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September 2, 2008

Ms. Ann Cole, Director Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850



Re: Docket No. 080517-WS -- Aqua Utilities Florida, Inc.'s Application for Approval of Transfer of Horizon Homes of Central Florida, Inc. and Five Land Group LLC's Water and Wastewater Systems and Amendment of Certificates in Sumter County, Florida.

Dear Ms. Cole:

Enclosed please find the original and four copies of Aqua Utilities Florida, Inc.'s Responses to Request for Clarification and Additional Information related to the above-cited docket. These responses are directed to the requests by Commission Staff contained in Ms. Patti Daniel's letter to me of August 21, 2008.

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

Thank you for your assistance with this filing.

Michael B. Twomey

Enclosures

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RCP	
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DOCUMENT NUMBER-DATE

08065 SEP-28

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

1. Operating without certificates. Please provide a statement explaining when and under what circumstances Jumper Creek began providing water and wastewater service prior to obtaining a certificate of authorization.

According to Florida Statues 367.022(6) & (7), the previous owner determined that it was not subject to regulation by the commission as a utility.

Jumper started to provide water and wastewater services in October 2006 the development known as Jumper Creek Manor.

DOCUMENT NUMBER-DATE 08065 SEP-28

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

2. Asset Purchase Agreement. Exhibit D of the application did not include pages 12 and 13 of the asset purchase agreement. Please submit the missing pages of the asset purchase agreement.

Pages 12 and 13 were left out – these contained an "Opinion Letter" from Seller's Counsel that was not executed. Attached are the applicable pages.

Schedule 3(b)

Opinion Letter from Seller's Counsel

{LETTERHEAD}

,2007

Aqua Utilities Florida, Inc. 1100 Thomas Avenue Leesburg, Florida 34748

Re: Asset Purchase Agreement (Sewer System Assets)

Dear Sirs:

I have ac	ted as counsel to the Seller in conjunctio	n with the Asset Purchase A	greement
dated as of	, 2007 (the "Agreement") between	en ("Seller") an	id Aqua
Utilities of Florid	da, Inc. ("Aqua Utilities Florida"). The		ua Utilities
Florida to acquir	e from Seller the Sewer System Assets, a	as defined therein, Aqua Uti	ilities
Florida located in	n the development known as the	which is situated in	
County, Florida	(collectively herein called the "Sewer Sy	stem Assets").	

I have examined the Agreement and the certifications, documents and instruments delivered pursuant thereto. I have also examined original copies, certified copies and file copies of records, agreements, instruments, certificates of public officials and officers and other documents relating to the Sewer System Assets.

Based upon the foregoing, I am of the opinion that:

- (a) Seller is a Florida corporation, duly organized and validly existing. Seller is in good standing under the laws of the State of Florida.
- (b) Seller has all requisite power, authority, permission and regulatory authorizations to own and operate the Sewer System Assets and to carry on the irrigation supply system business as it has been and is now being conducted.

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Page 12 of 13

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- (c) Neither the execution and delivery of the Agreement by Seller, nor consummation and performance of the transactions contemplated thereby (i) requires the approval or consent of any federal, state, local or other governmental body or agency that has not been obtained, (ii) results in the violation of any law, ordinance or regulation to which Seller is subject; or (iii) results in a violation of any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality which is applicable to Seller.
- (d) The execution and delivery of the Agreement and the performance of the transactions contemplated hereby does not violate, conflict with or result in the breach (with or without the giving of notice or lapse of time or both) of any term, condition or provision of any instrument, contract, lease, agreement, permit, certificate or other document to which Seller is a party, or is otherwise bound or affected, or by which any of Sewer System Assets may be bound or affected.
- (e) Seller has full power and authority to execute this Agreement and to sell, convey, assign, transfer and deliver the Sewer System Assets to Aqua Utilities Florida as provided in the Agreement.
- (f) All proceedings required to be taken by the Seller's members to carry out the Agreement, and to authorize the Seller to sell, convey, assign, transfer and deliver to Aqua Utilities Florida the Sewer System Assets pursuant to the Agreement have been duly and properly taken.
- (g) The Agreement has been duly executed and delivered by Seller and is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms of the Agreement.
- (h) The instruments delivered by Seller to transfer the Sewer System Assets to Aqua Utilities Florida have been duly authorized, executed and delivered, are legal, valid and binding in accordance with their terms.

The opinions expressed herein are limited to matters of federal law and the laws of the State of Florida. This opinion is provided to Aqua Utilities Florida solely for the purpose of complying with Seller's obligations under the Agreement. This opinion is given for Aqua Utilities Florida's use and benefit and, except as may not be relied upon by any other person without the prior written consent of the undersigned.

Sincerely yours,

{Attorney for Seller}

Mr

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

3. Permits. Please provide the numbers and dates of any construction or operating permits issued for the systems by the Department of Environmental Protection.

Water plant permit number: PWS 6605002 dated; 01/21/04. Wastewater plant permit number: FLA336963 dated; 12/09/04.

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

4. Managing the Utility. Has Aqua taken over operations of the utility and, if so, when did Aqua take over operation of the utility?

Aqua took over operating these facilities on or about December 1st, 2007. For approximately 30 days Aqua staff members operated the water and wastewater systems. On December 31, 2007 Aqua purchased both systems.

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

5. Number of Customers. Please submit a schedule showing the number of customers currently served, by class (residential, general, and irrigation) and meter size, as well as the number of customers projected to be serve when the service territory is fully occupied.

At acquisition, Jumper Creek had 35 residential, 5/8" x 3/4" Meter customers. At total build-out, it is projected that Jumper Creek will serve approximately 115 residential customers.

As of August 2008, Jumper Creek has 44 residential, 5/8" x 3/4" meter customers.

See attached listing of the block and lots that are available to be served. The currently served customers are shown in the list in the appropriate block and lot.

JUMPER CREEK CUSTOMERS AT CONVERSION

Lot#	Blk#	Customer							Deposit Paid	
1 018	A	Jumper Creek JV	0704		te Address			Meter#	Water	Sewer
2 024	A	Jumper Creek JV		SE 75th Blvd.	Bushnell	Florida	33513	83112890		
3 025	A	Jumper Creek JV		SE 75th Blvd.	Bushnell	Florida	33513	83112886		
4 026	A	Jumper Creek JV	2810	SE 75th Blvd.	Bushnell	Florida	33513	83112887		
5 028	A	Brenda Fluitt		SE 75th Blvd.	Bushnell	Florida	33513	83112894		
6 029	A	Jumper Creek JV		SE 75th Blvd.	Bushnell	Florida	33513	83085111	25.00	40.00
7 003	В	Seurojanee Rampersad		SE 75th Blvd.	Bushnell	Florida	33513	83112891		
8 004	В	Seurojanee Rampersad & Kamulcham Ramlagan	7320	SE 26th Drive	Bushnell	Florida	33513	83112878	25.00	40.00
9 005		Haripersad Basdeo		SE 26th Drive	Bushnell	Florida	33513	83112903	25.00	40.00
10 006	В	Ria Basdeo	7340	SE 26th Drive	Bushnell	Florida	33513	83112883	25.00	40.00
11 007		Neeralah Ramsahai		SE 26th Drive	Bushnell	Florida	33513	83112877	25.00	40.00
12 008	В	Hanny Chetram	7360	SE 26th Drive	Bushnell	Florida	33513	83085113	25.00	40.00
13 009	В	Tashika Forde	7370	SE 26th Drive	Bushnell	Florida	33513	83085115	25.00	40.00
14 010		Kevin & Cindy Kelley	7380	SE 26th Drive	Bushnell	Florida	33513	83112902	25.00	40.00
15 011	В	Ray Webb	7390	SE 26th Drive	Bushnell	Florida	33513	83112898	25.00	40.00
16 012	В	Harry Pecunia		SE 26th Drive	Bushnell	Florida	33513	83112897	25.00	40.00
17 013	В	Ramrattan Harrinarain		SE 26th Drive	Bushnell	Florida	33513	83112901	25.00	40.00
18 014	B	Surujdal Kuldeep		SE 75th Blvd.	Bushnell	Florida	33513	83112896	25.00	40.00
19 015	B	Jumper Creek JV		SE 75th Blvd.	Bushnell	Florida	33513	83112904	25.00	40.00
20 016		Subhagwati Lohitaswa		SE 75th Blvd.	Bushnell	Florida	33513	83112905		
21 017		Terrence Gunn		SE 75th Blvd.	Bushnell	Florida	33513	83112900	25.00	40.00
22 018		Desmond & Debby Thomas		SE 75th Blvd.	Bushnell	Florida	33513	83112880	25.00	40.00
23 019		Shalleshbhal Patel	2480		Bushnell	Florida	33513	83112879	25.00	40.00
24 020		Muniram & Indranie Doobay			Bushnell	Florida	33513	83112899	25.00	40.00
25 021		Ray Webb			Bushnell	Florida	33513	83112884	25.00	40.00
26 022		Jasper Smith			Bushnell	Florida	33513	83112876	25.00	40.00
27 023		Jumper Creek JV	2420		Bushnell	Florida	33513	83112882	25.00	40.00
28 026		Clive Heath	2404	SE 75th Blvd.	Bushnell	Florida	33513	83112892		
29 027		Jumper Creek JV		SE 75th Blvd.	Bushnell	Florida	33513	83112885	25.00	40.00
30 028		Jumper Creek JV			Bushnell	Florida	33513	83112888		
31 029		Jeff & Connie Hoover	2344		Bushnell	Florida	33513	83112895		
32 030			2314 9		Bushnell	Florida	33513	83085114	25.00	40.00
33 031		Steve & Karen Binegar Jumper Creek JV			Bushnell	Florida	33513	83112881	25.00	40.00
34 033		Parbattie Sieunarine	2329		Bushnell	Florida	33513	83112893		
35 026		Ashok & Aruna Patel			Bushnell	Florida	33513	83085112	25.00	40.00
020	·	ASHOR & ARUBA Pater	2465 3	SE 75th Blvd.	Bushnell	Florida	33513	83112889	25.00	40.00
				 -					625.00	1,000.00

JUMPER CREEK POSSIBLE CUSTOMERS AT BUILD OUT

									Г	Deposit	Paid
	Lot#	Blk#	Customer		Si	te Address			Meter#	Water	Sewer
1	001	Α			L				1		
2	002	Α									
3	003	Α									
4	004	Α									
5	005	Α									
6	006	Α									
7	007	Α									
8	008	Α									
9	009	A									
10	010	A									
11	011	Α									
12	012	Α									
13	013	Α									
14	014	Α									
15	015	Α									
16	016	Α									
17	017	Α									
18	018	Α	Jumper Creek JV	2704	SE 75th Blvd.	Bushnell	Florida	33513	83112890		
19	019	Α					, in the second				
20	020	Α									
21	021	Α									
22	022	<u>A</u>									
23	023	Α		ļ							- · · · · · · · · · · · · · · · · · · ·
24	024		Jumper Creek JV	2796	SE 75th Blvd.	Bushnell	Florida	33513			
25	025		Jumper Creek JV		SE 75th Blvd.	Bushnell	Florida	33513	83112887		
26	026	Α	Jumper Creek JV	2824	SE 75th Blvd.	Bushnell	Florida	33513	83112894		·
27	027	Α									
28	028		Brenda Fluitt		SE 75th Blvd.	Bushnell	Florida	33513	83085111	25.00	40.00
29	029	Α	Jumper Creek JV	2870	SE 75th Blvd.	Bushnell	Florida	33513	83112891		
30	030	Α						<u> </u>			
31	031	A									
32	032	Α									
33	033	Α									
34	034	A									
35	035	Α									
36	036	Α									
37	037	Α									
38	001	В									

