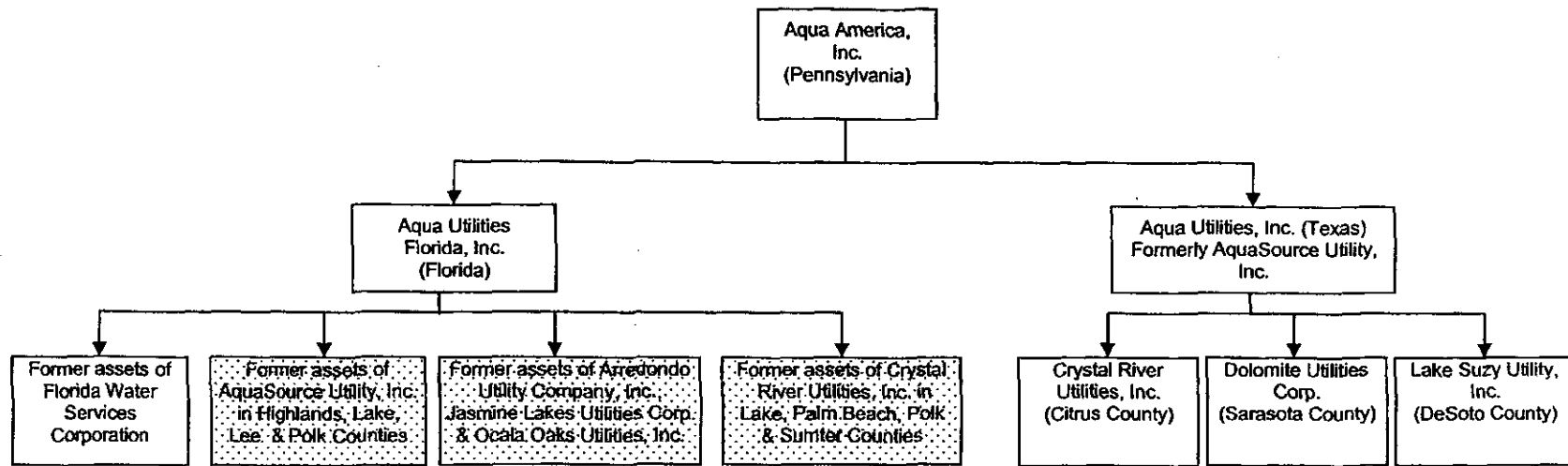
Entities/assets impacted by current reorganization





Entities/assets not impacted by current reorganization



### FLORIDA CONSOLIDATION LEGAL ENTITIES – “AFTER”



-  Entities/assets impacted by current reorganization
-  Entities/assets not impacted by current reorganization

**REVISED CERTIFICATES**

for

**AQUA UTILITIES FLORIDA, INC**

<b>479-S</b>	<b>Alachua County</b>	<b>Name Change</b>
<b>549-W</b>	<b>Alachua County</b>	<b>Name Change</b>
<b>422-W</b>	<b>Highlands County</b>	<b>Amendment</b>
<b>120-S</b>	<b>Lake County</b>	<b>Amendment</b>
<b>106-W</b>	<b>Lake County</b>	<b>Amendment</b>
<b>268-S</b>	<b>Lee County</b>	<b>Name Change</b>
<b>346-W</b>	<b>Marion County</b>	<b>Name Change</b>
<b>53-W</b>	<b>Palm Beach County</b>	<b>Name Change</b>
<b>154-S</b>	<b>Pasco County</b>	<b>Amendment</b>
<b>209-W</b>	<b>Pasco County</b>	<b>Amendment</b>
<b>506-S</b>	<b>Polk County</b>	<b>Amendment</b>
<b>587-W</b>	<b>Polk County</b>	<b>Amendment</b>
<b>441-S</b>	<b>Sumter County</b>	<b>Name Change</b>
<b>507-W</b>	<b>Sumter County</b>	<b>Name Change</b>

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 479-S**

to provide wastewater service in Alachua County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-92-1454-FOF-WS	12/15/92	920973-WS	Original Certificate
PSC-99-0481-FOF-WS	03/08/99	981509-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 549-W**

to provide water service in Alachua County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-92-1454-FOF-WS	12/15/92	920973-WS	Original Certificate
PSC-99-0481-FOF-WS	03/08/99	981509-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 422-W**

to provide water service in Highlands County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
12879	01/13/84	830336-WS (AP)	Original Certificate
12989	02/13/84	830083-W (AP)	Original Certificate
22916	05/09/90	891250-WS	Transfer of Certificate
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-00-1389-PAA-WU	07/31/00	991001-WU	Transfer/Amendment
PSC-01-0631-FOF-WU	03/14/01	001585-WU	Amendment
PSC-02-0651-PAA-WU	05/13/02	011401-WU	Transfer/Amendment
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 120-S**