									F	Deposit	Paid
	Lot#	Blk#	Customer		Sit	e Address			Meter#	Water	Sewer
39	002	В				1					
40	003		Seurojanee Rampersad			Bushnell	Florida	33513	83112878	25.00	40.00
41	004	В	Seurojanee Rampersad & Kamulcham Ramlagan	7330	SE 26th Drive	Bushnell	Florida	33513	83112903	25.00	40.00
42	005		Haripersad Basdeo	7340	SE 26th Drive	Bushnell	Florida	33513	83112883	25.00	40.00
43	006	В	Ria Basdeo	7350	SE 26th Drive	Bushnell	Florida	33513	83112877	25.00	40.00
44	007	В	Neeralah Ramsahai			Bushnell	Florida	33513	83085113	25.00	40.00
45	800	В	Hanny Chetram	7370	SE 26th Drive	Bushnell	Florida	33513	83085115	25.00	40.00
46	009	В	Tashika Forde	7380	SE 26th Drive	Bushnell	Florida	33513	83112902	25.00	40.00
47	010	В.,	Kevin & Cindy Kelley			Bushnell	Florida	33513	83112898	25.00	40.00
48	011	В	Ray Webb	7400	SE 26th Drive	Bushnell	Florida	33513	83112897	25.00	40.00
49	012	В	Harry Pecunia	7410	SE 26th Drive	Bushnell	Florida	33513	83112901	25.00	40.00
50	013	В	Ramrattan Harrinarain		SE 75th Blvd.	Bushnell	Florida	33513	83112896	25.00	40.00
51	014	В	Surujdal Kuldeep		SE 75th Blvd.	Bushnell	Florida	33513	83112904	25.00	40.00
52	015	В	Jumper Creek JV		SE 75th Blvd.	Bushnell	Florida	33513	83112905		
53	016	В	Subhagwati Lohitaswa		SE 75th Blvd.	Bushnell	Florida	33513	83112900	25.00	40.00
54	017	В	Terrence Gunn		SE 75th Blvd.	Bushnell	Florida	33513	83112880	25.00	40.00
55	018	В	Desmond & Debby Thomas		SE 75th Blvd.	Bushnell	Florida	33513	83112879	25.00	40.00
56	019	В	Shalleshbhal Patel	2466	SE 75th Blvd.	Bushnell	Florida	33513	83112899	25.00	40.00
57	020	В	Muniram & Indranie Doobay	2450	SE 75th Blvd.	Bushnell	Florida	33513	83112884	25.00	40.00
58	021	В	Ray Webb		SE 75th Blvd.	Bushnell	Florida	33513	83112876	25.00	40.00
59	022	В	Jasper Smith		SE 75th Blvd.	Bushnell	Florida	33513	83112882	25.00	40.00
60	023	В	Jumper Creek JV	2404	SE 75th Blvd.	Bushnell	Florida	33513	83112892		
61	024	В									
62	025	В				\					
63	026	В	Clive Heath		SE 75th Blvd.	Bushnell	Florida	33513	83112885	25.00	40.00
64	027	В	Jumper Creek JV	2360	SE 75th Blvd.	Bushnell	Florida	33513	83112888		
65	028	В	Jumper Creek JV	2344	SE 75th Blvd.	Bushnell	Florida	33513	83112895		
66	029	В	Jeff & Connie Hoover	2314	SE 75th Blvd.	Bushnell	Florida	33513	83085114	25.00	40.00
67	030	В	Steve & Karen Binegar	2315	SE 75th Blvd.	Bushnell	Florida	33513	83112881	25.00	40.00
68	031	В	Jumper Creek JV	2329	SE 75th Blvd.	Bushnell	Florida	33513	83112893		
69	032	В		1				· ·			_
70	033	В	Parbattie Sieunarine	2359	SE 75th Blvd.	Bushnell	Florida	33513	83085112	25.00	40.00
71	034	В		1					1		
72	035	В		1							
73	036	В					1				
74	037	B					1	1	1		
75	038	В					1	<u> </u>			
76	039	В				<u> </u>		1			
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77	040	В	}	1	1	i	1	1]	I	

											t Paid
]	Lot#	Bik#	Customer		Site	e Address			Meter#	Water	Sewer
79	042	В									
80	001	С									
81	002	C									
82	003	C									
83	004	С									
84	005	С									
85	006	С									
86	007	С		 							
87	008	С									
88	009	C									
89	010	C									
90	011	C									
91 92	013	C									
93	013	c									
94	015	č									
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98	019	C					<u> </u>				
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101	022	С				<u> </u>					
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103	024	С		 _		ļ	ļ	 			
104	025	С		10105	OF 75th Divid	Descharati	Florida	33513	83112889	25.00	40.00
105	026	C	Ashok & Aruna Patel	2465	SE 75th Blvd.	Bushnell	Fiorida	33313	03112009	23.00	40.00
106	001	D			 	} _	 				
107	002			├		 	 	 		 	
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115	010	D	<u> </u>								·

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

6. Source of Irrigation. Do the customers of Jumper Creek use potable water for irrigation or is there a reuse system? Are there separate meters for irrigation?

Jumper Creek does not have a reuse system at this time. Customers use potable water for irrigation. If desired, the customers can request a separate meter for irrigation. It would be consider a water only customer, with no charges billed for wastewater. The charges would be the monthly water base facility charge and gallonage charges.

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

7. Land. Please provide confirmation that the deed is accurate for the water and wastewater land as shown on Exhibits O and R. Exhibit O appears to be an affidavit and a legal description for one lot. This lot cannot be located on the service area map provided. The legal description attached to Exhibit R is the entire service area requested.

The Warranty Deed provided as Exhibit R is the correct legal description and should be also Exhibit O. Attached is the copy of that deed.

Prepared By and Return To: Lee Stuart Smith, Esq. HOLLAND & KNIGHT LLP 200 S. Orange Avenue, Suite 2600 Orlando, Florida 32801

Property Appraisers ID #: 242122-N24A117

WARRANTY DEED

THIS WARRANTY DEED made the day of , 2007 by

JUMPER CREEK JOINT VENTURE, a Florida joint venture, having a place of business at

(hereinafter referred to as the "Grantor"), to

AQUA UTILITIES FLORIDA, INC., a Florida corporation, having a place of business at 1100

Thomas Avenue, Leesburg, Florida 37478 (hereinafter referred to as the "Grantee"):

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell and convey to the Grantee, all that certain land situate in **Sumter** County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property")

The Property is subject to those certain matters better described on the attached Exhibit "B" (the "Permitted Exceptions") incorporated herein by this reference, which shall run with the land and be binding upon the Grantee and its successors and/or assigns.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND the Grantor does hereby covenant with the Grantee that it is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that it fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Two Witnesses	JUMPER CREEK JOINT VENTURE, a Florida joint venture
Printed Name: Dichtura Brown	<u>-</u>
Printed Naple: Park V. Schuctes	By:
STATE OF FLORIDA COUNTY OF Serial	-
of Jumper Creek Joint Venture, a F	acknowledged before me this 14 day of the Joint Venture, as produced as
identification.	as producedas
	SEAL SEAL
	Signature of Notary Public State of Howard Commission Number: DD 408847
	Notary Public State of Flore Da Richard C Brown My Commission DD403847

Exhibit "A"

(Legal Description)

ALL OF TRACTS OR PARCELS 4, 5 AND 6 OF PLAT RECORDED AT PLAT BOOK 9, PAGE 5, SUMTER COUNTY, FLORIDA RECORDS, BEING A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION OF JUMPER CREEK MANOR

BEGIN AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 22 BAST. SUMTER COUNTY, FLORIDA; THENCE S.89°5427"W. ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 A DISTANCE OF 660.60 FEET TO A POINT BEING ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE N.00°02'51"W. ALONG SAID EAST LINE A DISTANCE OF 362.66 FEET: THENCE S.89°55'28"W. A DISTANCE OF 320.00 FEET: THENCE N.00°02'51" W. A. DISTANCE OF 250.00 FEET TO A POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 48, HAVING A 100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY: THENCE S.89°55'28"W. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 365.39 FEET TO A POINT BEING 25.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULARLY TO, THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 24: THENCE S.00°01'42"E. PARALLEL TO SAD) WEST LINE A DISTANCE OF 2.297.15 PEET; THENCE N.89°57'30"E. PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24 A DISTANCE OF 927.35 FEET TO A POINT BRING ON THE WEST LINE OF THE SOUTH 60(100 FEET OF THE EAST 420.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24: THENCE N.00°04'05"W. ALONG SAIL) WEST LINE A DISTANCE OF 293.06 FEET TO A POINT BEING ON THE NORTH LINE OF THE SOUTH 600,00 FEET OF THE EAST 420,00 FFFT OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24: THENCE N.S9°5T42'E. ALONG SAID NORTH LINE A DISTANCE OF 420.00 FEET TO A POINT BEING ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE N.60°04'05"W. ALONG SAID EAST LINE A DISTANCE OF 72813 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 114 OF SAID SECTION 24; THENCE N.O0°04'OI"W. ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 A DISTANCE OF 664.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD.

BEING THE SAME PROPERTY CONVEYED TO JUMPER CREEK JOINT VENTURE BY VIR I'UE OF GENERAL WARRANTY DEED FROM FIVE LAND GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DA'TED APRIL 12, 2005, RECORDED MAY 26, 2005, IN INSTRUMENT NO. 2005-17677, BOOK 1381, PAGE 364, SUMTER COUNTY, FLORIDA RECORDS

Exhibit "B" (Permitted Exceptions)

- 1. All taxes for the year 2008 and subsequent years, not yet due and payable.
- 2. Easements, rights of way, boundary lines and improvements as appearing on plat recorded in Plat Book 9, Page 5, Public Records of Sumter County, Florida.
- 3. Terms and conditions as set forth in Declaration of Covenants, Conditions, and Restrictions for Jumper Creek Manor, recorded June 6, 2006, in Instrument #2006-18487, Book 1590, Page 104, as amended by First Amendment to The Declaration of Covenants, Conditions, Restrictions for Jumper Creek Manor, dated November 1, 2006, recorded November 9, 2006 in Instrument #2006-36794, Official Records Book 1681, Page 727, all of the Public Records of Sumter County, Florida.
- 4. Terms and conditions as set forth in Memorandum of Joint Venture Agreement made by and between Horizon Homes of Central Florida, Inc. and Five Land Group, LLC, dated July 24, 2004, recorded May 26, 2005, in Instruments #2005-17678, Official Records Book 1381, Page 367, Public Records of Sumter County, Florida.
- Terms and conditions of Specific Power of Attorney made by James S. Fox, Five Land Group, LLC and Gregg A. Wasserman, dated July 5, 2006, recorded July 17, 2006 in Official Records Book 1618, Page 382, Public Records of Sumter County, Florida.

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

8. Rates and Charges. Please provide a statement listing the date and under what authority the current rates and charges were established.

The current rate structure was established October 2006. The rate structure that was instituted was not under any Authority. This system was serving 35 customers upon purchase in December of 2007 which did not require the FPSC regulation.

JUMPER CREEK RATES, FEES AND OTHER CHARGES

WATER	Basa Faci	ility Charge			
	base Faci	(Includes 10,000 Gals.)	\$	25.00	
	Consumn	tion Charges			
	Concump	Over 10,000 Gallons	\$	2.50	/ 1,000
SEWER					
	Flat Rate		\$	40.00	
DEPOSIT		(O. Conservation 1995)	•	F0.00	
	Water	(2 times average bill)	3	50.00	
	Sewer	(2 times average bill)	\$ \$ \$	80.00	-
	Total			130.00	=
METER SI	ET FEE Water Onl	у	\$	220.00	
OTUED M	ISC CHAR	050			
OTHERM	ISC CHAR	Initial Connection	\$	25.00	
		Normal Reconnection	\$	25.00	
		Cviolation Reconnection	\$	35.00	
		Premises Visit		25.00	
		Returned Check Charge	\$	50.00	
		Late Fee	\$ \$ \$	25.00	
		· · · · · · · · · · · · · · · · · · ·			

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

9. Historical Costs. Please provide support for the proposed rates, service availability charges, and miscellaneous charges, including schedules showing the original cost of the water and wastewater utility assets, depreciation, contributions in aid of construction, capital structure and the operating expenses for Jumper Creek under the prior owners management using the National Association of Regulatory Utility Commissioners Uniform system of accounts (NARUC USOA)

The previous owner was exempt from regulation according to FS 367.022 and the current rates, service availability charges and miscellaneous charges were established based on the operating budget of the previous owner. Aqua is adopting these rates at this time.

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

10. Project Cost. Please provide a schedule showing the gallons of water pumped and wastewater treated and the revenues and expenses for the utility operations for the most recent twelve month period available. If the most recent twelve month period of expenses and revenues are reflective of the prior owners of Jumper Creek operations, then please provide the projected expenses and revenues expected under the management of Aqua Utilities Florida, Inc. using the NARUC USOA.

Attached are schedules of the water pumped and wastewater treated for the 7 months ended July 2008, which is the period of time under Aqua's management.

Also attached is a summary of the revenues and expenses for the same time period.

JUMPER CREEK SUMMARY OF WATER PUMPED AND SEWER TREATMENT SEVEN MONTH ENDED JULY 2008

	Water	Wastewater
	Pumped	Treated
January	186.6	0.111
February	171.3	0.113
March	206.5	0.127
April	193.7	0.134
May	249.1	0.149
June	232.1	0.138
July	205.9	0.171
7 Month Total	1,445.2	0.943
7 Month Average	206.5	0.135

JUMPER CREEK Summary of Revenue & Expense

REVENUE

461-100 Metered Sales - Residential 521-100 Flat Rate - Residential 471-000 Misc Service Revenue TOTAL REVENUE

Jan	Feb	Mar	Apr	May	Jun	Jul	7 Month Total
875.00 1,400.00	1,268.95 1,776.11	961.17 1,322.67	987.04 1,445.32	824.33 1,129.33	1,520.45 2,186.70	1,104.06 725.30	7,541.00 9,985.43
2,275.00	3,045.06	2,283.84	2,432.36	1,953.66	3,707.15	1,829.36	17,526.43

7 Month Average
1,077.29 1,426.49
2,503.78

EXPENSE

		Jan	Feb	Mar	Apr	May	Jun	Jul	Total
107.4					_				
Water:	1 ab an	440.44	0.44.07]
601/603	Labor	419.14	344.97	625.50	487.75	441.90	569.91	888.23	3,777.40
604	Benefits	231.55	176.13	134.83	189.32	217.47	239.43	189.79	1,378.52
615	Purchased Power	57.00	116.74	118.06	109.51	104.05	103.28	99.78	708.42
618	Chemicals	65.95		27.80	17.00	49.20	74.00	31.60	265.55
620	Matl & Supplies		116.59		388.32	64.50			569.41
632	OS-Accounting	3.55	3.55	3.55	3.55	3.55	3.55	3.55	24.85
634	OS-Management Fees	42.74	47.25	71,79	66.00	58.79	57.68	48.12	392.37
635	OS-Testing	,		78.00	29.00	104.00		64.00	275.00
636	OS-Other	31.30	27.15	25.17	24.64	122.27	26.59	160.15	417.27
650	Transportation	43.26	41.62	4 6.84	50.32	45.96	49.35	62.56	339.91
656-658	Insurances	18.28	18.28	18.29	18.28	18.28	18.29	18.28	127.98
675	Miscellaneous	225.62	229.24	303.07	261.48	231.98	242.44	1,003.78	2,497.61
670	Bad Debt	17.50	25.38	19.22	19.74	16.49	186.34	92.75	377.42
	Total Water	1,155.89	1,146.90	1,472.12	1,664.91	1,478.44	1,570.86	2,662.59	11,151.71
Wastewat									i
		400.40	004.40	200.05	400.00	504.00	7		
701/703	Labor	493.42	384.10	390.35	483.29	561.96	761.83	536.87	3,611.82
704	Benefits	257.26	201.61	122.75	177.04	216.45	254.65	255.07	1,484.83
711	Sludge Hauling								-
715	Purchased Power	119.20	242.94	300.86	186.08	172.96	224.09	243.71	1,489.84
718	Chemicals	44.10		60.20	118.20	130.80	71.60	202.80	627.70
720	Matl & Supplies	ŀ			51.15			178.89	230.04
732	OS-Accounting	3.55	3.55	3.55	3.55	3.55	3.55	3.55	24.85
734	OS-Management Fees	42.74	47.25	71.79	66.00	58.79	57.68	48.12	392.37
735	OS-Testing					95.00	80.00	95.00	270.00
736	OS-Other	31.30	27.15	25.17	24.64	1,144.93	26.59	1,115.47	2,395.25
650	Transportation	43.26	41.62	46.84	50.32	45.96	49.35	62.56	339.91
756-758	Insurances	18.28	18.28	18.29	18.28	18.28	18.29	18.28	127.98
775	Miscellaneous	225.62	229.24	303.07	261.48	231.98	242.44	1,003.78	2,497.61
7 70	Bad Debt	_ 28.00	35.52	26.45	28.91	22.59	263.34	148.40	553.21
	Total Wastewater	1,306.73	1,231.26	1,369.32	1,468.94	2,703.25	2,053.41	3,912.50	14,045.41
	TOTAL O&M EXPENSE	2,462.62	2,378.16	2,841.44	3,133.85	4,181.69	3,624.27	6,575.09	25,197.12

7 Month	ŀ	7 Month
Total	l	Average
	l	,
3,777.40		539.63
1,378.52		196.93
708.42	l	101.20
265.55	İ	37.94
569.41		81.34
24.85		3.55
392.37		56.05
275.00	ĺ	39.29
417.27		59.61
339.91	l	48.56
127.98		18.28
2,497.61		356.80
377.42	l	53.92
11,151.71		1,593.10
2 644 00		545.07
3,611.82		515.97
1,484.83		212.12
1,489.84	ŀ	212.83
627.70	, i	89.67
230.04		32.86
24.85		32.00
392.37		56.05
270.00		38.57
2,395.25		36.57 342.18
339.91		48.56
127.98		18.28
2,497.61		356.80
553.21	l	79.03
14.045.41		2,006,49
25,197.12		3,599.59

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

11. Acquisition Adjustment. A negative acquisition adjustment is required when the purchased price is less than 80 percent of the net book value pursuant to Rule 25-30.03781(3)(b), Florida Administrative Code. Please provide documentation regarding the utility's net book value amount and a calculation of the negative acquisition adjustment.

Attached is a summary of the calculated rate base and a detailed schedule of the assets and depreciation at August 1, 2008.

JUMPER CREEK - RATE BASE AT ACQUISITION, PLUS POST ACQUISITION

R 10,250 2,654)	WASTEWATER 406,541 (18,405)	TOTAL 906,791
•		· ·
2.654)	(40.405)	· ·
	(18,405)	(41,059)
-	,	
		_
		_
7,596	388,136	865,732
	7,596	7,596 388,136

JUMPER CREEK MANOR UTILITY PLANT IN SERVICE / ACCUMULATED DEPRECIATION 7/31/2008 (Acquisition Assets Plus Post-Acquisition Assets)

P/A #	Group	Depreciation	Deprec.	Date in	Book Cost	Expense	Accumulated Depreciation		Net UPIS
	·		Lives	Service	12/31/2007	2007	12/31/2007		12/31/2007
		WATER			A A A A A A A A A A A A A A A A A A A				
303	LAND				# 0.50 (Miles) W 0.50 (Miles)		***************************************		
		Land and Land Rights - (.33 Acres)	N/A	01/01/07	2,271.39		-		2,271.39
					2,271.39	-	-		2,271.39
304	STRUCTUR	ES & IMPROVEMENTS							-
		Construct 12' Service Road-Water & Sewer Only)	28	01/01/07	6,486.15	231.65	231.65		6,254.51
					6,486.15	231.65	231.65		6,254.51
307	WELLS								
		Well #1 - 8"	27	01/01/07	16,447.00	609.15	609.15		15,837.85
		Well #2 - 12"	27	01/01/07	42,504.00	1,574.22	1,574.22		40,929.78
000	*********	- 4 THE LIT II ON NEADERS			58,951.00	2,183.37	2,183.37		56,767.63
320	WATERIR	EATMENT EQUIPMENT	٠	0.4/0.4/0.					
		Water Treatment Plant	17	01/01/07	275,513.42	16,206.67	16,206.67		259,306.75
		Replace Stenner Pump (Post Acquisition)	17	05/31/08	268.33	3.95	3.95		264.38
331	TDANENIC	SION & DISTRIBUTION			275,781.75	16,210.62	16,210.62		259,571.13
331	IKANSMIS	6" Water Line (4,720 ft)	38	01/01/07	E0 44C 47	4 500 07	4 500 07		50 500 70
		4: Water Line (760 ft)	38 38	01/01/07	58,116.17	1,529.37	1,529.37		56,586.79
		2" Water Line (500 ft)	38 38	01/01/07	5,934.88	156.18	156.18		5,778.70
		4" Gate Valve (3 ea)	38	01/01/07	4,508.65 2,764.33	118.65 72.75	118.65 72.75		4,390.00
		6" Gate Valve (10 ea)	38	01/01/07					2,691.58
		2" Blow off (1 ea)	38	01/01/07	11,351.11	298.71 16.69	298.71		11,052.40
		Backflow Preventer (2 ea)	38	01/01/07	634.33 1,923.01	50.61	16.69 50.61		617.63
		Dackilow i Teventer (2 ea)	30	01/01/07	85,232.48	2,242.96	2,242.96		1,872.41
333	SERVICES			}	05,232.40	2,242.90	2,242.90	-	82,989.52
000	OLIVIOLO	Single Water Services	35	01/01/07	1,669.28	47.69	47.69		1,621.59
		Single Water Services - Picnic	35	01/01/07	1,736.05	49.60	49.60		1,686.45
		Double Water Services	35	01/01/07	29,379.35	839.41	839.41		28,539.94
		240 Services (CO #4)	35	01/01/07	6,054.94	173.00	173.00		5,881.95
		270 00111000 (00 1/1)	00	01/01/01	38,839.62	1,109.70	1,109.70	-	37,729.92
334	METERS			1	30,033.02	1,103.70	1,109.70		31,123.32
		Meters & Meter Installation - (36 - 5/8" x 3/4")	17	01/01/07	3,481.35	204.79	204.79		3,276.56
		Retire - 36 Meters (Post-Acquisition)	17	01/01/07	(3,481.35)	(204.79)	(204.79)		(3,276.56)
		Install New RF Meters (35 - 5/8" x 3/4") - (Post	• • •	01/01/01	(0,701.00)	(204.78)	(204.13)		(3,270.30)
		Acquisition)	17	08/01/08	5,645.15		_		5,645.15
			• •	33,31,33	5,645.15				5,645.15
335	FIRE HYDR	ANTS		ŀ	J,070.13				3,043.13
		Fire Hydrant	40	01/01/07	27,042.35	676.06	676.06		26,366.30
			10	0.,,01,01	27,042.35	676.06	676.06	-500	26,366.30
		TOTAL WATER		ŀ	500,249.90	22,654.36	22,654.36		477,595.54
		· · · · · · · · · · · · · · · · · · ·		ł	000,270.00	22,037.30	22,054.50	drii St.	711,000.04