to provide wastewater service in Lake County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
6142	05/14/74	73521-WS	Original Certificate
8299	05/05/78	780057-WS (TC)	Transfer of Certificate
9635	11/14/80	800192-WS (AP)	Original Certificate
10109	06/29/81	800636-WS (TC)	Transfer/Amendment
10109-A	07/31/81	800636-WS (MC)	Amendatory
14115	02/21/85	840304-WS	Original Certificate
19575	06/27/88	870633-WS	Transfer of Certificate
20869	03/09/89	880605-WS	Transfer/Amendment
23378	08/21/90	900106-WS	Transfer/Amendment
PSC-95-0268-FOF-WS	02/28/95	940091-WS	Transfer/Amendment
PSC-96-0131-FOF-WS	01/29/96	950231-WS	Amendment
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-99-2115-PAA-WS	10/25/99	981779-WS	Transfer of Certificate
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 106-W**

to provide water service in Lake County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5573	11/03/72	C-72497-W	Original Certificate
5595	12/07/72	C-72505-W	Original Certificate
5666	03/06/73	C-72651-W	Original Certificate
6801	07/25/75	750327-W (AP)	Original Certificate
6928	09/30/75	750367-W	Original Certificate
8075	12/02/77	770578-W (TC)	Transfer/Amendment
8076	12/02/77	770577-W (TC)	Transfer/Amendment
8144	01/25/78	770579-W (TC)	Transfer/Amendment
8299	05/05/78	780057-WS (TC)	Transfer/Amendment
9483	08/05/80	791043-W	Transfer/Amendment
9635	11/14/80	800192-WS (AP)	Original Certificate
9688	12/10/80	791043-W (TC)	Amendatory
9988	05/05/81	780278-WS (TC)	Transfer/Amendment
10109	06/29/81	800636-WS (TC)	Transfer/Amendment
10109-A	07/31/81	800636-WS (MC)	Amendatory
14115	02/21/85	840304-WS	Original Certificate
15295	10/25/85	850695-WU	Amendment
19575	06/27/88	870633-WS	Transfer of Certificate
20647	01/24/89	881011-WU	Transfer/Amendment
20869	03/09/89	880605-WS	Transfer/Amendment
21636	07/31/89	890348-WU	Transfer/Amendment
23378	08/21/90	900106-WS	Transfer/Amendment
23459	09/11/90	900227-WU	Amendment
23505	09/18/90	900556-WU	Amendment
23656	10/23/90	891320-WU	Amendment
23852	12/10/90	900556-WU	Affirmation of Amendment
24230	03/12/91	900702-WU	Amendment

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 106-W**  
**(Page 2)**

to provide water service in Lake County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-93-0754-FOF-WU	05/18/93	921044-WU	Amendment
PSC-93-0754-A-FOF-WU	06/07/93	921044-WU	Amendatory
PSC-93-1150-FOF-WU	08/09/93	930129-WU	Amendment
PSC-93-1306-FOF-WU	09/08/93	930129-WU	Amendment
PSC-95-0268-FOF-WS	02/28/95	940091-WS	Transfer/Amendment
PSC-96-0131-FOF-WS	01/29/96	950231-WS	Amendment
PSC-96-0432-FOF-WU	03/28/96	950880-WU	Transfer/Amendment
PSC-96-1409-FOF-WU	11/20/96	960716-WU	Transfer of Certificate
PSC-97-0375-FOF-WU	04/07/97	960793-WU	Transfer/Amendment
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-99-2115-PAA-WS	10/25/99	981779-WS	Transfer of Certificate
PSC-02-1427-FOF-WU	10/18/02	990054-WU	Amendment/Deletion
PSC-03-0627-FOF-WU	05/23/03	021142-WU	Amendment
PSC-03-1235-FOF-WU	11/03/03	021137-WU	Amendment
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change



**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 268-S**

to provide wastewater service in Lee County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
8851	04/27/79	780586-S (AP)	Original Certificate
8851-A	05/09/79	780586-S (AP)	Amendatory
25242	10/22/91	910858-SU	Amendment
PSC-93-1487-FOF-SU	10/12/93	930673-SU	Amendment
PSC-99-1910-PAA-SU	09/27/99	982017-SU	Transfer of Certificate
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 346-W**

to provide water service in Marion County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
10471	12/23/81	810470-W (AP)	Original Certificate
12455	09/07/83	830283-W (EX)	Amendment
14000	01/14/85	840107-WU	Amendment
14178	03/14/85	850047-WU	Amendment
14474	06/17/85	850119-WU	Amendment
15294	10/24/85	850449-WU	Amendment
16487	08/19/86	860923-WU	Amendment
22978	05/24/90	900074-WU	Amendment
PSC-93-0343-FOF-WU	03/08/93	921071-WU	Amendment
PSC-94-0988-FOF-WU	08/15/94	930950-WU	Transfer/Amendment
PSC-99-1925-PAA-WU	09/28/99	981030-WU	Transfer/Amendment
PSC-99-2499-FOF-WU	12/21/99	981907-WU	Transfer of Majority Control
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 53-W**