JUMPER CREEK MANOR @ Acquisition UTILITY PLANT IN SERVICE / ACCUMULATED DEPRECIATION December 31, 2007

P/A #	Group	Depreciation	Deprec.	Date in	Book Cost	Expense	Accumulated Depreciation	Net UPIS
			Lives	Service	12/31/2007	2007	12/31/2007	12/31/2007
		WASTEWATER						
353	LAND							
		Land and Land Rights - WWTP (2.68 Acres)	N/A	01/01/07	18,446.44	-	-	18,446.44
		Land and Land Rights - Lift Station (.04 Acres)			275.32		-	275.32
					18,721.76		-	18,721.76
354	STRUCTUR	ES & IMPROVEMENTS						
		Construct 12' Service Road-Water & Sewer Only)	27	01/01/07	5,631.31	208.57	208.57	5,422.75
		Lift Station-Fencing	27	01/01/07	2,600.00	96.30	96.30	2,503.70
	0011507	NO OFFICE OF ANITA		1	8,231.31	304.86	304.86	7,926.45
360	COLLECTR	ONS SEWERS - GRAVITY	40	04/04/07	00.050.00	0.000.77	0.000 ==	04.050.00
		8" PVC Gravity (0'-6' Deep)	40	01/01/07	83,950.83	2,098.77	2,098.77	81,852.06
361	COLLECTIO	ONS SEWERS - FORCE			83,950.83	2,098.77	2,098.77	81,852.06
301	COLLEGIA	4" Sanitary Lateral	27	01/01/07	1,208.31	44.75	44.75	1,163.56
		4" Double Sanitary Lateral	27	01/01/07	22,555.16	835.38	835.38	21,719.78
		4" Force Main	27	01/01/07	9.032.80	334.55	334.55	8,698.25
		, 1 5,55 mg	_,	0 0 0.1	32,796.27	1,214.68	1,214.68	31,581.59
362	MANHOLES	8		Ì		,_,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		Manhole 4-6	37	01/01/07	19,937.15	538.84	538.84	19,398.31
		Manhole 6-8	37	01/01/07	23,494.95	635.00	635.00	22,859.96
		Manhole 8-10	37	01/01/07	5,034.63	136.07	136.07	4,898.56
		Manhole 10-12	37	01/01/07	6,041.56	163.29	163.29	<u>5,8</u> 78.27
				•	54,508.30	1,473.20	1,473.20	53,035.10
371	PUMPING E	EQUIPMENT						
		Lift Station	18	01/01/07	47,191.29	2,621.74	2,621.74	44,569.56
		Lift Station-Electric	18	01/01/07	3,381.40	187.86	187.86	3,193.54
200	TOUATMEN	IT & DICOGRAI			50,572.69	2,809.59	2,809.59	47,763.10
380	IKEAIMEN	IT & DISPOSAL WWTP	15	01/01/07	150,770.48	10,051.37	10,051.37	140,719.12
		Convert Wells (Monitoring Wells)	15	01/01/07	5,341.70	356.11	356.11	4,985.59
		WWTP-Electric	15	01/01/07	1,379.40	91.96	91.96	1,287.44
		Replace Stenner Pump (Post Acquisition)	15	05/31/08	268.33	4.47	4.47	263.86
		replace of officer Fullip (Fost Acquisition)	10	00/01/00	157,759.91	10,503.91	10,503.91	147,256.00
					107,700.01	10,000.01	10,000.01	141,230.00
		TOTAL WASTEWATER			406,541.08	18,405.01	18,405,01	388,136.06
						.5,,0		300,100,00
		TOTAL WATER AND WASTEWATER			906,790.97	41,059.37	41,059.37	865,731.60

			Pave-R	ite, Inc.		SECO-Elect Se	v Installation	A ALI C ALI		
Description	No. of Units		-							
		Day Day #7	Allocation		June 23, 2006			\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		
Water		Pay Req #7	Allocation	Amount	Inv	Allocation	Amount	Vendors Vendors	_[[Total
303 Land @ WTP (.33 Acres)	Lump				A A					A1
304 Construct 12' Service Road-Water & Sewer Only)	Lump	5,099.85	0.48%	937,49		1,50%	448.81	Horizons Homes	2,271.39	2,271.39
307 Well #1 - 8"	Lump		0.00%	-		0.00%	440.01	Earl's Well Drilling & Pump Serv, Inc.	44,000,00	6,486.15
307 Well #1 - 8"	Lump		0.00%	-		0.00%	_	Plant Technicians, Inc.	14,086.00	14,086.00
307 Well #2 - 12" 320 Water Treatment Plant	Lump	1	0.00%	-	3	0.00%		C.W.D.I., Inc. dba Citrus Well Drilling	2,361.00 42,504.00	2,361.00
331 6" Water Line	Lump	216,627.00	11000 17007.700	39,822.10		63.61%	19,064.31	The state of the s	42,304.00	42,504.00 275,513.42
331 4* Water Line	4,720 ft 760 ft	45,694.80		8,399.98		13.42%	4,021.38			58,116,17
331 2" Water Line	500 ft	4,666.40 3,545.00		857.81		1.37%	410.67		1 1	5,934.8
331 4" Gate Valve	3 ea	2,173.50		651,67 399,55		1.04%	311.98			4,508.6
331 6" Gate Valve	10 ea	8,925.00		1,640.66		0.64%	191.28]	2,764.3
331 2" Blow off	1 ea	498,75		91.68		2.62% 0.15%	785.45 43.89			11,351.1
331 Backflow Preventer	2 ea	1,512.00	- C. (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	277.95		0.44%	133.06		1	634.3
333 Single Water Services	5 ft	1,312.50	0.12%	241.27		0.39%	115.51		1	1,923.01
333 Single Water Services - Picnic	1,365 ft	1,365.00	0.13%	250.93		0.40%	120.13			1,669.28
333 Double Water Services 333 240 Services (CO #4)	420 ft	23,100.00		4,246.43		6.78%	2,032.92			1,736.0
334 Meters & Meter Installation - 5/8" x 3/4"	240 ft	4,760.80		875.17		1.40%	418.98		Į.	29,379.35 6,054.94
334 Meters & Meter Installation - 5/8" x 3/4"	35 ea 1 ea	1	0.00%	-		0.00%	- [Sunstate Meter & Supply	2,788.16	2,788.16
334 Meters & Meter Installation - 5/8" x 3/4"	24 ea		0.00%	•	i	0.00%	- 1	M & A Handy Man Services	600,00	600.00
335 Fire Hydrant	6 ea	21,262.50	0.00% 1.99%	3,908.64		0.00%		Sunstate Meter & Supply	93.19	93.19
N/A Engineering (WTP & WWTP)	· · · ·	21,202.50	1,55%	3,906.64		6.24%	1,871.21		i	27,042.35
Total Water	53.66%	340,543.10	31.88%	62,601.35		29,969,58 100,00%	(29,969,58)			
			RESERVE -			100.0076	<u>:_</u> _		62,432.35	497,817.77
wer		ļ.								
353 Land @ WWTP (2.68 Acres) 353 Land @ LS (.04 Acres)	Lump							Horizons Homes	18,446.44	40.440.41
354 Construct 12' Service Road-Water & Sewer Only)	Lump							Horizons Homes	275.32	18,446.44 275.32
354 Lift Station-Fencing	Lump	4,404.15	0.41%	809.61		1.48%	417.55		270.32	5,631.31
360 8" PVC Gravity (0'-6' Deep)	Lump 4,810 ft	65,656.50	CAEN	40.000.50			1	Hercules Fence Company, Inc.	2,600.00	2,600.00
361 4" Sanitary Lateral	4,010 ft	945.00	6.15% 0.09%	12,069.50		22.08%	6,224.83			83,950.83
361 4" Double Sanitary Lateral	58 ft	17,640.00	1.65%	173.72 3,242.73		0.32%	89.59			1,208.31
361 4" Force Main	1,160 ft	7,064,40	0.66%	1,298.63		5.93%	1,672.43			22,555.16
362 Manhole 4-6	9 ea	15,592,50	1.46%	2,866,34		2.38% 5.24%	669.77			9,032.80
362 Manhole 6-8	10 ea	18,375.00	1.72%	3,377.84		6.18%	1,478.31 1,742.12			19,937.15
362 Manhole 8-10	2 ea	3,937.50	0.37%	723.82		1.32%	373.31			23,494.95
362 Manhole 10-12	2 ea	4,725.00	0.44%	868.59		1.59%	447.97			5,034.63
371 Lift Station 371 Lift Station-Electric	Lump	36,907.50	3.46%	6,784.63		12.41%	3,499,16		i	6,041.56
380 WWTP	Lump				3,381.40		_,			47,191.29 3,381.40
380 Convert Wells (Monitoring Wells)	Lump	117,915.00	11.04%	21,676.08		39.65%	11,179.40			150,770.48
380 WWTP-Electric	2 ea	4,200.00	0.39%	772.08		1.23%	369,62			5,341.70
N/A Engineering (WTP & WWTP)	Lump				1,379.40					1,379.40
Total Sewer	46.34%	297,362.55	27.84%	EA CCO EC	4 700 00	28,192.65	(28,192.65)			-
	10,0470	231,302.33	21.0476	54,663.56	4,760.80	98,59%	(28.58)		2,600.00	406,272.75
Total Water & Sewer	100.00%	637,905.65		117,264.91	4,760.80					
				(11)204.01	4,100.00	-	(28.58)		65,032.35	904,090.51
n-Utility			95.000.898.00							
Roadway-1" Type III Asphalt		108,790.00	10.19%	19,998.65						
Roadway - Miami Curb	[]	66,241.80	6.20%	12,177.10			i.			128,788.65
Roadway - Street signs/striping		2,802.00	0.26%	515.09						78,418.90
Roadway - 48 Improvements Drainage - 21 x 15 CMP	11	29,760.00	2.79%	5,470.72	1		1 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	à.		3,317.09
Drainage - 21 x 15 CMP Drainage - 28 x 20 CMP	11	3,426.22	0.32%	629.84			2			35,230.72 4,056.06
Drainage - 19" x 30" ERCP	[]	16,857.68	1,58%	3,098.91	i i				11	19,956.59
Drainage - 35 x 24 CMP	[]	4,890.56 21,914.61	0.46%	899.02						5,789.58
Drainage - 24" x 38" ERCP	!	2,756.46	2.05%	4,028.52						25,943.13
Drainage - 18" CMP	[]	16,817.14	0.26% 1.57%	506.71 3.001.46	ļ.					3,263.17
Drainage - 24" CMP	[]	15,314.10	1.43%	3,091,46 2,815.16						19,908.60
Drainage - Discharge Structure	11	5,880.00					25 c			18,129.26
aago blacking, officials	1 1	5,880.00	0.55%	1,080.91			23 0.00 0.00 0.00			6,96

			Pave-Ri	te, inc.		SECO-Elect Se	ry Installation			
Description	No. of Units	Pay Req #7	Allocation	Amount	June 23, 2006		Amount			
Drainage - Diversion Box		115.50	0.01%		nt4	Allocation	Amount	Vendors		Total
Drainage - 21 x 15 U Endwalls		26.25	0.00%	21.23 4.83			l			136.73
Drainage - 28 X 20 U Endwalls	i	3,444.00	0.32%	633,10						31.08
Drainage - 35 x 24 Endwalls		7,665.00	0.72%	1,409.04						4,077.10
Drainage - Silt Fence		2,065.14	0.19%	379.63	3		<u> </u>		1	9,074.04
Drainage - Type E Inlets		2,047.50	0.19%	376.39			2			2,444.77
Drainage - Type V Inlets	İ	40,950.00	3,83%	7,527,76			f.	0.000 000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.	i i	2,423.89
Drainage - MES		1,575.00	0.15%	289.53						48,477.76
Drainage - Special Inlet	1	1,233.75	0.12%	226.80	ž.			***		1,864.53
Drainage - Special Storm Manhole	1	1,785.00	0.17%	328.13						1,460.55
Drainage - Storm Manhole		1,575.00	0.15%	289.53						2,113.13
Drainage - 24" U Endwalls		6,174.00	0.58%	1,134.95	S					1,864.53
Drainage - 18" U Endwalls Deduct Silt Fence (CO #3)		3,969.00	0.37%	729.61					i I	7,308.95 4,698.61
1° Type S-III Asphalt (CO #2)		(2,065,14)		(379.63)	li li				1	(2,444.77)
Drainage structure mods (CO #1)		60,288.00	5.64%	11,082.62						71,370.62
Deduct install of water meters (CO #5)		9,183.11	0.86%	1,688.11					l 1	10,871,22
Engineering (Non-Utility)	1	(5,336.00)	-0.50%	(980.91)				N .		(6,316.91)
Total Non-Utilities	i	430,145,68	40.27%	70.070.04			45,425.00			45,425.00
Total Before Soft Cost		1,068,051,33	100.00%	79,072.81 196,337.72			45,425.00			554,643,49
		1,000,001.00	100,0076	190,337.72	4,760.80	_	45,396.42		65,032,35	1,458,734.00
Soft Cost									· ·	
Sitework - Grading		87,657,70		(87,657,70)						
Sitework - Fill & Fine Grading		48,503.00		(48,503.00)			į.			· .
Sod	f	40,841.60		(40,841.60)						- 1
Seed & Mulch	1	24,789.00		(24,789.00)					l .	- 1
Reduce Seed and Mulch Requirements (CO#6)	i	(5,453.58)	acteorrana (1997) National de la company	5,453.58					l [-
	I	196,337.72		(196,337.72)						
	I	1,264,389.05			4,760.80		45,396,42		65 022 25	1 450 704 55
						8 100 1 Protection (1980)			65,032.35	1,458,734.00

POST ACQUISITION ASSETS

Replace Stenner Pump - Water Plant	320 5/31/2008	268.33
Replace Stenner Pump - Wastewater Plant	380 5/31/2008	268.33
Installation of RF Meters - Labor	334 8/1/2008	1.050.00
Installation of RF Meters - Meter Cost	334 8/1/2008	4.595.15
Retirement of Old Meters	334 8/1/2008	(3,481,35)
Net Post Acquisition Additions		2,700.46

268.33 268.33 1,050.00 4,595.15 (3,481.35) 2,700.46 Water-@ Acq. Wastewater-@ Acq. Non-Utility-@ Acq. Total Improvements

268.33 2,700.46 497,817.77 554,643.49 1,461,434.46

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

12. Service Availability Charges. The proposed tariff includes a meter installation charge for water, but not other service availability charges. Please provide a schedule showing whether the proposed service availability policy and charges comply with the provision of Rule 25-30.580, Florida Administrative Code.

The previous owner was exempt from regulation according to FS 367.022 and the current rates, service availability charges and miscellaneous charges were established based on the operating budget of the previous owner. Aqua is adopting these rates at this time.

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

13. Service availability policy. Please submit a copy of the utility's proposed service availability policy. The policy should describe who is responsible for the construction of on-site and off-site lines, hydrants, and meter installation.

Jumper Creek will become part of Aqua Utilities Florida, Inc., therefore the service availability policy currently included in the AUF tariff will apply to Jumper Creek. A copy of those pages is attached.

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TERMS & ABBREVIATIONS

- 1.0 "ACTIVE CONNECTION" Means a connection to the Company's system at the point of delivery of service, whether or not service is currently being provided.
- 2.0 "BACK FLOW PREVENTOR" Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Company by virtue of a cross connection or flow from the Customers' property into the Company's system.
- "CONTRIBUTION(S)-IN-AID-OF-CONSTRUCTION" (CIAC) Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company's property, facilities, or equipment used to provide utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.
- 4.0 <u>"CONTRIBUTOR"</u> Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.
- 5.0 "CUSTOMER CONNECTION CHARGE" Means any payment made to the Company for the cost of installing a connection from the Company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.
- "CUSTOMER INSTALLATION" Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer's side of the "Point of Delivery" and used in connection with or forming part of the installation necessary for rendering water service to the Customer's premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 7.0 "DEVELOPER'S AGREEMENT" Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.
- 8.0 "ECONOMIC FEASIBILITY" Means a test by which the operating income of the Company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.
- 9.0 "EQUIVALENT RESIDENTIAL CONNECTION" (ERC) Means (a) 350 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Protection for a single residential unit.

(Continued to Section IV Sheet No. 2.1)

TERMS & ABBREVIATIONS

(Continued from Section IV Sheet No. 2.0)

- "GUARANTEED REVENUE AGREEMENT" Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.
- 11.0 "HYDRAULIC SHARE" Means the pro rata share of the capabilities of the Company's facilities to be made available for service to the contributor. The pro rata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.
- 12.0 <u>"INSPECTION FEE"</u> Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.
- "MAIN EXTENSION CHARGE" Means a charge made by the Company for the purpose of covering all or part of the Company's capital costs in extending its off-site water or wastewater facilities to provide service to specified property. The charge is determined on the "Hydraulic Share" basis or other acceptable method reasonably related to the cost of providing the service.
- 14.0 "METER INSTALLATION FEE" Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.
- "OFF-SITE FACILITIES" Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations, the purpose of which is either to provide water service to properties within the service territory of the service Company or to collect wastewater received from properties within the territory.
- "ON-SITE FACILITIES" Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.
- 17.0 "REFUNDABLE ADVANCE" Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company's costs so that the proposed extension may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.

(Continued to Section IV Sheet No. 2.2)

TERMS & ABBREVIATIONS

(Continued from Section IV Sheet No. 2.1)

- 18.0 "SERVICE AVAILABILITY POLICY" Means the section of the Company's tariff which sets forth a uniform method of determining the plant capacity charge or other charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.
- 19.0 <u>"SPECIAL SERVICE AVAILABILITY CONTRACT"</u> Means an agreement for charges for the extension of service which is not provided for in the Company's Service Availability Policy.
- 20.0 "SYSTEM (PLANT) CAPACITY CHARGE" Means the charge made by the Company for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.
- 21.0 <u>"UTILITY SERVICE FEES"</u> Means fees that the Company will credit against the Service Availability Charges that are effective at the time application for service is made.
- 22.0 <u>"TREATMENT FACILITIES"</u> Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.

- PURPOSE The Company is implementing this Service Availability Policy (hereinafter "Policy") to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its certificated area; and describes the charges which are intended to defray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.
- II. APPLICABILITY The provisions of this policy are applicable to all Customers and potential customers within the Certificated Service Area of the Company.
- III. **GENERAL PROVISIONS** The following provisions apply to all extensions to the Company's facilities. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutes are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.
 - Commission Approval The terms and conditions of the Company's Service Contracts, Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below:
 - a. Extensions that are in accordance with the Standard Service Contract, Standard Developer's and/or Standard Refundable Advance Agreements, approved by the Commission for use with this Service Availability Policy, will not need additional Commission approval.
 - b. Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability Contract with a developer provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.
 - c. Approval of a developer's agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission approval, the terms and conditions of the Company's service availability policy are changed.

(Continued to Section IV Sheet No. 3.1)

(Continued from Section IV Sheet No. 3.0)

- 2. Extension Only Within Certificated Service Areas The Company will make extensions to its facilities, to all customers within its certificated service area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V-3-b of this Service Availability Policy, service availability charges, refundable advances, contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.
- Extensions Where Economically and Operationally Feasible If service is requested
 for property not in the Company's existing Certificated Service Area, the Company may
 agree to provide service where economically and operationally feasible subject to
 appropriate approval(s) from regulatory authorities.
- 4. <u>Obligations of the Company</u> As provided in this policy, the Company's obligations are to extend its existing facilities within its Certificated Service Area, and to provide service to all customers within its certificated area under the terms and conditions herein. The Company will respond to each Applicant within 30 days. Where a proposed main extension is involved, only those services specifically provided for in the Company's Commission-approved Service Contracts, Developer's Agreements or Refundable Advance Agreements, which are properly executed by the Applicant and the Company, shall obligate the Company to perform any task, or furnish any service to an Applicant or any other party.
- 5. General Application for Service The Commission requires that all Applicants for utility services within its certificated area shall make a written request (Application) for the service desired from the Company. (The Company's Application Form is in SECTION VII MISCELLANEOUS of this tariff). This application is notice to the Company that service is desired and an expression of the Applicant's willingness to conform to the Company's policies, tariffs, rules and regulations which are in effect and on file with the Commission.
- 6. On-Site Facilities The Company shall be entitled to inspect all connections (including on-site facilities) to Company facilities. The Applicant shall reimburse the Company for all costs associated with the performance of these inspections.