to provide water service in Palm Beach County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5298	01/12/72	C-71484-W	Original Certificate
5434	05/30/72	72301-W	Transfer of Certificate
5538	10/03/72	T-72495-W	Transfer of Certificate
PSC-97-1149-FOF-WU	09/30/97	961535-WU	Transfer of Certificate
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 154-S**

to provide wastewater service in Pasco County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5605	12/27/72	C-72657-S	Original Certificate
6506	02/11/75	74091-S	Original Certificate
6506-A	06/29/84	74091-S	Amendatory
18243	10/05/87	870572-WS	Transfer of Certificate
20140	10/10/88	880472-WS	Transfer of Certificate
21146	04/28/89	890202-WS	Amendment
23728	11/07/90	900291-WS	Transfer of Certificate
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-99-0482-FOF-WS	03/08/99	981780-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 209-W**

to provide water service in Pasco County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5605	12/27/72	C-72656-W	Original Certificate
6506	02/11/75	74090-W	Original Certificate
6506-A	06/29/84	74090-W	Amendatory
18243	10/05/87	870572-WS	Transfer of Certificate
20140	10/10/88	880472-WS	Transfer of Certificate
21146	04/28/89	890202-WS	Amendment
23728	11/07/90	900291-WS	Transfer of Certificate
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-99-0482-FOF-WS	03/08/99	981780-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 506-S**

to provide wastewater service in Polk County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-1568-FOF-WS	12/23/96	960989-WS	Grandfather Certificate
PSC-96-1568-A-FOF-WS	12/24/96	960989-WS	Amendatory
PSC-97-0376-FOF-WS	04/07/97	960909-WS	Grandfather Certificate
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-98-0371-FOF-WS	03/06/98	961014-WS	Grandfather Certificate
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-99-1882-PAA-WS	09/21/99	981697-WS	Transfer of Certificate
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 587-W**

to provide water service in Polk County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-1568-FOF-WS	12/23/96	960989-WS	Grandfather Certificate
PSC-96-1568-A-FOF-WS	12/24/96	960989-WS	Amendatory
PSC-97-0376-FOF-WS	04/07/97	960909-WS	Grandfather Certificate
PSC-97-0427-FOF-WS	04/16/96	970028-WS	Name Change
PSC-98-0371-FOF-WS	03/06/98	961014-WS	Grandfather Certificate
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-99-1882-PAA-WS	09/21/99	981697-WS	Transfer of Certificate
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-04-0859-FOF-WU	09/02/04	040484-WU	Amendment
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 441-S**

to provide wastewater service in Sumter County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
19848	08/22/88	880013-WS	Grandfather Certificate
20518	12/23/88	880485-SU	Transfer of Certificate
PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer of Certificate
PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
PSC-96-0666-FOF-WS	05/14/96	951330-WS	Transfer of Majority Control
PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer of Certificate
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change



**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 507-W**

to provide water service in Sumter County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
19848	08/22/88	880013-WS	Grandfather Certificate
25012	09/04/91	910586-WU	Amendment
PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer of Certificate
PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
PSC-96-0666-FOF-WS	05/14/96	951330-WS	Transfer of Majority Control
PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer of Certificate
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

Certificate Number

513 - S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

Cal Clair, Inc. d/b/a Breeze Hill Utility

Whose principal address is:

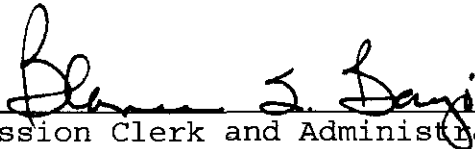
362 Breeze Hill  
Lake Wales, FL 33853-7375 (Polk County)

to provide wastewater service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

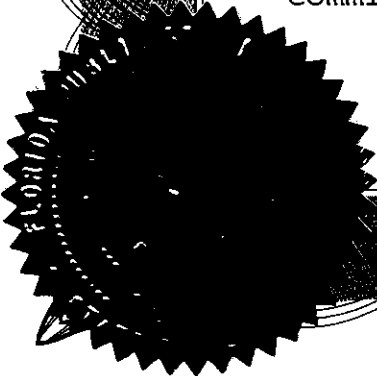
This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-98-1550-FOF-WS	DOCKET	971192-WS
ORDER	PSC-01-1985-FOF-WS	DOCKET	010801-WS
ORDER	PSC-03-1114-PAA-WS	DOCKET	030471-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



Commission Clerk and Administrative Services Director



**FLORIDA PUBLIC SERVICE COMMISSION**

Certificate Number

598 - W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

Cal Clair, Inc. d/b/a Breeze Hill Utility

Whose principal address is:

362 Breeze Hill  
Lake Wales, FL 33853-7375 (Polk County)

to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-98-1550-FOF-WS	DOCKET	971192-WS
ORDER	PSC-01-1985-FOF-WS	DOCKET	010801-WS
ORDER	PSC-03-1114-PAA-WS	DOCKET	030471-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

*Blaine S. Davis*

Commission Clerk and Administrative Services Director