(Continued to Section IV Sheet No. 3.2)

(Continued from Section IV Sheet No. 3.1)

- 7. Refusal of Service The Company may refuse commencement of service to an Applicant for any of the following reasons:
 - a. **Proposed Service is not lawful.** The proposed service is not lawful under the current Statutes and Rules of the Commission, or
 - b. Conditions not yet met. A condition of the Service Availability Policy, Service Contract, Developer's Agreement or Refundable Advance Agreement has not yet been met, or
 - c. Adverse effects on existing customers. The proposed service would adversely affect the quality or reliability of service to existing customers (e.g. capacity of existing Company facilities is insufficient), or
 - d. **Economic feasibility.** The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code (Commission Rules), or
 - e. Property outside certificated service area. Property for which service is requested is outside of the Company's certificated service area and the Company has determined that extension of its certificated service area is not economically justified.

(Continued to Section IV Sheet No. 3.3)

(Continued from Section IV Sheet No. 3.2)

IV. SPECIAL PROVISIONS (Held for Future Use)

(Continued to Section IV Sheet No. 3.4)

(Continued from Section IV Sheet No. 3.3)

- V. MAIN EXTENSION RULES Where there is not an existing main available, the Company will extend its main to provide service provided the Applicant has first entered into a Commission-approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company.
 - Applications for Main Extensions Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:

Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limited to the following information, if applicable:

- A legal description of the property including reference to section, township and range.
- b. A drawing of the property showing its boundaries.
- c. The present zoning classification of the property.
- d. A plat map.
- e. Three sets of a site and utility plan (and floor plan for commercial developments).
- f. The intended land use of the development, including densities and types of use.
- g. The name and address of the person or entity making the application for extension of service.
- h. The nature of the Applicant's title to or interest in the described property.
- i. The date, or estimated date, service will be needed.

(Continued from Section IV Sheet No. 3.4)

- 2. Rules for Extending Mains to a Single Residence or a Single Commercial Facility Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the Company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.
- 3. Rules for Extending Mains to Developer Facilities Service to a developer requiring an extension of the Company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the Company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:
 - a. Existing facilities to a development. If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.
 - b. Developer providing facilities. If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development of construction drawings needed to extend the existing facilities to serve the proposed development. The plans, designs and development drawings shall be in accordance with applicable laws or ordinances. The Company will furnish general construction specifications, an estimate of all costs to be borne by the developer (including all applicable Service Availability Charges) that are in addition to the costs of the facilities the developer is to construct, and a quotation of advances to be made upon execution of a Developer's Agreement. By way of further explanation, the Developer will be responsible for the following:

(Continued to Section IV Sheet No. 3.6)

(Continued from Section IV Sheet No. 3.5)

- (1) Design of new water facilities. The developer will retain the services of a registered professional engineer to prepare all plans and specifications for water facilities (hereinafter "facilities") to connect to the Company's facilities at points designated by the Company. Said plans and specifications must be approved by the Company prior to submission to any regulatory agency for review.
- (2) Approvals and permits. The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.
- (3) Construction of facilities. The developer will, at its own expense, construct and install all facilities in accordance with the plans and specifications as approved by the Company. Additionally, the developer shall be responsible for certifying to the appropriate regulatory agency that the facilities have been installed and tested in accordance with the plans and specifications prepared by the developer's engineer.
- (4) Warranty on workmanship. The developer shall warrant all facilities against defect in materials and workmanship for a period of one year from the date of acceptance of said facilities by the Company.
- (5) Inspection of facilities. The Company shall have the right to inspect the construction of the facilities and to recommend reasonable changes. Additionally, within sixty (60) days after the completion and certification of the facilities, the Company may perform an inspection of the facilities. The developer shall reimburse the Company for all costs associated with the performance of these inspections, as provided for in this tariff.
- (6) Conveyance of title. Prior to a letter of acceptance being issued by the Company, the developer shall immediately convey title of the facilities to the Company, and before accepting the responsibility for operation and maintenance of the facilities, the developer shall provide, without charge to the Company, the following information:

(Continued from Section IV Sheet No. 3.6)

- (a) Cost Report which shall detail, as provided for in the National Association of Regulatory Commissioners (NARUC) Uniform System of Accounts, all costs incurred in the construction of the facilities, including engineering, inspection, and administrative costs,
- (b) Three copies of "As-Built-Plans" Shall be 24"x36" Mylar, showing precise location of all lines and appurtenances in relation to an identifiable property line or referenced monument,
- (c) Easements as required,
- (d) Contractor's waiver and release of lien,
- (e) Contractor's Letter of Warranty or Developer's Contract Bond.
- (f) Absolute Bill of Sale,
- (g) All required fees and charges.
- 4. Company Extends for Its Own Future Benefit If the company installs (or has installed) facilities for its future benefit capacity in excess of what would normally be required for the requested extension, the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.
- VI. <u>SERVICE AVAILABILITY CHARGES</u> The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as a CIAC, and do not entitle the Applicant to any rights of ownership. The Company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:
 - 1. Plant Capacity Charges The Company will collect a fee, designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.
 - 2. <u>Meter Installation Charges</u> The Company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.

(Continued to Section IV Sheet No. 3.8)

(Continued from Section IV Sheet No. 3.7)

- 3. <u>Service Installation Charges</u> The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.
 - a. Short Service Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.
 - b. Long Service Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.
 - c. Long Service Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street.
- 4. <u>Main Extension Charges</u> The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tariff. Where there is not an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developers Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval.
- 5. Allowance for Funds Prudently Invested (AFPI) The Company will collect Commission-approved fee designed to cover the carrying costs of actual Company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines, and will be applicable to all NEW connections utilizing such plant. When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.
- 6. Inspection Fee See Sub-section V-3-b.
- 7. <u>Backflow Prevention Device</u> Customers who wish to have reclaimed water service must pay a fee for a backflow prevention device which the Company will install on the Customer's water service line. This requirement is mandated by the Florida Department

(Continued to Section IV Sheet No. 3.9)

(Continued from Section IV Sheet No. 3.8)

of Environmental Protection to prevent any possible cross-connection or backflow from contaminating the water supply line with reclaimed water. The Company may also require Customers with other cross-connection hazards to install and pay for a backflow prevention device as specified by Company engineers.

- VII. **SPECIAL CONDITIONS** Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.
 - 1. Refundable Advances Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, temporarily defray the cost of any offsite extension of mains and other facilities necessary to provide service to the Applicant's property.
 - a. Basis of Refundable Advance. The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.
 - b. Charges Paid by the Applicant. Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commissionapproved Refundable Advance Agreement which the Company will execute with the Applicant.
 - c. Prorated Share of the Capacity. The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.
 - d. Limits on Refund. Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater than the difference between the capitalized cost of such improvements and the Applicant's own hydraulic share of the cost of such improvements.

(Continued to Section IV Sheet No. 3.10)

(Continued from Section IV Sheet No. 3.9)

2. Deferring or Waiving Service Availability Policies and Charges If allowed by the Commission, the Company may defer or waive, with or without conditions, all or portions of its service availability charges and service availability policies for a prospective customer or group of customers in cases where exceptional circumstances exist. Exceptional circumstances are evaluated on a case-by-case basis. By Order No. PSC-97-0932-S-WS, issued August 5, 1997, in Docket No. 960907-WS, the Commission agreed exceptional circumstances existed as to the current connections within the Burnt Store Colony mobile home park in Charlotte County and that plant capacity charges were appropriately waived where: (1) the park's treatment plant failed, (2) the park's distribution facilities were transferred to the Company and the value thereof booked as contributions, (3) the park paid for the interconnection to the Company's existing lines, (4) the park retained ownership of and dismantled its treatment plant, (5) the Company had sufficient existing supply and treatment capacity to serve the park, and (6) the Company's existing customer base would benefit from the transaction with the park.

TABLE OF DAILY FLOWS

Types of Establishment	Estimate	d Daily Flows
Apartment Buildings (per apartment)	250	gpd [1]
Banquet Halis	25	gpd
Bars and Cocktail Lounges	5	gpcd [2]
Bathrooms (non-residential, per toilet or urinal)	300	gpd
Beauty Shops (per seat)	170	gpd
Boarding Schools (students and staff)	75	gpcd
Boarding Houses	75	gpcd
Bowling Alleys (toilet wastes only, per lane)	100	gpd
Churches (per seat)	3	gpd
Country Clubs (per member)	25	gpcd
Day Schools (with cafeteria, no gymnasium or showers)	15	gpcd
Day Schools (with cafeteria, gymnasium or showers)	25	gpcd
Day Workers at Offices and Schools	20	gpcd
Drive-in Theaters (per car space)		gpd
Factories (with showers)	30	gpcd
Factories (no showers)	10	gpd/100 sq. ft.
Funeral Homes		gpd/100 sq. ft.
Gas Stations (no car wash)	450	gpd
Hospitals (with laundry)	250	gpd/bed
Hospitals (no laundry)	200	gpd/bed
Hotels and Motels (per room & unit)		gpd
Laundromats (per washing machine)		gpd
Mobile Home Parks (per trailer)		gpd
Movie Theaters and Auditoriums (per seat)		.
Nursing Homes		gpd/100 sq. ft.
Office Buildings		gpd/100 sq. ft.
Public Institutions (other than those listed herein)		gpcd
Restaurants & Cocktail Lounges (per seat)		gpd
Restaurants (take-out)	50	gpd/100 sq. ft.
		gpd minimum)
Restaurants (fast food, per seat)		_,
Single Family Residences		••
Townhouse Residences		gpcd
Shopping Centers		gpd/100 sq. ft.
Stadiums, Frontons, Ball Parks, etc. (per seat)		gpd
Stores (without kitchen wastes)		gpd/100 sq. ft.
Speculative Buildings	. 30	gpd plus 10 gpd
•••	^^	per 100 sq. ft.
Warehouses	. 30	gpd plus 10 gpd
		per 1,000 sq. ft.

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

THE ABOVE ESTIMATED DAILY FLOWS WILL APPLY EXCEPT WHERE OTHERWISE INDICATED. HISTORICAL DATA SHOULD BE USED WHEN AVAILABLE.

INDEX OF SERVICE AVAILABILITY CHARGES

	Sheet Number
Index of Service Availability Charges	1.0
Allowance for Funds Prudently Invested	2.0-2.1
Service Availability Charges (Generic)	3.0
List of Plants	3.1-3.3
Service Availability Charges (Specific Systems):	
Arredondo in Alachua County	3.6
Forty-Eight Estates in Lake County	3.8
Haines Creek in Lake County	3.7
Jasmine Lakes in Pasco County	3.9
King's Cove in Lake County	3.10
Lake Josephine in Highlands County	3.11
Lake Osborne in Palm Beach County	3.12
Ocala Oaks in Marion County	3.13
Ravenswood in Lake County	3.14
Rosalie Oaks in Polk County	3.15
Sebring Lakes in Highlands County	3.16
Summit Chase in Lake County	3.17
Tangerine in Orange County	3.5
The Woods in Sumter County	3.19
Village Water in Polk County	3.18

ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

(AFPI)

AVAILABILITY:

See Sheet No. 2.1 for List of Plants.

APPLICABILITY:

For all future water Customers connecting to the system.

LIMITATIONS:

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

CHARGES:

A one time charge based upon the month of initial connection.

ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

(AFPI)

(Continued from Section VI Sheet No. 2.0)

		Wa	ter	
	Treatment Plant		Trans & Dist	
	# of		# of	
	Remaining	Amount to	Remaining	Amount to
	ERC's on	Collect After	ERC's on	Collect After
System Name (County)	6/30/04*	12-31-01	6/30/04*	12-31-01
Beecher's Point (Putnam)			28	538.00
Carlton Village (Lake)	```		161	307.00
Chuluota (Seminole)			108	700.00
East Lake Harris Estates (Lake)			62	700.00
Friendly Center (Lake)			59	5.00
Hermits Cove (Putnam)	11	215.00	174	187.00
Hobby Hills (Lake)	114	102.00	27	39.00
Holiday Haven (Lake)			45	29.00
Interlachen Lakes Estates (Putnam)	243	44.13	107	96.00
Jungle Den (Volusia)			8	51.00
Kingswood (Brevard)			7	10.00
Leisure Lakes (Highlands)			112	78.00
Morningview (Lake)			6	103.00
Palm Port (Putnam)	37	312.87	23	318.34
Palms Mobile Home Park (Lake)			27	44.00
Picciola Island (Lake)			64	45.00
Piney Woods (Lake)			40	280.00
Pomona Park (Putnam)			358	61.00
Quail Ridge (Lake)			41	159.34
River Grove (Putnam)	139	71.00	14	144.00
Silver Lake Estate/Western Shores (Lake)	707	109.00	307	147.00
Silver Lake Oaks (Putnam)	57	113.00	27	700.00
St. Johns Highlands (Putnam)			28	42.00
Stone Mountain (Lake)			13	67.00
Sunny Hills (Washington)	195	137.02	4918	266.00
Venetian Village (Lake)	948	7.03	67	12.00
Welaka/Saratoga Harbor (Putnam)	250	700.00	114	174.00
Wootens (Putnam)			21	26.00
Zephyr Shores (Pasco)			145	45.00

^{*} Based on 217 gallons per day

TYPE OF FILING

Corporate Reorganization and Name Change

EFFECTIVE DATE

March 26, 2007

GENERIC

AVAILABILITY:

See Sheet Nos. 3.1 - 3.3 for List of Plants.

CHARGES:

Main Extension Charges:

Per ERC	\$4	46.00
Per Foot Equivalent	\$	5.81 (1)

Meter Installation Charges:

Star	ndar	d M	eter:
~	·uu	A 141	

Per Connection -	5/8" x 3/4"	\$ 90.00
Per Connection -	3/4"	\$110.00
Per Connection -	1"	\$140.00
Per Connection -	1-1/2"	\$300.00
Per Connection -	2"	\$385.00
Per Connection -	Over 2"	At Cost

Meter With Built-In Backflow Preventer:

All Meter Sizes At Cost

Plant Capacity Charges:

Per ERC	\$700.00
Per Gallon Equivalent	\$ 2.74 (2)

Service Installation Charges:

Per Connection -	5/8" x 3/4"	\$143.00
Per Connection -	3/4"	\$143.00
Per Connection -	1"	\$154.00
Per Connection -	1-1/2"	\$202.50
Per Connection -	2"	\$245.00
Per Connection -	Over 2"	At Cost

Stand Alone Backflow Prevention Device:

All Types A	t Cost
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- (1) Per foot equivalent based upon 83 feet per lot.
- (2) Per gallon equivalent based upon average usage of 255 gallons per day per ERC.

(Continued to Section VI Sheet No. 3.1)

LIST OF PLANTS

(Continued from Section VI Sheet No. 3.0)

Plant	County
Beecher's Point	Putnam
Carlton Village	Lake
Chuluota	Seminole
East Lake Harris Estates	Lake
Fern Terrace	Lake
Friendly Center	Lake
Gibsonia Estates	Polk
Grand Terrace	Lake
Harmony Homes	Seminole
Hermits Cove	Putnam
Hobby Hills	Lake
Holiday Haven	Lake
Imperial Mobile Terrace	Lake
Interlachen Lakes Estates	Putnam

(Continued to Section VI Sheet No. 3.2)

LIST OF PLANTS (Cont.)

(Continued from Section VI Sheet No. 3.1)

<u>Plant</u>	County
Jungle Den Kingswood Lake Gibson Estates Leisure Lakes Morningview Oakwood Orange Hill/Sugar Creek Palm Port Palm Terrace Palms Mobile Home Park Picciola Island Piney Woods Pomona Park Quail Ridge	Volusia Brevard Polk Highlands Lake Brevard Polk Putnam Pasco Lake Lake Putnam
-	

(Continued to Section VI Sheet No. 3.3)

LIST OF PLANTS (Cont.)

(Continued from Section VI Sheet No. 3.2)

<u>Plant</u>	County
River Grove	Putnam
Silver Lake Estate/Western Shores	Lake
Silver Lake Oaks	Putnam
Skycrest	Lake
St. Johns Highlands	Putnam
Stone Mountain	Lake
Sunny Hills	Washington
Tomoka	Volusia
Valencia Terrace	Lake
Venetian Village	Lake
Welaka/Saratoga Harbor	Putnam
Wootens	Putnam
Zephyr Shores	Pasco

TYPE OF FILING Corporate Reorganization and Name Change

HELD FOR FUTURE USE

AVAILABILITY:

Tangerine in Orange County, Florida.

CHARGES:

Customer Connection (Tap-in) Charge Charge:

5/8" x 3/4" metered service	\$100.00
1" metered service	At Cost
1-1/2" metered service	At Cost
2" metered service	At Cost
Over 2" metered service	At Cost

Main Extension Charge:

Per ERC (ERC = 255 gallons per day) \$ 36.0

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day) \$64.00

TYPE OF FILING Corporate Reorganization and Name Change

\$

AVAILABILITY:

Arredondo in Alachua County, Florida.

CHARGES:

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 At Cost

Main Extension Charge:

Per ERC (ERC = 255 gallons per day) \$

Meter installation Fee:

\$110.00 5/8" x 3/4" metered service

1" metered service 1-1/2" metered service 2" metered service

Over 2" metered service At Cost

Plant Capacity Charge:

\$ Per ERC (ERC = 255 gallons per day)

TYPE OF FILING

Corporate Reorganization and Name Change

AVAILABILITY:

Haines Creek in Lake County, Florida.

CHARGES:

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

Main Extension Charge:

Per ERC (ERC = 255 gallons per day) \$

Meter Installation Fee:

5/8" x 3/4" metered service	\$ 90.00
1" metered service	At Cost
1-1/2" metered service	At Cost
2" metered service	At Cost
Over 2" metered service	At Cost

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day)

TYPE OF FILING

Corporate Reorganization and Name Change

AVAILABILITY:

Forty-Eight Estates in Lake County, Florida.

CHARGES:

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 At Cost

Main Extension Charge:

Per ERC (ERC = 255 gallons per day) \$200.00

Meter Installation Fee

 5/8" x 3/4"
 \$100.00

 1"
 At Cost

 1 ½"
 At Cost

 2"
 At Cost

 Over 2"
 At Cost

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day) \$

System Capacity Charge \$125.00

TYPE OF FILING Corporate Reorganization and Name Change

AVAILABILITY:

Jasmine Lakes in Pasco County, Florida.

CHARGES:

Back Flow Preventor Installation Fee:

5/8" x 3/4" metered service	\$205.00
1" metered service	\$290.00
1-1/2" metered service	\$395.00
2" metered service	\$490.00
Over 2" metered service	At Cost

Customer Connection (Tap-in) Charge Charge:

5/8" x 3/4" metered service	\$ 10.00
1" metered service	\$ 10.00
1-1/2" metered service	
2" metered service	
Over 2" metered service	

Main Extension Charge:

Per ERC	(ERC =	255	andlen	nor	daw	Q
PECERU	IERU -	ZOO	ualions	рeг	UMVI	- D

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day) \$

TYPE OF FILING Corporate Reorganization and Name Change

AVAILABILITY:

King's Cove in Lake County, Florida.

CHARGES:

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 At Cost

Main Extension Charge:

Per ERC (ERC = 350 gallons per day) \$500.00 All others per gallon/month \$ 1.43

Meter Installation Fee:

5/8" x 3/4" metered service \$100.00 1" metered service \$100.00 1-1/2" metered service 2" metered service Over 2" metered service

Plant Capacity Charge:

Per ERC (ERC = 350 gallons per day) \$300.00 \$ 0.86 All others per gallon

TYPE OF FILING

Corporate Reorganization and Name Change

AVAILABILITY:

Lake Josephine in Highlands County, Florida.

CHARGES:

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

At Cost

Main Extension Charge:

(1)

\$

Meter Installation Fee:

(1)

Plant Capacity Charge:

\$

System Capacity Charge:

Per ERC (ERC = 350 gallons per day)

\$600.00

(1) Pursuant to Order 12989, issued 2/13/84, the system capacity charge covers connection to main line and meter installation.

TYPE OF FILING

Corporate Reorganization and Name Change

EFFECTIVE DATE

March 26, 2007

AVAILABILITY:

Lake Osborne in Palm Beach County, Florida.

CHARGES:

Customer Connection (Tap-in) Charge Charge:

5/8" x 3/4" metered service	\$100.00
1" metered service	\$150.00
1-1/2" metered service	\$175.00
2" metered service	\$250.00
Over 2" metered service	•

Main Extension Charge:

Per ERC (ERC = 255 gallons per day)	Per	ERC	(ERC = 2	255 aallon	s per day	/) S
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Meter Installation Fee:

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

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day) \$

TYPE OF FILING Corporate Reorganization and Name Change

AVAILABILITY:

Ocala Oaks in Marion County, Florida.

CHARGES:

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 At Cost

Main Extension Charge:

Per ERC (ERC = 255 gallons per day) \$

Meter Installation Fee:

5/8" x 3/4" metered service	\$100.00	
1" metered service	At Cost	
1-1/2" metered service	At Cost	
2" metered service	At Cost	
Over 2" metered service	At Cost	

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day) \$430.00

TYPE OF FILING

Corporate Reorganization and Name Change

AVAILABILITY:

Ravenswood in Lake County, Florida.

CHARGES:

Customer Connection (Tap-in) Charge Charge:

5/8" x 3/4" metered service	\$100.00
1" metered service	At Cost
1-1/2" metered service	At Cost
2" metered service	At Cost
Over 2" metered service	At Cost

Main Extension Charge:

Per ERC (ERC = 255 gallons per day) \$

Meter Installation Fee:

5/8" x 3/4" metered service	\$100.00
1" metered service	At Cost
1-1/2" metered service	At Cost
2" metered service	At Cost
Over 2" metered service	At Cost

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day) \$

TYPE OF FILING

Corporate Reorganization and Name Change

AVAILABILITY:

Rosalie Oaks in Polk County, Florida.

CHARGES:

Customer Connection (Tap-in) Charge Charge:

5/8" x 3/4" metered service	\$ 200.00
1" metered service	\$ 330.00
1-1/2" metered service	\$ 330.00
2" metered service	\$1,000.00
Over 2" metered service	\$

Main Extension Charge:

Per ERC (ERC = 255 gallons per day) \$

Meter Installation Fee:

5/8" x 3/4" metered service	\$ 200.00
1" metered service	\$ 200.00
1-1/2" metered service	\$ 200.00
2" metered service	\$ 600.00
Over 2" metered service	\$

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day) \$

TYPE OF FILING

Corporate Reorganization and Name Change

EFFECTIVE DATE

March 26, 2007

AVAILABILITY:

Sebring Lakes in Highlands County, Florida.

CHARGES:

Customer Connection (Tap-in) Charge Charge:

5/8" x 3/4" metered service

(1)

1" metered service 1-1/2" metered service

2" metered service

Main Extension Charge:

At Cost

Over 2" metered service

Per ERC (ERC = 255 gallons per day)

At Cost

Meter Installation Fee:

5/8" x 3/4" metered service

\$500.00

1" metered service

\$500.00 + meter cost in excess of 3/4" meter

1-1/2" metered service

\$ \$

2" metered service Over 2" metered service

At Cost

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day)

(1)

(1) Charges included in meter installation fee.

TYPE OF FILING

Corporate Reorganization and Name Change

EFFECTIVE DATE

March 26, 2007

AVAILABILITY:

Summit Chase in Lake County, Florida.

CHARGES:

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 At Cost

Main Extension Charge:

Per ERC (ERC = 255 gallons per day) \$

Meter Installation Fee:

5/8" x 3/4" metered service	\$ 75.00
1" metered service	At Cost
1-1/2" metered service	At Cost
2" metered service	At Cost
Over 2" metered service	At Cost

Plant Capacity Charge:

Per ERC (ERC = 255 gailons per day) \$

System Capacity Charge:

Per ERC (ERC = 255 gallons per day) \$100.00

TYPE OF FILING Corporate Reorganization and Name Change

AVAILABILITY:

Village Water in Polk County, Florida.

CHARGES:

Customer Connection (Tap-in) Charge Charge:

5/8" x 3/4" Residential service	\$ 200.00
5/8" x 3/4" General service	\$ 650.00
1"	\$ 1,660.00
1-1/2"	\$ 3,680.00
2"	\$ 6,500.00
4"	\$27,600.00

Main Extension Charge:

Per ERC	(ERC = 255 ga	lons per day)	At Cost
---------	---------------	---------------	---------

Meter Installation Fee:

5/8" x 3/4" metered service	At Cost
1" metered service	At Cost
1-1/2" metered service	At Cost
2" metered service	At Cost
Over 2" metered service	At Cost

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day)	N/A
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TYPE OF FILING Corporate Reorganization and Name Change

AVAILABILITY:

The Woods in Sumter County, Florida.

CHARGES:

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

At Cost

Main Extension Charge:

Per ERC (ERC = 255 gallons per day) \$

Plant Capacity Charge:

Per ERC (ERC = 255 gallons per day) \$

Meter Installation Fee:

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

TYPE OF FILING

Corporate Reorganization and Name Change

JUMPER CREEK APPLICATION FOR APPROVAL OF TRANSFER OF OWNERSHIP DOCKET NO. 080517-WS

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

14. Tariff. Please explain why the proposed tariff included a provision for AFPI, since the Jumper Creek system is not requesting AFPI charge

The pages related to AFPI were submitted in error. Attached are the sheets that are applicable to Jumper Creek.

RATE SCHEDULE: JUMPER CREEK RESIDENTIAL SERVICE (RS)

AVAILABILITY:

Available throughout the area served by the Company in the Jumper Creek service

area of Sumter 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:

Meter Size Base Facility Charge

All Meters Sizes

\$ 25.00

(Includes 10,000 Gallons)

GALLONAGE CHARGE:

Per 1,000 gallons (over 10,000 Gals.)

2.50

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 Ownership

EFFECTIVE DATE:

RATE SCHEDULE: JUMPER CREEK GENERAL SERVICE (GS) and MULTI-FAMILY (MF)

AVAILABILITY:

Available throughout the area served by the Company in the Jumper Creek service

area of Sumter 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:

Meter Size

Base Facility Charge

\$

All Meters Sizes

(Includes 10,000 Gallons)

\$ 25.00

GALLONAGE CHARGE:

Per 1,000 gallons (over 10,000 Gals.)

2.50

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 Ownership

EFFECTIVE DATE:

Jack Lihvarcik Chief Operating Officer

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Main Extension Charge	3.0
Meter Installation Charge	3.0
Stand Alone Backflow Prevention Device	3.0
Service Installation Charge	3.0
Plant Capacity Charge	3.0
List of Plants	3.1
Service Availability Charges for Tangerine in Orange County	3.5
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Service Availability Charges for Haines Creek in Lake County	3.17
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Service Availability Charges for Fairways @ Mt. Plymouth in Lake Coul	nty 3.20
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Service Availability Charges for Jumper Creek in Sumter County	3.22

AVAILABILITY:

Jumper Creek in Sumter 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" \$ 220.00
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) \$

TYPE OF FILING Transfer of Ownership

EFFECTIVE DATE

INDEX OF MISCELLANEOUS SECTION

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MISCELLANEOUS SERVICE CHARGES

(Continued)

APPLICABILITY:

For the following services to all customers within Jumper Creek system in Sumter County, Florida.

CHARGES:

Type of Service	<u>Fee</u>
Initial Connection	\$ 25.00
Normal Reconnection	\$ 25.00
Violation Reconnection	\$ 35.00
Premises Visit (in lieu of disconnection)	\$ 25.00
Returned Check Charge	\$ 50.00
Late Fee	\$ 25.00

CUSTOMER DEPOSITS (Cont.)

SYSTEM NAME	COUNTY	<u>DEPOSIT</u>
Arredondo Beecher's Point	Alachua Putnam	\$20.00 \$20.00
Breeze Hill	Polk	Ψ20.00
Carlton Village	Lake	
Chuluota	Seminole	
East Lake Harris Estates	Lake	
Fairways @ Mouth Plymouth	Lake	\$75.00
Fern Terrace	Lake	
Friendly Center	Lake	
Gibsonia Estates	Polk	\$20.00
Grand Terrace	Lake	\$40.00
Haines Creek	Lake	\$20.00 (5/8"x3/4')
Haines Creek	Lake	\$50.00 (1")
Haines Creek	Lake	\$100.00 (11/2"
Haines Creek	Lake	\$160.00 (over 2")
Harmony Homes	Seminole	
Hermits Cove	Putnam	
Hobby Hills	Lake	
Holiday Haven	Lake	•
Imperial Mobile Terrace	Lake	\$35.00
Interlachen Lakes Estates	Putnam	
Jasmine Lakes	Pasco	A=-
Jumper Creek	Sumter	\$50.00
Jungle Den	Volusia	\$25.00
King's Cove	Lake	\$40.00
Kingswood	Brevard	\$15.00
Lake Josephine	Highlands	\$00.00 (F(0):-0(4))
Lake Osborne Estates	Palm Beach	\$20.00 (5/8"x3/4")
Lake Osborne Estates	Palm Beach	\$50.00 (1") \$400.00 (44/2"
Lake Osborne Estates	Palm Beach	\$100.00 (11/2" \$160.00 (over 2")
Lake Osborne Estates	Palm Beach	\$25.00
Lake Gibson Estates	Polk Highlands	\$25.00 \$30.00
Leisure Lakes	Highlands Lake	φου.υυ
Morningview	Lakt	

TYPE OF FILING

Transfer of Ownership

EFFECTIVE DATE

RATE SCHEDULE: JUMPER CREEK RESIDENTIAL SERVICE (RS)

AVAILABILITY:

Available throughout the area served by the Company in the Jumper Creek service

area of Sumter 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:

Meter Size

Base Facility Charge

All Meter Sizes

(Flat Rate)

\$ 40.00

GALONAGE CHARGE:

Per 1,000 gallons

.00

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 Ownership

EFFECTIVE DATE:

RATE SCHEDULE: JUMPER CREEK GENERAL SERVICE (GS) and MULTI-FAMILY (MF)

AVAILABILITY:

Available throughout the area served by the Company in the Jumper Creek service

area of Sumter 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:

Meter Size

Base Facility Charge

All Meter Sizes

\$ 40.00

(Flat Rate)

GALONAGE CHARGE:

Per 1,000 gallons

.00

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 Ownership

EFFECTIVE DATE:

Jack Lihvarcik Chief Operating Officer

CUSTOMER DEPOSITS (Cont.)

SYSTEM NAME	COUNTY	DEPOSIT
Arredondo Farms	Alachua	\$
Beecher's Point	Putnam	\$30.00
Chuluota	Seminole	
Florida Central Commerce Park	Seminole	
Holiday Haven	Lake	\$25.00
Jasmine Lakes	Pasco	\$
Jumper Creek	Sumter	\$80.00
Jungle Den	Volusia	\$25.00
King's Cove	Lake	\$45.00
Lake Gibson Estates	Polk	\$35.00
Leisure Lakes	Highlands	\$30.00
Morningview	Lake	
Palm Port	Putnam	
Palm Terrace	Pasco	\$10.00
Park Manor	Putnam	
Rosalie Oaks	Polk	\$20.00 (5/8"x3/4")
Rosalie Oaks	Polk	\$50.00 (1")
Rosalie Oaks	Polk	\$100.00 (11/2")
Rosalie Oaks	Polk	\$160.00 (over 2")
Silver Lake Oaks	Putnam	\$30.00
South Seas	Lee	\$
Summit Chase	Lake	\$40.00
Sunny Hills	Washington	\$25.00
Valencia Terrace	Lake	\$10.00
Venetian Village	Lake	
Village Water (General)	Polk	\$50.00 (5/8"x3/4")
Village Water (General)	Polk	\$100.00 (1")
Village Water (General)	Polk	\$150.00 (11/2")
Village Water (General)	Polk	\$200.00 (2")
Village Water (General)	Polk	\$400.00 (4")
Village Water (General)	Polk	\$900.00 (8")
The Woods	Sumter	\$20.00 (5/8"x3/4" Gen)
The Woods	Sumter	\$50.00 (1" Gen)
The Woods	Sumter	\$100.00 (11/2" Gen)
The Woods	Sumter	\$160.00 (2" Gen)
Zephyr Shores	Pasco	

TYPE OF FILING

Transfer of Ownership

EFFECTIVE DATE

JUMPER CREEK APPLICATION FOR APPROVAL OF TRANSFER OF OWNERSHIP DOCKET NO. 080517-WS

RESPONSES TO REQUEST FOR CLARIFICATION AND ADDITION INFORMATION – LETTER DATED AUGUST 21, 2008

15. Operating without certificates. Please provide a statement explaining when and under what circumstances Jumper Creek began providing water and wastewater service prior to obtaining a certificate or authorization.

Please refer to Question #1.